EXHIBIT 1

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.:
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A., Plaintiff, v. WILLIAM BARNES and BARNES LAW FIRM, LLC Defendants.	)	**SUMMONS**

TO: THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint of Peters, Murdaugh, Parker, Eltzroth & Detrick, PA, a copy of which is served upon you, and to serve a copy of your written Answer to the Complaint on the subscribers at the law offices of Pierce Sloan Kennedy & Early, LLC, 321 East Bay St., P.O. Box 22437, Charleston, South Carolina 29413-2437 within thirty (30) days after the date of service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

[signature page follows]

PIERCE, SLOAN, KENNEDY & EARLY, LLC
The Blake-Grimké House
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P.O. Box 22437 (29413-2437)
Charleston, South Carolina
843-722-7733/843-722-7732 *fax*

s/ Carl E. Pierce, II
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Charleston, South Carolina
December _____, 2024

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.:
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A., Plaintiff, v. WILLIAM BARNES and BARNES LAW FIRM, LLC Defendants.	)	COMPLAINT ***JURY TRIAL DEMANDED***

THE PARTIES

1. Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. ("Plaintiff PMPED") is a professional association.

2. Defendant William Barnes ("Defendant Barnes") is a former employee and shareholder of PMPED by virtue of an Employment Agreement of January 1, 2018 ("the PMPED Employment Agreement"). Defendant Barnes terminated his employment effective December 31, 2021. Defendant Barnes is now employed as an attorney at Defendant Barnes Law Firm.

3. Defendant Barnes Law Firm is a professional association providing legal services with its principal place of business in Hampton County. Defendant Barnes Law Firm is the employer of Defendant Barnes.

VENUE

4. The PMPED Employment Agreement existing between Plaintiff PMPED and Defendant Barnes provides that parties to the agreement shall submit to the jurisdiction of the state courts of Hampton County, South Carolina for litigation arising under the PMPED Employment Agreement and that venue shall be properly and exclusively laid in Hampton County.

5. This Court has personal jurisdiction over Defendant Barnes as he is and at all relevant times was a citizen of South Carolina.

6. This Court has personal jurisdiction over Barnes Law Firm as it is a corporation organized and existing under the laws of South Carolina.

7. Venue in Hampton County is proper as the principal place of business of Defendant Barnes Law Firm is located in Hampton County, Defendant Barnes agreed that Hampton County would provide the exclusive venue for all litigation related to the PMPED employment agreement, and the most substantial part of the acts alleged occurred in Hampton County.

FACTS

8. Defendant Barnes was an employee and shareholder of Plaintiff PMPED who resigned his position at PMPED effective December 31, 2021.

9. Upon information and belief, Defendant Barnes intended to and took steps toward leaving his position at Plaintiff PMPED for Defendant Barnes Law Firm over several months prior to providing his notice of intent to resign in October 2021.

10. Prior to October 2021, during the same period that Defendant Barnes was taking steps toward leaving his position at Plaintiff PMPED for Defendant Barnes Law Firm, Plaintiff PMPED reassigned a number of cases to Defendant Barnes that were previously handled by a recently departed attorney ("the reassigned cases"). The reassigned cases were subject to an agreement under which attorney fees would be divided such that fifty percent of attorney fees would be paid to Plaintiff PMPED and fifty percent would be paid to Defendant Barnes.

11. Defendant Barnes consented to the fifty percent attorney fee sharing agreement for the reassigned cases described in Paragraph 10 prior to his departure from PMPED and reaffirmed his consent to the agreement on multiple occasions after his departure from PMPED.

12. While employed at Plaintiff PMPED, Defendant Barnes recruited certain clients of Plaintiff PMPED on behalf of Defendant Barnes Law Firm. Based on Defendant Barnes' actions, certain PMPED clients agreed to be represented by Defendants Barnes and Barnes Law Firm ("the transferred cases"). The transferred cases included some of the reassigned cases that, as described in Paragraph 10, were reassigned to Defendant Barnes based on his agreement that fifty percent of attorney fees collected from those cases would be paid to Plaintiff PMPED. The transferred cases also included additional cases (other than the reassigned cases) that were not subject to the fifty percent fee sharing agreement. Pursuant to the PMPED Employment Agreement, the division of attorney fees collected from the transferred cases that are not subject to the fifty percent fee sharing agreement must be determined by an arbitrator.

13. In 2021, while Defendant Barnes was an employee and shareholder at Plaintiff PMPED, certain PMPED shareholders made substantial loans to PMPED for the purpose of covering overheard expenses and paying end of year bonuses to PMPED employees and shareholders.

14. Though Defendant Barnes was a shareholder of Plaintiff PMPED at that time, Defendant Barnes did not make a loan to Plaintiff PMPED.

15. In 2021, as a result of the loans made by the other PMPED shareholders, Defendant Barnes received a bonus that was approximately double what we would have received had his partners not made the subject loan to PMPED.

16. The loans made by the other PMPED shareholders allowed Defendant Barnes, a PMPED shareholder who did not make a loan to PMPED, to be unjustly enriched at Plaintiff PMPED's expense.

17. Plaintiff PMPED paid the bonus to Defendant Barnes based on the understanding and agreement between Plaintiff PMPED and Defendant Barnes with respect to the division of attorney fees to be collected from the transferred cases, as described herein, and Defendant Barnes' assurances that he intended to honor the fee sharing agreements and deal fairly with respect to the transferred cases. But for Defendant Barnes' representations and assurances regarding his intent to honor those agreements, Plaintiff PMPED would not have paid the bonus to Defendant Barnes.

18. Upon leaving PMPED on December 31, 2021, Defendant Barnes joined Defendant Barnes Law Firm and represented former PMPED clients in the transferred cases on behalf of Defendant Barnes Law Firm.

19. Many of the reassigned cases subject to the fifty percent fee sharing agreement described in Paragraph 10 that were transferred to Defendant Barnes Law Firm have resolved in a settlement. Plaintiff PMPED requested the information on the settlements and the attorney fees owed to PMPED from these settlements, but Defendants Barnes and Barnes Law Firm refused to provide the requested information for more than a year. Defendants Barnes and Barnes Law Firm continue to refuse to render payment of the attorney fees owed to Plaintiff PMPED from these cases.

20. Upon information and belief, Defendants Barnes and Barnes Law Firm have collected substantial attorney fees from the reassigned cases. These cases are subject to the fifty percent fee sharing agreement described in Paragraph 10.

21. Further, Defendants Barnes and Barnes Law Firm have settled other transferred cases that are not subject to the fifty percent fee sharing agreement described in Paragraph 10 and have failed to render payment of any attorney fees owed to Plaintiff PMPED from those cases.

22. Upon information and belief, Defendants William Barnes and Barnes Law Firm have collected substantial attorney fees from transferred cases that are not subject to the fifty percent fee sharing agreement described in Paragraph 10.

23. Pursuant to the PMPED Employment Agreement, attorney fees collected from transferred cases that are not subject to the fifty percent fee sharing agreement described in Paragraph 10 must be divided between Plaintiff PMPED and Defendant Barnes by an arbitrator.

24. Upon information and belief, Defendant Barnes Law Firm knew that Defendant Barnes agreed to and was contractually obliged to share attorney fees collected from the transferred cases with Plaintiff PMPED as described herein. Despite this knowledge, Defendant Barnes Law Firm procured the breach of the fee sharing agreements described herein between Plaintiff PMPED and Defendant Barnes.

25. Upon information and belief, Defendants are currently holding a substantial amount of attorney fees collected from settlements of the transferred cases.

26. Following the resignation of Defendant Barnes, Plaintiff PMPED paid legal fees owed by Defendant Barnes in matters arising during his tenure at PMPED. Defendant Barnes previously agreed to pay his pro-rata share of costs for legal services provided on his behalf but has refused to reimburse Plaintiff PMPED for these costs.

27. Upon information and belief, Defendant Barnes Law Firm knew that Defendant William Barnes had agreed to pay his pro-rata share of costs for legal services provided on his behalf as described herein. Despite this knowledge, Defendant Barnes Law Firm procured the breach of this agreement between Plaintiff PMPED and Defendant Williams Barnes.

FIRST CAUSE OF ACTION

Breach of Contract

Defendant William Barnes and Barnes Law Firm

28. The above allegations are alleged as if repeated verbatim.

29. A binding agreement existed between Plaintiff PMPED and Defendant Barnes under which fifty percent of attorney fees earned in the reassigned cases would be paid to Plaintiff PMPED.

30. Upon information and belief, Defendant Barnes, while employed at Defendant Barnes Law Firm, has collected attorney fees from the reassigned cases that are subject to the fifty percent fee sharing agreement.

31. Defendant Barnes has failed to render payment to Plaintiff PMPED of any portion of the attorney fees collected in the reassigned cases subject to this fifty percent fee sharing agreement.

32. Further, a binding agreement existed between Plaintiff PMPED and Defendant Barnes under which Plaintiff PMPED and Defendant Barnes would divide attorney fees collected in the remaining transferred cases (those not subject to the fifty percent fee sharing agreement) according to the determination of an arbitrator to be agreed to by the parties. Upon information and belief, Defendants Barnes and Barnes Law Firm have collected attorney fees from transferred cases where the division of attorney fees must be determined by an arbitrator. Defendant William Barnes has retained all attorney fees collected from the transferred cases, including the entirety of Plaintiff PMPED's portion of those fees.

33. Further, a binding agreement existed between Plaintiff PMPED and Defendant Barnes under which Defendant Barnes would reimburse Plaintiff PMPED for legal fees related to Defendant Barnes or for which he may be liable. Plaintiff PMPED made payment for legal services provided on behalf of Defendant Barnes. However, Defendant William Barnes has refused to reimburse Plaintiff PMPED for the legal services provided on his behalf.

34. As a result of the breaches and unjustifiable failure to perform the agreements and contracts as described herein, Plaintiff PMPED has been unable to collect attorney fees or reimbursement for legal costs to which it is entitled and Plaintiff PMPED has incurred significant expense in gaining information on the settlements due to Defendant Barnes' refusal to provide this information when requested.

35. As a proximate result of the breaches and fraudulent acts by Defendant Barnes, Plaintiff PMPED has suffered damages, entitling Plaintiff PMPED to an award of actual and consequential damages against Defendants.

SECOND CAUSE OF ACTION

Unjust Enrichment

Defendants William Barnes and Barnes Law Firm

36. The above allegations are alleged as if repeated verbatim.

37. By retaining all attorney fees collected from the transferred cases and refusing to render payment of the those funds owed to Plaintiff PMPED, as described herein, Defendants Barnes and Barnes Law Firm have unjustly retained and converted funds that belong to Plaintiff PMPED.

38. The retention, conversion and nonpayment of these funds by Defendants under the conditions and circumstances described herein are unjust and inequitable.

39. Further, the 2021 bonus paid to Defendant Barnes by the other PMPED shareholders allowed Defendant Barnes, a PMPED shareholder who did not make a loan to PMPED, to be unjustly enriched at Plaintiff PMPED's expense.

40. As a proximate result of the conduct by Defendants described herein, Plaintiff PMPED has suffered damages, entitling Plaintiff PMPED to an award of actual and consequential damages against Defendants.

THIRD CAUSE OF ACTION

Conversion

Defendants William Barnes and Barnes Law Firm

41. The above allegations are alleged as if repeated verbatim.

42. Plaintiff PMPED has an interest in the attorney fees earned in the transferred cases and these fees are currently held by Defendants Barnes and Barnes Law Firm.

43. Plaintiff PMPED has demanded that Defendants provide the attorney fees earned by Plaintiff PMPED that are in their possession.

44. Defendants have, without reasonable justification or excuse, refused to surrender the attorney fees earned by Plaintiff PMPED.

45. Plaintiff PMPED has not consented to or excused continued possession or retention of the attorney fees owed by PMPED by Defendants, and, to the contrary, demanded that Defendants provide these attorney fees to Plaintiff.

46. As a proximate result of Defendants' conversion, Plaintiff PMPED has suffered damages, entitling Plaintiff PMPED to an award of actual and consequential damages against Defendants.

FOURTH CAUSE OF ACTION

Tortious Interference with Contract

Defendant Barnes Law Firm

47. The above allegations are alleged as if repeated verbatim.

48. As described herein, including but not limited to Paragraph 10, a valid contract exists concerning the fifty percent attorney fee sharing agreement for the reassigned cases.

49. As described herein, including but not limited to Paragraph 12, a valid contract exists concerning fees collected in all other transferred cases that requires the division of attorney fees collected in those cases to be determined by an arbitrator.

50. Defendant Barnes Law Firm knew of these contracts and intentionally interfered with the contracts and procured the breaches of these contracts.

51. Upon information and belief, Defendant Barnes Law Firm encouraged and incentivized Defendant William Barnes' failure to render payment of attorney fees owed to Plaintiff PMPED as required under the contracts.

52. Defendant Barnes Law Firm acted without justification with respect to the intentional interference with the contracts and procurement of the contractual breaches.

53. As a proximate result of the conduct of Defendant Barnes Law Firm described herein, Plaintiff PMPED has suffered prejudice and damages entitling Plaintiff PMPED to an award of actual and consequential damages against Defendants.

PRAYER FOR RELIEF

54. WHEREFORE, Plaintiff PMPED, incorporating all allegations and averments set forth above, demands and prays for as follows:

a. That the Court award Plaintiff PMPED actual and consequential damages as demanded herein;

b. That the Court award Plaintiff PMPED its reasonable attorney's fees and all litigation expenses incurred in bringing this action against Defendants.

c. That the Court order Defendant Barnes to immediately render payment of fifty percent of all attorney fees collected from the transferred cases that are subject to the fifty percent attorney fee sharing agreement, and set forth requirements for prompt payment of all attorney fees collected from future settlements of such cases;

d. That the Court make a determination as to the division of attorney fees that have been collected and that may be collected in the future from transferred cases that are not subject to the fifty percent attorney fee sharing agreement;

e. That the Court order Defendant Barnes to reimburse Plaintiff PMPED for all legal fees paid by Plaintiff PMPED on behalf of Defendant Barnes as demanded herein;

f. That the Court order Defendant Barnes to reimburse Plaintiff PMPED for the additional bonus paid to Defendant Barnes based on Defendant Barnes' knowing and false representations concerning the transferred cases;

g. That the Court order Defendant Barnes to arbitrate, before a licensed attorney selected by Plaintiff or mutual agreement of the parties, any issue determined to be subject to arbitration and that the Court issue an Order as to any rules the Court deems necessary for the arbitration proceedings;

h. That the Court award all damages suffered by Plaintiff PMPED as a proximate cause of the actions of Defendants Barnes and Barnes Law Firm;

i. That a trial be had by jury on all triable issues;

j. That the Court award Plaintiff PMPED such other and further relief as is just and proper.

Respectfully submitted,

PIERCE, SLOAN, KENNEDY & EARLY, LLC
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Post Office Box 22437
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(843) 722-7733

s/R. Richard Gergel
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Attorneys for Plaintiff PMPED

December 16, 2024
Charleston, South Carolina

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into the 1st day of January, 2018, by and between Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A., a South Carolina professional corporation (hereinafter called the "Employer"), and John E. Parker, Daniel E. Henderson, Mark D. Ball, Randolph Murdaugh, IV, Ronnie L. Crosby, R. Alexander Murdaugh, Bert G. Utsey, III, Lee D. Cope, Grahame E. Holmes, Matthew V. Creech and William F. Barnes, III (each of whom is hereinafter called the "Employee").

WITNESSETH:

WHEREAS, the Employer wishes to employ the Employee on the terms and conditions hereinafter set forth; and

WHEREAS, the Employee is willing to accept such employment.

NOW, THEREFORE, the parties hereto, in consideration of the premises and the mutual covenants and promises hereinafter contained do hereby agree as follows:

1. Employment. The Employer does hereby agree to employ the Employee in the practice of law.

2. Acceptance. The Employee accepts such employment and agrees that the Employee will devote the Employee's entire time and endeavor to the Employer's business.

3. Services for Benefit of Employer. All professional services rendered by the Employee shall be rendered as an employee of the Employer, and all proceeds and remuneration received therefor shall inure to the Employer's benefit.

4. Adherence to Standards. The Employee will devote his full time, attention, energy, skill, loyalty, and best efforts to his duties under this Agreement in a manner that will faithfully and diligently further the business and best interests of Employer and will at all times adhere to the Rules of Professional Conduct and all policies and procedures of the Employer.

5. Term. This Agreement shall terminate on December 31 of each calendar year ("Termination Date"), unless extended by consent of the parties, or unless terminated earlier as hereinafter provided. There shall be a presumption of extension from year to year if the Employee continues rendering services. The execution of a supplemental or replacement agreement shall not be necessary and is not contemplated so long as there are no changes in this Agreement other than the passage of time. Notwithstanding anything herein to the contrary, nothing in this Agreement grants any party the right to employment for any definite term, and the

CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE §§ 15-48-10 ET SEQ., AS AMENDED FROM TIME TO TIME

Employer or the Employee may terminate this Agreement at any time in accordance with Paragraph 6, Paragraph 7 or Paragraph 9.

6. Termination by Employee. This Agreement may be terminated by the Employee prior to December 31, of each calendar year, but only as follows:

(a) If the Employer breaches or defaults in the fulfillment of any material provision of this Agreement, and if after thirty (30) calendar days' written notice, given by the Employee to the Employer, such breach or default has not been cured, the Employee may, at his (her) option, terminate this Agreement forthwith.

(b) If the Employee wishes to terminate or not renew this Agreement for any other reason, the Employee may do so upon one hundred twenty (120) calendar days' prior written notice to the Employer.

(c) In the event employment is terminated for any reason by the Employer or the Employee, the Employer shall purchase, and the Employee shall sell, all shares at Book Value determined as of December 31 of the calendar year preceding the year in which termination occurs. The term "Shareholder" is used to describe an individual who owns stock in the Employer. Under the current practices of the Employer, each Employee is also a Shareholder, but the term "Shareholder" is used in this Agreement to distinguish instances in which an individual is acting as a shareholder of the Employer, as opposed to an employee of the Employer. "Book Value" means the net shareholders' equity of the Employer (assets less liabilities) as determined by the Employer's accountants in accordance with the Employer's normal method of accounting, multiplied by a fraction with a numerator equal to the number of shares held by the terminated Shareholder and a denominator equal to the number of shares outstanding, as of the date with respect to which such determination is made.

