

RECEIVED
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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY
PERRY H. GRAVELY, CIRCUIT COURT JUDGE

Appellate Case No. 2025-000366
Civil Action No. 2022-CP-23-04055

Stacey Grist as Agent under a Power of Attorney for
Stanford W. Grist and as Trustee of the Second Amended
Trust of Stanford W. Grist living Trust dated December 5, 2005,
Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC,
And Hilly Street, LLC,.....Appellant,

v.

Priscilla Mickie Grist, Caroline York Grist Lyon,
Leyland H. Lyon, Jr., Jennifer Browning, Browning
Geriatrics Consulting, LLC, Tracy Parson, Kiki's Kare, LLC
d/b/a Comfort Keepers, Erin Couchell Individually and as a
member of Kiki's Kare, Chris Couchell individually and as a
member of Kiki's Kare, LLC, and Kerry Burnett McCreary, Defendants,

Of which Jennifer Browning, Browning Geriatrics Consulting, LLC,
Tracy Parsons, Kiki's Kare d/b/a Comfort Keepers, Erin Couchell
Individually and as a member of Kiki's Kare, Chris Couchell
Individually and as a member of Kiki's Kare, LLC are the, ... Respondents.

RECORD ON APPEAL
VOLUME I

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Keepers, Erin Couchell Individually and as a
member of Kiki's Kare, Chris Couchell
Individually and as a member of Kiki's Kare,
LLC*

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF:
STANFORD W GRIST
An alleged incapacitated individual.

PRISCILLA MICKIE GRIST
Petitioner(s)

STANFORD W GRIST, STACEY DESIREE GRIST,
AND CHARLOTTE ROXANNE GRIST,

Respondents(s)

IN THE PROBATE COURT
CASE NUMBER:

EX PARTE ORDER FOR EMERGENCY
RELIEF AND NOTICE OF HEARING

FILED

JUL 15 2020

GREENVILLE COUNTY
PROBATE COURT

The Court has jurisdiction over the parties and subject matter, and venue is proper. Based on the physician's affidavit filed with the Court and the factual allegations made, the request for emergency order and hearing is
☒ GRANTED; ☐ DENIED. If granted, pending the emergency hearing, IT IS ORDERED:

1. ☒ The physical welfare of the alleged incapacitated individual (A.I.I.) requires emergency relief as follows:
☒ PRISCILLA MICKIE GRIST is appointed Guardian with all of the rights and duties in S.C. Code Ann § 62-5-304A(B);
☐ _____ is appointed Limited Guardian to

- ☐ make decisions about the A.I.I.'s custody and residence;
☐ consent to medical or other professional care, counsel, treatment, or service, and/or
☐ access medical records;

☐ other: _____

2. ☐ The assets of the A.I.I. require emergency protection as follows:
☐ _____ is appointed Conservator with all of the rights and duties in S.C. Code Ann. § 62-5-422(A);
☐ _____ is appointed Limited Conservator to

- ☐ have access to the A.I.I.'s financial records, provided, however, if this box ☐ is checked no disbursements may be made without written court approval;
☐ apply for, receive and manage money and property with the exception of _____;
☐ institute and maintain proceedings to protect money and property;

☐ other: _____

3. ☒ JENNIFER BROWNING is appointed Guardian *ad Litem* with all of the rights and duties in S.C. Code Ann. § 62-5-106.

4. ☐ a Protective Order is entered as follows:

☐ A fiduciary bond in the amount of \$ _____ is required.

NOTICE OF EMERGENCY HEARING

Date July 24, 2020

Time 11:00 AM

Place Remote Hearing via Zoom

Caroline M. Horlbeck
☐ Debora A. Faulkner, Probate Court Judge
☒ Caroline M. Horlbeck, Associate Probate Court Judge
☐ Clayton L. Jennings, Associate Probate Court Judge

Executed this 15th day of July, 20 20.

COUNTY OF GREENVILLE

IN THE MATTER OF:
STAMFORD W GRIST
An alleged incapacitated individual.

PRISCILLA MICKIE GRIST

Petitioner(s)

STANFORD W GRIST, STACEY DESIREE GRIST,
AND CHARLOTTE ROXANNE GRIST,

Respondents(s)

CASE NUMBER 20GC2300088

EX PARTE ORDER FOR EMERGENCY
RELIEF AND NOTICE OF HEARING

FILED

JUL 24 2020

GREENVILLE COUNTY
PROBATE COURT

The Court has jurisdiction over the parties and subject matter, and venue is proper. Based on the physician's affidavit filed with the Court and the factual allegations made, the request for emergency order and hearing is
☒ GRANTED; ☐ DENIED. If granted, pending the emergency hearing, IT IS ORDERED:

1. ☒ The physical welfare of the alleged incapacitated individual (A.I.I.) requires emergency relief as follows:
☒ PRISCILLA MICKIE GRIST is appointed Temporary Guardian with all of the rights and duties in S.C. Code Ann § 62-5-304A(B);
☐ _____ is appointed Limited Guardian to

- ☐ make decisions about the A.I.I.'s custody and residence;
☐ consent to medical or other professional care, counsel, treatment, or service, and/or
☐ access medical records;

☐ other: _____

2. ☐ The assets of the A.I.I. require emergency protection as follows:
☐ _____ is appointed Conservator with all of the rights and duties in S.C. Code Ann. § 62-5-422(A);
☐ _____ is appointed Limited Conservator to

- ☐ have access to the A.I.I.'s financial records, provided, however, if this box ☐ is checked no disbursements may be made without written court approval;
☐ apply for, receive and manage money and property with the exception of _____;
☐ institute and maintain proceedings to protect money and property;

☐ other: _____

3. ☒ JENNIFER BROWNING is appointed Guardian *ad Litem* with all of the rights and duties in S.C. Code Ann. § 62-5-106.

4. ☐ a Protective Order is entered as follows:

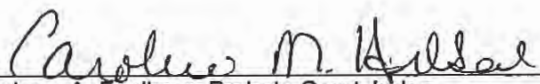
☐ A fiduciary bond in the amount of \$ _____ is required.

NOTICE OF EMERGENCY HEARING

Date JULY 29, 2020

Time 2:00 PM

Place REMOTE HEARING VIA ZOOM


☐ Debora A. Faulkner, Probate Court Judge
☒ Caroline M. Horlbeck, Associate Probate Court Judge

Executed this 24TH day of JULY, 2020.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF:
STANFORD W GRIST,
an alleged incapacitated individual.

IN THE PROBATE COURT
CASE NUMBER: 2020GC2300088

ORDER APPOINTING COUNSEL

FILED

JUL 27 2020

GREENVILLE COUNTY
PROBATE COURT

Upon reading the Petition for Finding of Incapacity and Appointment of Guardian and/or Conservator in the above matter and after review of the file, this Court finds that no attorney has been engaged for the above-named alleged incapacitated individual.

THEREFORE, IT IS HEREBY ORDERED that HEATHER SCALZO is appointed attorney for the alleged incapacitated individual.

IT IS SO ORDERED.

Caroline M. Horlbeck

- ☐ Debora A. Faulkner, Probate Court Judge
☒ Caroline M. Horlbeck, Associate Probate Court Judge
☐ Clayton Jennings, Associate Probate Court Judge

Executed this 27th day of July, 20 20.
Greenville, South Carolina

ACCEPTANCE

I am licensed to practice law in South Carolina and a member in good standing with the South Carolina Bar. I agree to serve as attorney for the alleged incapacitated individual in this matter.

Attorney Signature: *Heather Scalzo*
Print Name: HEATHER SCALZO
Firm Name: Byford & Scalzo LLC
Bar Number: 70523
Address: 414-B Pettigrew St.
Greenville SC 29601
Telephone: 331 0111
Email: scalzo@uptate.sc1aw.com

Executed this 23rd day of July, 20 20

Note: Pursuant to S.C. Ann. § 62-5-105, if not otherwise compensated you are entitled to reasonable compensation as determined by the Court.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

Stanford W. Grist, Stacey Desiree Grist
and Charlotte Roxanne Grist

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

ORDER

FILED

JUL 30 2020

GREENVILLE COUNTY
PROBATE COURT

Date of Hearing:

July 29, 2020

Probate Judge:

Clayton L. Jennings

Attorneys:

R. O'Neil Rabon, Jr. and H. Hall Provence IV, attorney for
Petitioner

Adam G. Lee, attorney for the alleged incapacitated
individual

Tyler E. McLeod, attorney for Respondent Charlotte
Roxanne Grist (also known as Charlotte Grist Smith)

Matthew J. Myers, attorney for Respondent Stacey Desiree
Grist

Heather Scalzo as court appointed counsel for the alleged
incapacitated individual

Jennifer L. Browning as *Guardian ad Litem* for the alleged
incapacitated individual

This matter was initiated by the Petitioner seeking a determination of incapacity and appointment of a Guardian and an Emergency Guardian for Dr. Stanford W. Grist, the alleged incapacitated individual. This matter came before the Court for an emergency hearing via Zoom on July 29, 2020 commencing at 2:00 p.m. based on the Emergency Order issued by this Court on July 15, 2020.

1 of 3
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Present at the hearing were the Petitioner, represented by R. O'Neil Rabon, Jr. and H. Hall Provence IV, Adam G. Lee, attorney for the alleged incapacitated individual who waived Dr. Stanford W. Grist's presence, Respondent Charlotte Roxanne Grist (also known as Charlotte Grist Smith), represented by Tyler E. McLeod, Respondent Stacey Desiree Grist, represented by Matthew J. Myers, Heather Scalzo, as court-appointed counsel for the alleged incapacitated individual, and Jennifer L. Browning as *Guardian ad Litem* for the alleged incapacitated individual. Also present were Dale Lyles and Tracy Parsons.

After carefully considering the documents submitted to this Court and the affidavits submitted with the Petition, and after carefully considering arguments made during the hearing on July 29, 2020, this Court makes the following findings:

1. This matter is properly before the Court, and the Court has jurisdiction over the parties.
2. Adam G. Lee has accepted service on behalf of the alleged incapacitated individual.
3. Matthew J. Myers has accepted service on behalf of Respondent Stacey Desiree Grist.
4. Dr. Stanford W. Grist is for purposes of a temporary finding an incapacitated person in need of protection and assistance by appointment of a temporary Guardian. This is supported by the physician's affidavit filed with the Court by Dr. John R. Absher, MD that Dr. Stanford W. Grist is unable to effectively receive, evaluate or respond to information or to make or communicate decisions with appropriate, reasonably available supports and assistance in order to meet the essential requirements for his physical health, safety, or self-care, or manage property or financial affairs to provide for his support.

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C28

5. It is necessary to continue the appointment of a temporary Guardian for Dr. Stanford W. Grist, and if additional information becomes available to the temporary Guardian and the *Guardian ad Litem* that indicates that a temporary Guardian is no longer necessary the temporary Guardian and the *Guardian ad Litem* shall have leave to present such information to this Court.

6. Tracy Parsons is well known to this court and has served in the capacity as a third party Guardian on numerous occasions and is therefore an appropriate person to serve as a temporary Guardian for Dr. Stanford W. Grist with full power and authority to act for the protection and assistance of Dr. Stanford W. Grist described in Section 62-5-304A(B) of the South Carolina Code of Laws.

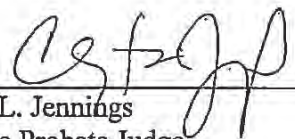
7. The temporary Guardian shall not place Dr. Stanford W. Grist in any nursing home or assisted living facility without an Order approving the same from this Court.

It is, therefore, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

a. Tracy Parsons is appointed as temporary Guardian for Dr. Stanford W. Grist, with full authority to act for the benefit of Dr. Stanford W. Grist pursuant to Section 62-5-304A(B) of the South Carolina Code of Laws.

b. Dr. Stanford W. Grist shall not be placed in any nursing home or assisted living facility without an Order approving the same from this Court.

IT IS SO ORDERED.



Clayton L. Jennings
Associate Probate Judge
Greenville County, South Carolina

July 30, 2020.

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

Stanford W. Grist, Stacey Desiree Grist
and Charlotte Roxanne Grist

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

ORDER

FILED

APR 20 2022

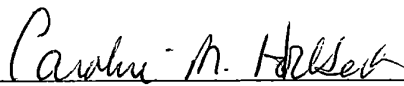
GREENVILLE COUNTY
PROBATE COURT

This matter came before the Court on April 8, 2022, pursuant to a Motion for Extension of the Temporary Guardianship filed by Petitioner, Priscilla Mickie Grist, seeking an order to extend the appointment of Tracy Parsons as temporary guardian of Dr. Stanford W. Grist.

After careful consideration, the Court finds and rules as follows:

Tracy Parsons shall continue to be appointed as the temporary guardian of Dr. Stanford W. Grist for a period of One Hundred Twenty (120) days from April 8, 2022, such that her appointment shall expire on August 6, 2022.

IT IS SO ORDERED.



Caroline M. Horlbeck
Associate Probate Judge
Greenville County

Date: April 20, 2022

STATE OF SOUTH CAROLINA	)	IN THE PROBATE COURT
	)	2020GC2300088 &
COUNTY OF GREENVILLE	)	2020GC2300136
In the Matters of:	)	ORDER RELIEVING
Stanford W. Grist	)	GUARDIAN AD LITEM

DATE OF HEARING:	October 5, 2022	FILED DEC 14 2022 GREENVILLE COUNTY PROBATE COURT
JUDGE:	Clayton Jennings	
ATTORNEYS:	William D. Fore, Attorney for the Guardian Ad Litem, Jennifer Browning R. O'Neil Rabon, Jr. and H. Hall Provence, Jr. Attorneys for Priscilla Mickie Grist Mike B. Bridges and Adam G. Lee, Attorneys for Stanford W. Grist, Individually Tyler E. McLeod, Attorney for Charlotte Grist Smith Matthew J. Myers, Attorney for Stacey Desiree Grist	

This matter came before me to be heard on the 5th day of October, 2022. Present at the hearing were Jennifer Browning, Guardian ad Litem for Stanford W. Grist, and her attorney, William D. Fore; H. Hall Provence, Attorney for Priscilla Mickie Grist; Adam G. Lee, Attorney for Stanford W. Grist; Tyler E. McLeod, Attorney for Charlotte Grist Smith; and Matthew J. Myers, Attorney for Stacey Desiree Grist.

The Guardian Ad Litem, Jennifer Browning, filed a Motion to be Relieved as Guardian Ad Litem on August 25, 2022. Jennifer Browning seeks an Order: Relieving her as Guardian Ad Litem for the alleged incapacitated individual in the Guardianship action and the Conservatorship action; Requiring that her fees as Guardian Ad Litem in the Guardianship action and the Conservatorship action be immediately paid from the assets of the alleged incapacitated individual; and Requiring that her attorney's fees and costs incurred as Guardian Ad Litem in the Guardianship action and the Conservatorship action, be immediately paid from the assets of the alleged incapacitated individual. Respondent, Stacey Grist, served a Memorandum in Opposition to Motion for Payment of Fees and Costs by Stanford W. Grist on October 4, 2022, and filed it on

In the Matters of Stanford W. Grist

2020-GC-23-00088 &

2020-GC-23-00136

Order Relieving Guardian Ad Litem

✓ Page 1 of 9

October 5, 2022. The Guardian ad Litem filed and served an affidavit of fees and costs on October 5, 2022. No other responses were filed by any other party.

THEREFORE, based on a review of the pleadings, fee affidavits, and argument of counsel, this Court makes the following findings:

1. There are Guardianship and Conservatorship actions pending in the Greenville County Probate Court under the above-referenced case numbers. This matter is properly before the Court, and the Court has jurisdiction over the parties.
2. Jennifer Browning was appointed as Guardian Ad Litem for Stanford W. Grist and has been working on these cases for over two years.
3. Respondent, Stacey Grist, has filed suit against Jennifer Browning, in her capacity as Guardian ad Litem for Stanford W. Grist, in the Greenville County Court of Common Pleas entitled Stacey Grist et. al. vs. Priscilla Mickie Grist, et. al. 2022CP2304055 (Hereinafter ^{the} "Common Pleas case").
4. The filing in the Common Pleas case will prevent Jennifer Browning from performing her statutory duties as Guardian ad Litem for Stanford W. Grist and, therefore, it is necessary that she be relieved and a successor Guardian ad Litem be appointed.
5. The Court has considered Jennifer Browning's request that her fees and costs, and her attorney fees and costs, be paid from the assets of Stanford W. Grist; and the Court has considered the arguments asserted by Respondent, Stacey Grist, in the Memorandum in Opposition to Motion for Payment of Fees and Costs by Stanford W. Grice.
6. Ms. Browning was appointed for the benefit of Stanford W. Grist and the Court finds that her fees and costs should be paid for at this time by the assets of Stanford W. Grist, subject to possible reallocation among the parties as discussed herein below.

In the Matters of Stanford W. Grist
2020-GC-23-00088 &
2020-GC-23-00136

Order Relieving Guardian Ad Litem

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Page 2 of 9

7. The Court acknowledges that Stanford W. Grist executed a Durable Power of Attorney, dated February 19, 2019, naming Stacey Desiree Grist as his agent and nominating her as his guardian if one must be appointed. However, even if a Power of Attorney exists Guardianship and Conservatorship actions can be maintained. The Power of Attorney would have priority to serve as the Guardian and/or Conservator; provided, however, that the Court, acting in the best interest of the alleged incapacitated individual, may decline to appoint a person having higher priority and appoint a person having lesser priority or no priority.
8. It is common for the Probate Court to order the payment of Guardian ad Litem fees and costs to be paid from the incapacitated person's assets at the close of the case. However, Jennifer Browning will no longer be assisting in this matter and, therefore, it is appropriate that she be paid immediately. The parties have reached an agreement to make such payment as specified herein, provided that the Court may re-apportion the fees awarded in this Order at the conclusion of the case and that this Order shall not be a final decision as to the party ultimately responsible for such payment.
9. In these matters, the Guardian Ad Litem has been on the cases for over two years and has submitted an invoice totaling Fifteen Thousand Six Hundred Ninety-Seven Dollars and Twenty-Nine Cents (\$15,697.29).
10. William D. Fore, as Attorney for the Guardian Ad Litem, submitted a Fee Affidavit totaling Five Thousand Two Hundred Fifteen Dollars (\$5,215.00).
11. Prior to the payment of the Guardian Ad Litem's fees and costs and the Guardian ad Litem's Attorney's fees and costs, the Court allowed the parties to review said fees and

In the Matters of Stanford W. Grist

2020-GC-23-00088 &

2020-GC-23-00136

Order Relieving Guardian Ad Litem

g

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costs and object to the amount. Respondent, Stacy Grist, objected to these fees in whole and in part.

12. All parties reached an agreement that: the total of Guardian Ad Litem's fees and costs and the Guardian ad Litem's Attorney's fees and costs will be reduced from \$20,912.29 to \$17,500.00; the amount of \$17,500.00 will be paid, within 20 days of the execution of this Order, from the assets of Stanford W. Grist; and the Court will reserve the right to reapportion the fees and costs awarded in this Order and require that one or more of the parties to this action be responsible for reimbursing Stanford W. Grist for the cost of these fees.

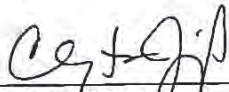
WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Jennifer Browning is hereby relieved from her duties as Guardian Ad Litem for Stanford W. Grist in the Guardianship action and the Conservatorship action.
2. The Court hereby appoints _____, as successor Guardian Ad Litem for Stanford W. Grist in the Guardianship action and the Conservatorship action.
3. Jennifer Browning shall be paid fees as Guardian Ad Litem and attorney fees incurred while serving as Guardian ad Litem in the amount of \$17,500.00 from the assets of Stanford W. Grist, within 20 days of the execution of this Order.
4. The Court reserves the right to reapportion the fees and costs awarded in this Order and require that one or more of the parties to this action be responsible for reimbursing Stanford W. Grist for the cost of these fees.

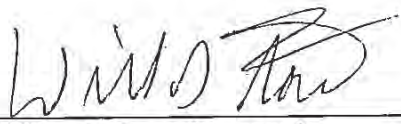
AND IT IS SO ORDERED!

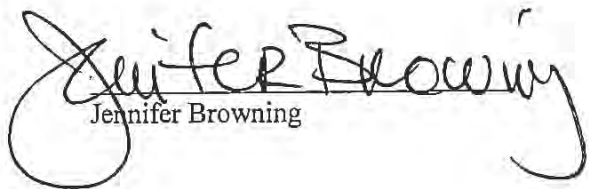
Greenville, South Carolina

Dated: December 14, 2022


CLAYTON JENNINGS,
JUDGE OF THE PROBATE COURT

I SO AGREE


William D. Fore, Attorney for
Jennifer Browning as
Guardian Ad Litem


Jennifer Browning

In the Matters of Stanford W. Grist
2020-GC-23-00088 &
2020-GC-23-00136

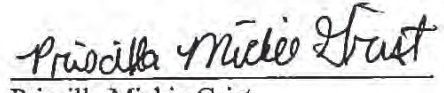
Order Relieving Guardian Ad Litem

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Page 5 of 9

I SO AGREE


H. Hall Provence, IV, Attorney for
Priscilla Mickie Grist


Priscilla Mickie Grist

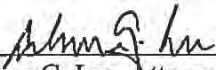
In the Matters of Stanford W. Grist
2020-GC-23-00088 &
2020-GC-23-00136

Order Relieving Guardian Ad Litem

g

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I SO AGREE



Adam G. Lee, Attorney for
Stanford W. Grist, Individually

In the Matters of Stanford W. Grist
2020-GC-23-00088 &
2020-GC-23-00136

Order Relieving Guardian Ad Litem

gj

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I SO AGREE


Tyler E. McLeod, Attorney for
Charlotte Grist Smith


Charlotte Grist Smith

In the Matters of Richard W. Grist
2020-GC-23-00088 &
2020-GC-23-00136

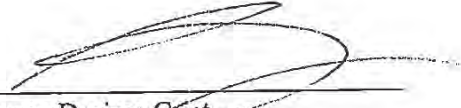
Order Relieving Guardian Ad Litem

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I SO AGREE



Matthew J. Myers, Attorney for
Stacey Desiree Grist



Stacey Desiree Grist

In the Matters of Richard W. Grist

2020-GC-23-00088 &

2020-GC-23-00136

Order Relieving Guardian Ad Litem

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

See page 2 below.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/08/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

This matter is before the Court on Defendants Jennifer Browning and Browning Geriatrics Consulting, LLC's Motion for Protective Order, Defendant Tracy Parson's Motion for a Protective Order, and Defendants Kiki's Kare, LLC d/b/a Comfort Keepers', Erin Couchell's and Chris Couchell's Motion to Sever.

Based on a review of the file, submissions of the parties and oral arguments, Defendants Jennifer Browning and Browning Geriatrics Consulting, LLC's Motion for Protective Order is hereby GRANTED. Counsel for Plaintiff indicated to the Court he did not plan to re-depose the witness on the subject areas of examination.

Defendant Tracy Parson's Motion for a Protective Order is moot.

Defendants Kiki's Kare, LLC d/b/a Comfort Keepers', Erin Couchell's and Chris Couchell's Motion to Sever is hereby GRANTED. Counsel for Defendants to prepare a formal order on this motion.

It Is So Ordered.



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

G.D. Morgan Jr.

Electronically signed on 2024-08-08 17:24:52 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	Civil Action No.: 2022-CP-23-04055
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust of	)	
Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist	)	ORDER GRANTING KIKI'S KARE, LLC
Veterinary Services, LLC, Chestnut Ridge	)	d/b/a COMFORT KEEPERS, ERIN
Farm, LLC, and Hilly Street, LLC,	)	COUCHELL'S INDIVIDUALLY AND AS
	)	A MEMBER OF KIKI'S KARE AND
Plaintiffs,	)	CHRIS COUCHELL INDIVIDUALLY
	)	AND AS A MEMBER OF KIKI'S KARE
v.	)	MOTION TO SEVER
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting,	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell	)	
Individually and as a member of Kiki's	)	
Kare, Chris Couchell Individually and as a	)	
member of Kiki's Kare, LLC, and Kerry	)	
Burnett McCreary,	)	
	)	
Defendants.	)	

This matter came before the Court on August 5, 2024, upon Defendants Kiki's Kare, LLC's d/b/a Comfort Keepers, Erin Couchell's, and Chris Couchell's (hereinafter "Comfort Keepers" and "The Couchells") Motion to Sever. Comfort Keepers and The Couchells were represented by Robert M. Peele, III, Esquire. Plaintiffs were represented by Devon M. Puriefoy, Esquire.