7. Termination by Employer. This Agreement may be terminated by the Employer as to any Employee prior to December 31, of each calendar year, but only as follows:

(a) If an Employee breaches or defaults in the fulfillment of any material provision of this Agreement, and if after thirty (30) calendar days' written notice, given by the Employer to the Employee, such breach or default has not been cured, the Employer may, at its option, terminate the Agreement as to that Employee forthwith.

(b) If any of the following acts occur, and sixty-seven (67%) percent of the total number of Shareholders vote in favor of terminating this Agreement as to any Employee, that Employee's employment may be terminated immediately without prior written notice:

(1) the Employee is disbarred from the practice of law or the Employee's

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license to practice law in the State of South Carolina is withdrawn or suspended for any reason; or

(2) the Employee performs any intentional act that can be reasonably expected to damage the reputation or assets of the Employer.

(c) This Agreement may also be terminated by the Employer as to any Employee (with or without cause) if, at any time, sixty-seven (67%) percent of the total number of Shareholders of the Employer vote in favor of terminating the Agreement as to such Employee. If such vote occurs, the Employer shall give the Employee written notice specifying the effective date of such termination.

8. Agreement Continues for Other Shareholders. If this Agreement is terminated as to any Employee pursuant to Paragraph 6, Paragraph 7, or Paragraph 9, it shall remain in full force and effect as to the remaining Shareholders.

9. Non-Renewal by Employer. The Employer may elect not to renew this Agreement on contract expiration date, or if extended in accordance with Paragraph 5 above, at the end of the then-current calendar year. If, as of the end of the calendar year, sixty-seven (67%) percent of the total number of Shareholders of the Employer vote in favor of not renewing the Agreement as to any Employee, this Agreement shall be terminated as to such Employee upon the date set forth in written notice provided by the Employer to the terminated Employee.

10. Base Salary and Additional Distributions.

(a) The following capitalized words used in this Agreement have the following meanings unless the context otherwise clearly requires:

(i) "Additional Distribution" means any cash compensation paid to an Employee that does not constitute Base Salary.

(ii) "Base Salary" means the cash compensation paid to a Shareholder for a particular year at a predetermined rate established by the Shareholders as of the beginning of such year, such amount to be paid to a Shareholder in accordance with the normal payroll practices of the Employer.

(iii) "Eligible Employee" means an Employee whose revenues for the year exceed his pro rata share of Overhead. An Employee who ceases to be an Employee during a particular year because of death, Total Disability or other termination may be an Eligible Employee (for purposes of Section 10(c)(iii)(A)) so long as the terminated Employee's revenues for such year exceed such Employee's pro rata share of Overhead. An "Ineligible Employee" is

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any Employee other than an Eligible Employee.

(iv) "Non-Shareholder Revenue" means any income received by the Employer that is not treated as Shareholder Revenue. Examples of Non-Shareholder Revenue include associate revenues, paralegal revenues, and excess cost reimbursements.

(v) "Originating Attorney" means an Employee who gets a client (either directly or through associating counsel) to retain the Employer to represent the client on a specific case. There may be more than one Originating Attorney with respect to a case.

(vi) "Originating and Responsible Attorney" means an Employee who is both an Originating Attorney and a Responsible Attorney with respect to a case.

(vii) "Overage" means, with respect to an Eligible Employee, the excess of such Eligible Employee's Shareholder Revenue over such Eligible Employee's allocated share of Overhead.

(viii) "Overhead" means (A) the sum of all costs incurred by the Employer during a specified period (excluding Additional Distributions), reduced by (B) all Non-Shareholder Revenue received by the Employer during such period, all as determined on the cash basis of accounting.

(ix) "Responsible Attorney" means an Employee who is credited with being responsible for a specific case and who has performed services with respect to the case; however, if an Employee's services with respect to a case were limited and insignificant, then he will not be considered a Responsible Attorney with respect to the case. There may be more than one Responsible Attorney with respect to a case.

(x) "Shareholder Revenue" means any legal fee revenue received by the Employer and treated as being allocated to an Employee for purposes of determining compensation. Such allocation shall be made using the Employer's rules and practices as from time to time determined by the Shareholders.

(b) As of the beginning of each year, the Base Salary of each Employee shall be determined, taking into consideration such Employee's industry, experience and training, and also considering the value of the Employee's services as measured the Employer's then-existing compensation system, all as determined by a majority vote of the Shareholders.

(i) An Employee who is an Employee for only part of a particular year shall only be entitled to receive the percentage of Base Salary equal to the percentage of such year during which such Employee is an Employee.

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(ii) The Employer may, without breaching this Agreement, but acting through the consent of a majority of the Shareholders, reduce, raise or otherwise alter the Base Salary of an Employee at any time during the year as the Employer believes is reasonably necessary or appropriate.

(c) The Employee shall be entitled to an Additional Distribution with respect to a particular calendar year only if such Employee is an Eligible Employee. Additional Distributions shall be determined as of the calendar year end pursuant to the formula set forth below:

(i) The Employer shall determine the Overhead for such year. The Shareholder Revenues of an Ineligible Employee shall reduce Overhead and shall not otherwise be counted in determining Overage.

(ii) The Employer shall then allocate the Overhead among all Eligible Employees by dividing the Overhead by the number of Eligible Employees. If an Eligible Employee is an Employee for only part of such year ("Part-Year Employee"), Overhead shall be allocated among the Eligible Employees in a manner that takes into account the fact that such Part-Year Employee was only an Employee for part of such year. As an example, if there are ten Employees who are Employees for the entire year and one Part-Year Employee who is an Employee for only the last 180 days of such year, the allocation shall be done by allocating 180/3830 of the Overhead to the Part-Year Employee and 365/3830 of the Overhead to each of the other Employees.

(iii) An Eligible Employee shall be entitled to an Additional Distribution as calculated in this subparagraph (iii).

(A) 7.5% of each Eligible Employee's Overage shall be paid into a fund that will then be divided on a pro rata basis by the number of Eligible Employees and the Employer shall pay each Eligible Employee his pro rata share from this fund; and

(B) The Employer shall pay the remaining 92.5% of such Eligible Employee's Overage to such Eligible Employee.

Notwithstanding the foregoing, a Part-Year Employee shall be entitled to the Additional Distribution described in paragraph (iii)(A) for such year but not the Additional Distribution described in paragraph (iii)(B) for any year, including the year his employment terminated.

(iv) The Employer may estimate Overage during the year and from time to

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time make such advance Additional Distributions as a majority of the Shareholders deem appropriate; provided, however, that Additional Distributions for any year shall be made in accordance with the foregoing provisions of this paragraph 10(c), and each Employee who receives more than his share of Additional Distributions as a result of such advance Additional Distributions agrees to return any excess Additional Distributions upon demand by the Employer.

(d) Notwithstanding the foregoing provisions of this paragraph, any Employee who ceases to be an Employee during a year because of death, Total Disability or other termination ("Terminated Employee") shall be entitled to retain any Base Salary received on or before such termination and if an Eligible Employee, the Additional Distribution provided for in paragraph (c)(iii)(A) for such year. Upon such termination, such Employee shall no longer be eligible to receive Base Salary or other Additional Distributions pursuant to this paragraph 10 (even if such Employee is an Eligible Employee). In the year of such termination, the Shareholder Revenues of a Terminated Employee shall reduce Overhead up to the amount of the Terminated Employee's share of Overhead but shall not otherwise be counted in determining Overage. In subsequent years, the Shareholder Revenues of a Terminated Employee shall not be counted in determining Overage.

11. Partial Disability. "Partial Disability" means that an Employee's ability to substantially perform the Employee's job under this Agreement (with or without reasonable accommodation) is limited by reason of a medically determinable physical or mental impairment but that such Employee is still able to contribute meaningfully to the ongoing handling of cases and the operation of the Employer. In the event of an Employee's Partial Disability, recognizing that the impact of such Partial Disability will vary from employee to employee, the Employee and the Employer agree that it is very difficult to set out a definitive plan of compensation for an Employee who becomes Partially Disabled but is able to contribute to the ongoing handling of cases and operation of the Employer.

The procedures set forth in the event of death or Total Disability can offer guidance in determining a fair way to compensate a Partially Disabled Employee. In the event of an Employee's Partial Disability, the Employer and the Partially Disabled Employee shall consult and agree at least annually upon fair compensation based on the Partially Disabled Employee's contribution during the year.

12. Accommodation. In the event that the Employee shall, during the term of this Agreement, become Partially Disabled, the Employer in accordance with the Americans with Disabilities Act, if it should then apply, shall attempt to reasonably accommodate the Employee, which accommodation may include, inter alia, a reduction to part-time status with a concomitant reduction in Base Salary. The Employee at his (her) option may elect to continue such employment under the terms and conditions offered by the Employer or, in lieu thereof, elect to

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seek a Total Disability status or Termination in accordance with the provisions of Paragraphs 15 and 16 below.

13. Payment upon Specified Event. As further compensation for services rendered by the Employee, upon the earliest to occur of the following events (each a "Specified Event") with respect to an Employee, the Employer agrees to pay the amount determined in accordance with the specified paragraph:

Specified Event	*Paragraph of Agreement to determine payment*
Death of Employee	14
Total Disability of Employee	15
Termination or Non-Renewal of Employee's Employment (including retirement) (other than because of death or Total Disability)	16

Upon the occurrence of a Specified Event with respect to an Employee, the Employer shall pay no amount with respect to such Employee pursuant to this Agreement other than the amount determined in accordance with Paragraph 14, Paragraph 15 or Paragraph 16 (as applicable); provided that this Agreement shall not preclude the payment of benefits with respect to such Employee under any other compensation plan, retirement plan, or insurance plan that is not part of this Agreement.

14. Payment upon Employee's Death. In the event of the Employee's death during the original term (or any renewal term) of this Agreement:

(a) With respect to the year of the Employee's death and for any succeeding year following the year of the Employee's death in which fees are received on cases with respect to which the deceased Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney, the Employer shall pay to the deceased Employee's estate any positive amount generated by the following calculation (determined separately for each such year):

(i) The sum of the following amounts received for the year (determined on the cash basis of accounting):

(A) The Employee's portion of fees received in the year of the Employee's death on or before the date of the Employee's death with respect to cases for which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.

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(B) The Employee's portion of fees received after the Employee's death on cases settled prior to the Employee's death and with respect to which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.

(C) For cases settled after the Employee's death and with respect to which the Employee was an Originating Attorney (but not a Responsible Attorney), the deceased Employee's part of the Originating Attorney portion of the fees received on a case with respect to which the Employee was the Originating Attorney or one of the Originating Attorneys. This amount shall be thirty-three and one-third percent (33⅓%) of the fees received on cases where the Employee was the only Originating Attorney and a pro rata share of thirty-three and one-third percent (33⅓%) where the Employee was one of multiple Originating Attorneys.

(D) For cases settled after the Employee's death and with respect to which the Employee was a Responsible Attorney (but not an Originating Attorney), an amount between ten percent (10%) and thirty-three and one-third percent (33⅓%) of the fees on such case as determined pursuant to paragraph (F) below.

(E) For cases settled after the Employee's death and with respect to which the Employee was an Originating and Responsible Attorney, an amount between thirty-three and one-third percent (33⅓%) and fifty percent (50%) of the fees on such case as determined pursuant to paragraph (F) below.

(F) Paragraphs (D) through (E) recognize that there may be more than one Originating Attorney and/or Responsible Attorney with respect to a case and that a deceased Employee may leave cases in various stages of completion. The percentage ranges specified in paragraphs (D) and (E) are meant to account for these factors as well as the deceased Employee's contribution to the overall outcome of such case, the stage of completion of the case as of the Employee's death, and the additional work after the Employee's death to complete the case. (The ranges specified in paragraphs (D) and (E) shall be subject to any contrary written agreement made with respect to particular cases prior to the Employee's death.) The attorney(s) who completes the work on the file shall consult with at least two other Shareholders (such attorney and two

CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE §§ 15-48-10 ET SEQ., AS AMENDED FROM TIME TO TIME

Shareholders referred to as the "Determining Attorneys") regarding the fairness of the fee split. The Determining Attorneys shall determine a percentage within the ranges specified in paragraphs (D) and (E) to apply with respect to the particular fees or portion of fees for a particular case. Such percentage may vary from case to case. The decision of the Determining Attorneys shall be reduced to writing and retained by accounting and shall be binding on all parties, subject to review only for claims of bad faith.

(G) All fees referred to in (A) through (D) above are those fees actually received by the Employer net of any associated counsel fees and costs.

(ii) Reduced by for the year of the Employee's death only, the Employee's pro rata share of Overhead for such year, multiplied by the ratio of the number of days of the year up to and including the date of the Employee's death divided by 365.

If the sum calculated pursuant to paragraph (ii) exceeds the sum calculated pursuant to paragraph (i) for any such year, such excess shall carry over to the subsequent year(s) and reduce the sum calculated pursuant to paragraph (i) for such subsequent year.

These provisions shall be construed and applied so as not to credit the deceased Employee more than once for any revenues and not to charge the deceased Employee more than once for any Overhead. Such amount shall be determined on an annual basis and the amount determined for a particular year shall be paid by March 31 of the following year. The Employer may estimate any amounts due under this Paragraph 14 and pay such amounts prior to the date set forth in the preceding sentence; provided that (i) the Employer agrees to pay to the deceased Employee's estate any amount required to be paid by this paragraph in excess of such estimate and (ii) the Employee's estate agrees to return to the Employer any portion of such estimated payment that exceeds the amount required to be paid by this paragraph.

(b) For purposes of calculating compensation for other Employees (see Paragraph 10), (i) the Shareholder Revenue of the deceased Employee shall be excluded from any Overage calculation; and (ii) any Overhead offset by the Shareholder Revenue of the deceased Employee pursuant to Paragraph 14(a)(ii) shall not be counted as part of Overhead.

(c) Within 90 days of the date of the Employee's death, the Employer shall purchase from the deceased Employee's estate, and the Employee's estate shall sell to the Employer, the stock held by the deceased Employee in the Employer at Book Value (as defined in Paragraph

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6(d)) of such stock as of December 31 of the year immediately preceding the year of the Employee's death. The Employee's estate shall have no right to vote on any matter submitted to the shareholders for a vote; the Employee shall be automatically removed as director and the Employee's estate shall have no right to vote for any successor director; and the Employee's estate shall have no rights of a shareholder except as expressly provided in this Agreement.

15. Payment upon Employee's Total Disability. In the event of the Employee's "Total Disability" (as defined below) during the original term (or any renewal term) of this Agreement:

(a) With respect to the year of the Employee's Disability Effective Date and any succeeding year following the year of the Employee's Disability Effective Date in which fees are received on cases with respect to which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney, the Employer shall pay to the Disabled Employee any positive amount generated by the following calculation (determined separately for each such year):

(i) The sum of the following amounts received for the year (determined on the cash basis of accounting):

(A) The Employee's portion of fees received in the year of the Employee's Disability Effective Date on or before the date of the Employee's Disability Effective Date with respect to cases for which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.

(B) The Employee's portion of fees received after the Employee's Disability Effective Date on cases settled prior to the Employee's Disability Effective Date and with respect to which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.

(C) For cases settled after the Employee's Disability Effective Date and with respect to which the Disabled Employee was an Originating Attorney (but not a Responsible Attorney), the Disabled Employee's part of the Originating Attorney portion of the fees received on a case with respect to which the Disabled Employee was the Originating Attorney or one of the Originating Attorneys. This amount shall be thirty-three and one-third percent (33⅓%) of the fees received on cases where the Disabled Employee was the only Originating Attorney and a pro rata share

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of thirty-three and one-third percent (33⅓%) where the Disabled Employee was one of multiple Originating Attorneys.

(D) For cases settled after the Employee's Disability Effective Date and with respect to which the Disabled Employee was a Responsible Attorney (but not an Originating Attorney), an amount between ten percent (10%) and thirty-three and one-third percent (33⅓%) of the fee on such case as determined pursuant to paragraph (F) below.

(E) For cases settled after the Employee's Disability Effective Date and with respect to which the Employee was an Originating and Responsible Attorney, an amount between thirty-three and one-third percent (33⅓%) and fifty percent (50%) of the fees on such case as determined pursuant to paragraph (F) below.

(F) Paragraphs (D) through (E) recognize that there may be more than one Originating Attorney and/or Responsible Attorney with respect to a case and that a Disabled Employee may leave cases in various stages of completion. The percentage ranges specified in paragraphs (D) and (E) are meant to account for these factors as well as the Disabled Employee's contribution to the overall outcome of such case, the stage of completion of the case as of the Employee's Disability Effective Date, and the additional work after the Employee's Disability Effective Date to complete the case. (The ranges specified in paragraphs (D) and (E) shall be subject to any contrary written agreement made with respect to particular cases prior to the Employee's Disability Effective Date.) The attorney(s) ("Working Attorney") who completes the work on the file shall consult with at least two other Shareholders and the Disabled Employee (but only if such Working Attorney believes that the Disabled Employee is mentally competent) (such Working Attorney, the two other Shareholders and the Disabled Employee (if the Working Attorney believes the Disabled Employee to be mentally competent) referred to as the "Determining Attorneys") regarding the fairness of the fee split. The Determining Attorneys shall determine (by majority vote) a percentage within the ranges specified in paragraphs (D) and (E) to apply with respect to the particular fees or portion of fees for a particular case. Such percentage may vary from case to case. The decision of the Determining Attorneys shall be reduced to writing and retained by

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accounting and shall be binding on all parties, subject to review only in cases of bad faith.

(G) All fees referred to in (A) through (D) above are those fees actually received by the Employer net of any associated counsel fees and costs.

(ii) Reduced by for the year of the Employee's Disability Effective Date only, the Employee's pro rata share of Overhead for such year, multiplied by the ratio of the number of days of the year up to and including the date of the Employee's Disability Effective Date divided by 365.

If the sum calculated pursuant to paragraph (ii) exceeds the sum calculated pursuant to paragraph (i) for any such year, such excess shall carry over to the subsequent year(s) and reduce the sum calculated pursuant to paragraph (i) for such subsequent year.