BACKGROUND

This case has a long and tortured history, and several iterations of this case has been filed in the Greenville County Probate Court. Dr. Standford W. Grist was a prominent veterinarian in Greenville and formed a trust for his wife and children. Years later, Dr. Grist developed dementia, and his competency was contested. A dispute grew between family members as to who was Dr.

Grist's Power of Attorney, as well as the issue of the competency of Dr. Grist. Litigation ensued where the Probate Judge appointed a Temporary Guardian and a Guardian Ad Litem.

The Second Amendment Complaint states Stacey Grist is currently serving as Agent under a Power of Attorney for Stanford W. Grist. ¶ 1 of Plaintiffs' Second Amended Complaint. By direction of Stacey Grist, her counsel filed a Second Amended Complaint on January 29, 2024, containing eight causes of action. See generally, Plaintiffs' Second Amended Complaint. Specifically, Plaintiffs Second Amended Complaint contains the following causes of action: The Third Cause of Action, Abuse of Process/Aiding and Abetting Abuse of Process. ¶¶ 78-88 of Plaintiffs' Second Amended Complaint; The Fourth Cause of Action, Civil Conspiracy. ¶¶ 89-95 of Plaintiffs' Second Amended Complaint; The Sixth Cause of Action, International Interference with a Business Contract. ¶¶ 105-109 of Plaintiffs' Second Amended Complaint; The Seventh Cause of Action, Disinheritance. ¶¶ 110-121 of Plaintiffs' Second Amended Complaint; and The Eighth Cause of Action, Violation of the Power of Attorney Act. ¶¶ 125-128 of Plaintiffs' Second Amended Complaint.

Comfort Keepers and The Couchells timely answered the Second Amended Complaint and participated in written discovery and depositions. Comfort Keepers and The Couchells have filed a Motion to be Severed from the above referenced causes of action and to have a separate trial with a separate jury as to The First Cause of Action, Negligence/Gross Negligence; The Second Cause of Action, Negligent Hiring, Negligent Training, and Negligent Supervision; and The Fifth Cause of Action, Violation of the S.C. Unfair Trade Practices Act. Comfort Keepers' and The Couchells' position is that above five listed causes of action sound in Probate and have nothing to do with Comfort Keepers or The Couchells, it would be confusing to the jury and prejudicial to Comfort Keepers and The Couchells to hear allegations sounding in Probate, and severing the

claims sounding in Probate would cut down in litigation expense already incurred by Comfort Keepers and The Couchells in having to defend claims that do not pertain to them.

DISCUSSION

For the reasons set forth below, Comfort Keepers' and The Couchells' Motion to Sever is appropriate.

"A motion for severance is addressed to the sound discretion of the trial court." *State v. Simmons*, 392 S.C. 342, 350, 573 S.E.2d 856, 860 (Ct. App. 2002). Rule 42 of the South Carolina Rules of Civil Procedure provides, the court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, always preserving inviolate the right of trial by jury as declared by the Constitution or as given by a statute of the State.

Rule 21 of the South Carolina Rules of Civil Procedure refers to misjoinder and non-joinder of parties, stating that: "Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceed with separately."¹ This is furthered by Rule 18(c) in the context of liberal provisions regarding joinder of claims which provides that the court "may make such orders as will prevent a party from being embarrassed, delayed or put to unnecessary expense by the joinder of independent or disassociated claims and may order separate trials or make other orders to prevent delay or prejudice."²

¹ Rule 21, SCRCF.

² Rule 18(c), SCRCF.

Courts have set out four factors when considering whether an issue or case can be severed. These four factors are “(1) whether the issues sought to be severed are “significantly different from one another;” (2) whether the issues require different witnesses and evidence; (3) whether the “party opposing severance will be prejudiced; and (4) whether the party requesting severance will be prejudiced; and (4) whether the party requesting severance will be prejudiced if the claims are not severed.”³

The four part test as outlined in Cramer is illustrative here. The first factor, whether the issues sought to be severed are significantly different from one another applies in this matter as Plaintiffs are seemingly attempting to litigate two issues in this lawsuit; the first issue is Dr. Grist’s probate matters, which seemingly applies to every defendant with the exception of Comfort Keepers and The Couchells and allegations of abuse which apply only to Comfort Keepers and The Couchells. Thus, the first factor of the Cramer test is satisfied.

The second factor, whether the issues require different witnesses and evidence is certainly true in this matter as the witnesses and evidence needed by Plaintiffs to prove their allegations that sound in probate are completely different from the witnesses and evidence needed by Plaintiffs to prove their allegations that sound in abuse.

The third factor, whether the party opposing severance will be prejudiced does not apply in this situation as Plaintiffs will still be able to present their case against Comfort Keepers and The Couchells as the cases can be consolidated for discovery purposes and will be severed only for trial.

The fourth factor, whether the party requesting severance will be prejudiced if the claims are not severed has been adequately demonstrated by Comfort Keepers and The Couchells as both

³ *Cramer v. Walley*, No. 5:14-cv-03857-JMC, 2015 WL 3968155 (D.S.C. June 30, 2015). While this was addressing the Federal Rule 21, both the federal and South Carolina rules are identical in meaning.

Comfort Keepers and The Couchells have stated that trying the probate and abuse allegations together would confuse the jury as it would require the jury to hear evidence entirely unrelated, irrelevant, and prejudicial to Comfort Keepers and The Couchells, will unnecessarily prolong trial, will cause unnecessary expense, and will result in unnecessary trial complexity.

As Comfort Keepers and The Couchells have stated in their argument to The Court, when parties are improperly joined together, misjoinder can be cured through severance based on the above four factors and factual assertions of each claim.

CONCLUSION

Because The Third Cause of Action, The Fourth Cause of Action, The Sixth Cause of Action, The Seventh Cause of Action and The Eighth Cause of Action sound in Probate and have nothing to do with Comfort Keepers and The Couchells, I grant Comfort Keepers' and The Couchells' Motion for Severance and Plaintiffs are to have a separate trial with a separate jury with Comfort Keepers and The Couchells as to their causes of action sounding in Negligence/Gross Negligence; Negligent Hiring, Negligent Training, and Negligent Supervision; and Violation of the S.C. Unfair Trade Practices Act.

IT IS SO ORDERED.

The Honorable G.D. Morgan
Presiding Judge of the Thirteenth Judicial Circuit

Greenville, South Carolina

August 19, 2024



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Other

So Ordered

G.D. Morgan Jr.

Electronically signed on 2024-08-27 18:21:07 page 6 of 6

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Plaintiffs filed a Motion for an indefinite stay which was heard on September 9, 2024. Whether to grant such a Motion is entirely within the discretion of the presiding judge. Thompson v. Swicegood, 430 S.C. 648 (Ct App) After review of the record and consideration of argument of counsel, the Court finds that the Plaintiff has failed to establish a basis for a stay and the Plaintiffs' Motion is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/10/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2024-09-10 17:07:02 page 3 of 3

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	
Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Plaintiffs, v. Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC and Kerry Burnett McCreary, Defendants.	Civil Action No. 2022-CP-23-04055 ORDER GRANTING DEFENDANT TRACY PARSONS' MOTION FOR SUMMARY JUDGMENT

This matter came before me on October 16, 2024 for a hearing on a Motion for Summary Judgment (the "Motion") filed on October 4, 2024 by Defendant Tracy Parsons ("Ms. Parsons").¹ Appearing at the hearing were Curtis W. Dowling, Esquire of Barnes, Alford, Stork & Johnson, LLP on behalf of Ms. Parsons and Devon M. Puriefoy, Esquire on behalf of the Plaintiffs.

Having reviewed the pleadings, the Motion, the briefs and exhibits submitted by the parties, and the court's file, and after considering and reflecting upon the arguments of counsel, I hereby **GRANT** the Motion.

¹ Ms. Parsons is misidentified in the Second Amended Complaint as "Tracy Parson."

BACKGROUND

On July 30, 2020, Ms. Parsons was appointed temporary guardian of Stanford W. Grist (“Dr. Grist”) by order of the Greenville County Probate Court in an action brought by Dr. Grist’s daughter, Priscilla Mickie Grist, pursuant to S.C. Code Ann. §§ 62-5-303 et seq. Ms. Parsons’ guardianship was extended four times—on February 10, 2021; on March 24, 2021; on September 22, 2021; and on April 20, 2022²—and finally expired on August 6, 2022, just over two years after it began. The Plaintiffs allege that, during her guardianship, Ms. Parsons sought to obtain and exercise control over Dr. Grist and his assets, isolated Dr. Grist from his family, retained Kiki’s Kare LLC d/b/a Comfort Keepers to provide in-home health care for Dr. Grist, and concealed evidence of alleged sexual abuse of Dr. Grist by a Comfort Keepers employee.³ The Second Amended Complaint asserts six causes of action against Ms. Parsons based on these allegations: (1) negligence/gross negligence; (2) negligent hiring, negligent training, and negligent supervision; (3) abuse of process/aiding and abetting abuse of process; (4) civil conspiracy; (5) violation of the South Carolina Unfair Trade Practices Act; and (6) violation of the Power of Attorney Act. Ms. Parsons seeks judgment as a matter of law on all six causes of action.

STANDARD OF REVIEW

Summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Rule 56(c), SCRCF; Singleton v. Sherer, 377 S.C. 185, 197, 659 S.E.2d 196, 202 (Ct.

² Notably, the first three extensions were with the consent of counsel for Dr. Grist as well as counsel for Plaintiff Stacey Desiree Grist (“Stacey Grist”).

³ For a more detailed recitation of the underlying facts and procedural history of this case, the court references its Order Granting Defendants Jennifer Browning and Browning Geriatric Consulting, LLC’s Motion for Summary Judgment.

App. 2008). “The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). See also Ward v. Zelinski, 260 S.C. 229, 232, 195 S.E.2d 385, 387 (1973) (“[I]f the evidence is susceptible of only one reasonable inference, the question is no longer one for the jury but one of law for the Court.”). Accordingly, “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 729 (Ct. App. 2005). See also CEL Prods., L.L.C. v. Rozelle, 357 S.C. 125, 129, 591 S.E.2d 643, 645 (Ct. App. 2004) (noting that Rule 56(c) “mandates the entry of summary judgment, after adequate time for discovery against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial”) (citations and quotation marks omitted).

“Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. AT&T, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citation omitted). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility may be discharged by showing -- that is, pointing out to the [trial] court -- that there is an absence of evidence to support the nonmoving party’s case.” Id. (brackets in original) (citation and quotation marks omitted). Once the moving party’s responsibility is discharged, “an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.” Rule 56(e), SCRCF. See also Gauld v. O’Shaughnessy Realty Co., 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008) (“Once the party moving for summary judgment meets the initial burden of

showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings" but "must present specific facts showing a genuine issue for trial.") (citations and quotation marks omitted); Russell v. Wachovia Bank, N.A., 353 S.C. 208, 220, 578 S.E.2d 329, 335 (2003) ("When opposing a summary judgment motion, the nonmoving party must do more than simply show that there is a metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.") (citation and quotation marks omitted). A "mere scintilla" of evidence will not suffice. See, e.g., Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). Instead, "there must be evidence on which the jury could reasonably find for the plaintiff." Id. (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)).

ANALYSIS

I. THE MOTION WAS NOT PREMATURE.

At the hearing, counsel for the Plaintiffs argued that the Motion was premature because he had not yet deposed Ms. Parsons. See, e.g., Baughman v. AT&T, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991) ("[S]ummary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery."). However, the record reflects that Ms. Parsons was deposed in this case on October 9, 2024 and that Plaintiffs' counsel was present at the deposition but declined to ask Ms. Parsons any questions. Rule 30(a)(2), SCRCPP, clearly provides that "[t]he deposition of any party or witness may only be taken *one time in any case* except by agreement of the parties through their counsel or by order of the court for good cause shown" (emphasis added). In this case, counsel has not agreed to a second deposition of Ms. Parsons, and the Plaintiffs have not sought a court order requesting a second deposition. Nor does it appear the Plaintiffs could establish "good cause" in light of the fact that their counsel was present at Ms.

Parsons' deposition and had the opportunity to question her at that time. Accordingly, the court finds that the Motion was not premature and rejects the Plaintiffs' argument to the contrary.⁴

II. MS. PARSONS IS IMMUNE FROM CIVIL LIABILITY ARISING OUT OF HER SERVICE AS A COURT-APPOINTED GUARDIAN.

In Fleming v. Asbill, 326 S.C. 49, 483 S.E.2d 751 (1997), the Supreme Court held that “private persons appointed as guardians ad litem in private custody proceedings are afforded immunity for acts performed within the scope of their appointment.” Id. at 57, 483 S.E.2d at 755.

The court elaborated:

Because one of the guardian's roles is to act as a representative of the court, and because this role can only be fulfilled if the guardian is not exposed to a constant threat of lawsuits from disgruntled parties, a finding of quasi-judicial immunity is necessary. Such a grant of immunity is crucial in order for guardians to properly discharge their duties. The immunity to which guardians ad litem are entitled is an absolute quasi-judicial immunity.

Id. at 57, 483 S.E.2d at 755-56.

⁴ On November 26, 2024—after the court had informed the parties of its intent to grant the Motion but prior to the entry of this order—Stacey Grist submitted three new affidavits stating that “[c]ritical discovery is outstanding in this case” and that “summary judgment is premature under SCRCP 56(f).” Rule 56(f), SCRCP, allows a party to submit one or more affidavits explaining why he “cannot for reasons stated present by affidavit facts essential to justify his opposition” to a motion for summary judgment. Stacey Grist's new affidavits contain no such explanation, but merely an “unsupported ... and self-serving assertion that [the Plaintiffs] need[] additional time for discovery” Covil Corp. v. Pa. Nat'l Mut. Cas. Ins. Co., 436 S.C. 85, 91, 870 S.E.2d 191, 194-95 (Ct. App. 2022) (quotation marks omitted) (ellipses in original). Moreover, “[a] party claiming summary judgment is premature because they have not been provided a full and fair opportunity to conduct discovery must advance a good reason why the time was insufficient under the facts of the case, and why further discovery would uncover additional relevant evidence and create a genuine issue of material fact.” Guinan v. Tenet Healthsystems of Hilton Head, Inc., 383 S.C. 48, 54-55, 677 S.E.2d 32, 36 (Ct. App. 2009). This case has been pending since August 1, 2022. The Plaintiffs have not advanced *any* reason—much less a good reason—why necessary discovery was not completed in the last 28 months. Nor have they explained how further discovery would uncover additional relevant evidence regarding their claims against Ms. Parsons, particularly when they have already had the opportunity to question her in a deposition but declined to do so. Finally, as the court set forth in its email to counsel on November 22, 2024, at the hearing on the Motion the Plaintiffs did not assert that summary judgment was premature due to ongoing discovery except as to the deposition of Ms. Parsons (which is addressed above). For all these reasons, the court rejects the Plaintiffs' argument that summary judgment is premature and finds that it is not a reason to continue the hearing or deny the Motion.

In Vaughan v. McLeod Regional Medical Center, 372 S.C. 505, 642 S.E.2d 744 (2007), the Supreme Court extended the reasoning of Fleming to court-appointed examiners in guardianship proceedings.

We find the reasoning that supports a finding of absolute quasi-judicial immunity for court-appointed guardians also supports a finding of absolute quasi-judicial immunity for court-appointed examiners in guardianship proceedings. Court-appointed examiners are essentially an arm of the judiciary. Additionally, quasi-judicial immunity for acts performed within the scope of appointment is necessary to protect the court-appointed examiners from lawsuits by allegedly incapacitated persons who are upset by the results of the guardianship proceedings. If court-appointed examiners in guardianship proceedings are not afforded immunity, the exposure to liability will have a chilling effect on future acceptances of such appointments. We hold a physician, who is a court-appointed examiner in a guardianship proceeding, has absolute quasi-judicial immunity for actions and opinions within the scope of the appointment.

Id. at 512, 642 S.E.2d at 748.

The common thread between the guardian ad litem in Fleming and the examiner in Vaughan is that both were court-appointed. In this case, Ms. Parsons was likewise court-appointed pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws—the same article that provides for the appointment of guardians ad litem and examiners. See, e.g., S.C. Code Ann. § 62-5-101(9) (defining “guardian” as “a person appointed by the court as guardian” who “shall make decisions regarding the ward’s health, education, maintenance, and support”); S.C. Code Ann. §§ 62-5-303A, -303B, -303C, 303D, and -304 (providing for the appointment of guardians, guardians ad litem, and examiners). She testified in her deposition that, in her capacity as Dr. Grist’s guardian, she acted as a representative of the court and under the court’s authority pursuant to state law. See Deposition of Tracy Parsons (Oct. 9, 2024) at 20:18-21:2. Counsel for the Plaintiffs declined to cross-examine Ms. Parsons about any of her testimony,⁵ and the Plaintiff

⁵ In Fleming, the Supreme Court noted that, despite their immunity from suit, the accountability of guardians ad litem is preserved by, among other things, the ability of opposing parties to cross-examine them. 326 S.C. at 57, 483 S.E.2d at 755.

has not produced any contrary evidence or testimony. Therefore, the same reasoning applied in Fleming and Vaughan extends to Ms. Parsons. See, e.g., Dickerson v. Siegal, No. 1:23-cv-03859-ERK, 2023 U.S. Dist. LEXIS 168719, at *8 (E.D.N.Y. Sep. 21, 2023) (holding that a court-appointed temporary guardian who acted “as an adjunct of the New York state judicial system” was “absolutely immune from suit, under the doctrine of ‘quasi-judicial immunity’”). All acts she performed with respect to Dr. Grist were within the scope of her appointment. Failure to extend immunity under the circumstances—thus exposing guardians to litigation like this action and others currently embroiling Ms. Parsons—would have a chilling effect on the willingness of qualified individuals to serve in this vital role. Ms. Parsons is, therefore, entitled to absolute immunity from the Plaintiffs’ claims.

III. STACEY GRIST WAS UNABLE TO ARTICULATE ANY WRONGFUL CONDUCT BY MS. PARSONS.

On June 14, 2022, just under two months before Ms. Parsons’ guardianship expired and after (1) counsel for Stacey Grist had thrice consented to extensions of the guardianship⁶ and (2) almost all of the alleged conduct described in the Second Amended Complaint had already occurred—including the alleged sexual abuse of Dr. Grist by former Comfort Keepers employee Kerry McCreary (“Ms. McCreary”)⁷—Stacey Grist was deposed in the Greenville County Probate Court matters then pending between herself and various family members. She was asked: “Do you have any specific issues with anything that Ms. Parsons has done up to this point?” Deposition of Stacey Desiree Grist (Jun. 14, 2022) at 247:20-22. Stacey Grist could not articulate a single wrongful act by Ms. Parsons, responding instead: “I just don’t feel that Ms. Parsons is necessary

⁶ See Footnote 2, *supra*.

⁷ Paragraph 55 of the Second Amended Complaint alleges the abuse occurred on or about May 27, 2021.

at this point.” Stacey Grist Depo. at 247:23-24. Counsel then asked a clarifying question: “So it’s not that she’s really done anything improper. It’s just that maybe the added cost to Dr. Grist, you believe, is unnecessary?” Stacey Grist Depo. at 247:25-248:2. Stacey Grist confirmed that Ms. Parsons had not done anything improper and that her objection to Ms. Parsons’ guardianship was merely the added cost to Dr. Grist, responding: “I think it’s -- yes, it’s unnecessary cost-wise.” Stacey Grist Depo. at 248:3.

Stacey Grist later regretted her earlier testimony and attempted to take it back at a subsequent deposition. She has also submitted an affidavit in this case in which she attempts to identify purportedly wrongful conduct by Ms. Parsons. However, it is well established that a party may not offer her own contradictory testimony to avoid summary judgment. See, e.g., McMaster v. Dewitt, 411 S.C. 138, 149, 767 S.E.2d 451, 456 (Ct. App. 2014) (“A trial court may exclude an affidavit when it was submitted to contradict that party’s own prior sworn statement in an attempt to create a sham issue of material fact.”) (citation and quotation marks omitted). The court has considered the six factors articulated in McMaster and finds that all of them weigh in favor of excluding the affidavit.⁸ Accordingly, the court disregards Stacey Grist’s later testimony and finds that she was unable to articulate any wrongful conduct by Ms. Parsons.

⁸ Stacey Grist has not offered an explanation for her contradictory testimony. The alleged conduct of Ms. Parsons is a central issue in this case. Stacey Grist had access to the purported facts listed in her affidavit at the time of her earlier deposition on June 14, 2022. The statements in the affidavit regarding Ms. Parsons are directly contradictory to Stacey Grist’s earlier testimony in which she could not articulate any wrongful acts by Ms. Parsons. There is no indication that Stacey Grist was confused during her June 14, 2022 deposition. And the affidavit was signed and submitted on October 14, 2024—two days before the hearing on the Motion—indicating it was an attempt to create an issue of fact and avoid summary judgment.

IV. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS' NEGLIGENCE CLAIM AGAINST MS. PARSONS.

The first cause of action asserted in the Second Amended Complaint is negligence/gross negligence. It is based exclusively on Ms. Parsons' purported failure to prevent an alleged sexual assault on Dr. Grist by former Comfort Keepers employee Kerry McCreary. The entirety of the allegations against Ms. Parsons are contained in paragraphs 58 and 59 of the Second Amended Complaint, which are set forth below.

58. The sexual encounter complained of occurred after the Probate Court's appointment of a [sic] Defendant Parsons as guardian and Defendant Browning as guardian ad litem based on allegations of Dr. Grist's incapacity.
59. As Dr. Grist's guardian and guardian ad litem, Defendant Parsons and Defendant Browning were responsible for Dr. Grist's health, wellbeing, and safety.

The implication is that, because the alleged sexual assault occurred during her temporary guardianship, Ms. Parsons is responsible. However, Stacey Grist testified that she was not aware of any evidence that anyone—including Ms. Parsons—knew of abusive conduct by Ms. McCreary prior to the incident with Dr. Grist.

Q. Okay. Sitting here today, can you identify any evidence that Ms. McCreary had ever abused, sexually or otherwise, anyone prior to Dr. Grist?

A. I don't have a document, no.

Deposition of Stacey Grist (Dec. 14, 2023) at 217:8-12. In other words, the alleged sexual assault was unforeseeable. The Plaintiffs have cited no authority supporting liability under such circumstances.

Furthermore, while Ms. McCreary was not an employee of Ms. Parsons (as set forth in Section V below), even if there had been an employment relationship between the two, Ms. Parsons would not be liable for any sexual assault perpetrated by Ms. McCreary. "It is well settled that the

liability of the master for the torts of his servant arises only when the servant is acting about the master's business, within the scope of his employment; if he is upon his own business acting outside of his employment the master is not liable.” Lane v. Modern Music, Inc., 244 S.C. 299, 305, 136 S.E.2d 713, 716 (1964). “If a servant steps aside from the master's business for some purpose wholly disconnected with his employment, the relation of master and servant is temporarily suspended; and this is so no matter how short the time, and the master is not liable for his acts during such time.” Id. “An act falls within the scope of the servant's employment if it was reasonably necessary to accomplish the purpose of the servant's employment, and it was done in furtherance of the master's business.” Wade v. Berkeley County, 330 S.C. 311, 319, 498 S.E.2d 684, 688 (Ct. App. 1988). In this case, to the extent Ms. McCreary sexually assaulted Dr. Grist, she plainly was not acting within the scope of her purported employment when she did so.