These provisions shall be construed and applied so as not to credit the Disabled Employee more than once for any revenues and not to charge the Disabled Employee more than once for any Overhead. Such amount shall be determined on an annual basis and the amount determined for a particular year shall be paid by March 31 of the following year. The Employer may estimate any amounts due under this Paragraph 15 and pay such amounts prior to the date set forth in the preceding sentence; provided that (i) the Employer agrees to pay to the Disabled Employee any amount required to be paid by this paragraph in excess of such estimate and (ii) the Disabled Employee agrees to return to the Employer any portion of such estimated payment that exceeds the amount required to be paid by this paragraph.

(b) For purposes of calculating compensation for other Employees (see Paragraph 10), (i) the Shareholder Revenue of the Disabled Employee shall be excluded from any Overage calculation; and (ii) any Overhead offset by the Shareholder Revenue of the Disabled Employee pursuant to Paragraph 15(a)(ii) shall not be counted as part of Overhead.

(c) Within 90 days of the date of the Employee's Disability Effective Date, the Employer shall purchase from the Disabled Employee, and the Employee shall sell to the Employer, the stock held by the Disabled Employee in the Employer at Book Value (as defined in Paragraph 6(d)) of such stock as of December 31 of the year immediately preceding the year of the Employee's Disability Effective Date. The Disabled Employee shall have no right to vote on any matter submitted to the shareholders for a vote; the Disabled Employee shall be automatically removed as a director and the Disabled Employee shall have no right to vote for any successor director; and the Disabled Employee shall have no rights of a shareholder except as expressly provided in this Agreement.

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(d) For purposes of this Agreement, "Total Disability" means the Employee's inability to substantially perform the Employee's job under this Agreement (with or without reasonable accommodation) by reason of any medically determinable physical or mental impairment. If the Employer or the Employee (or representative of the Employee) determines in good faith that the Total Disability of the Employee has occurred, such party shall provide to the other party written notice of the Total Disability. If the parties agree that Total Disability has occurred, then the Employee shall be regarded as Disabled for purposes of this Agreement. If there is an issue concerning the Employee's Total Disability, a determination shall be made by a physician mutually acceptable to the Employer and the Employee (or representative of the Employee) or, if the Employer and the Employee cannot agree upon a physician, by a physician selected by agreement of a physician designated by the Employer and a physician designated by the Employee; provided, however, that if such physicians cannot agree upon a third physician within thirty (30) days, such third physician shall be designated by the American Arbitration Association. The Employee shall cooperate with any reasonable request of the physician in connection with such certification. Such physician's determination shall, for the purposes of this Agreement, be conclusive of the issue of the Employee's Total Disability.

In the event that the Employee is agreed or determined to be Disabled, the Employee's employment with the Employer shall terminate effective on the thirtieth day after the sending of written notice by one party to the other party ("Disability Termination Notice") at any time after a period of one hundred twenty (120) consecutive days of Total Disability or a period of one hundred eighty (180) days of Total Disability within any twelve (12) consecutive months and, in either case, while such Total Disability is continuing (the thirtieth day after the Disability Termination Notice being the "Disability Effective Date"); provided that, within the thirty (30) days after such Disability Termination Notice, the Employee shall not have returned to full-time performance of the Employee's duties.

Nothing in this Section 15(d) shall be construed to waive the Employee's rights, if any, under existing law. An Employee's Total Disability shall be deemed to have begun on the Disability Effective Date.

16. Payment upon Termination. In the event of a non-renewal or termination of employment by the Employee pursuant to paragraph 6 or by the Employer pursuant to paragraph 7 or paragraph 9 (not as a result of the Employee's death or Total Disability) ("Termination"), the Employer and the Employee shall attempt to enter a written agreement regarding any compensation due to the Employee from the Employer after such Termination. The date of Termination shall be referred to as the "Termination Date."

In the event that the Employer and the Employee are unable to reach such written agreement, such Employee's future compensation shall be determined as set out below:

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(a) No Base Salary or Additional Distributions (except to the limited extent provided in paragraph 10(c)(iii) if such Employee is an Eligible Employee) shall be paid to the Employee after the Termination Date.

(b) With respect to the year of Termination and any succeeding year following the year of the Employee's Termination in which fees are received on cases with respect to which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney, the Employer shall pay to the terminated Employee any positive amount generated by the following calculation (determined separately for each such year):

(i) The sum of the following amounts received for the year (determined on the cash basis of accounting):

(A) The Employee's portion of fees received in the year of Termination on or before the Termination Date with respect to cases for which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.

(B) The Employee's portion of fees received after the Termination Date on cases settled prior to the Termination Date and with respect to which the Employee was an Originating Attorney, Responsible Attorney or Originating and Responsible Attorney.;

(C) For cases settled after the Termination Date and with respect to which the terminated Employee was an Originating Attorney (but not a Responsible Attorney), the terminated Employee's part of the Originating Attorney portion of the fees received on a case with respect to which the terminated Employee was the Originating Attorney or one of the Originating Attorneys. This amount shall be thirty-three and one-third percent (33⅓%) of the fees received on cases where the terminated Employee was the only Originating Attorney and a pro rata share of thirty-three and one-third percent (33⅓%) where the terminated Employee was one of multiple Originating Attorneys.

(D) For cases settled after the Termination Date and with respect to which the terminated Employee was a Responsible Attorney (but not an Originating Attorney), an amount between ten percent (10%) and thirty-three and one-third percent (33⅓%) of the fee on such case as determined pursuant to paragraph (F) below.

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(E) For cases settled after the Employee's Termination Date and with respect to which the Employee was an Originating and Responsible Attorney, an amount between thirty-three and one-third percent (33⅓%) and fifty percent (50%) of the fees on such case as determined pursuant to paragraph (F) below.

(F) Paragraphs (D) through (E) recognize that there may be more than one Originating Attorney and/or Responsible Attorney with respect to a case and that a terminated Employee may leave cases in various stages of completion. The percentage ranges specified in paragraphs (D) and (E) are meant to account for these factors as well the terminated Employee's contribution to the overall outcome of such case, the stage of completion of the case as of the Employee's Termination Date, and the additional work after the Employee's Termination Date to complete the case. The attorney(s) ("Working Attorney") who completes the work on the file shall consult with at least two other Shareholders (such Working Attorney and the two other Shareholders are referred to as the "Determining Attorneys") regarding the fairness of the fee split. The Determining Attorneys shall determine (by majority vote) a percentage within the ranges specified in paragraphs (D) and (E) to apply with respect to the particular fees or portion of fees for a particular case. Such percentage may vary from case to case. The decision of the Determining Attorneys shall be reduced to writing and retained by accounting and shall be binding on all parties, subject to review only for claims of bad faith.

(G) All fees referred to in (A) through (D) above are those fees actually received by the Employer net of any associated counsel fees and costs.

(ii) Reduced by the sum of the following amounts:

(A) For the year of the Termination Date only, the Employee's pro rata share of Overhead for such year, multiplied by the ratio of the number of days of the year up to and including the date of the Employee's Termination Date divided by 365; and

(B) Any fees received by the Employee's new firm on any case that was being handled by the Employer on the Termination Date ("Other Firm Fees").

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If the sum calculated pursuant to paragraph (ii) exceeds the sum calculated pursuant to paragraph (i) for any such year, such excess shall carry over to the subsequent year(s) and reduce the sum calculated pursuant to paragraph (i) for such subsequent year.

These provisions shall be construed and applied so as not to credit the terminated Employee more than once for any revenues and not to charge the terminated Employee more than once for any Overhead or Other Firm Fees. Such amount shall be determined on an annual basis and the amount determined for a particular year shall be paid by March 31 of the following year. The Employer may estimate any amounts due under this Paragraph 16 and pay such amounts prior to the date set forth in the preceding sentence; provided that (i) the Employer agrees to pay to the terminated Employee any amount required to be paid by this paragraph in excess of such estimate and (ii) the terminated Employee agrees to return to the Employer any portion of such estimated payment that exceeds the amount required to be paid by this paragraph. Furthermore, the terminated Employee agrees that he/she shall provide to the Employer full and accurate information concerning Other Firm Fees and such evidence thereof as the Employer may request from time to time. If the terminated Employee fails to provide such information and evidence within a reasonable time following request by the Employer, the Employer shall have no obligation to make any further payments under this Paragraph 16.

(c) For purposes of calculating compensation for other Employees (see Paragraph 10), (i) the Shareholder Revenue of the terminated Employee shall be excluded from any Overage calculation; and (ii) any Overhead offset by the Shareholder Revenue of the terminated Employee pursuant to Paragraph 16(b)(ii) shall not be counted as part of Overhead.

(d) Within 90 days of the date of the Termination Date, the Employer shall purchase from the terminated Employee, and the terminated Employee shall sell to the Employer, the stock held by the terminated Employee in the Employer at Book Value (as defined in Paragraph 6(d)) of such stock as of December 31 of the year immediately preceding the year of the Employee's Termination Date. From and after the Termination Date, the terminated Employee shall have no right to vote on any matter submitted to the shareholders for a vote; the terminated Employee shall be automatically removed as a director and the terminated Employee shall have no right to vote for any successor director; and the terminated Employee shall have no rights of a shareholder except as expressly provided in this Agreement.

17. No Other Payments. There shall be no payment of any sort in the nature of liquidation value, goodwill, or other consideration to be paid to any former Employee. The value of all services rendered by the terminating Employee prior to the effective date of termination, including services rendered but unbilled, shall remain with the Employer.

18. Transfer of Cases. If, in the event of termination of this Agreement, the Employee intends to engage in the practice of law, he (she) shall be permitted to take with him (her) such

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files, hereinafter referred to as "transferred cases," representing cases in process as shall be agreed upon between such departed Employee, the Employer, and the clients involved. All fees and other remuneration received by the Employer or by such departed Employee from such "transferred cases" shall be divided between such departed Employee and the Employer per written agreement reached as of the time of the Employee's departure or, in the absence of such agreement, via binding arbitration pursuant to the South Carolina Uniform Arbitration Act, S.C. Code Ann. §§ 15-48-10, *et seq.* (1976, as amended), to be held within 45 days of receipt of any disputed fees or other remuneration. Upon receipt of settlement funds for any transferred case, the departed Employee shall be responsible for reimbursing the Employer in full for all costs the Employer incurred on the transferred case, unless the Employer agrees to the contrary in writing. Nothing herein shall limit a departed Employee's right to associate the Employer as co-counsel for a transferred case if the Employer agrees to do so.

19. Professional Meetings. The Employer may require the Employee to attend such professional meetings and seminars each year as shall, in the Employer's opinion, serve to improve and maintain the Employee's professional competence, or be to the Employer's advantage and benefit; provided, however, that the Employer shall bear the expense of the Employee attending such meetings.

20. Governing Law. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by, and construed and interpreted in accordance with, the laws of the State of South Carolina. The parties agree that the state and federal courts in Hampton County, South Carolina shall have exclusive jurisdiction of litigation arising under this Agreement, and the parties agree to submit to the personal jurisdiction of those courts. Venue shall be properly and exclusively laid in Hampton County, South Carolina.

21. Amendment. No modification, amendment, addition or termination of this Agreement or waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all parties hereto.

22. Binding Agreement. This Agreement shall be binding on the parties, their heirs, legal representatives, successors and assigns.

23. Waiver of Breach. The waiver by the Employer of a breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

24. Notices. All notices under this Agreement shall be in writing and shall be served by personal service or registered mail, return receipt requested. Notice by mail shall be addressed to each party at his or its last known address.

CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE §§ 15-48-10 ET SEQ., AS AMENDED FROM TIME TO TIME

25. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, assurances, or contracts, whether oral or written, respecting said subject matter.

26. Severability. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. In the event that any provision of this Agreement is deemed unenforceable, the Employer and the Employee agree that a court of competent jurisdiction shall have jurisdiction to reform such provision, to the extent necessary to cause it to be enforceable to the maximum extent permitted by law, and they will abide by what said court determines.

27. Arbitration.

(a) Except to the extent referenced in paragraph (b), the Employer and the Employee agree that, to the extent permitted by law, any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, or the Employee's employment by the Employer or any termination thereof, shall be settled by arbitration. Arbitration will be held at a location in Hampton County, South Carolina. If the parties proceed to arbitration, it will be conducted in accordance with the South Carolina Uniform Arbitration Act. The parties agree to employ a licensed attorney as their arbitrator and will agree upon one arbitrator. In the event that the parties cannot agree, they will proceed pursuant to S.C. Code Ann. § 15-48-30, again relying on licensed attorneys for the position of arbitrator. The decision of the arbitrator(s) will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each party shall bear the costs equally of arbitration.

(b) The parties agree to resolve certain payment calculations (as provided in Paragraphs 14, 15 and 16) and fee decisions for transferred cases (as provided in Paragraph 18) by a separate arbitration procedure as set out in those Paragraphs.

28 Taxes. The Employer (or other payor) shall be empowered to withhold and remit all applicable taxes and withholdings related to the Employee's employment or ownership of stock in the Employer or any payment made pursuant to this Agreement to all federal, state and local taxing authorities, and shall report the Employee's earnings to such taxing authorities as required by law.

[signature page follows]

CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE §§ 15-48-10 ET SEQ., AS AMENDED FROM TIME TO TIME

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

John E. Parker

Daniel E. Henderson

Mark D. Ball

Randolph Murdaugh, IV

Ronnie L. Crosby

R. Alexander Murdaugh

Bert G. Utsey, III

Lee D. Cope

Grahame E. Holmes

Matthew V. Creech

William F. Barnes, III

CERTAIN PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE §§ 15-48-10 ET SEQ., AS AMENDED FROM TIME TO TIME

EXHIBIT 3

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2024-CP-25-00409
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A., Plaintiff, v. WILLIAM BARNES and BARNES LAW FIRM, LLC Defendants/Third Party Plaintiffs. v. PARKER LAW GROUP, LLP., Third Party Defendant.	**ORDER GRANTING PLAINTIFF'S MOTION TO STAY CASE AND COMPEL ARBITRATION**

This matter is before the Court on Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.'s ("Plaintiff" or "PMPED") Motion to Stay Case and Compel Arbitration; Defendant William Barnes and Barnes Law Firm's ("Defendants") Motion to Compel Discovery; Plaintiff's Motion for Protective Order; and Third Party Defendant Parker Law Group's ("PLG") Motion to Dismiss.

For the reasons stated below, the Court GRANTS Plaintiff's Motion to Stay Case and Compel Arbitration of all claims. All other motions are continued so that they may be determined by the arbitrator.

BACKGROUND

Defendant Barnes is a former employee of Plaintiff PMPED who is currently employed by Defendant Barnes Law Firm. Plaintiff PMPED alleges certain cases that originated at PMPED

were transferred to Defendant Barnes Law Firm and have settled, but that Defendants have failed to render attorney fees owed to Plaintiff.[1] Plaintiff further alleges Defendants withheld information on the existence and the amount of the settlements.[2] Further, Plaintiff alleges Defendant Barnes failed to reimburse Plaintiff for legal fees paid on behalf of Defendant Barnes.[3] Plaintiff also alleged Defendant Barnes Law Firm was unjustly enriched by the retention of the attorney fees and tortiously interfered with agreements regarding the sharing of attorney fees and reimbursement of legal fees.[4]

Plaintiff asserts the PMPED Employment Agreement governing Defendant Barnes' employment requires arbitration of all disputes between the parties. A copy of the Employment Agreement was provided to the Court. As set forth in Paragraph 27 of the Employment Agreement:

> (a) Except to the extent referenced in paragraph (b), the Employer and the Employee agree that, to the extent permitted by law, **any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, or the Employee's employment by the Employer or any termination thereof, shall be settled by arbitration**. Arbitration will be held at a location in Hampton County, South Carolina. If the parties proceed to arbitration, it will be conducted in accordance with the South Carolina Uniform Arbitration Act. The parties agree to employ a licensed attorney as their arbitrator and will agree upon one arbitrator. In the event that the parties cannot agree, they will proceed pursuant to S.C. Code Ann. § 15-48-30, again relying on licensed attorneys for the position of arbitrator. The decision of the arbitrator(s) will be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Each party shall bear the costs equally of arbitration.
>
> (b) The parties agree to resolve certain payment calculations (as provided in Paragraphs 14, 15 and 16) and fee decisions for

[1] Complaint ¶¶8-23.
[2] Complaint ¶19.
[3] Complaint ¶26.
[4] Complaint ¶¶24-27.

> transferred cases (as provided in Paragraph 18) by a separate arbitration procedure as set out in those Paragraphs.

The Complaint specifically asks the Court to determine whether the disputes are subject to arbitration and order Defendants to participate in the arbitration of all claims deemed arbitrable.[5]

Defendants assert counterclaims related to the same disputed legal fees and the division of attorney fees, as well as additional fees collected by PMPED allegedly owed to Defendant Barnes.[6] Further, Defendants assert third party claims against PLG relating to the same disputed legal and attorney fees based on PLG's alleged status as the "successor in interest" of PMPED.[7]

Plaintiff initially requested a determination regarding arbitrability in the Complaint and again moved to compel arbitration when filing the Motion to Stay Case and Compel Arbitration. Plaintiff also moved for a protective order preventing discovery until the Court reached a determination regarding arbitration. PLG moved to dismiss under Rule 12(b)(6), and, alternatively, asserted the disputes involving PLG are sufficiently related to the PMPED Employment Agreement to fall under the arbitration provision.[8] Defendants moved to compel Plaintiff to respond to discovery.

The threshold issue as to all motions presently before the Court is whether the claims are subject to arbitration, in which case the additional issues must be decided by the arbitrator.

ARGUMENTS PRESENTED

Plaintiff PMPED asserts all claims between the parties arise from or relate to the Employment Agreement, which contains an arbitration provision requiring the arbitration of all disputes relating to the Agreement or Defendant Barnes' employment.

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[5] Complaint ¶54(g).
[6] Defendants' Answer, Counterclaims and Third Party Complaint ¶¶132-174.
[7] Defendants' Answer, Counterclaims and Third Party Complaint ¶¶132-174.
[8] Third Party Defendant Parker Law Group's Memorandum in Support of Motion to Dismiss at p. 8.