Criminal conduct—particularly an intentional sexual assault against a vulnerable adult—is not within the scope of any employment. Such behavior is never “reasonably necessary to accomplish the purpose of the servant's employment” or “done in furtherance of the master's business.” Rather, it is “wholly disconnected with [the servant's] employment” and furthers only the employee's personal satisfaction. Courts across the country, including in South Carolina, have so held. See, e.g., Anderson v. United States, No. 8:12-cv-3203-TMC, 2016 U.S. Dist. LEXIS 9225, at *31 (D.S.C. Jan. 27, 2016) (“South Carolina courts have specifically considered whether an employee was acting within the scope of his employment when he commits a sexual assault. In all four cases, South Carolina courts have found that the sexual advances were outside the scope of employment.”) (citing Frazier v. Badger, 361 S.C. 94, 603 S.E.2d 587 (2004); Doe v. S.C. State Budget & Control Bd., 329 S.C. 214, 494 S.E.2d 469 (Ct. App. 1997); Loadholt v. S.C. State Budget & Control Bd., 339 S.C. 165, 528 S.E.2d 670 (Ct. App. 2000); Padgett v. S.C. Ins. Reserve

Fund, 340 S.C. 250, 531 S.E.2d 305 (Ct. App. 2000)); Lee v. Jones, No. 1:14-cv-04159-JMC, 2015 U.S. Dist. LEXIS 78325, at *19 (D.S.C. June 17, 2015) (“[P]ursuant to South Carolina agency law, [the employee] was not furthering his employer’s interest in sexually assaulting Plaintiff.”); Thigpen v. United States, 618 F. Supp. 239, 245 (D.S.C. 1985) (“[The employee’s] duties did not include assaults and batteries on children. He was not furthering his master’s employment when he sexually assaulted [the victims]. Instead, he was furthering his own self-interest. His conduct—forcing the girls to touch his groin area and fondling [a victim]—was not part of their medical care. Therefore, plaintiffs’ claims are barred because his conduct was not within the scope of his employment.”); Doe v. United States, 618 F. Supp. 71, 74 (D.S.C. 1985) (“[T]he [sexually inappropriate] acts of the government employee herein were far beyond the scope of his employment[.]”). Ms. Parsons is, therefore, not liable for Ms. McCreary’s alleged sexual misconduct, and the Plaintiffs’ negligence claim against Ms. Parsons fails.

V. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ NEGLIGENT HIRING, TRAINING, AND SUPERVISION CLAIM AGAINST MS. PARSONS.

“In circumstances where an *employer* knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the *employer* was itself negligent in hiring, supervising, or training the employee[.]” James v. Kelly Trucking Co., 377 S.C. 628, 631, 661 S.E.2d 329, 330 (2008) (emphasis added). Pursuant to James, a cause of action for negligent hiring, retention, or supervision is only available against the alleged wrongdoer’s employer. In this case, however, there is no evidence of an employment relationship between Ms. Parsons and Kerry McCreary. The record is clear that Ms. McCreary was employed solely by Comfort Keepers.

Moreover, even if there had been an employment relationship between Ms. Parsons and Ms. McCreary, the record would still be lacking any evidence of Ms. Parsons’ liability. In James,

the Supreme Court described the specific circumstances under which an employer may be held liable for negligent hiring, supervision, or training, i.e. “where an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public.” Id. at 631, 661 S.E.2d at 330. In order to recover under this cause of action, the Plaintiffs must, therefore, establish that Ms. McCreary had a propensity to cause harm and that Ms. Parsons knew or should have known of that propensity to cause harm. Whether an employer has sufficient knowledge of an employee’s potential to cause harm turns on “whether the employer knew the offending employee was in the habit of misconducting himself in a manner dangerous to others.” Doe v. ATC, Inc., 367 S.C. 199, 206, 624 S.E.2d 447, 450-51 (Ct. App. 2005) (citations and quotation marks omitted). However, there is no record evidence that, prior to the alleged incident with Dr. Grist, Ms. Parsons knew Ms. McCreary had such a habit. See, e.g., Brockington v. Pee Dee Mental Health Ctr., 315 S.C. 214, 218, 433 S.E.2d 16, 18 (Ct. App. 1993) (reversing a jury verdict for the plaintiff on a negligent supervision claim due to a lack of evidence that the employer was aware of its employee’s propensity to engage in predatory sexual conduct). See also Moore by Moore v. Berkeley Cty. Sch. Dist., 326 S.C. 584, 591-92, 486 S.E.2d 9, 13 (Ct. App. 1997) (affirming summary judgment for the employer because “[a]bsent some evidence indicating notice to the [employer] of [the employee’s] inappropriate sexual proclivities, there is no basis to conclude the [employer] knew or should have known of the necessity for supervising her conduct”). Indeed, as set forth in Section IV above, the only evidence is to the contrary.

VI. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ ABUSE OF PROCESS CLAIM AGAINST MS. PARSONS.

“The essential elements of abuse of process are an ulterior purpose and a willful act in the use of the process not proper in the conduct of the proceeding. The abuse of process tort provides a remedy for one damaged by another’s perversion of a legal procedure for a purpose not intended

by the procedure.” Argoe v. Three Rivers Behavioral Ctr. & Psychiatric Sols., 388 S.C. 394, 403, 697 S.E.2d 551, 556 (2010). The second element of the tort—a willful act in the use of the process not proper in the conduct of the proceeding—is comprised of three components: “(1) a willful or overt act (2) in the use of the process (3) that is improper because it is either (a) unauthorized or (b) aimed at an illegitimate collateral objective.” Food Lion, Inc. v. United Food & Commer. Workers Int’l Union, 351 S.C. 65, 71, 567 S.E.2d 251, 254 (Ct. App. 2002) (citation and quotation marks omitted). There is no evidence in the record supporting such a claim against Ms. Parsons, who did not “use the process” (much less in an improper manner) but merely accepted a court appointment to serve as a temporary guardian.

VII. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ CIVIL CONSPIRACY CLAIM AGAINST MS. PARSONS.

A claim for civil conspiracy is comprised of the following elements: “(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff.” Paradis v. Charleston Cty. Sch. Dist., 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). In this case, the record contains no evidence of unlawful acts committed by Ms. Parsons, lawful acts committed by Ms. Parsons by unlawful means, or one or more overt acts committed by Ms. Parsons in furtherance of a purported conspiracy. Indeed, the record lacks evidence that Ms. Parsons had ever even heard of Dr. Grist or his family prior to her appointment as temporary guardian, much less that she agreed to be part of a scheme to exploit Dr. Grist’s wealth for personal gain.

VIII. MS. PARSONS' GUARDIANSHIP IS NOT SUBJECT TO AN UNFAIR TRADE PRACTICES CLAIM, AND IN ANY EVENT THE RECORD DOES NOT SUPPORT SUCH A CLAIM.

Pursuant to S.C. Code Ann. § 39-5-40(a), the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq. ("SCUTPA"), is inapplicable to "[a]ctions or transactions permitted under laws administered by any regulatory body or officer acting under statutory authority of this State . . . or actions or transactions permitted by any other South Carolina State law." As previously stated, Ms. Parsons was court-appointed as a temporary guardian pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws, and her guardianship was overseen by the Greenville County Probate Court. SCUTPA is thus inapplicable to claims arising out of her guardianship.

Even if a SCUTPA claim could be asserted against Ms. Parsons, the record would not support it. In an action for violation of SCUTPA, a plaintiff must prove three elements: "(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P., 399 S.C. 322, 337, 732 S.E.2d 166, 174 (2012) (citations and quotation marks omitted). However, the record contains no evidence that Ms. Parsons employed unfair or deceptive practices in the conduct of trade or commerce with the Plaintiffs. Paragraph 98 of the Second Amended Complaint alleges that Ms. Parsons "gained control over Dr. Grist illegally," "billed him improperly," and charged him "an astronomically higher rate than similar companies and/or persons," but there is no evidence of any of these allegations. To the contrary, Ms. Parsons was appointed as Dr. Grist's temporary guardian *by the Greenville County Probate Court pursuant to*

statute (not illegally) and her guardianship was overseen by the court. The Plaintiffs' SCUTPA claim would, therefore, fail even if it were not prohibited by Section 39-5-40(a).

IX. THERE IS NO CAUSE OF ACTION FOR VIOLATION OF THE POWER OF ATTORNEY ACT.

The final cause of action asserted against Ms. Parsons is violation of the South Carolina Uniform Power of Attorney Act, S.C. Code Ann. §§ 62-8-101 et seq. Paragraph 124 of the Second Amended Complaint alleges that Ms. Parsons violated the act by "refus[ing] to accept Dr. Grist [sic] acknowledged Durable Power of Attorney." However, the act does not establish a private right of action except for very specific situations as provided for by §62-8-120 which the Court finds that the Plaintiffs has failed to establish any basis for a claim against this defendant under the referenced code section. There is no evidence that Ms. Parsons "refused to accept" Dr. Grist's power of attorney. She was court-appointed and carried out the court-imposed mandate set forth in the orders appointing her. If her appointment was, as the Plaintiffs contend, inconsistent with Dr. Grist's power of attorney, that was an issue for them to address with the Greenville County Probate Court. Accordingly, it will be dismissed.

IT IS, THEREFORE, ORDERED that Defendant Tracy Parsons' Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED Tracy Parsons is dismissed as a Defendant in this action with prejudice.

AND IT IS SO ORDERED.

E-signature of Judge Gravely to follow



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-03 13:44:07 page 16 of 16

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

See Page 2

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/15/2025 .

Kelsey Jan Brudvig for Kikis Kare LLC, Comfort Keepers, Erin Couchell, Chris Couchell
Devon Marc Puriefoy for Stacey Grist, Stacey Grist Trustee, Stanford W Grist, Second Amended Trust Of Stanford W Grist Living Trust, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC
Jacqueline Marie Pavlicek for Kikis Kare LLC, Comfort Keepers, Erin Couchell, Kikis Kare, Chris Couchell
Jacob A Flowers for Kikis Kare LLC, Comfort Keepers, Erin Couchell, Kikis Kare, Chris Couchell
Thomas Kennedy Barlow for Kerry Burnett McCreary
Robert McNair Peele, III for Kikis Kare LLC, Comfort Keepers, Erin Couchell, Kikis Kare, Chris Couchell
Browning Geriatrics Consulting LLC
Desa Ballard for Stacey Grist, Stacey Grist Trustee, Stanford W Grist, Second Amended Trust Of Stanford W Grist Living Trust, Stanford Grist Veterinary Services LLC
Julie Jeffords Moose for Michael Bridges, Adam Lee
Kimberly Truluck Thomason for Stacey Grist, Stacey Grist Trustee, Stanford W Grist, Second Amended Trust Of Stanford W Grist Living Trust, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC
Jessica Shultz Ferguson for Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H Lyon, Jr
Chelsea Jaqueline Clark for Daniel A Collins

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

The Order shall address the issues relating to the continuation of the deposition of Defendant Priscilla Mickie Grist ("Mickie Grist") as set forth in Defendant's Motion for Protective Order and Plaintiffs Motion to Compel. Mickie Grist began sitting for her deposition on November 14, 2024 but began experiencing extreme anxiety and terminated the deposition less than 30 minutes into the deposition. Following the deposition, Mickie Grist was examined by a psychiatrist and ultimately diagnosed with "adjustment disorder with mixed anxiety and depressed mood." Based on the records provided by counsel, Mickie Grist is to return for a follow up visit with her psychiatrist on January 22, 2025. In considering this matter, the Court must balance the interest and rights of the Plaintiffs in pursuing appropriate discovery from a party and the health status of Defendant Mickie Grist. At first blush, it would seem that the most appropriate way to handle this matter is for the parties to come up with an agreement on how to proceed with the deposition. Thus, the Court directs that, after Mickie Grist's follow up appointment on January 22, 2025, counsel meet and consult to determine an appropriate mechanism for continuing the deposition. If they are unable to reach a consensus prior to February 1, 2025, the Court will revisit this Motion and make an appropriate determination on how to proceed. In this regard, this Judge will retain jurisdiction for the sole purpose of addressing this Motion and for no other purposes. On February 1, counsel are to report to the Court on whether an agreement has been reached.

It Is So Ordered.



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-15 13:58:04 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
 PLAINTIFF(S)

Priscilla Mickie Grist et al
 DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
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- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

See Page 2

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/29/2025 .

Browning Geriatrics Consulting LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

Following the January 6, 2025 Order of this Court, Defendants Kiki's Kare, LLC d/b/a Comfort Keepers, Erin and Chris Couchell (collectively referred to hereafter as Kiki's Kare) filed a timely Motion for Reconsideration. The Court has determined that oral argument is not needed for the Court to address this Motion. In the January 6 Order, the Court granted Summary Judgment in favor of Kiki's Kare for the following causes of action in the complaint: negligence/gross negligence (1st) and Negligent hiring, training and supervision (2nd). In the Order, the Court also indicated that this ruling did not apply to the 3rd, 4th, 5th and 8th causes of action which also contained allegations as to Kiki's Kare. This ruling was not intended to affect any prior rulings by Judge Morgan (Order of Judge Morgan issued August 28, 2024) which granted Kiki Kare's Motion to sever the causes of action for Abuse of Process (3rd), Civil Conspiracy (4th), Intentional Interference with a business contract (6th) and Violation of Power of Attorney Act (8th). Therefore, the only cause of action which asserts a claim against Kiki's Kare and not addressed in the prior Order for severance or Summary Judgment would be the cause of action for Unfair Trade Practices Act (5th) as suggested by Kiki Kare's Motion to Reconsider. It is so Ordered.



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-29 15:03:26 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Plaintiffs filed a Motion to Alter or Amend on January 16, 2025 concerning the Court's Order issued on January 6, 2025, granting Summary Judgment in favor of defendant Jennifer Browning. After review of the record and consideration of the arguments presented in Plaintiff's Memorandum, the Court finds that no basis has been presented to Alter or Amend the January 6, 2025 order and Plaintiff's Motion is denied. Further, the Court has determined that no additional hearing or oral argument was needed to address this Motion.

It Is So Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/29/2025 .

Browning Geriatrics Consulting LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-29 17:36:01 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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☐ Other

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

Plaintiffs filed a Motion to Alter or Amend on January 16, 2025 concerning the Court's Order issued on January 6, 2025, granting Summary Judgment in favor of defendant Tracy Parsons. After review of the record and consideration of the arguments presented in Plaintiff's Memorandum, the Court finds that no basis has been presented to Alter or Amend the January 6, 2025 order and Plaintiff's Motion is denied. Further, the Court has determined that no additional hearing or oral argument was needed to address this Motion.

It Is So Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

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Browning Geriatrics Consulting LLC

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Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-29 17:36:21 page 3 of 3

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

Plaintiffs filed a Motion to Alter or Amend on January 16, 2025 concerning the Court's Order issued on January 6, 2025, granting Summary Judgment in favor of defendants Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell and Chris Couchell. After review of the record and consideration of the arguments presented in Plaintiff's Memorandum, the Court finds that no basis has been presented to Alter or Amend the January 6, 2025 order and Plaintiff's Motion is denied. Further, the Court has determined that no additional hearing or oral argument was needed to address this Motion.

It Is So Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

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Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-29 17:35:51 page 3 of 3

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2304055

Stacey Grist et al
PLAINTIFF(S)

Priscilla Mickie Grist et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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☐ Other

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

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

The Court has reviewed the Plaintiffs' Motion to Alter/Amend filed on February 5, 2025 addressing perceived deficiencies in the Orders of the Court filed on January 29, 2025 and January 6, 2025 relating to the Summary Judgment as to Defendant Kiki's Kare, LLC and Erin and Chris Couchell. The Court has considered the issues raised by Plaintiff's Motion and find that the referenced Orders appropriately address the issues raised by the Motion and no further elaboration is necessary. Therefore, Plaintiff's Motion is denied and a further hearing is not necessary for this determination. It is so Ordered.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/11/2025 .

Browning Geriatrics Consulting LLC

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Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-02-11 15:10:29 page 3 of 3

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	
Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Plaintiffs, v. Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC and Kerry Burnett McCreary, Defendants.	Civil Action No. 2022-CP-23-04055 ORDER GRANTING DEFENDANT TRACY PARSONS' MOTION FOR SUMMARY JUDGMENT

This matter came before me on October 16, 2024 for a hearing on a Motion for Summary Judgment (the "Motion") filed on October 4, 2024 by Defendant Tracy Parsons ("Ms. Parsons").¹ Appearing at the hearing were Curtis W. Dowling, Esquire of Barnes, Alford, Stork & Johnson, LLP on behalf of Ms. Parsons and Devon M. Puriefoy, Esquire on behalf of the Plaintiffs.

Having reviewed the pleadings, the Motion, the briefs and exhibits submitted by the parties, and the court's file, and after considering and reflecting upon the arguments of counsel, I hereby **GRANT** the Motion.

¹ Ms. Parsons is misidentified in the Second Amended Complaint as "Tracy Parson."

BACKGROUND

On July 30, 2020, Ms. Parsons was appointed temporary guardian of Stanford W. Grist (“Dr. Grist”) by order of the Greenville County Probate Court in an action brought by Dr. Grist’s daughter, Priscilla Mickie Grist, pursuant to S.C. Code Ann. §§ 62-5-303 et seq. Ms. Parsons’ guardianship was extended four times—on February 10, 2021; on March 24, 2021; on September 22, 2021; and on April 20, 2022²—and finally expired on August 6, 2022, just over two years after it began. The Plaintiffs allege that, during her guardianship, Ms. Parsons sought to obtain and exercise control over Dr. Grist and his assets, isolated Dr. Grist from his family, retained Kiki’s Kare LLC d/b/a Comfort Keepers to provide in-home health care for Dr. Grist, and concealed evidence of alleged sexual abuse of Dr. Grist by a Comfort Keepers employee.³ The Second Amended Complaint asserts six causes of action against Ms. Parsons based on these allegations: (1) negligence/gross negligence; (2) negligent hiring, negligent training, and negligent supervision; (3) abuse of process/aiding and abetting abuse of process; (4) civil conspiracy; (5) violation of the South Carolina Unfair Trade Practices Act; and (6) violation of the Power of Attorney Act. Ms. Parsons seeks judgment as a matter of law on all six causes of action.

STANDARD OF REVIEW

Summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Rule 56(c), SCRPC; Singleton v. Sherer, 377 S.C. 185, 197, 659 S.E.2d 196, 202 (Ct.

² Notably, the first three extensions were with the consent of counsel for Dr. Grist as well as counsel for Plaintiff Stacey Desiree Grist (“Stacey Grist”).

³ For a more detailed recitation of the underlying facts and procedural history of this case, the court references its Order Granting Defendants Jennifer Browning and Browning Geriatric Consulting, LLC’s Motion for Summary Judgment.

App. 2008). “The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). See also Ward v. Zelinski, 260 S.C. 229, 232, 195 S.E.2d 385, 387 (1973) (“[I]f the evidence is susceptible of only one reasonable inference, the question is no longer one for the jury but one of law for the Court.”). Accordingly, “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 729 (Ct. App. 2005). See also CEL Prods., L.L.C. v. Rozelle, 357 S.C. 125, 129, 591 S.E.2d 643, 645 (Ct. App. 2004) (noting that Rule 56(c) “mandates the entry of summary judgment, after adequate time for discovery against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial”) (citations and quotation marks omitted).

“Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. AT&T, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citation omitted). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility may be discharged by showing -- that is, pointing out to the [trial] court -- that there is an absence of evidence to support the nonmoving party’s case.” Id. (brackets in original) (citation and quotation marks omitted). Once the moving party’s responsibility is discharged, “an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.” Rule 56(e), SCRCF. See also Gauld v. O’Shaughnessy Realty Co., 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008) (“Once the party moving for summary judgment meets the initial burden of

showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings" but "must present specific facts showing a genuine issue for trial.") (citations and quotation marks omitted); Russell v. Wachovia Bank, N.A., 353 S.C. 208, 220, 578 S.E.2d 329, 335 (2003) ("When opposing a summary judgment motion, the nonmoving party must do more than simply show that there is a metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.") (citation and quotation marks omitted). A "mere scintilla" of evidence will not suffice. See, e.g., Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). Instead, "there must be evidence on which the jury could reasonably find for the plaintiff." Id. (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)).

ANALYSIS

I. THE MOTION WAS NOT PREMATURE.

At the hearing, counsel for the Plaintiffs argued that the Motion was premature because he had not yet deposed Ms. Parsons. See, e.g., Baughman v. AT&T, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991) ("[S]ummary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery."). However, the record reflects that Ms. Parsons was deposed in this case on October 9, 2024 and that Plaintiffs' counsel was present at the deposition but declined to ask Ms. Parsons any questions. Rule 30(a)(2), SCRCp, clearly provides that "[t]he deposition of any party or witness may only be taken *one time in any case* except by agreement of the parties through their counsel or by order of the court for good cause shown" (emphasis added). In this case, counsel has not agreed to a second deposition of Ms. Parsons, and the Plaintiffs have not sought a court order requesting a second deposition. Nor does it appear the Plaintiffs could establish "good cause" in light of the fact that their counsel was present at Ms.

Parsons' deposition and had the opportunity to question her at that time. Accordingly, the court finds that the Motion was not premature and rejects the Plaintiffs' argument to the contrary.⁴

II. MS. PARSONS IS IMMUNE FROM CIVIL LIABILITY ARISING OUT OF HER SERVICE AS A COURT-APPOINTED GUARDIAN.

In Fleming v. Asbill, 326 S.C. 49, 483 S.E.2d 751 (1997), the Supreme Court held that “private persons appointed as guardians ad litem in private custody proceedings are afforded immunity for acts performed within the scope of their appointment.” Id. at 57, 483 S.E.2d at 755.

The court elaborated:

Because one of the guardian's roles is to act as a representative of the court, and because this role can only be fulfilled if the guardian is not exposed to a constant threat of lawsuits from disgruntled parties, a finding of quasi-judicial immunity is necessary. Such a grant of immunity is crucial in order for guardians to properly discharge their duties. The immunity to which guardians ad litem are entitled is an absolute quasi-judicial immunity.

Id. at 57, 483 S.E.2d at 755-56.

⁴ On November 26, 2024—after the court had informed the parties of its intent to grant the Motion but prior to the entry of this order—Stacey Grist submitted three new affidavits stating that “[c]ritical discovery is outstanding in this case” and that “summary judgment is premature under SCRCP 56(f).” Rule 56(f), SCRCP, allows a party to submit one or more affidavits explaining why he “cannot for reasons stated present by affidavit facts essential to justify his opposition” to a motion for summary judgment. Stacey Grist’s new affidavits contain no such explanation, but merely an “unsupported ... and self-serving assertion that [the Plaintiffs] need[] additional time for discovery” Covil Corp. v. Pa. Nat’l Mut. Cas. Ins. Co., 436 S.C. 85, 91, 870 S.E.2d 191, 194-95 (Ct. App. 2022) (quotation marks omitted) (ellipses in original). Moreover, “[a] party claiming summary judgment is premature because they have not been provided a full and fair opportunity to conduct discovery must advance a good reason why the time was insufficient under the facts of the case, and why further discovery would uncover additional relevant evidence and create a genuine issue of material fact.” Guinan v. Tenet Healthsystems of Hilton Head, Inc., 383 S.C. 48, 54-55, 677 S.E.2d 32, 36 (Ct. App. 2009). This case has been pending since August 1, 2022. The Plaintiffs have not advanced *any* reason—much less a good reason—why necessary discovery was not completed in the last 28 months. Nor have they explained how further discovery would uncover additional relevant evidence regarding their claims against Ms. Parsons, particularly when they have already had the opportunity to question her in a deposition but declined to do so. Finally, as the court set forth in its email to counsel on November 22, 2024, at the hearing on the Motion the Plaintiffs did not assert that summary judgment was premature due to ongoing discovery except as to the deposition of Ms. Parsons (which is addressed above). For all these reasons, the court rejects the Plaintiffs’ argument that summary judgment is premature and finds that it is not a reason to continue the hearing or deny the Motion.

In Vaughan v. McLeod Regional Medical Center, 372 S.C. 505, 642 S.E.2d 744 (2007), the Supreme Court extended the reasoning of Fleming to court-appointed examiners in guardianship proceedings.

We find the reasoning that supports a finding of absolute quasi-judicial immunity for court-appointed guardians also supports a finding of absolute quasi-judicial immunity for court-appointed examiners in guardianship proceedings. Court-appointed examiners are essentially an arm of the judiciary. Additionally, quasi-judicial immunity for acts performed within the scope of appointment is necessary to protect the court-appointed examiners from lawsuits by allegedly incapacitated persons who are upset by the results of the guardianship proceedings. If court-appointed examiners in guardianship proceedings are not afforded immunity, the exposure to liability will have a chilling effect on future acceptances of such appointments. We hold a physician, who is a court-appointed examiner in a guardianship proceeding, has absolute quasi-judicial immunity for actions and opinions within the scope of the appointment.

Id. at 512, 642 S.E.2d at 748.

The common thread between the guardian ad litem in Fleming and the examiner in Vaughan is that both were court-appointed. In this case, Ms. Parsons was likewise court-appointed pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws—the same article that provides for the appointment of guardians ad litem and examiners. See, e.g., S.C. Code Ann. § 62-5-101(9) (defining “guardian” as “a person appointed by the court as guardian” who “shall make decisions regarding the ward’s health, education, maintenance, and support”); S.C. Code Ann. §§ 62-5-303A, -303B, -303C, 303D, and -304 (providing for the appointment of guardians, guardians ad litem, and examiners). She testified in her deposition that, in her capacity as Dr. Grist’s guardian, she acted as a representative of the court and under the court’s authority pursuant to state law. See Deposition of Tracy Parsons (Oct. 9, 2024) at 20:18-21:2. Counsel for the Plaintiffs declined to cross-examine Ms. Parsons about any of her testimony,⁵ and the Plaintiff

⁵ In Fleming, the Supreme Court noted that, despite their immunity from suit, the accountability of guardians ad litem is preserved by, among other things, the ability of opposing parties to cross-examine them. 326 S.C. at 57, 483 S.E.2d at 755.

has not produced any contrary evidence or testimony. Therefore, the same reasoning applied in Fleming and Vaughan extends to Ms. Parsons. See, e.g., Dickerson v. Siegal, No. 1:23-cv-03859-ERK, 2023 U.S. Dist. LEXIS 168719, at *8 (E.D.N.Y. Sep. 21, 2023) (holding that a court-appointed temporary guardian who acted “as an adjunct of the New York state judicial system” was “absolutely immune from suit, under the doctrine of ‘quasi-judicial immunity’”). All acts she performed with respect to Dr. Grist were within the scope of her appointment. Failure to extend immunity under the circumstances—thus exposing guardians to litigation like this action and others currently embroiling Ms. Parsons—would have a chilling effect on the willingness of qualified individuals to serve in this vital role. Ms. Parsons is, therefore, entitled to absolute immunity from the Plaintiffs’ claims.

III. STACEY GRIST WAS UNABLE TO ARTICULATE ANY WRONGFUL CONDUCT BY MS. PARSONS.

On June 14, 2022, just under two months before Ms. Parsons’ guardianship expired and after (1) counsel for Stacey Grist had thrice consented to extensions of the guardianship⁶ and (2) almost all of the alleged conduct described in the Second Amended Complaint had already occurred—including the alleged sexual abuse of Dr. Grist by former Comfort Keepers employee Kerry McCreary (“Ms. McCreary”)⁷—Stacey Grist was deposed in the Greenville County Probate Court matters then pending between herself and various family members. She was asked: “Do you have any specific issues with anything that Ms. Parsons has done up to this point?” Deposition of Stacey Desiree Grist (Jun. 14, 2022) at 247:20-22. Stacey Grist could not articulate a single wrongful act by Ms. Parsons, responding instead: “I just don’t feel that Ms. Parsons is necessary

⁶ See Footnote 2, *supra*.

⁷ Paragraph 55 of the Second Amended Complaint alleges the abuse occurred on or about May 27, 2021.

at this point.” Stacey Grist Depo. at 247:23-24. Counsel then asked a clarifying question: “So it’s not that she’s really done anything improper. It’s just that maybe the added cost to Dr. Grist, you believe, is unnecessary?” Stacey Grist Depo. at 247:25-248:2. Stacey Grist confirmed that Ms. Parsons had not done anything improper and that her objection to Ms. Parsons’ guardianship was merely the added cost to Dr. Grist, responding: “I think it’s -- yes, it’s unnecessary cost-wise.” Stacey Grist Depo. at 248:3.

Stacey Grist later regretted her earlier testimony and attempted to take it back at a subsequent deposition. She has also submitted an affidavit in this case in which she attempts to identify purportedly wrongful conduct by Ms. Parsons. However, it is well established that a party may not offer her own contradictory testimony to avoid summary judgment. See, e.g., McMaster v. Dewitt, 411 S.C. 138, 149, 767 S.E.2d 451, 456 (Ct. App. 2014) (“A trial court may exclude an affidavit when it was submitted to contradict that party’s own prior sworn statement in an attempt to create a sham issue of material fact.”) (citation and quotation marks omitted). The court has considered the six factors articulated in McMaster and finds that all of them weigh in favor of excluding the affidavit.⁸ Accordingly, the court disregards Stacey Grist’s later testimony and finds that she was unable to articulate any wrongful conduct by Ms. Parsons.

⁸ Stacey Grist has not offered an explanation for her contradictory testimony. The alleged conduct of Ms. Parsons is a central issue in this case. Stacey Grist had access to the purported facts listed in her affidavit at the time of her earlier deposition on June 14, 2022. The statements in the affidavit regarding Ms. Parsons are directly contradictory to Stacey Grist’s earlier testimony in which she could not articulate any wrongful acts by Ms. Parsons. There is no indication that Stacey Grist was confused during her June 14, 2022 deposition. And the affidavit was signed and submitted on October 14, 2024—two days before the hearing on the Motion—indicating it was an attempt to create an issue of fact and avoid summary judgment.

IV. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS' NEGLIGENCE CLAIM AGAINST MS. PARSONS.

The first cause of action asserted in the Second Amended Complaint is negligence/gross negligence. It is based exclusively on Ms. Parsons' purported failure to prevent an alleged sexual assault on Dr. Grist by former Comfort Keepers employee Kerry McCreary. The entirety of the allegations against Ms. Parsons are contained in paragraphs 58 and 59 of the Second Amended Complaint, which are set forth below.

58. The sexual encounter complained of occurred after the Probate Court's appointment of a [sic] Defendant Parsons as guardian and Defendant Browning as guardian ad litem based on allegations of Dr. Grist's incapacity.
59. As Dr. Grist's guardian and guardian ad litem, Defendant Parsons and Defendant Browning were responsible for Dr. Grist's health, wellbeing, and safety.

The implication is that, because the alleged sexual assault occurred during her temporary guardianship, Ms. Parsons is responsible. However, Stacey Grist testified that she was not aware of any evidence that anyone—including Ms. Parsons—knew of abusive conduct by Ms. McCreary prior to the incident with Dr. Grist.

Q. Okay. Sitting here today, can you identify any evidence that Ms. McCreary had ever abused, sexually or otherwise, anyone prior to Dr. Grist?

A. I don't have a document, no.

Deposition of Stacey Grist (Dec. 14, 2023) at 217:8-12. In other words, the alleged sexual assault was unforeseeable. The Plaintiffs have cited no authority supporting liability under such circumstances.

Furthermore, while Ms. McCreary was not an employee of Ms. Parsons (as set forth in Section V below), even if there had been an employment relationship between the two, Ms. Parsons would not be liable for any sexual assault perpetrated by Ms. McCreary. "It is well settled that the

liability of the master for the torts of his servant arises only when the servant is acting about the master's business, within the scope of his employment; if he is upon his own business acting outside of his employment the master is not liable." Lane v. Modern Music, Inc., 244 S.C. 299, 305, 136 S.E.2d 713, 716 (1964). "If a servant steps aside from the master's business for some purpose wholly disconnected with his employment, the relation of master and servant is temporarily suspended; and this is so no matter how short the time, and the master is not liable for his acts during such time." Id. "An act falls within the scope of the servant's employment if it was reasonably necessary to accomplish the purpose of the servant's employment, and it was done in furtherance of the master's business." Wade v. Berkeley County, 330 S.C. 311, 319, 498 S.E.2d 684, 688 (Ct. App. 1988). In this case, to the extent Ms. McCreary sexually assaulted Dr. Grist, she plainly was not acting within the scope of her purported employment when she did so.

Criminal conduct—particularly an intentional sexual assault against a vulnerable adult—is not within the scope of any employment. Such behavior is never "reasonably necessary to accomplish the purpose of the servant's employment" or "done in furtherance of the master's business." Rather, it is "wholly disconnected with [the servant's] employment" and furthers only the employee's personal satisfaction. Courts across the country, including in South Carolina, have so held. See, e.g., Anderson v. United States, No. 8:12-cv-3203-TMC, 2016 U.S. Dist. LEXIS 9225, at *31 (D.S.C. Jan. 27, 2016) ("South Carolina courts have specifically considered whether an employee was acting within the scope of his employment when he commits a sexual assault. In all four cases, South Carolina courts have found that the sexual advances were outside the scope of employment.") (citing Frazier v. Badger, 361 S.C. 94, 603 S.E.2d 587 (2004); Doe v. S.C. State Budget & Control Bd., 329 S.C. 214, 494 S.E.2d 469 (Ct. App. 1997); Loadholt v. S.C. State Budget & Control Bd., 339 S.C. 165, 528 S.E.2d 670 (Ct. App. 2000); Padgett v. S.C. Ins. Reserve

Fund, 340 S.C. 250, 531 S.E.2d 305 (Ct. App. 2000)); Lee v. Jones, No. 1:14-cv-04159-JMC, 2015 U.S. Dist. LEXIS 78325, at *19 (D.S.C. June 17, 2015) (“[P]ursuant to South Carolina agency law, [the employee] was not furthering his employer’s interest in sexually assaulting Plaintiff.”); Thigpen v. United States, 618 F. Supp. 239, 245 (D.S.C. 1985) (“[The employee’s] duties did not include assaults and batteries on children. He was not furthering his master’s employment when he sexually assaulted [the victims]. Instead, he was furthering his own self-interest. His conduct—forcing the girls to touch his groin area and fondling [a victim]—was not part of their medical care. Therefore, plaintiffs’ claims are barred because his conduct was not within the scope of his employment.”); Doe v. United States, 618 F. Supp. 71, 74 (D.S.C. 1985) (“[T]he [sexually inappropriate] acts of the government employee herein were far beyond the scope of his employment[.]”). Ms. Parsons is, therefore, not liable for Ms. McCreary’s alleged sexual misconduct, and the Plaintiffs’ negligence claim against Ms. Parsons fails.

V. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ NEGLIGENT HIRING, TRAINING, AND SUPERVISION CLAIM AGAINST MS. PARSONS.

“In circumstances where an *employer* knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the *employer* was itself negligent in hiring, supervising, or training the employee[.]” James v. Kelly Trucking Co., 377 S.C. 628, 631, 661 S.E.2d 329, 330 (2008) (emphasis added). Pursuant to James, a cause of action for negligent hiring, retention, or supervision is only available against the alleged wrongdoer’s employer. In this case, however, there is no evidence of an employment relationship between Ms. Parsons and Kerry McCreary. The record is clear that Ms. McCreary was employed solely by Comfort Keepers.

Moreover, even if there had been an employment relationship between Ms. Parsons and Ms. McCreary, the record would still be lacking any evidence of Ms. Parsons’ liability. In James,

the Supreme Court described the specific circumstances under which an employer may be held liable for negligent hiring, supervision, or training, i.e. “where an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public.” Id. at 631, 661 S.E.2d at 330. In order to recover under this cause of action, the Plaintiffs must, therefore, establish that Ms. McCreary had a propensity to cause harm and that Ms. Parsons knew or should have known of that propensity to cause harm. Whether an employer has sufficient knowledge of an employee’s potential to cause harm turns on “whether the employer knew the offending employee was in the habit of misconducting himself in a manner dangerous to others.” Doe v. ATC, Inc., 367 S.C. 199, 206, 624 S.E.2d 447, 450-51 (Ct. App. 2005) (citations and quotation marks omitted). However, there is no record evidence that, prior to the alleged incident with Dr. Grist, Ms. Parsons knew Ms. McCreary had such a habit. See, e.g., Brockington v. Pee Dee Mental Health Ctr., 315 S.C. 214, 218, 433 S.E.2d 16, 18 (Ct. App. 1993) (reversing a jury verdict for the plaintiff on a negligent supervision claim due to a lack of evidence that the employer was aware of its employee’s propensity to engage in predatory sexual conduct). See also Moore by Moore v. Berkeley Cty. Sch. Dist., 326 S.C. 584, 591-92, 486 S.E.2d 9, 13 (Ct. App. 1997) (affirming summary judgment for the employer because “[a]bsent some evidence indicating notice to the [employer] of [the employee’s] inappropriate sexual proclivities, there is no basis to conclude the [employer] knew or should have known of the necessity for supervising her conduct”). Indeed, as set forth in Section IV above, the only evidence is to the contrary.

VI. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ ABUSE OF PROCESS CLAIM AGAINST MS. PARSONS.

“The essential elements of abuse of process are an ulterior purpose and a willful act in the use of the process not proper in the conduct of the proceeding. The abuse of process tort provides a remedy for one damaged by another’s perversion of a legal procedure for a purpose not intended

by the procedure.” Argoe v. Three Rivers Behavioral Ctr. & Psychiatric Sols., 388 S.C. 394, 403, 697 S.E.2d 551, 556 (2010). The second element of the tort—a willful act in the use of the process not proper in the conduct of the proceeding—is comprised of three components: “(1) a willful or overt act 2) in the use of the process 3) that is improper because it is either (a) unauthorized or (b) aimed at an illegitimate collateral objective.” Food Lion, Inc. v. United Food & Commer. Workers Int’l Union, 351 S.C. 65, 71, 567 S.E.2d 251, 254 (Ct. App. 2002) (citation and quotation marks omitted). There is no evidence in the record supporting such a claim against Ms. Parsons, who did not “use the process” (much less in an improper manner) but merely accepted a court appointment to serve as a temporary guardian.

VII. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ CIVIL CONSPIRACY CLAIM AGAINST MS. PARSONS.

A claim for civil conspiracy is comprised of the following elements: “(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff.” Paradis v. Charleston Cty. Sch. Dist., 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). In this case, the record contains no evidence of unlawful acts committed by Ms. Parsons, lawful acts committed by Ms. Parsons by unlawful means, or one or more overt acts committed by Ms. Parsons in furtherance of a purported conspiracy. Indeed, the record lacks evidence that Ms. Parsons had ever even heard of Dr. Grist or his family prior to her appointment as temporary guardian, much less that she agreed to be part of a scheme to exploit Dr. Grist’s wealth for personal gain.

VIII. MS. PARSONS' GUARDIANSHIP IS NOT SUBJECT TO AN UNFAIR TRADE PRACTICES CLAIM, AND IN ANY EVENT THE RECORD DOES NOT SUPPORT SUCH A CLAIM.

Pursuant to S.C. Code Ann. § 39-5-40(a), the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq. ("SCUTPA"), is inapplicable to "[a]ctions or transactions permitted under laws administered by any regulatory body or officer acting under statutory authority of this State . . . or actions or transactions permitted by any other South Carolina State law." As previously stated, Ms. Parsons was court-appointed as a temporary guardian pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws, and her guardianship was overseen by the Greenville County Probate Court. SCUTPA is thus inapplicable to claims arising out of her guardianship.

Even if a SCUTPA claim could be asserted against Ms. Parsons, the record would not support it. In an action for violation of SCUTPA, a plaintiff must prove three elements: "(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P., 399 S.C. 322, 337, 732 S.E.2d 166, 174 (2012) (citations and quotation marks omitted). However, the record contains no evidence that Ms. Parsons employed unfair or deceptive practices in the conduct of trade or commerce with the Plaintiffs. Paragraph 98 of the Second Amended Complaint alleges that Ms. Parsons "gained control over Dr. Grist illegally," "billed him improperly," and charged him "an astronomically higher rate than similar companies and/or persons," but there is no evidence of any of these allegations. To the contrary, Ms. Parsons was appointed as Dr. Grist's temporary guardian *by the Greenville County Probate Court pursuant to*

statute (not illegally) and her guardianship was overseen by the court. The Plaintiffs' SCUTPA claim would, therefore, fail even if it were not prohibited by Section 39-5-40(a).

IX. THERE IS NO CAUSE OF ACTION FOR VIOLATION OF THE POWER OF ATTORNEY ACT.

The final cause of action asserted against Ms. Parsons is violation of the South Carolina Uniform Power of Attorney Act, S.C. Code Ann. §§ 62-8-101 et seq. Paragraph 124 of the Second Amended Complaint alleges that Ms. Parsons violated the act by "refus[ing] to accept Dr. Grist [sic] acknowledged Durable Power of Attorney." However, the act does not establish a private right of action except for very specific situations as provided for by §62-8-120 which the Court finds that the Plaintiffs has failed to establish any basis for a claim against this defendant under the referenced code section. There is no evidence that Ms. Parsons "refused to accept" Dr. Grist's power of attorney. She was court-appointed and carried out the court-imposed mandate set forth in the orders appointing her. If her appointment was, as the Plaintiffs contend, inconsistent with Dr. Grist's power of attorney, that was an issue for them to address with the Greenville County Probate Court. Accordingly, it will be dismissed.

IT IS, THEREFORE, ORDERED that Defendant Tracy Parsons' Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED Tracy Parsons is dismissed as a Defendant in this action with prejudice.

AND IT IS SO ORDERED.

E-signature of Judge Gravely to follow



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-03 13:44:07 page 16 of 16

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC, and Hilly Street, LLC,

Plaintiffs,

v.

Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEETH JUDICIAL CIRCUIT

C.A. No.: 2022-CP-23-04055

**ORDER GRANTING
DEFENDANTS JENNIFER BROWNING
AND BROWNING GERIATRICS
CONSULTING, LLC'S MOTION FOR
SUMMARY JUDGMENT**

This matter comes before me on Defendants Jennifer Browning and Browning Geriatrics Consulting, LLC's Motion for Summary Judgment. This motion was heard on October 16, 2024.¹ V. Clark Price appeared on behalf of Defendants Jennifer Browning and Browning Geriatrics Consulting, LLC (hereinafter "Browning"), while the Plaintiffs, Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC, Chestnut

¹ The Court notes that while the motion was scheduled for a hearing to occur fewer than 10 days from the date of filing, the Plaintiffs did not object and were provided an additional 10 days from the date of the hearing to submit additional argument to the Court, which they in fact did.

Ridge Farm, LLC, and Hilly Street, LLC (hereinafter “Grist”), were represented by Devon Puriefoy.

FINDINGS OF FACT

This civil lawsuit arises out of probate matter involving many of the Defendants, as well as Dr. Stanford W. Grist (hereinafter “Dr. Grist”). On or about July 13, 2020, Priscilla Mickie Grist (hereinafter “Mickie Grist”), one of Dr. Grist’s three daughters, filed an *Ex Parte* Petition for Finding of Incapacity and Appointment of Guardian and/or Conservator in the Greenville County Probate Court (hereinafter “GC matter” and “the probate court”). Sherry Dykes, the litigation specialist for the probate court, contacted Jennifer Browning, a professional guardian and counselor, to inquire of her willingness and ability to serve as guardian ad litem for Dr. Grist. Browning agreed to do so. On July 15, 2020, Judge Debora Faulkner issued an order appointing Mickie Grist as Temporary Guardian and Jennifer Browning as Guardian Ad Litem pursuant to S.C. Code Ann. Section 32-5-106.

According to a report filed by Browning with the probate court, upon her appointment as guardian ad litem, Browning interviewed the family members, as well as several of the attorneys who were already involved in the GC matter. She also interviewed Dr. Grist on August 18, 2020 and September 2, 2020.

On January 29, 2021, Browning submitted to the probate court a preliminary report of the guardian ad litem. In that report, Browning noted that there was significant conflict amongst the family members, and therefore recommended it would be in Dr. Grist’s best interest for the probate court to appoint a neutral guardian, rather than have Mickie Grist continue to serve as Temporary Guardian.

On July 29, 2020, the probate court held a hearing to evaluate Dr. Grist's incapacity, as well as to consider appointment of a guardian for Dr. Grist. The probate court appointed Tracy Parsons (hereinafter "Parsons"), a professional guardian, as the Temporary Guardian by order of July 30, 2020. Additionally, the court held that, as a temporary finding, Dr. Grist was "an incapacitated person in need of protection and assistance." This was noted to be supported by an affidavit by Dr. John Absher, a neurologist who evaluated Dr. Grist and found that Dr. Grist was "unable to effectively receive, evaluate or respond to information or to make or communicate decisions with appropriate, reasonably available support and assistance in order to meet the essential requirements for his physical health, safety, or self-care, or manage property or financial affairs to provide for his support." Parsons as temporary guardian was responsible for coordinating and managing Dr. Grist's care.

Based on the record, it appears that, pursuant to statute, Browning submitted a Guardian *Ad Litem* Report on January 29, 2021. In that report, she outlined for the Court Dr. Grist's current care and treatment needs, as well as potential future care and treatment needs. She explicitly noted that the goal was for Dr. Grist to remain in his residence with 24/7 caregivers as long as home-care remained safe. She also outlined the rights and powers that she recommended Dr. Grist retain, which were coordinated through Dr. Grist's counsel. Browning also recommended that Parsons continue to serve as temporary guardian, noting that "she has done an excellent job as the temporary guardian in this matter and would be the most appropriate person to serve." With respect to a conservator, Browning recommended that the court appoint a third-party professional conservator, rather than family members Mickie Grist or Carolina Lyons, "due to the family discord and conflict."

According to the Complaint, Parsons “contracted with Comfort Keepers to provide 24 hour a day, 7 days a week, 365 days a year in-home health care for Dr. Grist.” *Second Amended Complaint Para 41*. The records evidence that Comfort Keepers did in fact provide this in-home care to Dr. Grist. The Plaintiffs allege that one of Comfort Keepers’ employees, Kerry Burnett McCreary, also a Defendant, sexually assaulted Dr. Grist while providing the in-home care. Based on the report, Comfort Keepers investigated the complaint and terminated McCreary. According to Defendant Browning’s Memorandum, Parsons also reported the allegations to the Greenville County Sheriff’s Office, which declined to investigate the matter further. Additionally, the family members, including Stacey Grist, were aware of the allegations of sexual interactions between McCreary and Dr. Grist.

Based on the record, it appears that in January of 2022, the order appointing Parsons as temporary guardian expired. On April 7, 2022, Browning submitted an Addendum to Guardian *Ad Litem* Report. She noted that she had conducted a wellness visit of Dr. Grist at his home on March 30, 2022. She attached to the report an email from Chris Couchell, the owner of Comfort Keepers, related to concerns about Dr. Grist’s care and reporting. She concluded, “I am concerned that there is not a temporary guardian in place to look out for his best interest, caregivers, medications, health care needs, therapy, and any additional emergency or urgent matters,” and recommended a third-party professional be reappointed. The probate court issued an order on April 20, 2022 extending Parsons as temporary guardian for an additional 120 days.

Browning submitted a final Addendum to Guardian *Ad Litem* Report on August 11, 2022. She expressed concerns about the lack of durable medical equipment in the home following a recent hospitalization, as well as caregivers’ failure to wear masks during Covid. In the report,

Browning also expressed concerns about an apparent change in care-givers, as well as costs associated with that change.

On August 25, 2022, Browning filed a Motion to be Relieved as Guardian Ad Litem, which was granted.

The Plaintiffs have alleged six causes of action against Browning including negligence/gross negligence, negligent hiring/negligent training/negligent supervision, abuse of process/aiding and abetting abuse of process, civil conspiracy, violation of South Carolina Unfair Trade Practices Act, and violation of the Power of Attorney Act.