Plaintiff's Motion to Stay Case and Compel Arbitration filed May 9, 2025 asks the Court to determine what claims are arbitrable and compel arbitration of all claims, a request also included in the Complaint. Plaintiff's briefing also states that Plaintiff filed the Complaint to protect its claims faced with an imminent statute of limitations deadline and Defendants' refusal to cooperate in resolving the dispute. During the July 10, 2025 hearing on the Motion, and in Plaintiff's supplemental briefing filed in support of the Motion, Plaintiff stated there have been repeated requests to Defendants to select an arbitrator, but that Defendants refused to cooperate.

Defendants filed no response in opposition to Plaintiff's Motion to Stay Case and Compel Arbitration, Plaintiff's Motion for Protective Order, or Third Party Defendant PLG's Motion to Dismiss. Similarly, Defendants filed no brief in support of their own Motion to Compel Discovery.

During the motions hearing, Defendants agreed the arbitration provision in the Employment Agreement is valid. However, Defendants asserted Plaintiff waived the right to enforce the arbitration provision by filing the Complaint in this case and serving discovery requests. Defendants had not asserted that Plaintiff waived the right to enforce the arbitration provision prior to the July 10, 2025 hearing. Defendants acknowledged the Complaint specifically requested a determination of whether the claims are arbitrable and included a request to compel arbitration, but argued the filing of the Complaint should be deemed a waiver of the right to arbitrate because it also sought other relief for any claims not deemed arbitrable.

Defendant Barnes Law Firm argued it is not subject to the arbitration provision because it is not a party to the Employment Agreement.

LAW AND ANALYSIS

"The question of the arbitrability of a claim is an issue for judicial determination, unless the parties provide otherwise." *Zabinski v. Bright Acres Assocs*., 346 S.C. 580, 596, 553 S.E.2d

110, 118 (2001) (Emphasis added). "The policy of the United States and South Carolina is to favor arbitration of disputes." *Id*.

"To decide whether an arbitration agreement encompasses a dispute, a court must determine whether the factual allegations underlying the claim are within the scope of the broad arbitration clause, regardless of the label assigned to the claim." *Id*. "[U]nless the court can say with positive assurance that the arbitration clause is not susceptible to an interpretation that covers the dispute, arbitration should be ordered." *Id*. "A motion to compel arbitration made pursuant to an arbitration clause in a written contract should only be denied where the clause is not susceptible to any interpretation which would cover the asserted dispute." *Id*.

A waiver is a voluntary and intentional abandonment or relinquishment of a known right. *Sanford v. South Carolina State Ethics Corn 'n*, 385 S.C. 483, 496, 685 S.E.2d 600, 607 (2009). The three factors generally considered to determine if a party has waived its right to enforce arbitration include: (1) the time between commencement of the action and moving for arbitration; (2) whether the party seeking arbitration engaged in extensive discovery; and (3) prejudice to the non-moving party which must be more than mere inconvenience. *Rhodes v. Benson Chrysler-Plymouth, Inc*., 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007). "The party seeking to establish waiver has the burden of showing prejudice through an undue burden caused by a delay in the demand for arbitration." *Gen. Equip. & Supply Co. v. Keller Rigging & Const., SC, Inc*., 344 S.C. 553, 556, 544 S.E.2d 643, 645 (Ct. App. 2001). "There is no set rule as to what constitutes a waiver of the right to arbitrate; the question depends on the facts of each case." *Id*.

In this case, Plaintiff has not acted in a manner contrary to its contractual right to arbitrate as necessary to waive the right. Plaintiff's filing of an action in Circuit Court asking the Court to find that the claims are arbitrable and compel Defendants to arbitrate does not constitute a

voluntary and intentional abandonment of the right to arbitrate. The Complaint alleges the existence of an arbitration provision and asks the Court to order arbitration.[9] In addition to the Complaint, Plaintiff asserted that the disputes are subject to arbitration in the Motion for Protective Order, Motion to Stay Case and Compel Arbitration, and Plaintiff's Memorandum in Opposition to Defendants' Motion to Compel. There are also email communications between counsel attached to Plaintiff's Motion to Quash where Plaintiff reminds Defendants that it does not intend to engage in discovery pending resolution of whether the claims must be arbitrated. In sum, Plaintiff has not demonstrated a knowing and voluntary relinquishment of the right to enforce the arbitration provision. To the contrary, Plaintiff consistently demonstrated an intent to enforce the arbitration provision.

Further, Defendants have the burden of establishing waiver. *Gen. Equip. & Supply Co*., 344 S.C. at 556, 544 S.E.2d at 645. Accoridngly, Defendants must show they have been prejudiced "through an undue burden caused by a delay in the demand for arbitration." *Id*. Defendants offered no evidence of any such prejudice. Defendants provided no brief setting forth the waiver argument or identifying or explaining any such prejudice. Defendants offered no exhibits evidencing such prejudice. Defendants stated, during oral argument, that they had suffered a nonspecific prejudice by virtue of responding to Plaintiff's discovery requests, which were not provided to the Court. This is insufficient to demonstrate prejudice suffered through an undue burden "**caused by a delay in the demand for arbitration**." *Id.*; *Toler 's Cove Homeowners Ass'n, Inc. v. Trident Constr. Co*., 355 S.C. 605, 612, 586 S.E.2d 581, 585 (2003) (thirteen-month delay in demanding arbitration during which limited discovery was conducted did not demonstrate waiver). In light of Plaintiff's

[9] Complaint ¶¶12, 23, 54(g).

request for arbitration appearing in the Complaint and other motions and briefs, Defendants' argument regarding Plaintiff's purported delay in demanding arbitration appears misplaced.

The claims brought by and against Defendant Barnes Law Firm are sufficiently related to Defendant Barnes' employment at PMPED and the Employment Agreement to fall within the broad scope of the arbitration provision. *Zabinski v. Bright Acres Assocs*., 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001)(an arbitration provision applies to claims outside the contract "when a 'significant relationship' exists between the asserted claims and the contract in which the arbitration clause is contained"). A party that is not a signatory to an agreement may nonetheless be bound by an arbitration provision contained in the agreement where there is a strong connection between the claims asserted by the nonsignatory and the agreement containing the arbitration provision. *Pearson v. Hilton Head Hosp*., 400 S.C. 281, 288–89, 733 S.E.2d 597, 600–01 (Ct. App. 2012). Defendant Barnes Law Firm's claims against Plaintiff for unjust enrichment and accounting relate to the Employment Agreement as they relate to the disputes between Defendant Barnes and Plaintiff regarding legal fees paid by PMPED for Barnes and attorney fees collected on PMPED cases, both of which are governed by the Employment Agreement and fall within the arbitration provision. Similarly, Defendant Barnes Law Firm's claims against PLG arise from PLG's alleged status as the "successor in interest" to Plaintiff and responsibility for Plaintiff's alleged duties under the Employment Agreement. Further, Plaintiff's claims against Defendant Barnes Law Firm for unjust enrichment and conversion are directly related to the disputes between Plaintiff and Defendant Barnes regarding legal and attorney fees, which are governed by the Employment Agreement. Plaintiff's claim against Defendant Barnes Law Firm for tortious interference relates to the alleged breach of the Employment Agreement. There are many significant connections

between all claims asserted in this matter and the Employment Agreement, and thus all claims must be arbitrated.

CONCLUSION

The arbitration provision in the PMPED Employment Agreement is valid and applies to the claims between the parties. Defendants failed to show Plaintiff waived the right to enforce the arbitration provision. Plaintiff has consistently maintained the disputes are subject to arbitration and demanded arbitration, including in the Complaint. The claims asserted by and/or against Barnes Law Firm and Parker Law Group are sufficiently related to the Employment Agreement and fall under the broad arbitration provision contained in the Employment Agreement. All claims between the parties are subject to arbitration.

IT IS THEREFORE ORDERED that Plaintiff's Motion to Stay Case and Compel Arbitration is GRANTED. The parties are instructed to provide the names of proposed arbitrators within **ten days** from the issuance of this Order. All other motions are continued and are referred to the arbitrator.

_____
The Honorable R. Lawton McIntosh
Fourteenth Judicial Circuit

_____, 2025

Hampton Common Pleas

Case Caption: Peters Murdaugh Parker Eltzroth & Detrick, Pa VS William Barnes , defendant, et al

Case Number: 2024CP2500409

Type: Order/Stay

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

EXHIBIT 4

PMPED/PLG Will Demand Arbitration

If this dispute is not resolved at mediation, PMPED/PLG will move expeditiously to arbitration.

PIERCE | SLOAN
KENNEDY & EARLY LLC

EXHIBIT 5

[redacted]

From: Carl Pierce
Sent: Friday, January 3, 2025 11:53 AM
To: John Nichols <john@bluesteinattorneys.com>
Subject: PMPED v. Barnes

John:
Just following up on my last email about arbitration or arbitrators? Perchance, does even the Barnes group have a few names to throw out there in the mix to get this thing moving? We have got to be the worst two lawyers in the State not to lead these two groups to water.
Carl

Carl E. Pierce, II
Pierce Sloan Kennedy & Early LLC
The Blake-Grimké House
321 East Bay Street (29401)
P.O. Box 22437
Charleston, SC 29413-2437
Office: (843) 722-7733
Direct Dial: (843) 725-7701
Mobile: (843) 532-1687
Facsimile: (843) 722-7732
www.piercesloan.com

EXHIBIT 6

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.,	)	C/A No. 2024-CP-25-00409
	)	
Plaintiff,	)	**SUMMONS**
	)	
Versus	)	
	)	
William Barnes and Barnes Law Firm, LLC,	)	
	)	
Defendants/Third-Party Plaintiffs,	)	
	)	
Versus	)	
	)	
Parker Law Group, L.L.P.,	)	
	)	
Third-Party Defendant.	)	

TO: THIRD-PARTY DEFENDANT PARKER LAW GROUP, L.L.P.:

YOU ARE HERBY SUMMONED and required to answer the Third-Party Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this third-party complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the third-party complaint, judgment by default will be rendered against you for the relief demanded in the third party complaint.

HOOD LAW FIRM, LLC
172 Meeting Street/Post Office Box 1508
Charleston, SC 29402
Phone: (843) 577-4435
Facsimile: (843) 722-1630

/s/ James B. Hood
James B. Hood (SC #70212)
james.hood@hoodlaw.com
J. Collier Jones (SC #101767)
collier.jones@hoodlaw.com

John S. Nichols(SC #4210)
Bluestein Thompson Sullivan, LLC
1614 Taylor Street/P.O. Box 7965
Columbia, SC 29201 (29202)
Phone: (803) 779-7599
john@bluesteinattorneys.com

Attorneys for the Defendants/Third-Party Plaintiffs William Barnes and Barnes Law Firm, LLC

January 15, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.,	)	C/A No. 2024-CP-25-00409
	)	
Plaintiff,	)	**DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT, COUNTERCLAIM, AND THIRD PARTY COMPLAINT (Jury Trial Requested)**
	)	
Versus	)	
	)	
William Barnes and Barnes Law Firm, LLC,	)	
	)	
Defendants/Third-Party Plaintiffs,	)	
	)	
Versus	)	
	)	
Parker Law Group, L.L.P.	)	
	)	
Third-Party Defendant.	)	

COMES NOW, the Defendants William Barnes and Barnes Law Firm, LLC (hereinafter "the Defendants") who, by and through their undersigned attorneys, hereby respond to the allegations in the Complaint filed by Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. (hereinafter "PMPED"), subject to all affirmative defenses and motions as follows:

GENERAL DENIAL

1. The Defendants deny each and every allegation of the Plaintiff's Complaint which is not specifically admitted herein.

AS TO PARTIES

2. The Defendants admit the allegations contained in Paragraph 1 of the Plaintiff's Complaint.

3. In response to the allegations contained in Paragraph 2 of the Plaintiff's Complaint, the Defendants admit only that Defendant Barnes is a former employee and shareholder of PMPED; that Defendant Barnes executed an employment agreement dated January 1, 2018

between himself and PMPED; that Defendant Barnes terminated his employment effective December 31, 2021; and that Defendant Barnes is currently employed as an attorney at Defendant Barnes Law Firm, LLC. To the extent that Paragraph 2 of the Plaintiff's Complaint contains any other allegations, the Defendants deny the same.

4. Provided that the references to "Barnes Law Firm" in Paragraph 3 of the Complaint refer to Defendant Barnes Law Firm, LLC, the Defendants admit the allegations contained in Paragraph 3 of the Plaintiff's Complaint. To the extent that Paragraph 3 of the Plaintiff's Complaint contains any other allegations, the Defendants deny the same.

AS TO VENUE

5. The Defendants admit the allegations contained in Paragraphs 4 and 5 of Plaintiff's Complaint.

6. Provided that the references to "Barnes Law Firm" in Paragraphs 6 and 7 of the Complaint refer to Defendant Barnes Law Firm, LLC, the Defendants admit the allegations contained in Paragraphs 6 and 7 of the Plaintiff's Complaint. To the extent that Paragraphs 6 and 7 of the Plaintiff's Complaint contains any other allegations, the Defendants deny the same.

AS TO FACTS

7. The Defendants admit the allegations contained in Paragraph 8 of the Plaintiff's Complaint.

8. The Defendants deny, as written, the allegations contained in Paragraph 9 of the Plaintiff's Complaint.

9. The Defendants deny the allegations contained in Paragraphs 10, 11 and 12 of the Plaintiff's Complaint.

10. The Defendants lack sufficient information upon which to form a belief as to the allegations contained in Paragraph 13 of the Plaintiff's Complaint and therefore deny the same.

11. Responding to Paragraph 14 of the Plaintiff's Complaint, the Defendants admit that Defendant Barnes did not make a loan to PMPED in 2021.

12. The Defendants deny the allegations contained in Paragraphs 15, 16 and 17 of the Plaintiff's Complaint.

13. Provided that the references to "Barnes Law Firm" in Paragraph 18 of the Complaint refer to Defendant Barnes Law Firm, LLC, the Defendants admit the allegations contained in Paragraph 18 of the Plaintiff's Complaint. To the extent that Paragraph 18 of the Plaintiff's Complaint contains any other allegations, the Defendants deny the same.

14. The Defendants deny the allegations contained in Paragraphs 19 and 20 of the Plaintiff's Complaint.

15. The Defendants deny, as written, the allegations contained in Paragraphs 21 and 22 of the Plaintiff's Complaint.

16. The Defendants deny the allegations contained in Paragraphs 23 and 24 of the Plaintiff's Complaint.

17. The Defendants deny, as written, the allegations contained in Paragraph 25 of the Plaintiff's Complaint.

18. The Defendants lack sufficient information upon which to form a belief as to the allegations contained in Paragraph 26 of the Plaintiff's Complaint and therefore deny the same.

19. The Defendants deny the allegations contained in Paragraph 27 of the Plaintiff's Complaint.

AS TO THE FIRST CAUSE OF ACTION
Breach of Contract
Defendants William Barnes and Barnes Law Firm

20. In response to allegations contained in Paragraph 28 of the Plaintiff's Complaint, the Defendants reassert and reallege the above paragraphs as if fully restated herein verbatim.

21. The Defendants deny the allegations contained in Paragraphs 29, 30, 31, 32, 33, 34 and 35 of the Plaintiff's Complaint.

AS TO THE SECOND CAUSE OF ACTION
Unjust Enrichment
Defendants William Barnes and Barnes Law Firm

22. In response to allegations contained in Paragraph 36 of the Plaintiff's Complaint, the Defendants reassert and reallege the above paragraphs as if fully restated herein verbatim.

23. The Defendants deny the allegations contained in Paragraphs 37, 38, 39 and 40 of the Plaintiff's Complaint.

AS TO THE THIRD CAUSE OF ACTION
Conversion
Defendants William Barnes and Barnes Law Firm

24. In response to allegations contained in Paragraph 41 of the Plaintiff's Complaint, the Defendants reassert and reallege the above paragraphs as if fully restated herein verbatim.

25. The Defendants deny the allegations contained in Paragraphs 42, 43, 44, 45 and 46 of the Plaintiff's Complaint.

AS TO THE FOURTH CAUSE OF ACTION
Tortious Interference with Contract
Defendant Barnes Law Firm

26. In response to allegations contained in Paragraph 47 of the Plaintiff's Complaint, the Defendants reassert and reallege the above paragraphs as if fully restated herein verbatim.

27. The Defendants deny the allegations contained in Paragraphs 48, 49, 50, 51, 52 and 53 of the Plaintiff's Complaint, such being all the remaining allegations of the Plaintiff's Complaint.

AS TO THE PRAYER FOR RELIEF

28. The Defendants deny the allegation contained in Paragraph 54, including subparts (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j), of the Plaintiff's Complaint and further deny that the Plaintiff is entitled to any other relief.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE, THE DEFENDANTS ALLEGE:
(No Breach of Contract)

29. The allegations complained of in the Plaintiff's Complaint, which are denied, do not constitute a breach of contract and therefore any recovery against the Defendant for such a cause of action is barred.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE, THE DEFENDANTS ALLEGE:
(Unclean Hands)

30. The claims against the Defendants are barred by the doctrine of unclean hands; further the Plaintiff's own inequitable conduct has caused prejudice and injury to the Defendants.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE, THE DEFENDANTS ALLEGE:
(Laches/Estoppel/Waiver)

31. The claims against the Defendants are barred by the equitable doctrines of laches, estoppel, and waiver.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE, THE DEFENDANTS ALLEGE:
(Punitive Damages Unconstitutional)

32. To the extent that the Plaintiff is seeking, or later attempts to seek, an award of punitive damages against the Defendants, any such award or assessment of punitive damages as prayed for by the Plaintiffs would violate the Defendant's Constitutional rights under the Fifth, Sixth and Fourteenth Amendments of the United States Constitution and comparable provisions of the South Carolina Constitution.

33. The Defendants' actions were not motivated by evil intent, nor were they malicious, willful or wanton, and there is no support for an award of punitive damages. Therefore, to the extent that the Plaintiff is seeking, or later attempts to seek, an award of punitive damages against the Defendants, the Plaintiff's claim for punitive damages is barred and should be dismissed.

FURTHER ANSWERING AND AS AN AFFIRMATIVE DEFENSE, THE DEFENDANTS ALLEGE:
(Reservation and Non-Waiver)

34. The Defendants reserve any additional and affirmative defenses as may be revealed or become available to it during the course of their investigation and/or discovery in the case and is consistent with the South Carolina Rules of Civil Procedure.