The Plaintiffs allege that from 2005-2020, Dr. Grist took “extensive steps to ensure that the manner in which he wished for his estate to be distributed” was properly documented and to “prevent deviation from his wishes in the event of mental capacity.” *Second Amended Complaint Para 20.*

Per the Second Amended Complaint, on February 19, 2019, Dr. Grist amended his durable power of attorney to name Stacey Grist as the POA upon his incapacity and to serve as guardian and/or conservator if such an appointment is necessary. *Second Amended Complaint Para 23.* On May 1, 2019, Dr. Grist amended his trust to name Stacey as successor trustee. *Second Amended Complaint Para 24.* The Plaintiffs allege that on May 13, 2020, Dr. Grist further amended his trust as it relates to distributions upon his death, diminishing Mickie’s stake in the estate. *Second Amended Complaint Para 26.*

The Complaint states that upon being notified of the change in the estate documents, Mickie resigned as healthcare power of attorney and then “set about to take Dr. Grist to an unplanned doctor’s appointment to have ‘papers signed’ with no explanation.” *Second Amended Complaint Para 30.* The Plaintiffs allege that upon learning of Mickie’s scheme, they called the

police to “stop Mickie.” *Id.*

The Plaintiffs contend that on July 9, 2020, in direct violation of the POA, Mickie submitted an *ex parte* petition to the probate court seeking to be appointed guardian of Dr. Grist. Caroline Lyons filed a subsequent petition to serve as conservator. *Second Amended Complaint Para 31.* Thereafter, the Court appointed Browning to serve as emergency GAL. The Plaintiffs contend that they were “confused by this petition and appointment,” as Dr. Grist had expressly instructed that Stacey serve as guardian and conservator. *Second Amended Complaint Para 36.*

The Complaint alleges that in the coming months, “it became clear that the proceedings . . . were intended to serve as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust” as it relates to Mickie’s share of the estate. *Second Amended Complaint Para 37.*

The Plaintiffs contend that while Ms. Browning was serving as GAL, she was in contact with Mickie and/or her attorneys at least 34 times, but only contacted Stacey twice. *Second Amended Complaint Para 39.*

The Plaintiffs allege that the Court appointed Tracy Parsons as guardian and that she contracted with Comfort Keepers to provide fulltime in-home care for Dr. Grist. *Second Amended Complaint Para 41.* The Plaintiffs claim that Parsons went to great lengths to isolate Dr. Grist and prevent family members from visiting. They allege that Parsons was derelict in her duties, allowing Dr. Grist to be over-medicated and sexually exploited. *Second Amended Complaint Para 44.*

The Plaintiffs also allege that “in support of Ms. Browning’s belief that Ms. Parsons’ guardianship needed to be extended, Ms. Browning presented to the Court with an email dated March 25, 2022, approximately two weeks before the hearing to remove Tracy Parsons, which

purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers' ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm." *Complaint Para 47*. The Complaint also states Browning submitted a letter to the court referencing "numerous falls that Dr. Grist had suffered," leading to the Court extending Parsons' guardianship. *Complaint Paras 48-49*. The Plaintiffs claim that "it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, was fabricated." *Second Amended Complaint Para 50*.

The Plaintiffs also allege that an internal investigation by Comfort Keepers and Parsons revealed that Comfort Keepers employee Kerry McCreary "admitted . . . that she had performed numerous sexual acts on Dr. Grist." *Second Amended Complaint Para 51*. The Complaint states that Parsons failed to report the incident to the Court.

The Plaintiffs assert that Browning was negligent in fulfilling her role as guardian ad litem in so much as while Ms. Browning "was responsible for Dr. Grist's health, wellbeing and safety," Dr. Grist was sexually assaulted by Ms. McCreary while she was "working within the course and scope of her employment with Comfort Keepers." *Second Amended Complaint Paras 55 and 59*. The Plaintiffs claim that Dr. Grist experienced bodily injury, past and future medical expenses, and pain and suffering as a proximate result of Browning's negligence. *Second Amended Complaint Para 62*.

The Complaint also includes a cause of action for negligent hiring, training and supervision as it relates to Comfort Keepers. Specifically, the Plaintiffs claim that Ms. Browning had a duty to supervise and properly hire workers for Dr. Grist. *Second Amended Complaint Para 73*. They claim that the Defendants breached the duty of care by failing to ensure that Dr. Grist was not

exposed to injurious behavior; in allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner; in failing to ensure that Dr. Grist was safe while in Ms. McCreary's presence; in ignoring Ms. McCreary's known predilections toward sexual misconduct and abuse; in failing to shield Dr. Grist from dangerous conditions, situations and individuals; in failing to warn about Ms. McCreary's sexual proclivities; in failing to shield Dr. Grist from dangerous conditions, situations, and individuals, including predators such as Ms. McCreary; in failing to warn Plaintiff about Ms. McCreary's sexual proclivities; in failing to supervise Ms. McCreary; in failing to take steps to report to civil or criminal authorities related to the abuse; and in failing to exercise due care for the safety and well-being of Dr. Grist. *Second Amended Complaint Para 74.*

As it relates to the abuse of process cause of action, the Plaintiffs contend that Mickie and Caroline petitioned the Court for the appointment of a guardian and conservator in direct violation of Dr. Grist's clear directives. They allege that "Mickie and Caroline had Ms. Browning exceed her scope as Guardian ad Litem . . . by having her advocate, represent, or attempt to represent [their] interests." *Second Amended Complaint Para 83.* Specifically, the Plaintiffs contend that Ms. Browning interfered with issues between family members, committed misconduct in knowingly misrepresenting facts in reports submitted to the court, failed to take a guardian oath, covered up sexual misconduct of Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings, made false reports regarding the court case, and committed misconduct by advocating and acting under an inherent conflict of interest in performing her duties. *Id.* They also contend that all of the Defendants, including Browning, helped aid and abet Mickie and Caroline's exercise of control of Dr. Grist. *Second Amended Complaint Para 86.*

The Plaintiffs also allege that the Defendants, including Browning, conspired to contrive a plan to exploit money from the Plaintiffs, to change Dr. Grist's estate documents, to use Dr. Grist's funds for their own personal gain, to gain control over Dr. Grist, and to name Comfort Keepers as caregiver in violation of the estate and trust documents. *Second Amended Complaint Para 91*. The Complaint states that "the intended purpose of the conspiracy was to gain control over Dr. Grist's assets, more specifically Trust assets, while seeking to avoid the No Contest Clause in the Trust and Will and what would have been the subsequent disinheritance of Mickie and Caroline." *Second Amended Complaint Para 92*.

The Plaintiffs also claim that Browning violated the South Carolina Unfair Trade Practices Act. Specifically, they allege that the Defendants "gained control over Dr. Grist illegally and billed him improperly," charging him "astronomically higher rates than similar companies or persons." *Second Amended Complaint Para 98*.

Finally, the Plaintiffs allege that the Defendants, including Browning, violated the Power of Attorney Act by "refusing to accept Dr. Grist's acknowledged durable power of attorney" naming Stacey Grist as his agent. *Second Amended Complaint Para 124*.

CONCLUSIONS OF LAW

I. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Baird v. Charleston County, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999). In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. Manning v. Quinn, 294 S.C. 383, 386, 365 S.E.2d 24 (1988). Although the burden is on the party seeking summary judgment, the non-moving party must make a

showing sufficient to establish the existence of an element on which it will bear the ultimate burden of proof at trial; otherwise, the failure of proof concerning an essential element of the case necessarily renders all other facts immaterial. Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S. Ct. 2548, 2552, 91 L. Ed. 2d 265 (1986).

Once the moving party carries its initial burden, the “opposing party must, under Rule 56 (c), do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with specific facts showing that there is a genuine issue for trial.” Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (internal citation omitted). A party cannot rest on the mere allegations in her Complaint. Nor can a party “escape summary judgment on the mere hope that something may develop later at trial, or by remaining silent and later claiming additional facts supporting the cause of action.” Hammond v. Scott, 268 S.C. 137, 143, 232 S.E.2d 336, 339 (1977).

“The plain language of Rule 56(c), SCRCP, mandates the entry of summary judgment, after adequate time for discovery against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial.” Boone v. Sunbelt Newspapers, Inc., 347 S.C. 571, 579, 556 S.E.2d 732, 736 (Ct.App.2001); Baughman, 306 S.C. at 116, 410 S.E.2d at 545-546 (internal citation and quotation omitted). Furthermore, “[a] complete failure of proof concerning an essential element of the non-moving party’s case necessarily renders all other facts immaterial.” Baughman, 306 S.C. at 116, 410 S.E.2d at 546.

II. DISCUSSION

A. The Court Finds that Browning is afforded immunity related to her service as a court-appointed guardian ad litem.

Browning was appointed by order of the probate court to serve as guardian ad litem for Dr. Grist. She was the court-appointed guardian ad litem for the entirety of her involvement with Dr. Grist. Accordingly, Browning and Browning Geriatric Consulting, LLC are entitled to absolute quasi-judicial immunity related to the performance of Browning's duties as guardian ad litem for Dr. Grist. Fleming v. Asbill, 326 S.C. 49, 483 S.E.2d 751 (1997).

In Fleming, the Court considered whether a court-appointed guardian *ad litem* in a child custody suit was immune from negligence claims for those acts performed within the scope of her appointment. The Court held, "[c]ase law from other jurisdictions, as well as strong policy reasons, convince us that guardians ad litem in private custody actions should be entitled to immunity." Id at 55. In fact, the Court found that the immunity extended to guardians *at litem* "is an absolute quasi-judicial immunity. Id at 57. The Court explained its reasoning:

Both persuasive authority and the policy reasons set forth above convince us to hold today that private persons appointed as guardians ad litem in private custody proceedings are afforded immunity for acts performed within the scope of their appointment. Because one of the guardian's roles is to act as a representative of the court, and because this role can only be fulfilled if the guardian is not exposed to a constant threat of lawsuits from disgruntled parties, a finding of quasi-judicial immunity is necessary. Such a grant of immunity is crucial in order for guardians to properly discharge their duties.

Id. The Court, however, limited that immunity to those acts within the scope of the guardian ad litem's duties, and stated that it would not extend, for example, to a guardian who abuses a child. Id at 56. This Court finds that all of Browning's actions related to Dr. Grist fell within the scope of her appointment as guardian ad litem, and does not find persuasive the Plaintiffs' arguments to the contrary, including those pertaining to alleged conflicts of interest between Browning and the

probate court, as well as Browning and other attorneys involved in the probate matter.

To the extent that the Plaintiffs argue that Browning failed to disclose conflicts of interest pertaining to a probate court judge, as well as other attorneys involved in the GC matter, the Plaintiffs have failed to provide evidence or testimony to support the factual contentions, and have also failed to cite to any statutory or case law which establishes that Browning would lose the immunity protections if she failed to disclose a conflict of interest. The Plaintiffs point to Browning previously being retained by attorney Dan Collins, prior counsel for Dr. Grist, to perform a mental status evaluation a year prior to her being appointed as guardian ad litem, as evidence of a failure to disclose a conflict of interest. However, the Plaintiffs fail to explain how this represents a conflict of interest that bars her from serving as guardian ad litem at a later point. Moreover, the Plaintiffs failed to disclose to this Court that neither Browning nor anyone from her office ever actually met Dr. Grist or performed the requested evaluation.

Additionally, the Plaintiffs argue that Browning had a conflict of interest because she was previously represented by one of the associate probate court judges, as well as some of the attorneys involved in the GC matter. However, this Court is not aware of any evidence that Browning's appointment as guardian ad litem was influenced by her relationships with any of the attorneys or judges associated with the probate case, nor have the Plaintiffs cited to any statutory or case law establishing that her professional relationships with those individuals amount to a conflict of interest which must be disclosed by Browning. Additionally, it should be noted that Browning was appointed by Judge Faulkner, not by an associate probate judge with whom she had a prior professional relationship. Finally, again, the Plaintiffs have not cited any law for the proposition that failure to disclose a conflict of interest would result in a guardian ad litem losing quasi-judicial immunity, and the Court does not find this argument compelling.

Accordingly, Browning and Browning Geriatric Consulting, LLC are entitled to absolute quasi-judicial immunity for all actions as guardian ad litem for Dr. Grist.

i. Browning and Browning Geriatric Consulting, LLC have immunity as to the Plaintiffs' negligence claims.

The Plaintiffs assert that Browning was negligent in fulfilling her role as guardian ad litem in so much as while Browning “was responsible for Dr. Grist’s health, wellbeing and safety,” Dr. Grist was sexually assaulted by Ms. McCreary while she was “working within the course and scope of her employment with Comfort Keepers.” *Second Amended Complaint Paras 55 and 59*. Again, Browning, as guardian ad litem, cannot be found liable for acts of negligence, or even gross negligence or recklessness, in the performance of her duties. Falk v. Sadler, 341 S.C. 281, 533 S.E.2d 350 (Ct.App. 2000) (citing Fleming v. Asbill, 326 S.C. 49, 57, 483 S.E.2d 751, 755-6 (1997)).

S.C. Code Ann. Section 62-5-106 summarizes the broad responsibilities of a court-appointed guardian ad litem. The responsibilities include acting within the best interest of the alleged incapacitated individual, obtaining and reviewing documents, interviewing the parties, discerning the alleged incapacitated individual’s interests, contacting the Department of Social Services to facilitate investigations, filing reports of the guardian ad litem, and advocating for the best interests of the alleged incapacitated individual by making specific recommendations regarding resources, the appropriateness of a guardian or conservator, and any limitations to be imposed. It should be noted that the role of the guardian ad litem is distinct from that of the guardian. These positions are not duplicative. One does not find in the statute that the guardian ad litem is responsible for the alleged incapacitated individual’s “health, wellbeing, and safety.” That, in fact, is the responsibility of the guardian- not the guardian ad litem. However, assuming

that Browning was in fact responsible, and that she failed in those responsibilities, she would still be entitled to immunity for those failures.

While the Plaintiffs do not explicitly allege negligent acts by Browning beyond her failure to provide for Dr. Grist's "health, wellbeing, and safety," they do allude to misrepresentations made by Browning to the Court, and in fact, contend that Browning fabricated reports related to Dr. Grist, including Dr. Grist's threatening behavior, as well as falls. *See Second Amended Complaint Paras 47-50*. To the extent that the Plaintiffs contend that these were negligent acts outside of the scope of Browning's services as guardian ad litem, the Court disagrees and finds that the actions complained of would still be within the scope of her services because a guardian ad litem's duty to report is explicitly outlined in S.C. Code Ann. Section 62-5-106.

With respect to Browning reporting concerns related to Dr. Grist, reporting was part of her job and within the scope of her services pursuant to S.C. Code Ann. Section 62-5-106. Additionally, the Court does not find any evidence that Browning's reports were intentionally fraudulent or that she committed a fraud upon the Court by making specific recommendations, as argued by the Plaintiffs. In her report of April 7, 2022, Browning attached an email from Chris Couchell, owner of Comfort Keepers, who shared concerns about Dr. Grist. In that email, Mr. Couchell shared that a caregiver reported that Dr. Grist had made sexual advances, that he had thrown a coffee cup at her, that he had tried to leave and jump the gate, and he had made threats. This email by Mr. Couchell is supported by contemporaneous emails by his staff. Additionally, Ann Crippen, one of Dr. Grist's caregivers who appears to have been hostile toward the Defendants, corroborated that Dr. Grist had been aggressive and struck another caregiver. She also "might have heard through the grapevine" that Dr. Grist had thrown a coffee cup at another caregiver. It does not appear that Browning made these allegations, but instead simply relayed

information from Couchell to the Court. The record seems to support the truthfulness of these assertions. However, to the extent that information was untrue, sharing that information with the Court was her job as guardian ad litem, for which she is entitled to immunity. There is no evidence that Browning ever reported anything to the Court that she knew to be untrue, or that she was improperly motivated in her reporting to the Court.

With respect to Browning submitting a letter to the Court which referenced numerous falls, again, that was within the scope of her services as guardian ad litem. It also appears from documents submitted to the Court that Dr. Grist did have multiple documented falls, including one for which EMS had to be called. Additionally, Ann Crippen testified that Dr. Grist fell one time that she witnessed. (Crippen Depo. Page 68. Lines 3-7) Even had Browning referenced falls, plural, in error, and there had been only a single fall, that is simply a mistake in reporting, which is within the scope of her duties as guardian ad litem, for which she has immunity.

The Plaintiffs also appear to criticize Browning's recommendations to the probate pertaining to Dr. Grist, including her recommendation that Parsons serve as a neutral guardian. A guardian ad litem's recommendations to the Court are explicitly protected and immune from attacks such as the Plaintiffs'. "A recommendation by the guardian ad litem, no matter how disagreeable to one of the parties, will not sustain an action against the guardian." Falk at 288. Thus, Browning and Browning Geriatric Consulting, LLC are immune from any accusation that Browning's recommendations to the Court amount to negligence or are outside of the scope of her service as guardian ad litem.

The Plaintiffs have failed to produce evidence or testimony that any actions taken by Browning were outside of her scope of duties as the guardian ad litem. Accordingly, Browning is entitled to summary judgment as to the negligence cause of action.

ii. Browning and Browning Geriatric Consulting, LLC have immunity as to the Plaintiffs' negligent hiring/training/supervision claims.

The Plaintiffs contend that Browning, along with other Defendants, was negligent with respect to hiring, training and/or supervising Kerry McCreary, a Comfort Keepers employee who allegedly sexually assaulted Dr. Grist while providing home-sitting services to him. Specifically, the Plaintiffs claim that these Defendants breached the duty of care by failing to ensure that Dr. Grist was not exposed to injurious behavior; in allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner; in failing to ensure that Dr. Grist was safe while in Ms. McCreary's presence; in ignoring Ms. McCreary's known predilections toward sexual misconduct and abuse; in failing to shield Dr. Grist from dangerous conditions, situations and individuals; in failing to warn about Ms. McCreary's sexual proclivities; in failing to shield Dr. Grist from dangerous conditions, situations, and individuals, including predators such as Ms. McCreary; in failing to warn Plaintiff about Ms. McCreary's sexual proclivities; in failing to supervise Ms. McCreary; in failing to take steps to report to civil or criminal authorities related to the abuse; and in failing to exercise due care for the safety and well-being of Dr. Grist. *Second Amended Complaint Para 74.*

The Plaintiffs have not produced any evidence establishing that Browning hired, trained or supervised McCreary. Based upon the testimony of Browning and McCreary, Browning did not know McCreary and McCreary did not know Browning. (McCreary Depo page 97 lines 3-6) When asked whether she recalled ever having any conversation or interaction with Jennifer Browning, McCreary not only testified that she did not, she further testified, "I don't know who that is." Additionally, McCreary testified that she never had any conversations with Browning about her sexual preferences or sexual interactions with Dr. Grist. Stacey Grist, the Plaintiff, also admitted in her deposition that she is not aware of any evidence that Browning hired McCreary, knew

McCreary, or was aware of McCreary's "history of abuse, sexual or otherwise." Stacey Grist likewise acknowledged that prior to the report of the McCreary incident, Browning was never made aware of any concerns related to Comfort Keepers. The Court finds that there is no evidence that supports that Browning was involved in hiring, training or supervising McCreary, that she had a duty to do so, or that she was aware of McCreary's "sexual proclivities." However, even if the evidence, taken in the light most favorable to the Plaintiffs, did establish that Browning was negligent with respect to hiring, training and/or supervising Kerry McCreary, Browning has immunity as to these claims.

To the extent that the Plaintiffs argue that Browning was negligent in failing to supervise and then report the alleged sexual abuse by McCreary, the evidence establishes that the police were notified and investigated. Browning acknowledges that she did not report the incident to the probate court; however, the Court agrees that doing so would fall within the scope of her duties under S.C. Code Ann. Section 62-5-106. With respect to the failure to report the alleged assault, Stacey Grist testified in her deposition that "it was [Browning's] job to bring it to the Court," acknowledging that her complaint of Browning pertains to a failure to act which falls within the parameters of her service as guardian ad litem. Thus, assuming that Browning should have reported the alleged incident to the probate court, and that failing to do so was negligent, which Browning denies, Browning is immune as it relates to the failure to report, just as she is immune from the claim that she was negligent in hiring, training and supervising McCreary.

The Court concludes that Browning and Browning Geriatric Consulting, LLC are thus entitled to judgment as a matter of law as to the negligent hiring, training and supervising cause of action.

iii. The Plaintiffs' cause of action for abuse of process must fail as there is no evidence to support such a claim against Browning and Browning Geriatric Consulting, LLC.

The Plaintiffs claim that Browning set out to “aid and abet” Mickie Grist and Caroline Lyon, people whom Browning had never met prior to being appointed by the Court, to allegedly “exercise control over Dr. Grist.” *Second Amended Complaint Paras 83 and 86*. However, the Plaintiffs have not produced any evidence or testimony to support this claim.

Abuse of process is the “employment of legal process for some purpose other than which it was intended by law to effect- the improper use of a regularly issued process.” Huggins v. Winn-Dixie Greenville, Inc., 249 S.C. 206, 153 S.E.693, 695 (1967). In order to prove abuse of process, the Plaintiffs must establish 1) an ulterior purpose, and 2) willful act in the use of the process not proper in the regular conduct of the proceeding. Id. The second element of abuse of process includes three parts: a willful or overt act; the act was in the use of the process; and the act was improper either because it was unauthorized or was aimed at an illegitimate collateral objective. Food Lion, Inc., v. UFCW, 351 S.C. 65, 567 S.E.2d 251, 153-4 (Ct.App. 2002).

As established above, Browning was appointed by the Court to serve as guardian ad litem for Dr. Grist. Her duty was to Dr. Grist. There is no evidence that Browning knew Dr. Grist or any of the other parties to the action, although, as stated above, she had been asked by Dr. Grist’s attorney one year prior to her appointment to perform a mental status evaluation on Dr. Grist, which she did not perform. She did not initiate the probate court proceedings. Instead, she responded to an inquiry from the probate court as to whether she would agree to serve.

The Court agrees with Browning’s argument that if her appointment was contrary to Dr. Grist’s previously executed estate documents, that is an issue for the probate court, not Browning. It is not incumbent upon Browning, as a non-attorney, to analyze and evaluate complicated estate

documents to evaluate whether her appointment as guardian ad litem is consistent or contrary to the estate documents. Her duty, instead, is to fulfill the role which the probate court has ordered her to fulfill. Even if the initiation of the GC action in probate court was contrary to the estate documents, again, Browning did not initiate the action.

Additionally, there is no evidence that Browning committed a willful act in the use of the process that was improper. She did not “use the process,” as she did not initiate the claim. The Court agrees that all of her actions were within the scope of her responsibilities as guardian ad litem and were neither improper nor unauthorized.

Finally, while the Plaintiffs argue that Browning evidenced bias toward Mickie Grist and Caroline Lyons, they have not cited to any reasonable evidence or testimony to support this allegation. In fact, the probate court records themselves show that Browning recommended against either Mickie Grist or Caroline Lyons serving as guardian or conservator, and instead, repeatedly recommended that a neutral party be appointed.

The Plaintiffs have not produced any evidence or testimony to support the elements of an abuse of process claim against Browning. Additionally, the Court finds that Browning enjoys quasi-judicial immunity against an abuse of process claim given that all of her actions were within the scope of her role as the guardian ad litem. Accordingly, the Plaintiffs’ abuse of process cause of action against these Defendants must fail and Browning is entitled to summary judgment.

iv. The Plaintiffs are unable to prove any of the required elements to establish a cause of action for civil conspiracy by Browning.

The Plaintiffs are required to present to the Court evidence or testimony that taken in the light most favorable to the Plaintiffs could establish a claim of civil conspiracy against Browning. They have failed to do so. While the Plaintiffs claim that the Defendants, including Browning, contrived a plan to exploit money from the Plaintiffs, to change Dr. Grist’s estate documents, to

use Dr. Grist's funds for their own personal gain, to gain control over Grist, and to name Comfort Keepers as Dr. Grist's in-home care giver in direct violation of the estate documents, they have failed to point to evidence or testimony that actually supports these allegations. *Second Amended Complaint Para 91*. There is no evidence that Browning conspired with the other Defendants as alleged by the Plaintiffs. There is likewise no evidence that Browning made intentional misrepresentations to the Court in order to justify her continued appointment as guardian ad litem for Dr. Grist. Instead, Browning was doing what the probate court ordered her to do- serve as a court-appointed guardian ad litem for Dr. Grist.

In South Carolina, a civil conspiracy claim requires a plaintiff show the following:

“(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff.”

Paradis v. Charleston Cnty. Sch. Dist., 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). While conspiracy may be inferred from the nature of certain acts, the relationship of parties, the interests of the alleged conspirators, or other circumstances, the Plaintiff must *actually produce evidence* from which joint assent of the minds of two or more parties may be inferred. Island Car Wash, Inc. v. Norris, 292 S.C. 595, 358 S.E.2d 150, 153 (Ct.App. 1987). In other words, evidence of the conspiracy is actually required to withstand a motion for summary judgment. There must be more than inuendo.

The Plaintiffs have failed to produce or identify evidence or testimony to establish that Browning did anything other than appropriately communicate and correspond with the other Defendants related to the probate matter and Dr. Grist's care. All communications by Browning to the other parties were appropriate and consistent with Browning's statutory duties and

responsibilities. There is no evidence of any agreement between Browning and any other party outside of the normal course of business with this type of probate matter.

In addition to the requirement that a plaintiff provide actual evidence to support the combination or agreement of the parties to the conspiracy, the plaintiff must also prove that the parties conspired to commit an unlawful act or a lawful act by unlawful means, together with the commission of an overt act in furtherance of the action. To be actionable, the primary purpose or object of an alleged conspiracy must be to injure the Plaintiff. Benedict College v. Nat'l Credit Sys., 400 S.C. 538, 735 S.E.2d 518 (Ct.App. 2012). The Court finds no compelling evidence of an unlawful act or lawful act by unlawful means, nor is there evidence of commission of an overt act in furtherance of the action. Browning was appointed by the probate court to serve as the guardian ad litem. She did not volunteer. She did not contact the probate court or the parties and ask to serve. There is no evidence that any of the parties or their attorneys requested that Browning serve as guardian ad litem. The court, instead, requested that she consider serving. She agreed to do so. Doing one's job as guardian ad litem is certainly not an unlawful act. Nor did Browning serve as guardian ad litem by unlawful means.

The Plaintiff has not presented evidence that Browning participated in or contrived a plan to exploit money from the Dr. Grist's estate. She did her job and was paid for doing her job. She did not contrive a plan to change Dr. Grist's estate documents, which was admitted by Stacey Grist. There is no evidence that Browning ever petitioned the court to challenge or change Dr. Grist's estate documents. There is likewise no evidence that Browning contrived a plan to gain control over Grist or use his funds for her own gain. She did her job, repeatedly recommending that a neutral, rather than any family member, including Mickie Grist of Caroline Lyon, serve as guardian or conservator. Finally, there is no evidence that Browning named Comfort Keepers as

in-home care giver in violation of the estate documents. Instead, the evidence establishes that she recommended an in-home care giver that she was familiar with which she thought would provide reasonable and necessary services to Dr. Grist.

In sum, the Plaintiffs have failed to produce any evidence or testimony to establish the necessary elements of conspiracy. Browning is thus entitled to judgment as a matter of law as to the conspiracy cause of action.

v. The Plaintiffs' claim for Violation of the S.C. Unfair Trade Practices Act is likewise deficient and fails as a matter of law.

The Plaintiffs allege that these Defendants violated the South Carolina Unfair Trade Practices Act (hereinafter "SCUTPA") by gaining control over Dr. Grist "illegally," billing him improperly, and charging him "an astronomically higher rate than similar companies and/or persons." The Plaintiffs, however, have not cited to any evidence that supports their allegations.

SCUTPA provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce" are unlawful. S.C. Code Ann. § 39-5-20(a). To recover under SCUTPA, a plaintiff must show "(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected [the] public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant's unfair or deceptive act(s)." Century Aluminum of S.C., Inc. v. S.C. Pub. Serv. Auth., 278 F. Supp. 3d 877, 890 (D.S.C. 2017).

With respect to the first element of a SCUTPA claim, an act is "unfair" when it is offensive to public policy or when it is immoral, unethical, or oppressive. An act is "deceptive" when it has a tendency to deceive. Id. (citing Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry, 403

S.C. 623, 743 S.E.2d 808 (2013). A mere showing that a company's representative was negligent or incompetent does not amount to a showing of a deceptive act or practice. Clarkson v. Orkin Exterminating Co., 761 F.2d 189, 191 (4th Cir. 1985). Indeed, where there is no evidence that an actor knew information to be false, the act is not unfair or deceptive. Washington Mut. Bank, FA v. Hiott, No. 2006-UP-329, 2006 WL 7286775 (S.C. Ct. App. Sept. 19, 2006) (unpublished) (no evidence supporting that bank employee knew loan application contained false information).

The Plaintiffs contend that Browning violated SCUPTA by attempting to gain control over Dr. Grist illegally and billing him improperly, charging him an astronomically higher rate than others. The Court finds that the Plaintiffs have not provided any proof to support these allegations. Again, Browning was appointed by the probate court; she did not attempt to gain control over Dr. Grist "illegally." Her appointment as guardian ad litem was both appropriate and necessary, and was ordered by the probate court. Browning, like other professional guardians, charges a set rate for all court-appointed cases. Browning submits a schedule of fees to the probate court on an annual or near-annual basis and there is no evidence that this schedule was rejected by the Probate Court. Browning has also argued that the rate that she charged for Dr. Grist's probate matter was consistent with the schedule of fees and approved by the court ahead of time, and was also the same rate charged on the other probate matters on which she worked during the same timeframe. The Plaintiff has not contested this position. While it may be true that Browning's rate is higher than some other professional guardians, she has over 30 years of experience and is well known to the probate court. Other than simply claiming that her rates were unnecessary high, the Plaintiffs have not provided any evidence to support this allegation. They have likewise failed to provide evidence or testimony that Ms. Browning improperly billed for her services. Thus, Browning's service as guardian ad litem to Dr. Grist could not amount to a SCUTPA violation.

The Plaintiffs' SCUTPA claim against Browning must fail as a matter of law, as there exists no evidence to support any of the necessary elements of the claim. Summary judgment is thus warranted.

vi. A cause of action for violation of the Power of Attorney Act does not exist, and even if it does, there is no evidence that Browning breached the Act.

The Plaintiffs have sued Browning for violation of the South Carolina Uniform Power of Attorney Act, contending that Dr. Grist executed a durable power of attorney naming Stacey Grist as his agent and that the Defendants "refused to accept" the durable power of attorney. *Amended Complaint Paras 123-124*. The Court has not identified any case law in South Carolina recognizing a private cause of action for violation of the Power of Attorney Act. Additionally, the Plaintiffs did not argue in their memorandum in opposition to the motion that this cause of action is valid, nor did they cite to any supportive case law. Accordingly, this cause of action must be dismissed.

However, the Court further finds that should such a cause of action exists, there is no evidence that Browning violated the Act. Browning never refused to accept Dr. Grist's previously executed power of attorney. Browning was appointed by the probate court as guardian ad litem. She did not challenge the prior power of attorney. She did not serve as power of attorney. She did the job that she was ordered to do- serve as guardian ad litem for Dr. Grist.

Assuming that she did refuse to accept the durable power of attorney naming Stacey Grist, which the Court finds she did not, the Act grants the guardian, conservator, or other fiduciary acting for the principal the right to challenge the power of attorney or ask the Court to construe the power of attorney. S.C. Code Ann. § 62-8-116. Thus, as a fiduciary, Browning's theoretical actions were explicitly provided for by the Act.

The Court would note that S.C. Code §62-8-120 does provide for the award of “reasonable attorney’s fees and costs incurred in an action or proceeding that confirms the validity of the power of attorney or mandates acceptance of the power of attorney.” The Plaintiffs have not established that this provision applies or grants the Plaintiffs a private right of action under the Act.

Thus, summary judgment is appropriate.

CONCLUSION

For the foregoing reasons, the Defendants’ Motion for Summary Judgment is granted as to all causes of action.

AND IT IS SO ORDERED.

E-signature of Judge Gravely to follow



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	Civil Action No.: 2022-CP-23-04055
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust of	)	
Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist	)	ORDER GRANTING KIKI'S KARE, LLC
Veterinary Services, LLC, Chestnut Ridge	)	d/b/a COMFORT KEEPERS, ERIN
Farm, LLC, and Hilly Street, LLC,	)	COUCHELL INDIVIDUALLY AND AS A
	)	MEMBER OF KIKI'S KARE, LLC, AND
Plaintiffs,	)	CHRIS COUCHELL INDIVIDUALLY AS
	)	A MEMBER OF KIKI'S KARE, LLC
v.	)	MOTION FOR SUMMARY JUDGMENT
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting,	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell	)	
Individually and as a member of Kiki's	)	
Kare, Chris Couchell Individually and as a	)	
member of Kiki's Kare, LLC, and Kerry	)	
Burnett McCreary,	)	
	)	
Defendants.	)	

This matter came before the Court on October 16, 2024, upon Defendants Kiki's Kare, LLC's d/b/a Comfort Keepers (hereinafter "Kiki's Kare"), Erin Couchell (hereinafter "Couchells"), and Chris Couchell (hereinafter "Couchells") Motion for Summary Judgment. Counsel for Kiki's Kare and The Couchells were represented by Robert M. Peele, III Esquire. Plaintiffs were represented by Devon M. Puriefoy, Esquire.

BACKGROUND

This case has a long and tortured history, and several iterations of this case have been filed in the Greenville County Probate Court. Dr. Stanford W. Grist was a prominent veterinarian in Greenville and formed a trust for his wife and children. Years later, Dr. Grist developed dementia

and his competency was contested. A dispute grew between family members as to who was Dr. Grist's Power of Attorney, as well as the issue of the competency of Dr. Grist. Litigation ensued where the Probate Judge appointed a Temporary Guardian and a Guardian Ad Litem.

On July 20, 2020, Kiki's Kare was selected as the 24-7 caregiver by the Court Appointed Guardian Ad Litem for Dr. Stanford Grist, Jennifer Browning (hereinafter "Browning") when Browning contacted Chris Couchell, principal of Kiki's Kare, and asked if Kiki's Kare would be able to provide 24-7 around the clock care for Dr. Grist. Kiki's Kare began providing care for Dr. Grist on September 8, 2020, and provided care to Dr. Grist until June 28, 2022, when Dr. Grist was admitted to the hospital with dementia related issues. On August 8, 2022, when Dr. Grist was being released from the hospital, it was recommended by Browning and Tracy Parsons to Chris Couchell for Kiki's Kare to have two caregivers providing around the clock care for Dr. Grist. Mr. Couchell told both Browning and Parsons that he did not think that would be possible.

On August 21, 2021, Plaintiffs filed a Summons and Complaint in this matter against Kiki's Kare, Chris Couchell, and Erin Couchell, among seven other defendants, an Amended Summons and Complaint on August 15, 2022 and a Second Amended Summons and Complaint on January 24, 2024. In the 2nd Amended Complaint, Plaintiffs assert the following causes of action against Kiki's Kare and Couchell: Negligence/Gross Negligence (1st); Negligent hiring, negligent training and Negligent supervision (2nd); Abuse of Process/Aiding and Abetting Abuse of Process (3rd); Civil Conspiracy (4th); Violation of Unfair Trade Practice Act (5th); and Violation of the Power of Attorney Act (8th).

On May 22, 2024, Kiki's Kare and The Couchells filed a Motion to Sever several causes of action pertaining to probate issues; while having nothing to do with Kiki's Kare or The Couchells, which this Court granted on August 9, 2024.

On May 22, 2024, Kiki's Kare and The Couchells filed the instant Motion for Summary Judgment, asking this Court to dismiss the remaining causes of action against Kiki's Kare and The Couchells as there is no issue of material fact and Kiki's Kare and The Couchells are entitled to Summary Judgment as a matter of law.

STANDARD OF REVIEW

A court will grant a moving party's motion for summary judgment when "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC. A fact is "material," for summary judgment purposes, if it might affect the outcome of the suit under the governing law. See Hupp v. Cook, 931 F.3d 307 (4th Cir. 2019) (interpreting Federal Rules of Civil Procedure equivalent of Rule 56, SCRPC); see also Salmonsens v. CGD, Inc., 377 S.C. 442, 661 S.E.2d 81 (2008) (noting that interpretations of the Federal Rules of Civil Procedure are instructive in interpreting their South Carolina counterparts); S.C. Tax Com'n v. Union Cty. Treasurer, 295 S.C. 257, 368 S.E.2d 72 (Ct. App. 1988) (the same).

In determining whether any triable issues of fact exist, the court must view both the evidence and all reasonable inferences able to be drawn from the evidence in the light most favorable to the non-moving party. See Simmons v. Tuomey Regional Medical Center, 341 S.C. 32, 533 S.E.2d 312 (2000). Nonetheless, a court, "cannot ignore facts unfavorable to the [the non-moving] party and [it] must determine whether a verdict for the party opposing the motion would be reasonably possible under the facts." Bloom v. Ravoir, 339 S.C. 417, 423, 529 S.E.2d 710, 713 (2000). Accordingly, the court must search the proof to ascertain whether it discloses a real issue rather than a formal, perfunctory or shadowy one. See Saluda Motor Lines v. Crouch, 300 S.C. 43, 46, 386 S.E.2d 290, 292 (Ct. App. 1989).

The plain language of Rule 56(c), SCRCP, mandates the entry of summary judgment against a party who fails to make a showing sufficient to establish the existence of an element essential to the party's case and on which that party will bear the burden of proof at trial. See Bray v. Marathon Corp., 347 S.C. 189, 553 S.E.2d 477 (Ct. App. 2001). With respect to an issue on which the non-moving party has the burden of proof, the moving party may point out to the trial court that there is an absence of evidence to support the non-moving party's case. See Hedgepath v. AT&T, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001). The non-moving party must then "do more than simply show that there is some metaphysical doubt as to the material facts" but "must come forward with *specific facts* showing that there is a genuine issue for trial." Id. (Emphasis added). "[W]hen plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted." Moore v. Barony House Restaurant, LLC, 382 S.C. 35, 40, 674 S.E.2d 500, 503 (Ct. App. 2009).

On August 23, 2023, the Supreme Court of South Carolina handed down an opinion in Kitchen Planners, LLC v. Friedman, clarifying the applicable standard for motions for summary judgment under Rule 56, SCRCP. The Court rejected the "mere scintilla" standard and restored Rule 56(c)'s plainly stated standard "requiring the party opposing the motion show a 'reasonable inference' to be drawn from the evidence." Kitchen Planners, LLC v. Friedman, No. 2020-001669, 2023 WL 5420401, at *2 (S.C. Aug. 23, 2023).

Ultimately, the Supreme Court opined,

We now clarify that the "mere scintilla" standard does not apply under Rule 56(c). Rather, the proper standard is the "genuine issue of material fact" standard set forth in the text of the Rule. As we stated in Town of Hollywood v. Floyd, "it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine." 403 S.C. at 477, 744 S.E.2d at 166. To the extent what we said in Hancock is inconsistent with our decision today, Hancock is overruled.

Id. at *3.

DISCUSSION

For the reasons set forth below, summary judgment in favor of Kiki's Kare and The Couchells is appropriate.

I. The Court grants Kiki's Kare and The Couchells Summary Judgment as to the allegations that Kiki's Kare overly prescribed medications to Dr. Stanford Grist.

One of the claims asserted in the Second Cause of Action allege that the employee of Kiki's Kare and Couchells overprescribed medications. The Plaintiffs have failed to submit any evidence that Kiki's Kare, Couchells or their agents or employees prescribed medications to *any* client, much less to Dr. Stanford Grist. Chris Couchell testified in his deposition and an affidavit submitted in support of his Motion for Summary Judgment that Kiki's Kare is not a physician, hospital, or a pharmacy. Plaintiffs presented no evidence in support of its allegations of over prescribing medications and failed to establish a genuine issue of material fact; therefore, Kiki's Kare and The Couchells are entitled to Summary Judgment as a matter of law as to this claim.

II. Negligence, Negligent Hiring, Negligent Training, and Negligent Supervision.

a. Kiki's Kare actions surrounding the sexual encounter between Kerri McCreary and Dr. Grist

In their first cause of action, the Plaintiffs allege that Kiki's Kare, as employer of McCreary, was negligent and/or grossly negligent as a result of McCreary's sexual abuse of Dr. Grist. The Second Cause of action for Negligent hiring, supervision and training are based on the same allegations. The record clearly shows that Kiki's Kare was alerted to a possible allegation of sexual abuse performed by Kerri McCreary on Dr. Grist on or about May 25, 2021. According to the record, Tracy Parsons advised Kiki's Kare that Stacey Grist had reported that her father told her that he had a sexual encounter with Kerri McCreary. The same day, Kiki's Kare immediately removed McCreary from Dr. Grist's shift and started an investigation.

On May 27, 2021, Kerri McCreary was brought into Kiki's Kare's office for questioning about Stacey Grist's allegation of a sexual encounter. Three Kiki's Kare employees were present at the meeting. At this meeting, McCreary described the various instances of inappropriate conduct involving her and Dr. Grist. There is no evidence that Kiki's Kare had any knowledge of McCreary's conduct prior to her admission on May 27, 2021. The same day Comfort Keepers fired her and reported the incident to DHEC and the Greenville County Sherriff's Office.

The Court finds that the Plaintiffs have failed to provide any evidence that Kiki's Kare or Couchells were negligent in the handling of this situation, negligent in supervising or training McCreary.

Kiki's Kare and Couchell argue that they are immune from civil liability under The Omnibus Adult Protection Act (the "Act") and the case of Williams v. Watkins, 379, SC 530, 665 S.E.2d 243 (Ct. App. 2008). Their argument is misplaced. In Williams, a supervisor for the Babcock center reported to the Sheriff's department that a caregiver and her husband had sexually abused a disabled child. As a result, the caregiver and her husband sued the supervisor and Babcock Center for defamation and intentional infliction of emotional distress as a result of the reporting of the alleged abuse. In Williams, the Court of Appeals held that the Act provided immunity from civil liability for claims "stemming from their reporting the suspected abuse of a vulnerable adult." Ibid at 533. But Williams nor the Act stand for the proposition that a mandatory reporter is immune from all civil liability, but only if the claims arise out of the reporting of the alleged abuse—which is not the basis of Plaintiffs' claim in this case. Therefore, the Court rejects these defendants' argument under the Act and Williams.

b. Negligent Hiring and Liability under Respondeat Superior

Before McCreary was hired, Kiki's Kare required her to fill out an application, where Kiki's Kare contacted her previous employers to conduct a background check and to verify her references, a perfectly acceptable criteria before deciding whether or not to hire a perspective employee. McCreary's actions after being hired, while not desirable, does not subject Kiki's Kare, or The Couchells to any civil liability under the law.

The case of Jenkins v. CEC Entertainment Inc., 421 F.Supp.3d 257 (2019) is illustrative. There Jenkins, a Plaintiff, attempted to sue tortfeasor employer CEC Entertainment under a negligent hiring theory, among others. In regards to the negligent hiring theories, the Jenkins court determined, "[W]here an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring, supervising, or training ... the employee." James v. Kelly Trucking Co., 377 S.C. 628, 661 S.E.2d 329, 330 (2008). "Negligent hiring cases 'generally turn on two fundamental elements—knowledge of the employer and foreseeability of harm to third parties.'" Kase v. Ebert, 392 S.C. 57, 707 S.E.2d 456, 459 (2011) (quoting Doe v. ATC, Inc., 367 S.C. 199, 624 S.E.2d 447, 450 (2005)). "The issue of an employer's knowledge concerns the employer's awareness that the employment of a specific individual created a risk of harm to the public." Holcombe v. Helena Chemical Co., 238 F. Supp. 3d 767, 770 (D.S.C. Feb. 23, 2017) (quoting Williams v. Preiss–Wal Pat III, LLC, 17 F. Supp. 3d 528, 538 (D.S.C. 2014)). As for foreseeability, while it "is usually an issue of fact, 'the court should dispose of the matter on a dispositive motion when no reasonable factfinder could find the risk foreseeable or the employer's conduct to have fallen below the acceptable standard.'" Kase, 707 S.E.2d at 459. The claim of negligent supervision also hinges on foreseeability. "An employer owes a duty of care to a third party when the possible harm resulting to the third party by the employee could have been reasonably anticipated by the

employer.” Rickborn v. Liberty Life Ins. Co., 321 S.C. 291, 468 S.E.2d 292, 299 (1996). See Holcombe, 238 F. Supp. 3d at 772 (recognizing that “although some South Carolina cases mention intentional harm as an element of negligent supervision claims, others do not,” and explaining that the “unifying feature of the latter line of cases is that the employee caused the harm while acting within the scope of his employment”).

Claims of negligent hiring and negligent supervision typically concern the tortious actions of a specific, individual employee, and the employer's knowledge or lack thereof that the employee would cause harm to the public. See, e.g., Holcombe, 238 F. Supp. 3d at 770 (granting summary judgment on negligent hiring claim where record contained “no evidence of any pre-hiring acts of wrongdoing by [the employee], let alone acts that might be similar to the incident [at issue therein]”). Jenkins v. CEC Entertainment Inc., 421 F.Supp.3d at 264-265 (2019).

The Jenkins Court ruled that CEC Entertainment did not have the requisite knowledge that tortfeasor employee would have participated in the negligent conduct that subjected him to liability which would attach to the employer. The lack of foreseeability that CEC Entertainment was subjected to absolved it of liability.

This Court finds that Kiki’s Kare did not have the requisite knowledge and lacked the foreseeability requirements as outlined in Jenkins and Kelly Trucking in knowing that McCreary would be involved in a sexual relationship with a client. Her proclivity for sexual relations was not uncovered through a background check of her as well as verifications from prior employers. In other words, Ms. McCreary did not have any documentative history of sexual misconduct in her past.

The alleged conduct of Ms. McCreary was clearly outside the scope of employment and therefore, her actions would not bind Kiki’s Kare or Couchells for this conduct under respondeat

superior. Criminal conduct—particularly an intentional sexual assault against a vulnerable adult—is not within the scope of any employment. Such behavior is never “reasonably necessary to accomplish the purpose of the servant’s employment” or “done in furtherance of the master’s business.” Rather, it is “wholly disconnected with [the servant’s] employment” and furthers only the employee’s personal satisfaction. Courts across the country, including in South Carolina, have so held. *See, e.g., Anderson v. United States*, No. 8:12-cv-3203-TMC, 2016 U.S. Dist. LEXIS 9225, at *31 (D.S.C. Jan. 27, 2016) (“South Carolina courts have specifically considered whether an employee was acting within the scope of his employment when he commits a sexual assault. In all four cases, South Carolina courts have found that the sexual advances were outside the scope of employment.”) (citing *Frazier v. Badger*, 361 S.C. 94, 603 S.E.2d 587 (2004); *Doe v. S.C. State Budget & Control Bd.*, 329 S.C. 214, 494 S.E.2d 469 (Ct. App. 1997); *Loadholt v. S.C. State Budget & Control Bd.*, 339 S.C. 165, 528 S.E.2d 670 (Ct. App. 2000); *Padgett v. S.C. Ins. Reserve Fund*, 340 S.C. 250, 531 S.E.2d 305 (Ct. App. 2000)); *Lee v. Jones*, No. 1:14-cv-04159-JMC, 2015 U.S. Dist. LEXIS 78325, at *19 (D.S.C. June 17, 2015) (“[P]ursuant to South Carolina agency law, [the employee] was not furthering his employer’s interest in sexually assaulting Plaintiff.”)

As discussed above, the Plaintiffs have failed to establish any genuine issue of material fact as to the various causes of action based on negligence, therefore, Kiki’s Kare and the Couchells are entitled to Summary Judgment as to the First and Second Causes of Action.

The Court makes no finding whether Ms. McCreary sexually abused Dr. Grist. Since the Court has granted Summary Judgment as to the Plaintiffs’ claims relating to this issue, there is no need to address her conduct and whether it constituted abuse or not.

ADDITIONAL CAUSES OF CAUTION AGAINST THESE DEFENDANTS

In the Second Amended Complaint, the Plaintiffs asserts various other claims against Kiki's Kare and/or the Couchells, either by way of specific allegations in the causes of action or through general allegations against "all Defendants". These include the claims for Abuse of Process/Aiding and Abetting Abuse of Process (3rd); Civil Conspiracy (4th); Violation of Unfair Trade Practice Act (5th); and Violation of the Power of Attorney Act (8th). Even though these claims have been asserted against Kiki's Kare and/or Couchells, they were not addressed in Defendants' Motion for Summary Judgment nor their Memorandum in Support of their Motion for Summary Judgment, oral argument nor the proposed Order by counsel. Therefore, the Court's ruling does not address these specific causes of action in this Order, but these Defendants are not foreclosed from asserting their right to Summary Judgment in a future Motion.

CONCLUSION

Therefore, the Court grants Kiki's Kare and the Couchell's Motion for Summary Judgment as to the 1st Cause of action for negligence/gross negligence and the 2nd cause of action for negligent hiring, training and supervision. The remaining causes of action against these defendants have not been addressed in this order.

IT IS SO ORDERED.

E-signature of Judge Gravely to follow



Greenville Common Pleas

Case Caption: Stacey Grist , plaintiff, et al vs. Priscilla Mickie Grist , defendant, et al
Case Number: 2022CP2304055
Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2025-01-03 13:42:57 page 11 of 11

FILED

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN RE: STANFORD W. GRIST)

Priscilla Mickie Grist)

Petitioner,)

vs.)

Stanford W. Grist, Stacey Desiree Grist)
and Charlotte Roxanne Grist)

Respondents.)