FURTHER RESPONDING AND BY WAY OF A COUNTERCLAIM AGAINST PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A. AND BY WAY OF A THIRD-PARTY COMPLAINT AGAINST PARKER LAW GROUP, L.L.P.

35. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim. The Defendants, William Barnes ("Barnes") and Barnes Law Firm, LLC ("Barnes Law Firm"), further allege as follows:

FACTS

Employment with PMPED, Employment Agreement with PMPED, and Departure From PMPED

36. Defendant Barnes started working for Plaintiff Peters, Murdaugh, Parker, Eltzroth, & Detrick, PA ("PMPED") as a Runner about a month after graduating from high school in 2002.

37. Barnes returned to and continued working for PMPED every summer and Christmas break while he was completing his formal education.

38. Upon graduating from law school and passing the South Carolina bar examination in 2009, Barnes started working for PMPED as an Associate Attorney.

39. From 2009 through December 31, 2016, Barnes worked for PMPED as an Associate Attorney.

40. Barnes was made a partner of PMPED on January 1, 2017.

41. Barnes signed the PMPED Employment Agreement ("Contract") along with all the other PMPED Partners. A true and correct copy of the Contract is attached as Exhibit A and incorporated herein by reference.

42. In the Complaint filed in this action PMPED identifies the Contract as the basis for its claims.

43. The Contract sets forth the terms of the agreement between the Employer – PMPED – and its Employees – each individual PMPED partner.

44. In September 2021, partner Richard Alexander Murdaugh departed PMPED.

45. After Murdaugh's departure from the practice, some of the clients that Murdaugh represented reached out to certain PMPED lawyers to handle their cases, and, as to the remaining Murdaugh clients, PMPED assigned to each attorney a list of clients to contact.

46. One Murdaugh client reached out to Barnes directly.

47. Barnes was assigned certain other clients by PMPED, and thereafter he contacted them and then began working on their cases.

48. After Murdaugh's departure, PMPED decided to rebrand and created a new partnership called Parker Law Group, L.L.P. ("PLG").

49. PLG is a South Carolina corporation which is headquartered in Hampton County, South Carolina where this matter is pending.

50. Barnes decided not to join the new partnership and notified the PMPED partners that his employment would terminate at the end of 2021.

51. Barnes initially worked with PMPED partners Austin H. Crosby and Lee D. Cope to discuss his departure process.

52. For the former Murdaugh clients assigned to Barnes with whom he had, by this time, communicated, Barnes told Crosby that he would advise those clients he was leaving PMPED and that another PMPED lawyer would handle their cases.

53. Barnes subsequently communicated to two of these clients his intent to leave PMPED's practice and advised each of them that another PMPED lawyer would take over and handle their cases.

54. However, during these conversations, these clients made it clear that they desired to have Barnes continue their representation.

55. Consequently, Barnes informed Crosby of the nature of these conversations and told Crosby that another PMPED attorney should be on the phone when he called the remaining clients.

56. Thereafter, at least one other PMPED partner joined Barnes' calls to the remaining clients, during which Barnes informed them of his anticipated departure from PMPED and confirmed that another PMPED lawyer would handle their case.

57. Contrary to PMPED's allegations, Barnes did not recruit PMPED clients on these calls or any other time.

58. Barnes believed that PMPED would send formal correspondence to all PMPED clients for whom Barnes had worked ("Choice Letters") informing the client of Barnes' upcoming departure from PMPED and of the client's option to remain a client of PMPED, depart with Barnes as their attorney, or hire new counsel of their choosing.

59. Upon information and belief, some Choice Letters were sent to PMPED clients for whom Barnes had worked during his tenure with the practice.

60. However, one PMPED partner made clear to Barnes that Choice Letters were not to be sent to clients whose relationship with PMPED had originated with that particular PMPED partner.

61. Following any attorney's (or, "Employee's") departure, the Contract, in paragraphs 16 and 18 requires the Employer and Employee to attempt to enter a written agreement regarding the Employee's departure. (Ex. A, Contract at ¶¶ 16 & 18, pp. 13.)

62. During these discussions, PMPED initially sought to review the case files of Barnes Law Firm's clients (specifically, those who were former clients of PMPED) and later requested that Barnes provide numerous categories of information from Barnes Law Firm's client files.

63. Barnes could not provide the information under the ethical duty of confidentiality and asked PMPED to identify any authority allowing him to provide the client's information.

64. PMPED provided none.

65. Barnes and PMPED have endeavored to reach a written agreement as contemplated by the Contract for the last three (3) years.

66. During this time, proposals were made both by Barnes and PMPED.

67. However, no agreement, written or otherwise, has ever been reached.

Additional Distribution(s) Required by Contract

68. The Contract sets forth the compensation structure to be paid by PMPED to Barnes and the other partners through a Base Salary and an Additional Distribution each year.

69. Base Salary and Additional Distribution are defined terms in the Contract.

70. In accordance with the Contract, at the end of 2021, PMPED determined the amount of Overhead for that year that each partner paid. (Ex. A, Contract at ¶ 10(c)(i)-(ii), at pp. 5.)

71. In 2021, Barnes was paid the Base Salary and a required Additional Distribution based on the formula set forth in the Contract.

72. The compensation paid to Barnes at the end of 2021 was not a "Bonus", as PMPED alleges in its Complaint; instead, it was required compensation due under the Contract's formula based on the revenue Barnes generated for 2021.

73. Under the terms of the Contract, PMPED did not have the discretion or ability to refuse to pay an Additional Distribution or to condition payment of an Additional Distribution on any factor, action or event.

74. The Contract is the sole and entire agreement that governs the payment of an Additional Distribution to Barnes in 2021. (Ex. A, Contract at ¶ 25, at pp. 18.)

75. The Contract has never been modified or amended.

76. Barnes' Additional Distribution for 2021 was properly paid under the Contract.

Contract Governs Payment of Fees for Departing Attorney

77. The Contract governs payment of case-generated fees and compensation in the event an employee, such as Barnes, leaves employment with PMPED.

78. The relevant categories of cases governed by the Contract are (a) cases of PMPED clients on which Barnes worked that settled prior to his departure from PMPED, but for which settlement payments were not received until after his departure from PMPED; (b) cases of former PMPED clients that chose to become clients of Barnes Law Firm; and (c) cases of clients that remained clients of PMPED that Barnes originated, co-originated, or worked on and had responsibility for, during his time at PMPED.

79. The Contract explicitly states that it cannot be modified, amended, or added to "unless in writing and signed by all parties hereto." (Ex. A, Contract at ¶ 21, at pp. 17.)

80. In its Complaint, PMPED alleges that a "binding agreement" existed for a 50-50% fee split on the former-Murdaugh cases. Compl. ¶ 29. These alleged "agreements" are not agreements at all but are, in fact, portions of the negotiations that were undertaken as required by the Contract in the event of Barnes' departure from PMPED. (See Ex. A, Contract at ¶ 16, pp. 13 (requiring Employer and Employee try to "enter a written agreement regarding any compensation due to the Employee from the Employer").)

81. The parties never reached any separate or revised written agreement as required by the Contract; and, therefore, the terms of the Contract as to "Transferred Cases"—as defined in the Contract—applies to the payment of fees for the cases in which former PMPED clients chose to have Barnes Law Firm represent them.

Payments Due to Barnes for Cases That Remained at PMPED/PLG And Were Resolved After His Departure

82. During his employment with PMPED, Barnes originated, co-originated, and/or had responsibility for numerous cases in which the clients remained clients of PMPED after Barnes' departure.

83. Upon information and belief, PMPED did not send some of these clients Choice Letters.

84. Upon information and belief, upon the formation of PLG these clients became clients of PLG.

85. In many of these cases, while working for PMPED, Barnes had appeared as counsel of record on behalf of a client, giving rise to certain responsibilities and ethical obligations.

86. Barnes' work included drafting pleadings, arguing motions, and attending depositions, among other responsibilities.

87. Paragraph 16 of the Contract, titled "Payment Upon Termination", governs compensation due to the departing Employee from the Employer.

88. With respect to cases for clients that remained with PMPED following Barnes' departure, and for which Barnes was either an Originating Attorney, Originating and Responsible Attorney, or a Responsible Attorney (as defined in the Contract), Barnes is entitled to between 10% and 50% of the fee as required by the Contract. (Ex. A, Contract ¶ 16(b)(C)-(E).).

89. The Contract requires certain attorneys to review a departing Employee's contribution to a case and assign a fee percentage to the Employee.

90. PMPED has breached the Contract in incorrectly determining Barnes' work on these cases in failing to accurately allocate the fees owed to Barnes under Paragraph 16 of the Contract.

91. Upon information and belief, PMPED and PLG allocated percentages of fees in these cases among themselves in greater proportion than what was provided for under the Contract.

92. These monies are owed to Barnes but have not been paid by PMPED and/or PLG.

Payments Due to Barnes for Cases that Settled in 2021, But Which Did Not Receive Settlement Funds Until 2022

93. Barnes was an Originating and/or Responsible Attorney for several cases that had been resolved by binding settlement agreements executed prior to his departure at the end of 2021, but for which settlement proceeds were not received until 2022.

94. With respect to these cases, under the terms of the Contract, Barnes is entitled to 92.5% of the fee earned on those cases, of which payment was due over two years ago and remains outstanding.

95. These monies are owed to Barnes but have not been paid by PMPED.

July 2022 Fee Splitting Agreement for PMPED Matter 1

96. In its Complaint, PMPED also appears to be seeking reimbursement from Barnes for legal fees related to PMPED and its Partners ("PMPED Matter 1").

97. In 2022, several months after Barnes' departure from the firm, Barnes and a PMPED Partner resolved a case they had both worked on for several years.

98. Barnes and a PMPED Partner, who is now a PLG Partner, thereafter agreed to allocate a portion of the fee to PMPED so as to pay for certain future legal expenses related to PMPED Matter 1.

99. On July 24, 2022, Barnes emailed that PMPED Partner, who is now a PLG Partner, and confirmed this agreement and understanding in writing.

100. On July 25, 2022, the PMPED Partner replied to Barnes' email confirming the agreement stating, "Thanks. I have let Jeanne [Seckinger] know."

101. Seckinger is the accountant for PMPED and, subsequently, for PLG. Seckinger was responsible for ensuring that this portion of legal fees was properly accounted towards Barnes' legal expenses.

102. This PMPED Partner has never communicated anything to Barnes different than the July 24 and 25, 2022 emails.

103. Less than a month later, on August 18, 2022, Seckinger emailed bills to Barnes related to PMPED Matter 1.

104. Barnes responded, noting the discrepancy between the bills and the existing agreement memorialized in the July 24th and 25th emails, and provided Seckinger with copies of the same.

105. Seckinger responded saying she was unaware of this agreement, but she would speak with another PMPED/PLG Partner about it.

106. Barnes received no further bills from PMPED and/or PLG and had other communications about these legal expenses for almost two years despite PMPED's receipt of monthly bills.

107. Barnes believed that PMPED and/or PLG had accounted for his pre-payment of the legal expenses related to PMPED Matter 1 based upon his 2022 agreement with the PMPED Partner.

108. However, in early June 2024, PMPED, through Seckinger, sent bills for Barnes' legal representation related to PMPED Matter 1 for the prior two-and-a-half years.

109. The amount of the 2022 agreed-upon fee allocation to cover Barnes' portion of the legal expenses for PMPED Matter 1, exceeded Barnes' alleged proportionate share identified in the 2024 bills for PMPED Matter 1.

110. Additionally, PMPED had not credited Barnes for the funds from 2022 he had already paid to cover the legal fees.

111. Barnes pointed this out to Seckinger and again provided copies of the earlier emails confirming his agreement with PMPED the payment(s) he had made in furtherance of this agreement.

112. Then, in August 2024, Ronnie Crosby advised Barnes for the first time that the funds from the 2022 settlement (that was the subject of Barnes' July 2022 agreement with a different PMPED Partner, described above) were not, or would not be, credited to Barnes' legal fees for PMPED Matter 1 but, instead, were allocated to PMPED/PLG's "general overhead for the file" for those two particular files.

113. Crosby's statement (described in the preceding paragraph above) directly contradicts the agreement and PMPED's conduct for approximately two years.

114. In addition, there was no "general overhead" per file calculation at PMPED and no such calculation is found in the Contract.

Fees Associated with Defense in Unrelated Lawsuit, PMPED Matter 2

115. During Barnes' time as an associate attorney at PMPED, he worked on a case under the direction of two PMPED partners, Ronnie Crosby and Richard Alexander Murdaugh.

116. Barnes' role as an associate was limited because two partners were working on this case.

117. Unbeknownst to Barnes, and while Barnes was still an associate attorney, Murdaugh stole funds received from the resolution of this case.

118. Barnes did not learn of this until after Murdaugh's departure from PMPED.

119. In October 2021, prior to Barnes' departure from PMPED, discussion was had about the potential settlement of a claim that had arisen due to Murdaugh's conduct related to a separate client and separate matter.

120. It was Barnes' understanding that some of the settlement amounts discussed would, or had the potential to, exhaust the bulk of PMPED's insurance coverage.

121. During these discussions, Barnes expressed to the other PMPED partners his hesitation about the potential exhaustion of the bulk of PMPED's insurance coverage to resolve this single claim.

122. On Friday, October 22, 2021, Barnes sent an email to all PMPED partners in response to potential settlement of the claim and expressed his reservation, stating "[w]e need to be cognizant of any future claims. . . ."

123. The case settled over the weekend for a substantial percentage of PMPED's liability insurance coverage without Barnes' knowledge or consent.

124. In October 2022, Barnes was named as a defendant in the case he had worked on as an associate attorney ("PMPED Matter 2"), and counsel was retained to represent PMPED, Barnes, and Ronnie Crosby, who was also individually named as a defendant in that matter.

125. In conversations that occurred in December 2022 and January 2023, three PMPED Partners told Barnes not to worry about liability in the lawsuit because he was acting within the course and scope of his employment.

126. Barnes summarized these conversations in an email to one of PMPED's Partners in January 2023.

127. Barnes, individually, was dismissed from PMPED Matter 2 in January 2024.

128. During the entire time Barnes was named as a defendant in PMPED Matter 2, he never received a bill from PMPED (or PLG) for his legal expenses.

129. However, in June 2024 – five months after Barnes' dismissal from the matter – PMPED (or PLG, as its successor in interest) sent Barnes a bill for legal expenses associated with PMPED Matter 2.

130. Upon information and belief, PMPED incurred legal expenses related to PMPED Matter 2 because all of PMPED's insurance coverage had been exhausted.

131. By failing to maintain adequate and appropriate insurance coverage; demanding, causing or facilitating the settlement of other matters in disproportionate amounts to PMPED's total potential exposure; and/or or failing to pay for the defense of Barnes as its employee acting within the scope of his employment, PMPED is in breach of its obligation to provide for Barnes' legal expenses related to PMPED Matter 2.

FOR A FIRST COUNTERCLAIM AGAINST PMPED
(Breach of Contract – Employment Agreement/Contract between PMPED and Barnes)

132. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim.

133. The Contract is a valid and binding contract between PMPED and Barnes.

134. PMPED has failed to compensate Barnes pursuant to the Contract.

135. PMPED is in breach of the Contract.

136. As a result of PMPED's breach of contract, Barnes has suffered damages and is entitled to an award of actual and consequential damages against PMPED.

FOR A SECOND COUNTERCLAIM AGAINST PMPED AND A FIRST THIRD-PARTY CLAIM AGAINST PLG
(Quantum Meruit)

137. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim.

138. During his tenure as an attorney working for PMPED, Barnes conferred substantial benefits by furnishing legal services to PMPED clients and managing cases for PMPED clients.

139. Barnes' legal work for PMPED was performed with the expectation that he would be compensated for his time, energy and effort.

140. However, PMPED, and its successor in interest, PLG, have failed to appropriately and completely compensate Barnes for the legal services he provided for PMPED clients.

141. Therefore, Barnes is entitled to recover the value of unpaid services.

FOR A THIRD COUNTERCLAIM AGAINST PMPED AND A SECOND THIRD-PARTY CLAIM AGAINST PLG
(Unjust Enrichment)

142. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim.

143. PMPED, and/or its successor in interest, PLG, is withholding monies owed to Barnes under the Contract for fee allocation(s) on matters for which Barnes was an Originating Attorney, Originating and Responsible Attorney, or a Responsible Attorney a following Barnes' departure from PMPED.

144. By retaining attorney fees collected from cases that remained at PMPED (and later PLG) after Barnes departure, but which were owed to Barnes, PMPED and PLG have unjustly retained and converted funds due to and owed to Barnes.

145. Moreover, following Barnes' departure, the vast majority of the work done on the two cases giving rise to the PMPED Matter 1 was actually done by the Barnes Law Firm and, consequently, PMPED would not have had "general overhead" to cover associated with these files.

146. By inaccurately claiming that PMPED (and later, PLG) was entitled to deduct "general overhead" from the settlements of those cases on which Barnes Law Firm had performed the majority of the work, PMPED and PLG have also unjustly retained and converted funds owed to Barnes and/or Barnes Law Group by reducing the amount of the fee to be divided between Barnes and Barnes Law Group, on one hand, and PMPED and PLG, on the other.

147. The retention, conversion and nonpayment of these funds by PMPED, and/or its successor in interest, PLG, under these circumstances are unjust and inequitable.

148. PMPED, and/or its successor in interest, PLG, has been unjustly enriched by the failure to provide Barnes with those portions of fees owed to him and by claiming it was entitled to reduce those portions of fees owed under a claim of the cost of "general overhead".

149. Additionally, PMPED's, and/or its successor in interest, PLG, claims for reimbursement of legal expenses associated with PMPED Matter 1 are not governed by the Contract.

150. Upon information and belief, in order to cover legal expenses related to PMPED Matter 1, PMPED (and/or PLG, as its successor in interest) has divided pro-rata all of these legal expenses among its lawyers, regardless of whether the work at issue in PMPED Matter 1 related in any way to that lawyer's individual matter or only to another lawyer(s).

151. Barnes prepaid his legal expenses, and as such, his portion of legal expenses associated with PMPED Matter 1 has been fully satisfied.

152. Barnes believed that PMPED (and/or PLG, as PMPED's successor in interest) had accounted for his pre-payment of the legal expenses for PMPED Matter 1 based upon an agreement with a PMPED Partner and knowledge of the same by PMPED/PLG's Accountant.

153. However, Ronnie Crosby's August 2024 correspondence to Barnes was in direct contravention of the agreement he reached two years prior, as confirmed in the July 24 and 25, 2022 emails.

154. Moreover, this August 2024 correspondence was also in direct contravention of PMPED's own conduct, and the conduct of PLG as PMPED's successor in interest, in the two intervening years.

155. In fact, PMPED (or PLG, as its successor in interest) had not sent Barnes a bill related to PMPED Matter 1 following Barnes and Seckinger's emails in August 2022.

156. Moreover, upon information and belief, PMPED had never calculated a deduction in fees for "general overhead" on its matters; there is no calculation provided for in the Contract.

157. The 2022 emails exchanged between Barnes and PMPED reflect an agreement between PMPED and Barnes related to the allocation of certain settlement proceeds otherwise owed to Barnes by PMPED for purposes of covering Barnes' portion of legal expenses related to PMPED Matter 1.

158. Even if the Contract between PMPED and Barnes had provided for a calculation of "general overhead" as asserted in Ronnie Crosby's August 2024 email, which it did not, it would be inequitable to permit such a calculation to be made in this situation because Barnes paid firm overhead for the calendar year 2021.

159. To allow PMPED, or its successor in interest, PLG, to calculate and deduct "general overhead" from the portion of legal fees owed to Barnes unjustly enriches PMPED and/or PLG, at the expense of and to the detriment of, Barnes and Barnes Law Firm.

160. PMPED's receipt and retention of the greater allocation of fees from the 2022 settlement is an acknowledgement that those funds were to be allocated to Barnes' portion of any current or future legal expenses.

161. Barnes did not request certain things be done related to his legal representation in PMPED Matter 1 for which PMPED now purportedly seeks to charge him a pro-rata share.

162. For example, PMPED seeks to make Barnes pay for legal representation they chose to provide to several PLG employees, where such representation occurred approximately a year after Barnes' departure and as to which Barnes was not consulted.

163. PMPED has failed to correctly credit Barnes for his contribution despite having agreed to the same.

164. PMPED is in breach of the agreement by failing to so credit Barnes' contribution and initiating this action seeking, in part, additional alleged legal expenses associated with PMPED Matter 1.

165. As a result of PMPED's breach of its agreement regarding the allocation of Barnes' legal expenses associated with PMPED Matter 1 from the 2022 fee proceeds, Barnes has suffered damages and PMPED has been unjustly enriched such that Barnes is entitled to an award of actual and consequential damages against PMPED, and/or its successor in interest, PLG.

FOR A FOURTH COUNTERCLAIM AGAINST PMPED AND A THIRD THIRD-PARTY CLAIM AGAINST PLG
(Accounting)

166. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim.

167. As a matter of equity, this Court as the power to order PMPED and PLG to provide an accounting.

168. Barnes seeks an accounting of all settlements reached by PMPED and/or PLG for matters on which he served as Originating Attorney, Originating and Responsible Attorney, or a Responsible Attorney which were settled or which received settlement proceeds after Barnes' departure.

169. Barnes also seeks an accounting of all items for which PMPED seeks payment related to Barnes' legal representation related to PMPED Matter 1 and PMPED Matter 2, including but not limited to the manner in which Barnes' share of payments made by PMPED was determined.

170. Barnes is entitled to an accounting of the allocation of these attorney fees to determine what proportion each attorney has paid and to account for the fees prepaid by Barnes.

171. Therefore, Barnes and Barnes Law Firm request that PMPED and PLG be ordered to provide an accounting as requested above.

FOR A FIFTH COUNTERCLAIM AGAINST PMPED AND A FOURTH THIRD-PARTY CLAIM AGAINST PLG
(Declaratory Judgment)

172. The Defendants repeat and reallege each of the above paragraphs as if restated herein verbatim.

173. South Carolina's Uniform Declaratory Judgment Act permits this Court to declare rights, status and other legal relations. S.C. Code § 15-53-10 *et seq*.

174. Pursuant to the Uniform Declaratory Judgment Act, Barnes requests that this Court declare:

a. That PMPED, or PLG, as its successor in interest, is obligated to fully account for and to provide Barnes all payments he is owed under the Contract;

b. That the agreement to allocate certain proceeds due to Barnes from a settlement reached in 2022 be credited for Barnes' legal expenses associated with PMPED Matter 1;

c. That, if the funds from the 2022 agreement to allocate to PMPED certain portions of a fee owed to Barnes are not credited for Barnes' legal expenses, then Barnes is entitled to receive those funds.

d. That, if the funds from the 2022 agreement to allocate to PMPED certain portions of a fee owed to Barnes are credited for Barnes' legal expenses, Barnes has no obligation to pay the incorrect invoices sent to him by PMPED and/or PLG in 2024; and

e. For such other relief as the Court may need just and proper.

WHEREFORE, having fully answered the Plaintiff's Complaint, and having asserted these affirmative defenses, the Defendants, William Barnes and Barnes Law Firm, LLC, pray as follows:

(1) That the Court dismiss the Plaintiff's Complaint with prejudice;

(2) That the Court award Barnes actual and consequential damages, including prejudgment interest;

(3) That the Court declare that PMPED and/or PLG have been unjustly enriched and order PMPED and/or PLG to pay Barnes that amount for which they have been unjustly enriched;

(4) That the Court order that Barnes and Barnes Law Firm are entitled to reimbursement of all fees and costs associated with this action, including attorney's fees;

(5) That the Court order an accounting for the legal fees paid by PMPED and/or PLG for the two legal matters described herein;

(6) That the Court award Barnes an amount fair and just in connection with his over-payment of his rightful portion of any fees paid on legal matter;

(7) That a trial be had by jury on all triable issues;

(8) That the Court award Barnes such other relief as the Court may deem just and proper.

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Attorneys for the Defendants/Third-Party Plaintiffs William Barnes and Barnes Law Firm, LLC

January 15, 2025
Charleston, South Carolina

EXHIBIT 7

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO.: 2024-CP-25-00409
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A., Plaintiff, v. WILLIAM BARNES and BARNES LAW FIRM, LLC Defendants/Third Party Plaintiffs. v. PARKER LAW GROUP, LLP., Third Party Defendant.	**PLAINTIFF'S MOTION TO STAY CASE AND COMPEL ARBITRATION**

Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. ("PMPED"), by and through its undersigned counsel, moves for an Order staying the case and compelling arbitration of all claims asserted between PMPED and Defendant William Barnes ("Defendant Barnes"). As alleged in the Complaint, Defendant Barnes is a former employee of Plaintiff PMPED. Defendant Barnes resigned from PMPED and is now employed by Defendant Barnes Law Firm. Defendant Barnes signed an employment agreement with Plaintiff PMPED ("the PMPED Employment Agreement") that requires the arbitration of disputes regarding fees collected in cases that originated at PMPED, whether those cases were ultimately settled at PMPED or by Defendant Barnes at another law firm following his resignation from PMPED.[1] Following Defendant Barnes' resignation from PMPED, certain fee disputes have arisen between Plaintiff PMPED and Defendant Barnes. However,

[1] Plaintiff will provide the Court a copy of the PMPED Employment Agreement for *in camera* review.

Defendant Barnes has refused to arbitrate the disputes as required by the PMPED Employment Agreement. Defendant Barnes also attempted to delay the initiation of the arbitration process by refusing to provide information regarding the fees he and Defendant Barnes Law Firm collected on cases that originated at PMPED. Disregarding the arbitration requirement contained in the PMPED Employment Agreement, Defendant Barnes also refused to cooperate in the selection of an arbitrator, presumably because he understands the positions he has maintained are meritless.

Plaintiff filed the instant action asking the Court to compel Defendant Barnes to arbitrate the disputes and provide the necessary fee information. In the event the Court determines that any of the disputes between Plaintiff PMPED and Defendant Barnes are not subject to arbitration, Plaintiff PMPED asserts claims in regard to those disputes only. Plaintiff thus asks that the Court issue an Order finding that the claims between Plaintiff PMPED and Defendants Barnes are subject to arbitration.

Plaintiff further requests that the Court stay the case pending a determination of the arbitrability of the claims asserted. Defendant Barnes and his employer, Defendant Barnes Law Firm, are presently seeking to compel sensitive discovery from Plaintiff PMPED regarding the fee disputes. Defendants are also seeking to discover the same information on PMPED cases and clients from Third Party Defendant Parker Law Group, a separate entity that Defendants asserts is liable based on theory of successor liability. Plaintiff asserts the same fee disputes are subject to arbitration. Litigating these matters and conducting discovery in civil court is not appropriate unless the Court determines these matters are *not* subject to arbitration. Accordingly, Plaintiff seeks a stay of discovery and proceedings, including Defendants' pending Motion to Compel, until the Court makes a determination as to whether the claims at issue must be arbitrated.

This Motion is based upon South Carolina statutory and case law, the South Carolina Rules of Civil Procedure, the Pleadings and Exhibits of Record, and the forthcoming Memorandum of Law in Support of Plaintiff's Motion to Stay Case and Compel Arbitration.

Plaintiff appreciates the Court's attention to these issues.

Respectfully submitted,

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Attorneys for Plaintiff PMPED

May 9, 2025
Charleston, South Carolina

EXHIBIT 8

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.,	)	C/A No. 2024-CP-25-00409
Plaintiff,	)	**DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC'S MOTION TO ALTER OR AMEND ORDER GRANTING PLAINTIFF'S MOTION TO STAY CASE AND COMPEL ARBITRATION**
Versus	)	
William Barnes and Barnes Law Firm, LLC,	)	
Defendants,	)	
Versus	)	
Parker Law Group, L.L.P.,	)	
Third-Party Defendant.	)	

The Defendants and Third-Party Plaintiffs William Barnes and Barnes Law Firm, LLC (collectively hereinafter "the Defendants"), by and through their undersigned attorneys, submit this Motion to Alter or Amend the Court's Order Granting Plaintiff's Motion to Stay Case and Compel Arbitration filed July 17, 2025, pursuant to Rule 59(e), SCRCP. The Court's order uses an incorrect legal standard, violates Rule 38, SCRCP, and directly contradicts Supreme Court precedent. For these reasons, and the additional independent reasons stated below, the Court should grant the motion to reconsider and enter an order denying Plaintiff's motion to stay and compel arbitration.

FACTUAL AND PROCEDURAL BACKGROUND

The decision before the Court is not only about arbitration. It is about enforcement of a jury trial demand under Rule 38, SCRCP. Defendants believe that Plaintiff's Rule 38, SCRCP, jury trial demand is dispositive of arbitration and, alternatively, that the below factual background of this case explained at the hearing shows that PMPED waived arbitration pursuant to binding Supreme Court precedent and Rules 8 and 38, SCRCP.

Defendant William Barnes is a former employee of Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick (hereinafter "PMPED"). In the fall of 2021, after attorney Alex Murdaugh's very public departure from PMPED, PMPED attempted to rebrand, and created Parker Law Group, L.L.P. (hereinafter "PLG"). PLG is PMPED's successor in interest, and was named as a third-party Defendant in this matter. After working for PMPED for 12 years as an attorney, Defendant William Barnes ended his employment relationship with PMPED at the end of 2021, and joined Barnes Law Firm, LLC. This matter arises out of disputes over attorney fees earned before, during, and after William Barnes' departure from PMPED.

In January 2018, Barnes and all then-partners of PMPED signed an Employment Agreement. (Exh. A to Def. Ans.). It states that "**certain** provisions" of the Agreement are subject to arbitration. *Id.* p. 1 (emphasis added). Not all provisions and, therefore, not all matters related to employment with PMPED, were subject to arbitration.

For almost three years after Barnes left employment with PMPED at the end of 2021, partners of PMPED and William Barnes attempted to reach a resolution as to the disputes over fees. PMPED filed this lawsuit on December 16, 2024, against Defendant Barnes and Defendant Barnes Law Firm, LLC, and demanded a jury trial under Rule 38(b), SCRCP, as to all causes of action.

PMPED asserted against the Defendants causes of action for breach of contract, unjust enrichment, and conversion. It asserted against only Barnes Law Firm a cause of action for tortious interference with a contract.

The Complaint asserted that one, narrow category of case fees should be decided by an arbitrator. (Cmplt. ¶¶. 12, 23, 32, 49). In the "wherefore" damages clause, after asking "**the Court** make a determination as to the division of attorney fees" for that one category of cases (Cmplt. ¶

54.d.) (emphasis added), PMPED asked the Court to "order **Defendant Barnes** to arbitrate . . . any issue determined to be subject to arbitration." (Cmplt. ¶ 54.g) (emphasis added). Notably, PMPED did **not** ask for the Court to order Barnes Law Firm to arbitrate. PMPED did not assert which claims, if any, may be subject to arbitration. Rule 38 allows a party to specify that it seeks a jury trial as to only some claims. Rule 38(c), SCRCP ("In his demand a party may specify the issues which he wishes so tried; otherwise he shall be deemed to have demanded trial by jury for all the issues so triable."). PMPED did not do that—it asserted a jury trial demand as to all claims against both Defendants. (Cmplt.).

On January 15, 2025, in reliance on the binding jury trial demand under Rule 38(b), Barnes and Barnes Law Firm filed an answer, counterclaims, and a third-party complaint. (Def. Ans.). Defendants denied PMPED's arbitration allegations. (Def. Ans. ¶¶ 9, 16, 21, 27, 28). Defendants also demanded a jury trial under Rule 38(b), SCRCP, as to all of the claims that it asserted against PMPED and the third-party claims against Parker Law Group (PLG). (Def. Ans. p. 1).

On January 16, 2025, Defendants served interrogatories and requests for production on PMPED, under Rules 33 and 34, SCRCP. (Exhs. A & B to Mot. to Compel).

On February 26, 2025, PMPED filed a Reply to the Defendants' counterclaims. (PMPED Ans.). PMPED filed an extensive list of affirmative defenses—over thirty defenses—but did not mention arbitration. It went so far as to plead affirmative defenses that have nothing to do with the claims in this action, such as contributory/comparative negligence, the door closing statute, and product liability defenses, (Reply ¶¶ 65, 67, 71), but never mentioned arbitration. Also on February 26, 2025, PLG, represented by the same counsel as PMPED, filed a motion to dismiss that did **not** include a request to arbitrate or challenge Defendants' jury trial demand. (Mot. to Dismiss).

Therefore, as to all pending claims against all parties, a jury trial demand was made, was not denied or challenged in any pleading, and was not withdrawn under Rule 38.

On March 3, 2025, PMPED sent responses (though incomplete) to the discovery requests. (Exh. C to Mot. to Compel). It did not object to any discovery request on the basis of arbitration.

On March 17, 2015, PLG's motion to dismiss appeared on a motion roster. No party objected to the hearing on the basis of arbitration. Instead, PLG sought and received a continuance to another term of circuit court. (Consent Mot. for Continuance).

Plaintiff also sent discovery requests to Defendants, which Defendants responded to in full, including the disclosure of hundreds of pages of documents. In contrast, Plaintiff produced a meager two pages in response to Defendants' first requests for production and objected to responding to the vast majority of all discovery requests despite the fact that Defendants have actual knowledge that hundreds (if not thousands) of pages of responsive documents existed. (Exh. D to Mot. to Compel). As a result, on March 26, 2025, Defendants filed a motion to compel.

The motions to dismiss and compel discovery were scheduled for a hearing on an April 14, 2025 motion roster before Judge Bonds. On April 8, 2025, Judge Bonds notified the parties that he recused himself from this case.

On April 11, 2025, Plaintiff served a second set of interrogatories on Defendants.

On April 14, 2025, **all** parties agreed to the entry of a Consent Confidentiality Order to govern their discovery conduct in circuit court. (Order). No party objected on any basis, including an assertion of arbitration.

The following day, on April 15, 2025, Plaintiff served supplemental discovery responses, producing two additional pages of discovery.

The motions to dismiss and compel discovery were again scheduled for a hearing on a May 8, 2025 motion roster before Judge Dukes. On May 7, 2025, he entered an order recusing himself. (Form 4 order). No party objected to the hearing on any basis, including an assertion of arbitration.

Proceeding with discovery, Defendants (even though lacking adequate responses) reached out to Plaintiff's counsel to begin scheduling depositions of witnesses that PMPED identified in their discovery responses, beginning with Austin Crosby. (Exh. 1 to Pl. mot. to Quash). Defendants did not provide dates for Mr. Crosby's deposition but, instead, filed a motion to stay and compel arbitration on May 9, 2025. (Mot. to Stay). PMPED went so far to avoid discovery as to state that it only intended to state causes of action that are subject to arbitration. *See* Mot. to Stay p. 2 ("In the event the Court determines that any of the disputes between Plaintiff PMPED and Defendant Barnes are not subject to arbitration, Plaintiff PMPED asserts claims in regard to those disputes only."). PMPED moved the Court for an order "compelling arbitration of all claims asserted **between PMPED and Defendant William Barnes**." (Mot. to Stay p. 1) (emphasis added). Significantly, it did not move to compel arbitration as to the claims asserted against or by Barnes Law Firm.

On May 21, 2015, Defendants sent a notice of deposition to depose Austin Crosby on June 6, 2025, and noted in the cover letter that they previously asked for available dates but received no response from Plaintiff's counsel. *Id.* The next day, PMPED asked for Defendants to withdraw the notice because of the pending motion to compel arbitration, arguing that "[a]ny discovery that may be allowed in arbitration will be determined by the arbitrator"—plainly indicating a contrary position to their prior participation in serving two sets of discovery and **consenting** to a confidentiality order that governs the parties' discovery. (Exh. 3 to Pl. Mot. to Quash). Defendants

did not withdraw the notice and, on May 27, 2025, PMPED filed a motion to quash the deposition notice and subpoena. (Mot.).

All pending motions came before this Court on July 10, 2025. The Court then signed PMPED's proposed order granting the motion to stay and compel arbitration, and it was entered on July 17, 2025.