IN THE PROBATE COURT JUL 13 2020

GREENVILLE COUNTY
PROBATE COURT

C.A. No.: 2020GC23 _____

2020GC2300088

SUMMONS

TO THE RESPONDENT(S):

YOU ARE HEREBY SUMMONED AND REQUIRED TO ANSWER THE ~~Petition~~ in this
action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the
said Petition on the subscribers at 601 E. McBee Avenue, Greenville, South Carolina, 29601,
within thirty (30) days, exclusive of the day of such service. If you fail to answer the Petition in
the time aforesaid, judgement by default will be rendered against you for the relief demanded in
the Petition.

Ashmore Leaphart & Rabon, LLC


R. O'Neil Rabon, Jr. (SC Bar #4621)
H. Hall Provence IV (SC Bar #100727)
601 E. McBee Avenue, Ste. 200
PO Box 10766 (29603)
Greenville, SC 29601
(864) 271-2594

July 9, 2020
Greenville, South Carolina

Attorney for the Petitioner

Case Number:

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF:

STANFORD W. GRIST,

an alleged incapacitated individual.

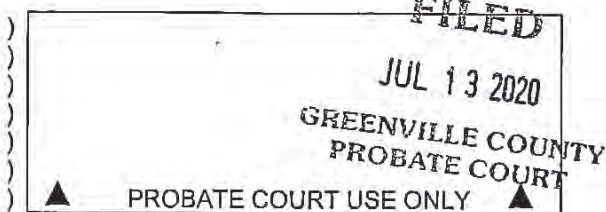
Priscilla Mickie Grist,

Petitioner(s),

vs.

**Stanford W. Grist, Stacey Desiree Grist,
and Charlotte Roxanne Grist**

Respondent(s).*



IN THE PROBATE COURT

CASE NUMBER 2020-GC-23-

2020GC2300088

PETITION FOR:

☒ FINDING OF INCAPACITY

☒ APPOINTMENT OF:

(Check appropriate box(es))

☒ GUARDIAN

☒ EMERGENCY GUARDIAN

☐ TEMPORARY GUARDIAN

☐ SUCCESSOR GUARDIAN

*You must include the alleged incapacitated individual (A.I.I.) as a Respondent.

1. Petitioner(s): **Priscilla Mickie Grist**

Relationship to the alleged (A.I.I.), if any, or your interest in this proceeding: **Daughter**

2. Information about A.I.I.

Name: **Stanford W. Grist** Age: **72**

Date of Birth: **04/12/1948**

Last 4 digits of Social Security Number: **XXX-XX-9154**

Address: **900 Old Highway 25 South**

City/State/Zip: **Travelers Rest, SC 29690**

Telephone: (Home): (Cell): **N/A**

Email: **N/A**

The address provided for the A.I.I. is his/her: Home ☒; a Facility ☐; Other ☐ (please specify):

3. Existing legal documents and/or legal appointments relating to the A.I.I.

To my knowledge, the A.I.I.:

☒ Does have

☐ Does not have a Will

☒ Does have

☐ Does not have a general Durable
Power of Attorney (POA)

☐ Does have

☒ Does not have a Health Care POA

☐ Does have

☒ Does not have a Living Will

☐ Does have

☒ Does not have a Guardian

☐ Does have

☒ Does not have a Conservator or Trustee

If the A.I.I. does have any of the above-named documents, copies must be provided with this Petition or an explanation provided as to why the document is not available.

4. Jurisdiction:

☒ The A.I.I. has been physically present in South Carolina for the six (6) month period immediately preceding the filing of this petition or for at least six (6) consecutive months ending within the six (6) month period immediately preceding the filing of this petition.

Case Number:

If the A.I.I. has not been physically present in South Carolina for the period of time described above, explain what connections the A.I.I. has to South Carolina. Please refer to SC Code §§ 62-5-700 through 62-5-711.

5. Venue (check all that apply):

Venue for this proceeding is proper in this county because the A.I.I.:

- ☐ resides in this county and has resided in this county for more than six (6) months;
- ☒ resides in this county (this is his/her county of residence);
- ☐ is physically present in this county at this time; or
- ☐ is admitted to an institution in this county pursuant to an order of a court of competent jurisdiction, but this is not the county of residence.

If the A.I.I. has not resided in this county for the six (6) months preceding this action, state the address where the A.I.I. did reside or where he/she is currently residing:

6. Information about family of the A.I.I. – You must provide information about the spouse and any children of the A.I.I.; if there is no spouse or adult children, then list his/her parents. If no parents are living, then list the closest adult relative(s).

****Spouse:** N/A

Address:

City/State/Zip:

Telephone: (Home): (Cell):

Email:

****If deceased, a certified death certificate is required.**

Children of A.I.I.:

Name	Address	Year of Birth
Priscilla Mickie Grist;	40 Rowley Street, Unit 101, Greenville, SC 29601;	1977
Stacey Desiree Grist;	250 Pharr Road NE, Apt. 701, Atlanta, GA 30305;	1978
Charlotte Roxanne Grist;	732 11 th Ave., E. Apt. 305, Seattle, WA 98102;	1982

(IF REQUIRED) Living Parents of A.I.I.:

Name	Address

(IF REQUIRED) Closest Living Adult Relative(s) of A.I.I. – use additional paper if needed:

Adult Relative:

Address:

City/State/Zip:

Telephone: (Home): (Cell):

Email:

7. Information about any other interested parties such as a Conservator, trustee, representative payee, agent under a general durable power of attorney, Guardian, or a health care agent under a health care power of attorney.

Name	Address	Relationship to A.I.I.

Case Number:

8. Rights and Powers of the A.I.I. (See § 62-5-304A.)

(If you are the A.I.I. in this matter, you should be prepared to defend the assertion that any of the following rights should be removed; however, the burden is on the Petitioner to show why.)

Do you believe the A.I.I. should retain the following rights to:

a. Make decisions about health care and medical treatment?	☐ YES	☒ NO
b. Choose a physician?	☐ YES	☒ NO
c. Make end-of-life decisions?	☐ YES	☒ NO
d. Authorize disclosure of confidential information?	☐ YES	☒ NO
e. Choose where to live?	☐ YES	☒ NO
f. Participate in social and religious activities?	☐ YES	☒ NO
g. Vote?	☐ YES	☒ NO
h. Consent to or refuse educational services?	☐ YES	☒ NO
i. Contract for marriage?	☐ YES	☒ NO
j. File for divorce?	☐ YES	☒ NO
k. Travel independently?	☐ YES	☒ NO
l. Be employed without Guardian consent?	☐ YES	☒ NO
m. Operate a vehicle?	☐ YES	☒ NO
n. Pay his or her bills?	☐ YES	☒ NO
o. Enter into contracts?	☐ YES	☒ NO
p. Bring or defend a lawsuit?	☐ YES	☒ NO
q. Make gifts?	☐ YES	☒ NO
r. Create a will?	☐ YES	☒ NO
s. Create a trust?	☐ YES	☒ NO

If you answered NO to any of the above-listed rights, please explain:

A.I.I. is diagnosed with cognitive impairment and major neurocognitive disorder, generalized anxiety, and brain lipoma. He is unable to make decisions regarding his care and is incapable of taking his medications as prescribed without assistance.

9. Any other rights and powers not specifically stated here that the Court should address:

10. Please note any of the rights in Question 8 you believe should be given to the Guardian (*vested in the Guardian*) to exercise on behalf of the incapacitated individual and/or for which the written consent of the Guardian should be obtained prior to exercising such right. Some rights, such as voting, cannot be given to the Guardian.

11. THE AUTHORITY TO MAKE DECISIONS ABOUT HEALTH CARE, MEDICAL TREATMENT, AND PLACEMENT FOR THE A.I.I.

a. Why do you believe the A.I.I. needs a Guardian/Successor Guardian to provide continuing care and supervision? Provide a brief description of the nature and extent of the alleged incapacity. (See 62-5-403(B)(6)).

A.I.I. is diagnosed with cognitive impairment and major neurocognitive disorder, generalized anxiety, and brain lipoma. He is unable to make decisions regarding his care and is incapable of taking his medications as prescribed without assistance.

Case Number:

- b. Is there a less restrictive alternative? If so, please explain.

No

- c. In what ways is the alleged incapacitated individual able to provide for health, education, maintenance, and support for himself/herself and his or her dependents?

He is not able to do this.

- d. Is it necessary to hold any type of emergency or temporary proceeding to protect the physical person of the A.I.I., to make immediate decisions concerning health care or medical treatment, or is the appointment of a temporary Guardian necessary before a final hearing can be held on this Summons and Petition? *(If seeking emergency or temporary relief, use Form #512GC or Form #513GC.)*

☐ NO. ☒ YES. If yes, please explain:

A.I.I. is prescribed several medications and the failure to have these administered can be most impactful on him. In addition to his cognitive and brain issues, he has hypothyroidism and is supposed to be checked on a regular basis. He is incapable of taking his medication or make medical decisions on his own and has experienced significant weight loss over the past few months. His brain tumor also affects his ability to balance and he has many falls.

- e. Why does the A.I.I. need a Guardian to give consents or approvals that may be necessary to enable the A.I.I. to receive medical or other professional care, counsel, treatment?

A.I.I. is unable to make his own medical decisions.

- f. What does the A.I.I. need for care, assistance, protection, or supervision on a daily basis?

A.I.I. is prescribed several medications and the failure to have these administered can be most impactful on him. In addition to his cognitive and brain issues, he has hypothyroidism and is supposed to be checked on a regular basis. He is incapable of taking his medication or make medical decisions on his own and has experienced significant weight loss over the past few months. His brain tumor also affects his ability to balance and he has many falls.

- g. Has a Guardian appointed by a will accepted such appointment?

☒ NO. ☐ YES. If yes, please explain and provide a copy of the will.

- h. I request the appointment of *(if someone other than Petitioner)*:

Name:

Relationship to A.

Address:

City/State/Zip:

Telephone: (Home): (Cell):

Email:

- i. Priority of appointment for the proposed Guardian *(Petitioner or person named in 11h., above)*:

☐ A previously appointed Guardian or his/her nominee;
☐ Person nominated to serve as Guardian by the A.I.I., if the A.I.I. has sufficient mental

Case Number:

- ☐ capacity to make a reasoned choice;
- ☐ An agent designated in a recorded Power of Attorney whose authority includes powers relating to the care of the A.I.I. or their nominee;
- ☐ Spouse of the A.I.I. or person nominated as testamentary Guardian in the probated will of the spouse or their nominee;
- ☒ Adult child of the A.I.I. or their nominee;
- ☐ Parent of the A.I.I. or person nominated as testamentary Guardian in the probated will of the parent or their nominee;
- ☐ Closest adult relative to the A.I.I. (specify relationship);
- ☐ Person with whom the A.I.I. resides (this does not include a health care facility, group home, homeless shelter, or prison);
- ☐ Person nominated by a health care facility caring for the A.I.I.; or
- ☐ Other (specify):

j. What does the A.I.I. own?

- ☐ Real property - Address:
- ☐ Vehicle - Make/Model/Value:
- ☐ Bank Account - Bank and current balance:
- ☐ Monthly Income - Source and amount:

VERIFICATION

The Petitioner, being sworn, states: That the facts set forth in the foregoing Petition are true to the best of the Petitioner's knowledge, information, and belief.

SWORN to before me this 24th day of
JULY, 20 20.

H. Hall Provence IV
Print Name: H. Hall Provence IV
Notary Public for: SOUTH CAROLINA
(State)

My Commission Expires: 05/22/2023
(Date)

SWORN to before me this _____ day of
_____, 20____

Print Name:
Notary Public for: _____
(State)

My Commission Expires: _____
(Date)

Applicant/Petitioner

Signature: Priscilla Mickie Grist

Print Name: PRISCILLA MICKIE GRIST

Address: 40 ROWLEY ST, UNIT 101

GREENVILLE, SC 29601

Preferred Telephone: 864-238-7733

Secondary Telephone: N/A

Email: N/A

Co-Applicant/Petitioner

Signature: _____

Print Name: _____

Address: _____

Preferred Telephone: _____

Secondary Telephone: _____

Email: _____

This section is to be signed by the individual(s) nominated to serve in one of the roles listed below.

QUALIFICATION AND STATEMENT OF ACCEPTANCE

FORM #530GC (01/2019)

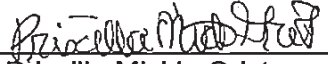
62-1-302, 62-5-107, 62-5-201, 62-5-301, 62-5-302, 62-5-303, 62-5-304,
62-5-304A, 62-5-305, 62-5-307, 62-5-309, 62-5-310, 62-5-311, 62-5-701

Page 7 of 7

Case Number:

I agree to serve as appointed and to perform the duties and discharge the trust of the office of (*check the applicable choices*): ☒ Guardian OR ☐ Successor Guardian for Stanford W. Grist (*Name of A.I.I.*).

Executed this 9 day of JULY, 2020.

Signature: 
Printed Name: Priscilla Mickie Grist

Signature:
Printed Name:

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Trustee of the Second	)	
Amended Trust of Stanford W. Grist	)	
living Trust dated December 5, 2005,	)	C.A. No.: 2022-CP-23-
Stanford Grist Veterinary Services LLC,	)	
Chestnut Ridge Farm LLC, and	)	
Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell Individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to respond to the Plaintiffs **COMPLAINT** filed in the above action, a copy of which is herewith served upon you, and to serve a copy of your response upon the subscriber at his office located at 3 Boyce Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to appropriately respond hereto within that time period, the Plaintiff herein will apply to the Court for the relief demanded in the attached **COMPLAINT** and a Judgment by Default will be rendered against you for the relief demanded in the attached **COMPLAINT**.

Respectfully Submitted this
29th day of July, 2022

TRULUCK THOMASON, LLC

s/John-Paul Baum

John-Paul Baum

Bar No.: 104938

s/Devon M. Puriefoy

Devon M. Puriefoy

Bar No.:102097

s/ Kimberly Thomason

Kimberly Thomason

Bar No.:79179

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

Fax: (864) 243-8115

devon@truluckthomason.com

johnpaul@truluckthomason.com

kim@truluckthomason.com

Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Trustee of the Second	)	
Amended Trust of Stanford W. Grist	)	
living Trust dated December 5, 2005,	)	C.A. No.: 2022-CP-23-
Stanford Grist Veterinary Services LLC,	)	
Chestnut Ridge Farm LLC, and	)	
Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	COMPLAINT
	)	(Jury Trial Demand)
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE ABOVE NAMED DEFENDANTS:

Stacey Grist as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, ("Trustee"), Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC (*collectively referred to as the "Plaintiffs"*) by and through their undersigned counsel, complaining of Defendants Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary (*collectively referred to as the "Defendants"*), allege as follows:

INTRODUCTION

This action concerns a daughter enforcing her father's wishes. Through this action, Plaintiffs respectfully requests that this Court punish the Defendants for their egregious acts against a highly respected retired veterinarian.

JURISDICTION AND VENUE

1. Stacey Grist is the Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005 (the "Trust"). The Trust assets are located in Greenville, South Carolina.

2. Stanford Grist Veterinary Services, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.

3. Chestnut Ridge Farm, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.

4. Hilly Street, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.

5. Plaintiff, Stacy Grist, individually and as Trustee of the Trust is a resident of Greenville County, South Carolina.

6. Upon information and belief, Priscilla Mickie Grist ("Mickie") is a citizen and resident of Greenville County, South Carolina.

7. Upon information and belief, Caroline York Grist Lyon ("Caroline") is a citizen and resident of Georgia.

8. Upon information and belief, Leyland H. Lyon, Jr. ("Leyland") is a citizen and resident of Georgia.

9. Upon information and belief, Jennifer Browning (“Ms. Browning”) is a citizen and resident of Greenville, South Carolina.

10. Browning Geriatrics Consulting LLC is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.

11. Upon information and belief, Tracy Parson is an unlicensed professional counselor that is a citizen and resident of Greenville, South Carolina.

12. Upon information and belief, Kiki’s Kare, LLC d/b/a Comfort Keepers (“Comfort Keepers”), is a South Carolina limited liability maintaining its principal place of business in Spartanburg, South Carolina

13. Upon information and belief, Erin Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

14. Upon information and belief, Chris Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

15. Upon information and belief, Kerry Burnett McCreary is a citizen and resident of Pickens County, South Carolina.

16. Pursuant to S.C. Code Ann. § 15-7-30, venue for this case properly lies in Greenville County, South Carolina as the alleged acts occurred in Greenville County.

17. For the foregoing reasons, jurisdiction and venue are proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

18. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

19. Between 2005 to 2020, Dr. Stanford W. Grist (“Dr. Grist”) took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

20. In 2005, Dr. Grist executed his revocable Trust. Dr. Grist named himself as the Trustee of his Trust and upon his incapacity or death, Leyland was to serve as the successor Trustee. On the same day, Dr. Grist executed a General Durable Power of Attorney naming Leyland as his Attorney-In-Fact.

21. Over time, however, Dr. Grist began reevaluating his succession plan, and upon discovery that thousands upon thousands of dollars were misappropriated by Leland and Caroline from the Veterinary Business, Dr. Grist elected to amend his corporate documents, as well as his estate documents to remove Leyland and Caroline as successor Trustees and to name Stacey Grist (“Plaintiff”) as an officer of the Business and as successor Trustee under the Trust.

22. On or about February 19, 2019, Dr. Grist went to a well-known, and well-respected firm in Greenville, South Carolina to amend his Durable Power of Attorney (the “POA”) to reflect his desire that his daughter, Plaintiff, serve as his attorney-in-fact upon his incapacity (springing powers defined in the POA). Article IX, Section 3 of the Durable Power of Attorney specifically nominated “...Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary.”

23. On or about May 1, 2019, Dr. Grist went back to the same law firm in Greenville, South Carolina to amend his Trust to reflect his desire that Plaintiff serve as his successor Trustee. The drafting attorney very astutely elected to execute an affidavit stating that Dr. Grist had capacity to execute such documents. In addition to this safeguard, the drafting attorney also thought it necessary for Dr. Grist to submit to an independent medical evaluation by a disinterested third-party, which confirmed the drafting attorney's belief that Dr. Grist was of sound mind.

24. At all times since the May 1, 2019 amendment Plaintiff served as Dr. Grist's attorney-in-fact upon any determination of incapacity and as successor trustee, as well as an active participant in the operation of the Business.

25. A little over a year later, Dr. Grist went to another highly regarded law firm located in Greenville, South Carolina to make further amendments to his Trust. The May 13, 2020 amendment to the Trust revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff as his successor trustee, in place.

26. The Trust originally provided that the beneficiaries to the Trust, Mickie, Stacey Grist, and Charlotte Grist, would receive equal shares of the Trust assets *per stirpes*.

27. In the May 13, 2020 amendment Dr. Grist took away any ownership interest Mickie had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the "Companies"), and left Mickie all stocks and bonds being held in Trust. Dr. Grist then split the Companies equally between Stacey Grist and Charlotte Grist.¹

¹ The Companies had a combined value that far exceeded the value of the stocks and bonds left to Mickie.

28. The drafter of the May 13, 2020 amendment also had Dr. Grist submit to an independent medical examination by a disinterested third-party. Both the physician and the drafting attorney found Dr. Grist to be of sound mind. Dr. Grist also informed Mickie of the changes and invited her to meet with the attorney as well to fully understand the change. After learning of this change Mickie subsequently submitted her formal resignation as Dr. Grist's Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that no longer wanted this responsibility.

29. Then immediately following her resignation as HCPOA, Mickie set about to take Dr. Grist to an unplanned doctor's appointment to have "papers signed" with no explanation. On June 26, 2020, Dr. Grist called his ex-wife who he remains very close to, to ask her help because Mickie was trying to force him into the car to take him to a doctor appointment. Ms. Grist came to his aid and was forced to call the police to stop Mickie and the man with her. A police report was issued detailing the concern that Mickie was using this tactic as a means to get to Dr. Grist's money as she was being pursued by debt collectors. Again this was after she previously resigned as his HCPOA.

30. Approximately two months after the May 13, 2020 amendment to the Trust eliminating Mickie's interest in the businesses, Mickie and Caroline put into action their calculated scheme to circumvent Dr. Grist's wishes in an effort to secure what they respectively believed to be a more favorable distribution of Trust assets to Mickie upon the incapacity or death of Dr. Grist than what his carefully drafted and thought out estate plan provided for her.

31. On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Mickie executed and submitted an ex-parte petition to the Greenville County Probate

Court seeking to be appointed guardian over Dr. Grist while specifically noting in the petition that Dr. Grist did not previously designate a guardian in his estate documents.

32. Caroline then filed a subsequent conservatorship petition based on vague and baseless allegations of Plaintiff improperly handling Dr. Grist's business and undue influence in the execution of the POA and the amendments to the Trust with absolutely no factual basis. She also stated that Dr. Grist had no Trustee with full knowledge that his Trust provided for a successor Trustee upon his incapacity.

33. These baseless allegations were dispelled of after Plaintiff voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.

34. The improper filing seeking Mickie's appointment to serve as Dr. Grist's guardian resulted in a determination that Dr. Grist was in fact mentally incapacitated. Following this determination, Mickie was replaced as guardian by Ms. Browning.

35. The family was initially confused by this petition and appointment as Dr. Grist expressly instructed that in the event of incapacity, Plaintiff was to serve as his guardian and conservator in order to avoid any such proceedings.

36. Within the coming months it became clear that the guardianship and conservatorship proceedings, which should have only affected Dr. Grist's estate assets, were intended to serve as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Mickie a third of the assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action.

37. Mickie's actions could have in no way been related to concern for Dr. Grist's health and wellbeing given that on May 28, 2020 she formally resigned as his Healthcare Power of Attorney expressly stating in the body of the resignation as her reason that she no longer wanted that

responsibility for his health. Then six weeks later on July 13, 2020 she filed for emergency appointment of herself as guardian for Dr. Grist. Mickie's abuse of process in filing what was clearly an unfounded petition without notice to Petitioner or any other family member, as well as her scheme to have Caroline file a petition for appointment of a conservator alleging undue influence as to the trust amendments and the appointment of Petitioner as POA, could only be construed as exactly what it was, an overt act to circumvent the terms of the Trust without triggering the absolute no Contest Provision which remained consistent in the original Trust and both amendments to the trust and which would result in Mickie's complete disinheritance for going against Dr. Grist's express wishes. Section 13.03 of the Trust provides:

If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of such beneficiary to take any interest given to such beneficiary under this trust or any trust created under this trust agreement shall be determined as it would have been determined had such beneficiary predeceased me with without surviving issue:

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement (c) my will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me or any amendments or codicils to any Document; or seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void or otherwise seeks to void, nullify or set aside a Document or any of its provisions... or Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions.

38. At a subsequent hearing on the temporary guardianship, Browning was appointed as Guardian ad litem. After her appointment she has had direct contact with Mickie and/or her counsel on no less than thirty-four (34) separate occasions, while Stacey Grist, as Trustee and Power of Attorney, has only been contacted twice.

39. Upon removal of Mickie as temporary guardian, the Court appoited Ms. Parsons who was and currently is tasked with ensuring Dr. Grist's safety and acting in his best interest was always being promoted.

40. In her capacity as guardian, Ms. Parson's contracted with Comfort Keepers to provide 24 hour a day, 7 days a week, 365 days a year in-home health care for Dr. Grist.

41. Dr. Grist's Trust bore the entire financial responsibility of this decision by Ms. Parson.

42. For reasons unknown to Plaintiff, Ms. Parsons went to great lengths to isolate Dr. Grist and prevent those who love him most from visiting.

43. Although the reasoning behind Ms. Parsons conduct is difficult to understand, Comfort Keepers has been openly, and seemingly intentionally, derelict in its duties to Dr. Grist which is evidenced by instances of overly prescribing medications, and exploitation of Dr. Grist's mental incapacity.

44. In fact, after having observed instances of inappropriate conduct by Comfort Keepers' employee(s) with Dr. Grist, Plaintiff demanded an investigation be conducted.

45. In the interim, on or about April 7, 2022, a hearing was conducted to determine whether Ms. Parson's guardianship would be extended at which time, having seen what Ms. Parsons' appointed in-home care was capable of, Plaintiff openly objected to the same.

46. In support of Ms. Browning's belief that Ms. Parson's guardianship needed to be extended Ms. Browning presented the Court with an email dated March 25, 2022, approximately two weeks before the hearing to remove Tracy Parsons, which purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm.

47. In further support of her contention that Ms. Parsons' guardianship should be extended, Ms. Browning submitted a letter to the court which referenced numerous falls that Dr. Grist had suffered.