LEGAL STANDARD

The purpose of a Rule 59(e), SCRCP, motion to alter or amend the judgment is to request the judge to reconsider matters properly encompassed in a decision on the merits. *See Arnold v. State*, 309 S.C. 157, 420 S.E.2d 834 (1992). Moreover, as stated by our Supreme Court: "[i]t is proper to view a Rule 59(e) motion not only as a vehicle to request the trial court 'alter or amend the judgment,' but also as a vehicle to seek 'reconsideration' of issues and arguments. A motion under Rule 59(e) long has been viewed as 'motion for reconsideration' despite the absence of those words from the rule. Consequently, a party usually is allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented." *See, e.g., Arnold v. State*, 309 S.C. 157, 420 S.E.2d 834 (1992); *Elam v. S.C. DOT*, 361 S.C. 9, 21, 602 S.E.2d 772, 778-79 (2004).

ARGUMENT

This is an unusual set of circumstances in which the court is being asked to decide a motion to compel arbitration, because the Plaintiff—who filed an action in circuit court demanding a jury trial—is taking a contrary position and now seeking to compel arbitration. In allowing PMPED to do this, the Court's ruling violates numerous Rules of Civil Procedure and Supreme Court precedent. For any one of the numerous, independent bases stated below, the Court should reconsider its decision.

I. The Court Should Alter Its Order Granting Plaintiff's Motion to Stay Case and Compel Arbitration and Issue an Order Denying Plaintiff's Motion to Stay Case and Compel Arbitration.

Rule 59(e) permits a party to request reconsideration of any order. *Elam v. SCDOT*. For all the reasons previously raised by Defendants during oral argument at the hearing on Plaintiff's Motion to Stay and Compel Arbitration and further expanded upon below, the Defendants respectfully request that the Court reconsider its ruling entirely pursuant to Rule 59(e), SCRCP.

a. The Court applied the wrong standard - there is no Federal or State policy favoring arbitration and, as to Defendant Barnes Law Firm, there is a presumption against arbitration

Plaintiff argued, and the Court's Order contains a statement that the policy of South Carolina is to favor arbitration of disputes. (Order p. 5). This is an incorrect statement of South Carolina law, as our Supreme Court recently made very clear:

> First, Amedisys—like many parties and some of our courts—continues to argue there is a federal and state "policy favoring arbitration." We remind our litigants and lower courts that we dispensed with this incorrect notion almost four years ago. *See Palmetto Constr. Grp. v. Restoration Specialists, LLC*, 432 S.C. 633, 639, 856 S.E.2d 150, 153 (2021) ("There is . . . no public policy—federal or state—'favoring' arbitration.").

Lampo v. Amedisys Holding, LLC, 445 S.C. 305, 317, 914 S.E.2d 139, 146 (2025).

Defendants respectfully request that the Court alter or amend its Order, as there is no federal or state policy favoring arbitration, and reconsider its ruling based on the correct standard.

Further, as to Barnes Law Firm—a nonsignatory to the Employment Agreement—there is a presumption against arbitration. "[A] presumption **against** arbitration arises where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate." *Est. of Solesbee v. Fundamental Clinical & Operational Servs., LLC*, 438 S.C. 638, 646, 885 S.E.2d 144, 148 (Ct. App. 2023) (internal quotation marks omitted). The Court erred when it failed to apply this correct

standard in its analysis. Because PMPED failed to overcome this presumption against arbitration, the Court should reconsider and deny the motion as to Barnes Law Firm.

b. Plaintiff waived arbitration by making a jury trial demand, and the Court's Order violates Rule 38, SCRCP, and Defendants' due process rights.

The Court's ruling compelling arbitration and sanctioning PMPED's inconsistent position in pleading a jury trial demand and then contrarily seeking arbitration directly violates Rule 38, SCRCP, and Defendants' due process rights.

Under Rule 38(b), SCRCP, "[a] demand for trial by jury made as herein provided may **not** be withdrawn without the consent of the parties, except where an opposing party is in default under Rule 55(a)." (emphasis added). PMPED failed to seek withdrawal of its jury trial demand and, regardless, Defendants do not consent to withdrawal. Therefore, the demand is active, valid, and must be given effect by the Court. S.C. Const. art. I, § 14.

It is controlling (and dispositive) law that "[u]nder Rule 38, a defendant may rely on a plaintiff's demand for a jury trial." *Baughman v. Am. Tel. & Tel. Co.*, 298 S.C. 127, 129, 378 S.E.2d 599, 600 (1989); *see also Jacobsen v. Am. Agviation, Inc.*, No. 2004-UP-424, 2004 S.C. App. Unpub. LEXIS 506, at *9 (Ct. App. June 30, 2004) ("[T]he rules of civil procedure are clear, that where a jury trial is properly demanded, such demand may not thereafter be withdrawn without the consent of all parties, unless the party from whom consent is not obtained has been held in default pursuant to Rule 55(a), SCRCP. . . . We therefore hold the trial court erred in transferring the cases to the non-jury docket and hearing them in a bench trial.").

Defendants relied on the jury trial demand when they proceeded to litigate this case in circuit court, sent and responded to discovery requests, filed motions, and entered into a consent confidentiality order. Defendants produced hundreds of pages of discovery, while Plaintiff produced only four pages and then sought to avoid discovery altogether, after Defendants tried to

depose a witness identified by Plaintiff. The Court's decision to compel arbitration against parties and nonparties related to all matters (even those with no relation whatsoever to the Employment Agreement such as payment of ODC attorney fees) violates the Defendants' due process right to a jury trial based on PMPED's demand and the demand made in Defendants' Answer, counterclaims, and third-party complaint. Those demands have not been withdrawn according to Rule 38 and, as proper demands, must be enforced by this Court. Rule 38 cannot be circumvented by a belated motion to compel arbitration after a jury trial demand is invoked by the very party seeking to arbitrate. The Court should reconsider its ruling and, instead, hold that PMPED is bound to its Rule 38 jury trial demand.

c. The Court's Order impermissibly allows PMPED and PLG to take inconsistent positions.

"It is well settled that parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise." *Charleston Cnty. Sch. Dist. v. Laidlaw Transit, Inc.*, 348 S.C. 420, 425, 559 S.E.2d 362, 364 (Ct. App. 2001) (internal quotation marks omitted). "Any allegations, statements, or admissions contained in a pleading are conclusive against the pleader, and a party cannot subsequently take a contrary or inconsistent position." *Id.* at 425, 559 S.E.2d at 364. PMPED is bound by its pleading that demands a jury trial and by its Reply that omits arbitration as a defense. PLG is bound by its failure to assert arbitration as a defense or as a basis for its motion to dismiss. The Court should reconsider its ruling and, instead, follow the law and hold these parties as bound to their pleadings.

d. Plaintiff Waived Arbitration By Initiating Litigation with a *jury trial demand* and then Participating In Discovery Until Discovery No Longer Benefitted Plaintiff.

As stated in oral arguments at the Hearing on this matter, Defendants argue that Plaintiff waived arbitration, not only by filing a complaint with a jury trial demand, but also by willfully and actively participating in discovery for months before filing a motion to compel arbitration.

"As in all waiver cases, any appropriate analysis is heavily fact-driven." *Johnson v. Heritage Healthcare of Estill, LLC*, 416 S.C. 508, 513, 788 S.E.2d 216, 219 (2016). The Court overlooked or misapprehended the facts of this case and the events leading up to the motion to stay and compel arbitration. Under a correct analysis of the facts and application of the law, the Court should reconsider and deny the motion to stay and compel arbitration on the independent basis that PMPED waived arbitration in their pleadings and in their litigation conduct.

PMPED waived arbitration from the filing of its Complaint through all of its discovery conduct. Generally, a plaintiff files a complaint asserting a jury trial demand, and then a defendant moves to compel arbitration. Here, the Plaintiff filed a complaint asserting in bold and underlined "JURY TRIAL DEMANDED." Within the "Wherefore" clause is buried a request for the court to order only "Defendant Barnes to arbitrate . . . any issue determined to be subject to arbitration."

PMPED waived arbitration in its discovery conduct. A timeline of the relevant discovery efforts was explained to the Court at the hearing and is informative:

- Defendants served discovery requests on PMPED on January 16, 2025, and on third-party Defendant PLG on January 20, 2025.
- On March 3, 2025, Plaintiff provided 55 pages of written discovery responses, and PLG provided thirty-three pages of responses, not once objecting to the discovery on the basis of arbitration, nor mentioning arbitration.
- On the same day, Plaintiff served Defendants with written discovery requests.
- After Defendants reviewed PMPED and PLG's responses, and the document production of a meager 2 pages, on March 19, 2025, the Defendants sent a Rule 11 letter outlining various

deficiencies with the responses and lack of meaningful document production. Having obtained no response, Defendants filed a Motion to Compel complete discovery on March 26, 2025, attaching the Rule 11 letter and deficient discovery responses.

- On April 2, 2025, Defendants requested a thirty-day extension to respond to discovery, which Plaintiff granted. Plaintiff did not mention arbitration.

- During the same exchange, the need for a confidentiality order was raised by Defendants and Plaintiff indicated intention to consent to the same. On April 8, 9, and 10 counsel for all parties exchanged emails and telephone conversations regarding the draft confidentiality order. Plaintiff consented to a confidentiality order to govern discovery under the supervision and enforcement of the circuit court.

- On April 11, 2025, Plaintiff served a *second* set of discovery requests on the Defendants.

- On April 14, 2025, Defendants filed the consent confidentiality order.

- On April 15, 2025, Plaintiff supplemented their discovery responses to produce 2 additional pages, bringing their total production to 4 pages of documents. Defendants noted that the April 15, 2025 responses had an incorrect date as the date of service, and brought this to the attention of Plaintiff. On April 28 Plaintiff sent a corrected version of the April 15th discovery responses.

- On May 2, 2025, the Defendants provided responses to Plaintiff's discovery requests, which included tables of detailed information, including settlement amounts and percentages of fee splits requested, as well as a document production of four hundred and seventy-seven (477) pages of documents, produced pursuant to the confidentiality order.

- On May 5, 2025, Defendants asked counsel for Plaintiff for available deposition dates to depose Austin Crosby, a PMPED/PLG partner that Plaintiff identified as a witness in its discovery responses.

- Rather than providing available deposition dates, PMPED filed a motion to stay and compel arbitration on May 9, 2025. (Mot. to Stay).

The exhaustive chronology set forth above is important for one reason: not once during all of the steps above being taken over five months did Plaintiff ever serve upon counsel a formal demand for arbitration, file a motion to compel arbitration, object to discovery on the basis of arbitration, or object to the circuit court exercising jurisdiction on the basis of arbitration. If Plaintiff truly intended to file a Complaint for the purpose of enforcing arbitration, it could have easily filed a Complaint seeking alternative relief of a jury trial and contemporaneously filed a

motion to compel arbitration. At an even later point, Plaintiff could have refused to participate in any discovery and filed a motion to compel arbitration at the outset of discovery. Instead, Plaintiff used the circuit court civil system to obtain discovery from Defendants and then, when faced with a deposition notice and pending motion to compel its own responses, it asserted arbitration as a sword to avoid discovery. This is blatant waiver and an abuse of the civil justice system.

Our appellate courts have stated that "[i]t is generally held that the right to enforce an arbitration clause may be waived." *Liberty Builders, Inc. v. Horton*, 336 S.C. 658, 665, 521 S.E.2d 749, 753 (Ct. App. 1999). "In order to establish waiver, a party must show prejudice through an undue burden caused by delay in demanding arbitration. There is no set rule as to what constitutes a waiver of the right to arbitrate; the question depends on the facts of each case." *Id.* at 665, 521 S.E.2d at 753 (citations omitted) (internal quotations omitted).

The Court incorrectly held that Defendants did not offer proof or sufficient argument of prejudice. (Order p. 6). Defendants made specific arguments of prejudice at the hearing, including providing substantive responses under oath to interrogatories propounded by Plaintiffs in addition to the significant fees and expenses incurred to day, and the evidence of prejudice is in the record of the filings before the Court showing that Defendants engaged in extensive and expensive discovery all while Plaintiff avoided responding and then sought arbitration to avoid responding and being deposed.

The prejudice in this case is obvious. In addition to the mere fact that compiling the information sought in discovery was extremely time consuming and costly, Plaintiff has clearly used this tactic to obtain almost five hundred pages of information from Defendants, while only producing four pages of documents. Plaintiffs have now sought arbitration and will argue that no additional discovery is warranted and will have an advantage over Defendants by refusing to

produce the full responsive documents (as Defendants had sought to compel in their Motion to Compel Discovery).

PMPED argued that there is no prejudice in delay and expenses spent by Defendants. Yet, PMPED has actual knowledge that the law is to the contrary in this situation. In *Johnson v. Heritage Healthcare of Estill, LLC*, 416 S.C. 508, 788 S.E.2d 216 (2016), in response to that argument by the defendant, PMPED/PLG partner Lee Cope argued that, after plaintiff filed a motion to strike arbitration, the defendant "was on notice that [plaintiff] intended to pursue a defense of waiver, and that further action before filing a motion to compel would be costly and dilatory."[1] *Id.* at 514, 788 S.E.2d at 219. The same is true here. Defendants denied the "wherefore" clause arbitration request as to Defendant Barnes and then made a jury trial demand as to the counterclaims and third-party claims. After that point, PMPED and PLG were on notice that Defendants intended to challenge arbitration and that further litigation in circuit court would be costly and dilatory.

This scenario where Plaintiff has been allowed to obtain extensive information from Defendants, while only providing four pages to Defendants and now compelling arbitration is fundamentally and patently unfair and has greatly prejudiced the Defendants. To compel

[1] In addition to the *Johnson* opinion, attached to this Motion are memoranda in opposition to motions to compel arbitration filed by PMPED in the circuit court and the accompanying orders denying those motions to compel arbitration on the basis of waiver in *Johnson* and another action where PMPED represented the plaintiff and argued for waiver in circumstances similar to this case. (Exh.). In the *Johnson* memorandum, PMPED argued that "Our Courts have held that the cost associated with discovery that may not have been expended in arbitration is an example of prejudice that is beyond mere inconvenience." (Memo. p. 10). In the other memorandum, PMPED argued that the party seeking to arbitrate after engaging in discovery "availed themselves of the very rules and procedure that they now want to avoid." (*Cherry Scott* Memo p. 12). This court may take judicial notice of the contents of the record in other, unrelated cases. *See Stanley Smith & Sons, Inc. v. Dumas*, 315 S.C. 30, 431 S.E.2d 595 (Ct.App.1993) (wherein the Court of Appeals took notice of the contents of the appellate record in another, unrelated case); *Shores v. Weaver*, 315 S.C. 347, 433 S.E.2d 913 (Ct. App. 1993) (same).

arbitration at this stage would essentially punish the Defendants for relying on the Rules of Civil Procedure, relying on controlling case law, and cooperating with the rules of discovery, yet reward Plaintiff for purposefully and deceptively behaving pursuant to a jury trial demand and then arbitrate to circumvent their responsibilities to comply with the rules of discovery.

In addition to the analysis and evidence discussed above as a factual basis for reconsidering the Court's waiver holding, the Court's holding directly contradicts binding Supreme Court precedent in *Johnson v. Heritage Healthcare of Estill, LLC*, 416 S.C. 508, 788 S.E.2d 216 (2016). In that case, the Supreme Court found the defendant waived arbitration on less waiver facts than is present in this case. PMPED attorney Lee Cope argued for a finding of waiver in *Johnson* and, the current position PMPED now takes essentially seeks a reversal of *Johnson*. In other words, PMPED argued for waiver on behalf of another but does not want the same law to apply to it. The law applies equally; it does not play favorites. *See Rodarte v. Univ. of S.C.*, 419 S.C. 592, 603 n.13, 799 S.E.2d 912, 917 n. 13 (2017) ("As the old saying goes, what's good for the goose is good for the gander.").

As argued at the hearing, PMPED is a sophisticated party that knew exactly what they were doing when they made a jury trial demand and then failed to seek arbitration for almost six months while using the court system to get discovery and then seeking to arbitrate only when they were forced to confront a motion to compel discovery and depositions were sought from them. As previously stated, in *Johnson*, Lee Cope, a current PMPED/PLG partner, argued that a defendant waived arbitration when it "participated in pre-suit mediation, responded to [plaintiff]'s discovery requests, and served discovery requests on [plaintiff] in return, thus availing itself of the court's

authority."[2] *Id.* at 511, 788 S.E.2d at 218. That exact conduct plus more is what PMPED did in this case.

PMPED engaged in pre-suit mediation, sent two sets of discovery requests to Defendants, responded (although inadequately) to Defendants' discovery requests, consented to a confidentiality order to govern discovery in circuit court, and also filed motions with the Court, all without seeking arbitration. This evidence of waiver is on file with the Court.

Johnson is controlling of the waiver argument in this case, and the Court's ruling directly contradicts the Supreme Court's holding in *Johnson*.

For six months after it filed a jury trial demand, PMPED acted in accordance with its jury trial demand and actively engaged in litigation and discovery in circuit court. On three separate occasions before PMPED filed a motion to compel arbitration, this case appeared on motions rosters for a circuit court judge to make decisions on motions filed by PMPED and PLG, yet they never asserted a demand for arbitration. The impetus for the motion to stay and compel arbitration was Defendants' attempt to schedule a deposition of a PMPED/PLG partner. Only after Defendants reached out to schedule a deposition, did PMPED suddenly assert—contrary to their pleadings and conduct—that Defendant Barnes should have to arbitrate.[3] This is undoubtedly waiver. The Court's decision to allow this gamesmanship encourages and sanctions a party's double-dipping into both the civil process and renders the allegations in a pleading meaningless.

While the Supreme Court ultimately agreed with PMPED in *Johnson* and held that the defendants had waived their right to enforce the arbitration agreement, PMPED finds themselves

[2] Defendants cite this case for the waiver argument that PMPED knew its conduct amounted to waiver when it chose to do so, and not to bind them to an argument made on behalf of a client.

[3] As discussed, PMPED moved to compel arbitration only as to Defendant Barnes but then, at the hearing, impermissibly expanded its argument to include **all parties** and **all claims**.

making the opposite argument and attempting to avoid applying the law that they helped create, to gain a competitive advantage and prejudice the Defendants.

Therefore, because Plaintiff's actions have greatly and unfairly prejudiced the Defendants, their actions have constituted a waiver of the right to assert arbitration.

e. PMPED waived arbitration by consenting to a Confidentiality Order in Circuit Court, and this Court's order compelling arbitration impermissibly violates the Confidentiality Order

On April 14, 2025—less than one month before PMPED moved to arbitrate—it **consented** to the Circuit Court's entry of a Confidentiality Order. (Confid. Order). The Order specifies that it applies to all discovery in this matter. It discusses challenges to confidentiality, modifications of the order, and filing documents under seal that all are to occur in Circuit Court. The **consent** to the Circuit Court exercising jurisdiction over the parties and discovery is an independent, direct, and knowing waiver of arbitration.

Further, this Court's order compelling the parties to arbitrate, in effect, overturns the Confidentiality Order and violates the two-judge rule. *See Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("This State has a long-standing rule that one judge of the same court cannot overrule another."). The parties cannot arbitrate the entire dispute outside of circuit court while simultaneously complying with the Confidentiality Order subject to interpretation by the Circuit Court. Therefore, the Court's decision to compel arbitration is a decision to overrule the Confidentiality Order. No party asked for that relief, and it is impermissible under long-standing precedent. This is one of many examples of how PMPED's litigation conduct was a repeated waiver of arbitration. The Court should reconsider its decision.

f. Plaintiff PMPED waived arbitration by failing to plead it as an affirmative defense to Defendants' counterclaims.

Defendants made a jury trial demand for their counterclaims and third-party claims, which are separate claims from Plaintiff's. PMPED did not challenge the jury trial demand. In responding to Defendants' counterclaims, Plaintiff PMPED asserted some thirty-two (32) affirmative defenses. However, PMPED failed to assert arbitration as a defense, as required by Rules 8(c) and 12(b), SCRCP. Under Rule 8(c), SCRCP, "[i]n pleading to a preceding pleading, a party shall set forth affirmatively the defenses: . . . arbitration and award . . . ." PMPED's failure to plead arbitration as a defense is a waiver of arbitration as a matter of law.

Our Court of Appeals discussed this issue, quoting the Arkansas Supreme Court, stated: "'The right to seek arbitration is a defense to civil litigation. Like any other defense, it may be waived by failing to timely assert it under the rules of civil procedure.'" *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 444 S.C. 328, 344, 907 S.E.2d 129, 137 (Ct. App 2024) (quoting *Tri-State Delta Chemicals, Inc. v. Crow*, 347 Ark. 255, 61 S.W.3d 172, 173 (Ark. 2001)).

"The failure to plead an affirmative defense is deemed a waiver of the right to assert it." *Wright v. Craft*, 372 S.C. 1, 21, 640 S.E.2d 486, 497 (Ct. App. 2006), citing *Adams v. B & D*, Inc., 297 S.C. 416, 419, 377 S.E.2d 315, 317 (1989)); *see also Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 466, 381 S.E.2d 499, 502 (Ct. App. 1989) (stating "one's right to arbitrate given by contract may be waived by failing to raise the right in an answer" (citing 5 Am. Jur. (2d) Arbitration and Award § 51 at 556-57 (1962))); *Miller v. British America Assurance Co*., 238 S.C. 94, 119 S.E.2d 527 (1961) (referring to an arbitration agreement set up in the answer as a "special defense"). Our courts hold that a defaulting defendant waived arbitration. *Palmetto*, 444 S.C. at 343-45, 907 S.E.2d at 137-38. Given this law, it is logical that a party who consciously files a pleading and chooses not to assert arbitration as a defense has also waived it.

Therefore, because PMPED failed to raise arbitration as an affirmative defense in its Answer to Defendants' counterclaims, PMPED has waived its right to assert arbitration as to the counterclaims.

g. Plaintiff's Complaint Demonstrates its Original Intent to Waive Arbitration.

The Defendants disagree with Plaintiff's characterization that the Plaintiff has consistently and uniformly requested/demanded arbitration. Plaintiff has represented, and the Court has found, that the Complaint was essentially an explicit demand for arbitration. This is directly contradicted by the record. As stated above, the Plaintiff's jury trial demand alone belies this notion.

A review of the Complaint exposes Plaintiff's original interpretation of the Employment Agreement and is demonstrative of Plaintiff's intention to proceed with litigation in circuit court. Further, the procedural record shows that Plaintiff only sought to invoke arbitration to avoid depositions and discovery.

Plaintiff's assertion of arbitration was barely noted in its Complaint. The Complaint begins by demanding (in all capital letters) a "jury trial"—an expressly opposite request of an arbitration. (Cmplt. 1). The first mention of arbitration is twelve paragraphs into the Complaint, and only references Plaintiff's interpretation that only a portion of the transferred cases are subject to determination by an arbitrator. Because the "transferred cases" represent only a portion of the cases at issue, a correct reading is that the Complaint, at best (and ignoring the jury trial demand), alleges that only a portion *of a portion* of the cases at issue could be subject to arbitration and only as against Defendant Barnes.

A thorough review of the Complaint in this matter reveals a clear distinction between Plaintiff's position in the Complaint (which is binding and conclusive as explained above) and its current position. When reference is made to arbitration in the Complaint, it is made **only in**

reference to what Plaintiff believed to be a class of transferred cases that were not subject to a purported agreement to split certain fees 50/50.[4]

However, while Plaintiff alleged in Paragraphs 12, 23, 32 and 49 of the Plaintiff's Complaint that the fees from transferred cases that are not subject to the fifty percent sharing agreement are subject to arbitration, Plaintiff expressly requested in its Prayer for Relief in the Complaint that "the **Court** make a determination as to the division of attorney fees that have been collected and that may be collected in the future from transferred cases that are not subject to the fifty percent fee sharing agreement." Complaint ¶ 54(d). Plaintiff expressly requested that the ***Court***, not an arbitrator, determine the division of fees for those cases.

In fact, Plaintiff's Prayer for Relief lists five subsections requesting the **Court** award damages, attorneys fees, reimbursements, and relief on all causes of action to Plaintiff before even mentioning arbitration. When the Plaintiff does finally mention arbitration in the prayer, Plaintiff requests that the Court Order Defendant Barnes[5] arbitrate any issue determined to be subject to arbitration. **At no point in Plaintiff's Complaint does Plaintiff request that all claims be subject to arbitration as to both Defendants or even specify that a cause of action is subject to arbitration.**

Moreover, on the first page of the Complaint, PMPED pled that the Employment Agreement "provides that parties to the agreement shall submit to the jurisdiction **of the state courts of Hampton County, South Carolina for litigation arising under the PMPED Employment Agreement** and that venue shall be properly and exclusively laid in Hampton

[4] Plaintiff alleges in paragraph 10 of their Complaint that there was a separate and distinct agreement that overrode the Employment Agreement with regard to a specific set of transferred cases and set forth a 50/50 fee sharing scenario for certain cases. Defendants deny this agreement.

[5] Notably, the prayer does not request that Defendant Barnes Law Firm be ordered to arbitration.

County." (emphasis added). Paragraph 7 of the Plaintiff's Complaint states ". . . Defendant Barnes agreed that Hampton County would provide the **exclusive venue for all litigation related to the PMPED employment agreement**…" (emphasis added).

Therefore, to the extent the Court's ruling is the result of an impression that Plaintiff's Complaint was, on its face, a demand for arbitration of all claims, the Defendants respectfully request that the Court review the Complaint and alter or amend the current Order Granting Plaintiff's Motion to Stay Case and Compel Arbitration accordingly, as such is not the case.

In numerous separate instances, PMPED waived arbitration. Each is sufficient to stand on its own, but the cumulative effect and obvious, consistent strategy to act pursuant to a jury trial demand should, after reconsideration, result in an order denying the motion to compel arbitration.

II. The Court incorrectly ruled that Barnes Law Firm—a nonparty to the Employment Agreement—is bound to the arbitration provision.

Defendant Barnes Law Firm, LLC and Third-Party Defendant Parker Law Group are not signatories to the Employment Agreement. Tellingly, PMPED did not ask in its motion for the Court to order Barnes Law Firm to arbitrate. Instead, it impermissibly argued at the hearing that the Employment Agreement is so broad as to encompass all claims asserted against and by non-party Barnes Law Firm. The Court's agreement with this argument is legally and factually incorrect.

As a legal matter, the Court did not find that any theory to bind a non-party applies in this case. South Carolina has recognized several theories that could bind nonsignatories to arbitration agreements under general principles of contract and agency law, including (1) incorporation by reference, (2) assumption, (3) agency, (4) veil piercing/alter ego, and (5) estoppel. *Malloy v. Thompson*, 409 S.C. 557, 561-62, 762 S.E.2d 690, 692 (2014). PMPED did not assert that any of these theories apply, and the Court, in its order, did not find that any of these theories apply to

Barnes Law Firm. Therefore, Barnes Law Firm, LLC and Third-Party Defendant PLG cannot be bound to the arbitration provisions.

In a conclusory fashion, the Court summarily stated that it can bind a nonparty to an arbitration agreement because the claims relate to the agreement in which there is an arbitration provision. First, as explained further below, the Court did not make the threshold finding that each claim is subject to arbitration. Second, that ruling is contrary to the law.

The Court cited to *Zabinski v Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001), for the proposition that the "broad scope" of the arbitration provision could bind Barnes Law Firm to arbitrate. (Order p. 7). *Zabinski* has nothing to do with a non-party. In *Zabinski*, the parties to the case had all signed a partnership agreement "which expressly provided for arbitration of all controversies or claims arising out of the partnership agreement." *Id.* at 586, 553 S.E.2d at 112-13. Here, Barnes Law Firm is a non-party to the Employment Agreement. Further, the Agreement itself states that only "certain provisions" are subject to arbitration—not all claims arising out of the Agreement. (Exh. A to Def. Ans.). *Zabinski* does not legally or factually support the Court's holding.

The only other authority cited by the Court is *Pearson v. Hilton Head Hospital*, 400 S.C. 281, 733 S.E.2d 597 (Ct. App. 2012). *Pearson* also does not support the Court's holding that Barnes Law Firm is bound to arbitrate all claims against it and all claims that it asserts. *Pearson* involved a doctor who had signed a contract with a physician-placement service that had an arbitration provision, and the placement service in turn had a contract with a hospital with the exact same arbitration provision. After being fired, the doctor sued both entities invoking the contracts but opposed arbitration with the hospital. The Court of Appeals found the claims subject to

arbitration because the doctor sought and received a benefit from the contract. *Id.* at 296-97, 733 S.E.2d at 605.

In this case, the Court did not make any such finding as to Barnes Law Firm. A blanket statement that any claim with a "connection" to the agreement containing the arbitration provision is wholly insufficient to bind a non-party to arbitrate. Further, the agreement at issue expressly states that not all of its provision are subject to arbitration. Therefore, there is no intention to broadly arbitrate anything related to or connected with the agreement.

The Court should reconsider and find that Barnes Law Firm is not bound to arbitrate any claim asserted against or by it as to any other party.

III. The Court Should Alter Its Order Granting Plaintiff's Motion to Stay Case and Compel Arbitration to Provide Rulings on Each Specific Claim.

If the Court is not inclined to reconsider in its entirety its Order Granting Plaintiff's Motion to Stay and Compel Arbitration, Defendants respectfully request that the Court alter or amend its Order to specifically address Defendants' arguments as to the arbitrability of each specific claim, counterclaim, and third-party claim as to each party.

a. The Court's Current Order Does Not Specifically Address The Arbitrability of Each Claim.

The Court's current order makes a sweeping ruling that all claims are subject to arbitration as to all parties. However, the application of law is different depending on the various circumstances and parties surrounding each claim.

For example, there are four causes of action alleged by Plaintiffs against the Defendants:

- Breach of contract
- Unjust Enrichment
- Conversion

- Tortious interference with Contract (only as to Barnes Law Firm)

Moreover, there are five counterclaims alleged by Defendants against PMPED:

- Breach of Contract
- Quantum Meruit
- Unjust Enrichment
- Accounting
- Declaratory Judgment

Finally, there are four third-party claims alleged by Defendants against PLG:

- Quantum Meruit
- Unjust Enrichment
- Account
- Declaratory Judgment

The Defendants respectfully request that the Court address the arbitrability of each claim as to each party given that many of the claims fall outside of the scope of any arbitration provision in the Employment Agreement and may be decided on the merits without any reference to the Employment Agreement. By not undertaking the analysis of the arbitrability of each claim as to each party, the Court misinterpreted the scope of arbitration in its order.

The Court's order states that "Defendants agreed the arbitration provision in the Employment Agreement is valid." (Order p. 4). Validity has nothing to do with applicability. The arbitration provision does not apply to all claims between all parties. The Defendants request that the Court reconsider the issuance of a blanket ruling as to all the claims, as the nature of the claims and the parties involves requires separate analysis under South Carolina law as discussed below.

b. Some of Plaintiff's Claims Allege Binding Agreements that are Separate and Distinct from the Employment Agreement and are Not Subject To Arbitration

"Arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute which he has not agreed to submit. Arbitration rests on the agreement of the parties, and the range of issues that can be arbitrated is restricted by the terms of the agreement." *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596-97, 553 S.E.2d 110, 118 (2001) (internal citation omitted). Plaintiff alleged agreements **outside** of the Employment Agreement that cannot be arbitrated because no party ever agreed to arbitrate them. The Court cannot create a contract where none exists.

Throughout Plaintiff's Complaint, they allege binding oral agreements which are separate and apart from the Employment Agreement. For example, Paragraphs 29 and 48 of the Complaint allege a "binding agreement" and "valid contract" to split certain transferred cases fifty percent with PMPED. This alleged agreement is separate and apart from the Employment Agreement.

Additionally, Paragraph 33 of the Plaintiff's Complaint references a "binding agreement" regarding reimbursement of legal fees for which Plaintiff allegedly made payment for legal services on Barnes' behalf. This alleged agreement is separate and apart from the Employment Agreement.

Both of these alleged binding agreements are separate and apart from the Employment Agreement and Plaintiff has not alleged that those separate agreements contain arbitration provisions. Further, the Employment Agreement expressly forbids expanding its scope unless in writing. It states "No modification, amendment, addition or termination of this Agreement or waiver of any of its provisions shall be valid or enforceable unless in writing and signed by all parties hereto." (Exh. A to Def. Ans. p. 17 ¶ 21). PMPED is a law firm. It knew that any alleged separate agreements were not subject to the terms of the Employment Agreement.

Therefore, because Plaintiff has alleged that at least two separate agreements existed outside the Employment Agreement, the claims relating to those extrinsic agreements cannot be bound by an arbitration clause in the Employment Agreement.

c. The Employment Agreement Sets Forth Different Procedures for Arbitration for Different Scenarios

The Court misinterpreted the Employment Agreement by failing to consider that each page of the Agreement contains a footer that specifies not all provisions of the Agreement are subject to arbitration. It states that "CERTAIN PROVISIONS OF…" the Employment Agreement are subject to arbitration. The footer does not state that ALL provisions are subject to arbitration. This distinction is important and plainly shows that there is no intention for the parties to the Employment Agreement to arbitrate all claims in any way related to it.

As just one example, the Court relies on an overly broad interpretation of Paragraph 27(a), which it quotes in the Order yet fails to read in conjunction with Paragraph 27(b). (Order p. 2). Paragraph 27(a) begins with "**Except** as to the extent referenced in paragraph (b) . . . ." (emphasis added). Paragraph (b) in turn states "[t]he parties agree to resolve certain payment calculations (as provided in Paragraphs 14, 15, and 16) . . . by a **separate** arbitration procedure **as set out in those Paragraphs**." (emphasis added). There is **no** separate arbitration provision in Paragraph 16, which relates to Defendant Barnes' claim for fees as to cases that he worked on while at PMPED but did not transfer. Therefore, those claims are not subject to arbitration.

d. The Court's Order impermissibly exceeds the relief that PMPED requested.

PMPED's motion to stay asked the Court to compel arbitration of **only** "claims asserted between PMPED and **Defendant William Barnes**." (Mot. to Stay p. 1) (emphasis added). The Court's Order that compels all parties to arbitrate all claims impermissibly exceeds the relief that PMPED requested.

"One of the basic purposes of a notice of motion is to apprise the opposing party of the relief sought and the grounds therefor. Ordinarily a court may not grant relief beyond the limits or scope of such notice." *Skinner v. Skinner*, 257 S.C. 544, 549, 186 S.E.2d 523, 526 (1972). The Court went far beyond that relief requested by ordering **all** parties to arbitrate **all** claims. It should limit reconsideration to only whether to compel arbitration of the claims between PMPED and Defendant Barnes.

CONCLUSION

For the reasons set forth above, the Defendants respectfully request that the Court Alter or Amend its current Order to deny the motion for any one of the independent reasons stated above or, alternatively, to address the specific arbitrability of each claim, counterclaim and third-party claim asserted as to each party under the correct legal standard and applicable law, specific to each claim as fully discussed above.

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July 25, 2025
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

RECEIVED
Oct 23 2025
SC Court of Appeals

Appellate Case No. 2025-001849

Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A., ...Respondent,

v.

William Barnes and Barnes Law Firm, LLC, ... Appellants,

v.

Parker Law Group, ... Third-Party Defendant.

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing Respondent's Motion to Dismiss has been served upon the following counsel of record by emailing a copy of the same this 13th day of October , 2025:

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October 23, 2025

BY EMAIL
The Honorable Jenny Abbott Kitchings
S.C. Court of Appeals Clerk of Court
Post Office Box 11629
Columbia, SC 29211-1629

Re: ***Peters, Murdaugh, Parker, Eltzroth & Detrick, PA v. William Barnes and Barnes Law Firm, LLC v. Parker Law Group***
Appellate Case No.: 2025-001849

Dear Ms. Kitchings:

On October 13, 2025, we filed Respondent's Motion to Dismiss, along with eight (8) Exhibits and a Proof of Service in the above-referenced matter. After filing, we discovered that Exhibit No. 8 had some highlighting on it, and we would like to replace it with a clean copy for the Court's records.

Pursuant to my conversation with the case manager, Shelby Spencer, it is my understanding that we should resubmit the entire filing. Therefore, along with this letter is a new copy of the Motion to Dismiss and all eight (8) exhibits. Thank you for your assistance with this matter. If you have any questions, please let us know.

Sincerely,

Sherry D. Manning
Paralegal

/sdm
enclosures