48. Armed with these "facts," the Court extended Ms. Parsons' guardianship.

49. Coincidentally, upon Plaintiff's receipt of the records from Comfort Keepers, obtained via subpoena, it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, was completely fabricated.

50. Plaintiff was also made aware some time ago by her father of alleged sexual abuse by a Comfort Keepers employee. She reported the same to all parties. A video was reviewed by all and the guardian determined that no such abuse happened based on what could be seen. It was never revealed that any further evidence existed regarding the incident. Plaintiff only recently learned that an internal investigation by Comfort Keepers and Tracy Parsons had revealed that Comfort Keepers employee Kerry Burnett McCreary admitted as a part of the investigation that she had performed numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.

51. These verified instances of sexual exploitation were included in the internal investigation notes which also, shockingly, referenced Ms. Parsons belief that it was best to "let a sleeping dog sleep" as it related to reporting Ms. McCreary's conduct. Because of this belief, Ms. Parsons failed to report the same to the Court or any policing agency. Comfort Keepers did however report the incident as required by law. It is shocking that all of this took place behind the scenes and that an actual admission was obtained regarding the sexual abuse suffered by Dr. Grist at the hands of Ms. Parson's hired caregivers and Ms. Parsons did not think it was necessary to report it to anyone or to take any action at all to protect Dr. Grist.

52. The improperly filed conservatorship and guardianship proceedings have resulted in Dr. Grist being exposed to some of the most inhumane mental, physical, and sexual abuse one could imagine.

FOR A FIRST CAUSE OF ACTION

(Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants)

53. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

54. Between 2005 to 2020, Dr. Stanford W. Grist ("Dr. Grist") took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

55. Despite Dr. Grist's clear estate documents, Mickie and Caroline petitioned for the appointment of guardian and conservatorship in direct violation of Dr. Grist's clear directives. These proceedings were commenced not to ensure Dr. Grist's interests were being protected, but rather for ulterior purposes.

56. The above-referenced willful acts are not proper in the regular conduct of the proceeding and are intended only to financially benefit Mickie and Carline.

57. Once the legal proceedings commenced, it was clear that Mickie intended to change the estate documents so that she could get her 1/3 share back. Caroline wants the original Trust to be put back into place so that she as Trustee can have control of the business and drain its assets.

58. Mickie and Caroline had Ms. Browning exceed her scope as Guardian ad Litem duties and responsibilities by having her advocate, represent or attempt to represent the interests of Mickie and Caroline. Additionally, she exceeded the scope of her duties and responsibilities, which include, but are not limited to: interfering with issues between the family member; committing misconduct in knowingly misrepresenting facts in reports submitted to the Court; failing to take a guardian oath, covering up sexual misconduct of Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; making false reports regarding the court case; and committing misconduct in advocating and acting under an inherent conflict of interest in her performance of her duties.

59. Mickie and Caroline had Ms. Parson exceed the scope of her guardian duties and responsibilities which include, but are not limited to: by advocating, representing or attempting to represent the interests of Mickie and Caroline; exceeded the scope of her duties and responsibilities by interfering with issues between the family members and inheritance; failing to take a guardian oath; covering up sexual misconduct by Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; interfering with the legal process; committing misconduct in advocating and acting under an inherent conflict of interest in the performance of her duties; and making incomplete and misleading reports to the court to keep herself in place for her own self-interest.

60. Erin Couchell, Chris Couchell, and Comfort Keepers were hired by a court appointed guardian in violation of Dr. Grist's express wishes and his valid POA and Trust instrument.

61. In addition to the wrongful and improper acts described elsewhere herein, all other named Defendants helped aid and abet Mickie and Caroline exercise of control over Dr. Grist.

62. As a proximate result of the Defendants acts, Plaintiff has suffered actual, pain and suffering, and incidental damages. Additionally, Plaintiffs have suffered special damages, which include, but are not limited to, loss revenue of the companys and attorneys' fees due to the underlying action.

63. Additionally, as a result of the egregious acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SECOND CAUSE OF ACTION
(Civil Conspiracy as to all Defendants)

64. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

65. Upon information and belief, all named Defendants worked in combination with each other to further a conspiracy against Plaintiff.

66. In particular, Defendants, upon information and belief, committed the following acts, in addition to the wrongful and improper acts described elsewhere herein, in furtherance of the conspiracy:

- a. Defendants, upon information and belief, contrived a plan to exploit money from Plaintiff;
- b. Defendants, upon information and belief, contrived a plan to change Dr. Grist's estate documents;
- c. Defendants, upon information and belief, contrived a plan to use Dr. Grist's funds, namely Trust assets, for their own personal gain;
- d. Defendants, upon information and belief, contrived a plan to gain control over Dr. Grist;
- e. Defendants, upon information and belief named Comfort Keepers as Dr. Grist in-home care giver in direct violation of Dr. Grist's estate and Trust documents;
- f. Any other acts that may be discovered during these proceedings.

67. The intended purpose of the conspiracy was to gain control over Dr. Grist's assets, more specifically Trust assets, while seeking to avoid the No Contest Clause in the Trust and Will and what would have been the subsequent disinheritance of Mickie Caroline.

68. Plaintiffs have also suffered special damages as a direct and proximate result of the aforesaid conspiracy which include, but are not limited to, loss revenue of the Veterinary Business and diminution in the value of the Trust assets.

69. Plaintiff is entitled to a judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

70. Additionally, Plaintiff entitled to judgment against Defendants for punitive damages and attorney's fees.

71. Comfort Keepers, Erin Couchell, and Chris Couchell knew or should have known that its employees were engaging in these abusive acts and continued to allow employees to have access to the vulnerable adult.

72. Comfort Keepers had actual knowledge of its employee's propensity for conducting themselves in a manner dangerous to others.

73. Comfort Keepers continued to allow its employees to commit the acts herein alleged while they were working within the course and scope of employment without properly supervising its employees.

74. But for these aforementioned acts and as direct and proximate result of the named parties failing to properly train and supervise its employees, Dr. Grist has suffered actual, incidental, emotional, and severe physical harm which he will have to live with for the remainder of his life.

75. As a direct result of Comfort Keepers negligence, recklessness, willfulness wantonness, and malicious conduct to supervise its employees, Plaintiff has suffered and will continue to suffer for the rest of her life emotionally, physically, and economically.

76. Plaintiff is entitled to an award of punitive damages as to Comfort Keepers, Erin Couchell, and Chris Couchell for their negligence, recklessness, willfulness and wantonness, and malicious conduct while its employees committed the herein acts alleged which were within the course and scope of his employment for Comfort Keepers.

FOR A THIRD CAUSE OF ACTION

(Violation of the S.C. Unfair Trade Practices Act as to Tracy Parson, Jennifer Browning, Browning, LLC, Erin Couchell, Chris Couchell, and Comfort Keepers)

77. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

78. As above described, Defendants are engaged in “trade” or “commerce” within the meaning of those terms as used in §39-5-10(b) of the South Carolina Code.

79. Defendants gained control over the Dr. Grist illegally and have billed him improperly and at an astronomically higher rate than similar companies and/or persons. The wrongful conduct of Defendants constitutes unfair and deceptive acts and practices in the conduct of trade or commerce and, therefore, violates §39-5-20(a) of the South Carolina Code.

80. As above alleged, Defendants acted willfully in that they knew or should have known that their conduct constituted a violation of §39-5-20(a) of the South Carolina Code.

81. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition due to Defendants continuously being appointed for elderly people in the upstate of South Carolina.

82. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.

83. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

84. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times his actual damage.

85. Plaintiff is further entitled to recover reasonable attorney's fees and costs pursuant to §39-5-140 of the South Carolina Code.

FOR A FOURTH CAUSE OF ACTION

(Intentional Interference with a Business Contract as to Mickie and Caroline)

86. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

87. Plaintiff entered into a contract with numerous veterinarian and vet techs.

88. Despite the fact that Defendants were well aware of the existence of the Contract, they committed numerous acts so that veterinarian and vet techs would leave Stanford Grist Veterinary Services LLC. They also sought to force the sale of the business for personal gain in violation of the terms of the Trust.

89. Because of the aforementioned acts, Plaintiff has suffered actual, compensatory, and incidental damages. Additionally, Plaintiffs have suffered special damages, including, but not limited to, loss of revenue, expenses, and reduced company value.

90. Additionally, as a result of the acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

RESERVATION OF RIGHT TO AMEND

91. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

92. Plaintiff reserves the right to alter or amend this Complaint if additional information becomes available during the pendency of this litigation.

WHEREFORE, Plaintiffs prays for judgment against Defendants providing Plaintiff with the following relief:

- a. Awarding Plaintiff its actual, pain and suffering, and incidental damages.
- b. Awarding Plaintiff special damages, which include, but are not limited to, loss revenue of the companies and attorneys' fees due to the underlying action.
- c. Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.
- d. Plaintiff is entitled to an award of three times his actual damage pursuant to §39-5-10 et. seq.
- e. Plaintiff is entitled to all attorney's fees and costs;
- f. Any other such relief this Court deems appropriate.

Respectfully Submitted this
29th day of July, 2022

TRULUCK THOMASON, LLC

s/John-Paul Baum
John-Paul Baum
Bar No.: 104938
s/Devon M. Puriefoy
Devon M. Puriefoy
Bar No.: 102097
/ Kimberly Thomason
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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	AMENDED SUMMONS
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell Individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to respond to the Plaintiffs **COMPLAINT** filed in the above action, a copy of which is herewith served upon you, and to serve a copy of your response upon the subscriber at his office located at 3 Boyce Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to appropriately respond hereto within that time period, the Plaintiff herein will apply to the Court for the relief demanded in the attached **COMPLAINT** and a Judgment by Default will be rendered against you for the relief demanded in the attached **COMPLAINT**.

Respectfully Submitted this
15th day of August, 2022

TRULUCK THOMASON, LLC

s/John-Paul Baum

John-Paul Baum

Bar No.: 104938

s/Devon M. Puriefoy

Devon M. Puriefoy

Bar No.: 102097

s/ Kimberly Thomason

Kimberly Thomason

Bar No.: 79179

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Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	AMENDED COMPLAINT
	)	(Jury Trial Demand)
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell Individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE ABOVE NAMED DEFENDANTS:

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and Stacey Grist as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, ("Trustee"), Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC (*collectively referred to as the "Plaintiffs"*) by and through their undersigned counsel, complaining of Defendants Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell individually and as a member of Kiki's Kare, Chris Couchell individually

and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary (*collectively referred to as the "Defendants"*), allege as follows:

INTRODUCTION

This action concerns a daughter enforcing her father's wishes. Through this action, Plaintiffs respectfully requests that this Court punish the Defendants for their egregious acts against a highly respected retired veterinarian.

JURISDICTION AND VENUE

1. Stacey Grist is currently serving as Agent under a Power of Attorney for Stanford W. Grist.
2. Stacey Grist is the Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005 (the "Trust"). The Trust assets are located in Greenville, South Carolina.
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6. Plaintiff, Stacy Grist, individually and as Trustee of the Trust is a resident of Greenville County, South Carolina.
7. Upon information and belief, Priscilla Mickie Grist ("Mickie") is a citizen and resident of Greenville County, South Carolina.

8. Upon information and belief, Caroline York Grist Lyon (“Caroline”) is a citizen and resident of Georgia.

9. Upon information and belief, Leyland H. Lyon, Jr. (“Leyland”) is a citizen and resident of Georgia.

10. Upon information and belief, Jennifer Browning (“Ms. Browning”) is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Browning was acting outside of her duties as guardian ad litem.

11. Browning Geriatrics Consulting LLC is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.

12. Upon information and belief, Tracy Parson is an unlicensed professional counselor that is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Parson was acting outside of her duties as guardian.

13. Upon information and belief, Kiki’s Kare, LLC d/b/a Comfort Keepers (“Comfort Keepers”), is a South Carolina limited liability maintaining its principal place of business in Spartanburg, South Carolina

14. Upon information and belief, Erin Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

15. Upon information and belief, Chris Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

16. Upon information and belief, Kerry Burnett McCreary is a citizen and resident of Pickens County, South Carolina.

17. Pursuant to S.C. Code Ann. § 15-7-30, venue for this case properly lies in Greenville County, South Carolina as the alleged acts occurred in Greenville County.

18. For the foregoing reasons, jurisdiction and venue are proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

19. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

20. Between 2005 to 2020, Dr. Stanford W. Grist (“Dr. Grist”) took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

21. In 2005, Dr. Grist executed his revocable Trust. Dr. Grist named himself as the Trustee of his Trust and upon his incapacity or death, Leyland was to serve as the successor Trustee. On the same day, Dr. Grist executed a General Durable Power of Attorney naming Leyland as his Attorney-In-Fact.

22. Over time, however, Dr. Grist began reevaluating his succession plan, and upon discovering that thousands upon thousands of dollars were misappropriated by Leland and Caroline from the Veterinary Business, Dr. Grist elected to amend his corporate documents, as well as his estate documents to remove Leyland and Caroline as successor Trustees and to name Stacey Grist (“Plaintiff”) as an officer of the Business and as successor Trustee under the Trust.

23. On or about February 19, 2019, Dr. Grist went to a well-known, and well-respected firm in Greenville, South Carolina to amend his Durable Power of Attorney (the “POA”) to reflect his desire that his daughter, Plaintiff, serve as his attorney-in-fact upon his incapacity

(springing powers defined in the POA). Article IX, Section 3 of the Durable Power of Attorney specifically nominated "...Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary."

24. On or about May 1, 2019, Dr. Grist went back to the same law firm in Greenville, South Carolina to amend his Trust to reflect his desire that Plaintiff serve as his successor Trustee. The drafting attorney very astutely elected to execute an affidavit stating that Dr. Grist had capacity to execute such documents. In addition to this safeguard, the drafting attorney also thought it necessary for Dr. Grist to submit to an independent medical evaluation by a disinterested third-party, which confirmed the drafting attorney's belief that Dr. Grist was of sound mind.

25. At all times since the May 1, 2019 amendment, Plaintiff served as Dr. Grist's attorney-in-fact upon any determination of incapacity and as successor trustee, as well as an active participant in the operation of the Business.

26. A little over a year later, Dr. Grist went to another highly regarded law firm located in Greenville, South Carolina to make further amendments to his Trust. The May 13, 2020 amendment to the Trust revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff as his successor trustee, in place.

27. The Trust originally provided that the beneficiaries to the Trust, Mickie, Stacey Grist, and Charlotte Grist, would receive equal shares of the Trust assets *per stirpes*.

28. In the May 13, 2020 amendment Dr. Grist took away any ownership interest Mickie had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the “Companies”), and left Mickie all stocks and bonds being held in Trust. Dr. Grist then split the Companies equally between Stacey Grist and Charlotte Grist.¹

29. The drafter of the May 13, 2020 amendment also had Dr. Grist submit to an independent medical examination by a disinterested third-party. Both the physician and the drafting attorney found Dr. Grist to be of sound mind. Dr. Grist also informed Mickie of the changes and invited her to meet with the attorney as well to fully understand the change. After learning of this change Mickie subsequently submitted her formal resignation as Dr. Grist’s Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that no longer wanted this responsibility.

30. Then immediately following her resignation as HCPOA, Mickie set about to take Dr. Grist to an unplanned doctor’s appointment to have “papers signed” with no explanation. On June 26, 2020, Dr. Grist called his ex-wife who he remains very close to, to ask her help because Mickie was trying to force him into the car to take him to a doctor appointment. Ms. Grist came to his aid and was forced to call the police to stop Mickie and the man with her. A police report was issued detailing the concern that Mickie was using this tactic as a means to get to Dr. Grist’s money as she was being pursued by debt collectors. Again, this was after she previously resigned as his HCPOA.

31. Approximately two months after the May 13, 2020 amendment to the Trust eliminating Mickie’s interest in the businesses, Mickie and Caroline put into action their

¹ The Companies had a combined value that far exceeded the value of the stocks and bonds left to Mickie.

calculated scheme to circumvent Dr. Grist's wishes in an effort to secure what they respectively believed to be a more favorable distribution of Trust assets to Mickie upon the incapacity or death of Dr. Grist than what his carefully drafted and thought out estate plan provided for her.

32. On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Mickie executed and submitted an *ex-parte* petition to the Greenville County Probate Court seeking to be appointed guardian over Dr. Grist while specifically noting in the petition that Dr. Grist did not previously designate a guardian in his estate documents.

33. Caroline then filed a subsequent conservatorship petition based on vague and baseless allegations of Plaintiff improperly handling Dr. Grist's business and undue influence in the execution of the POA and the amendments to the Trust with absolutely no factual basis. She also stated that Dr. Grist had no Trustee with full knowledge that his Trust provided for a successor Trustee upon his incapacity.

34. These baseless allegations were dispelled of after Plaintiff voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.

35. The improper filing seeking Mickie's appointment to serve as Dr. Grist's guardian resulted in a determination that Dr. Grist was in fact mentally incapacitated. Following this determination, Mickie was replaced as guardian by Ms. Browning.

36. The family was initially confused by this petition and appointment as Dr. Grist expressly instructed that in the event of incapacity, Plaintiff was to serve as his guardian and conservator in order to avoid any such proceedings.

37. Within the coming months it became clear that the guardianship and conservatorship proceedings, which should have only affected Dr. Grist's estate assets, were

intended to serve as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Mickie a third of the assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action.

38. Mickie's actions could have in no way been related to concern for Dr. Grist's health and wellbeing given that on May 28, 2020 she formally resigned as his Healthcare Power of Attorney expressly stating in the body of the resignation as her reason that she no longer wanted that responsibility for his health. Then six weeks later on July 13, 2020 she filed for emergency appointment of herself as guardian for Dr. Grist. Mickie's abuse of process in filing what was clearly an unfounded petition without notice to Petitioner or any other family member, as well as her scheme to have Caroline file a petition for appointment of a conservator alleging undue influence as to the trust amendments and the appointment of Petitioner as POA, could only be construed as exactly what it was, an overt act to circumvent the terms of the Trust without triggering the absolute no Contest Provision which remained consistent in the original Trust and both amendments to the trust and which would result in Mickie's complete disinheritance for going against Dr. Grist's express wishes. Section 13.03 of the Trust provides:

If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of such beneficiary to take any interest given to such beneficiary under this trust or any trust created under this trust agreement shall be determined as it would have been determined had such beneficiary predeceased me with without surviving issue:

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement (c) my will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me or any amendments or codicils to any Document; or seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void or otherwise seeks to void, nullify or set aside a Document or any of its provisions... or Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions.

39. At a subsequent hearing on the temporary guardianship, Browning was appointed as Guardian ad litem. After her appointment she had direct contact with Mickie and/or her counsel no less than thirty-four (34) separate occasions, while Stacey Grist, as Trustee and Power of Attorney, has only been contacted twice.

40. Upon removal of Mickie as temporary guardian, the Court appointed Ms. Parsons who was tasked with ensuring Dr. Grist's safety and to act in his best interest.

41. In her capacity as guardian, Ms. Parson's contracted with Comfort Keepers to provide 24 hour a day, 7 days a week, 365 days a year in-home health care for Dr. Grist.

42. Dr. Grist's Trust bore the entire financial responsibility of this decision by Ms. Parson.

43. For reasons unknown to Plaintiff, Ms. Parsons went to great lengths to isolate Dr. Grist and prevent those who love him most from visiting.

44. Although the reasoning behind Ms. Parsons conduct is difficult to understand, Comfort Keepers has been openly, and seemingly intentionally, derelict in its duties to Dr. Grist which is evidenced by instances of overly prescribing medications, exploitation of Dr. Grist's mental incapacity, and workers committing sexual acts against Dr. Grist.

45. In fact, after having observed instances of inappropriate conduct by Comfort Keepers' employee(s) with Dr. Grist, Plaintiff demanded an investigation be conducted.

46. In the interim, on or about April 7, 2022, a hearing was conducted to determine whether Ms. Parson's guardianship would be extended at which time, having seen what Ms. Parsons' appointed in-home care was capable of, Plaintiff openly objected to the same.

47. In support of Ms. Browning's belief that Ms. Parson's guardianship needed to be extended, Ms. Browning presented the Court with an email dated March 25, 2022,

approximately two weeks before the hearing to remove Tracy Parsons, which purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm.

48. In further support of her contention that Ms. Parsons' guardianship should be extended, Ms. Browning submitted a letter to the court which referenced numerous falls that Dr. Grist had suffered.

49. Armed with these "facts," the Court extended Ms. Parsons' guardianship.

50. Coincidentally, upon Plaintiff's receipt of the records from Comfort Keepers, obtained via subpoena, it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, were completely fabricated.

51. Plaintiff was also made aware some time ago by her father of alleged sexual abuse by a Comfort Keepers employee. She reported the same to all parties. A video was reviewed by all and the guardian determined that no such abuse happened based on what could be seen. It was never revealed that any further evidence existed regarding the incident. Plaintiff only recently learned that an internal investigation by Comfort Keepers and Tracy Parsons had revealed that Comfort Keepers employee Kerry Burnett McCreary admitted as a part of the investigation that she had performed numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.

52. These verified instances of sexual exploitation were included in the internal investigation notes which also, shockingly, referenced Ms. Parsons belief that it was best to "let a sleeping dog sleep" as it related to reporting Ms. McCreary's conduct. Because of this

belief, Ms. Parsons failed to report the same to the Court or any policing agency. Comfort Keepers did however report the incident as required by law. It is shocking that all of this took place behind the scenes and that an actual admission was obtained regarding the sexual abuse suffered by Dr. Grist at the hands of Ms. Parson's hired caregivers and Ms. Parsons did not think it was necessary to report it to anyone or to take any action at all to protect Dr. Grist.

53. The improperly filed conservatorship and guardianship proceedings have resulted in Dr. Grist being exposed to some of the most inhumane mental, physical, and sexual abuse one could imagine.

FOR A FIRST CAUSE OF ACTION

(Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants)

54. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

55. Between 2005 to 2020, Dr. Stanford W. Grist ("Dr. Grist") took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

56. Despite Dr. Grist's clear estate documents, Mickie and Caroline petitioned for the appointment of guardian and conservatorship in direct violation of Dr. Grist's clear directives. These proceedings were commenced not to ensure Dr. Grist's interests were being protected, but rather for ulterior purposes.

57. The above-referenced willful acts are not proper in the regular conduct of the proceeding and are intended only to financially benefit Mickie and Carline.

58. Once the legal proceedings commenced, it was clear that Mickie intended to change the estate documents so that she could get her 1/3 share back. Caroline wants the original Trust to be put back into place so that she as Trustee can have control of the business and drain its assets.

59. Mickie and Caroline had Ms. Browning exceed her scope as Guardian ad Litem duties and responsibilities by having her advocate, represent or attempt to represent the interests of Mickie and Caroline. Additionally, she exceeded the scope of her duties and responsibilities, which include, but are not limited to: interfering with issues between the family member; committing misconduct in knowingly misrepresenting facts in reports submitted to the Court; failing to take a guardian oath, covering up sexual misconduct of Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; making false reports regarding the court case; and committing misconduct in advocating and acting under an inherent conflict of interest in her performance of her duties.

60. Mickie and Caroline had Ms. Parson exceed the scope of her guardian duties and responsibilities which include, but are not limited to: by advocating, representing or attempting to represent the interests of Mickie and Caroline; exceeded the scope of her duties and responsibilities by interfering with issues between the family members and inheritance; failing to take a guardian oath; covering up sexual misconduct by Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; interfering with the legal process; committing misconduct in advocating and acting under an inherent conflict of interest in the performance of her duties; and making incomplete and misleading reports to the court to keep herself in place for her own self-interest.

61. Erin Couchell, Chris Couchell, and Comfort Keepers were hired by a court appointed guardian in violation of Dr. Grist's express wishes and his valid POA and Trust instrument.

62. In addition to the wrongful and improper acts described elsewhere herein, all other named Defendants helped aid and abet Mickie and Caroline exercise of control over Dr. Grist.

63. As a proximate result of the Defendants acts, Plaintiff has suffered actual, pain and suffering, and incidental damages. Additionally, Plaintiffs have suffered special damages, which include, but are not limited to, loss revenue of the companies, lost profits, diminution in company value, diminution in the value of the Trust assets, and attorneys' fees due to the underlying action.

64. Additionally, as a result of the egregious acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SECOND CAUSE OF ACTION
(Civil Conspiracy as to all Defendants)

65. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

66. Upon information and belief, all named Defendants worked in combination with each other to further a conspiracy against Plaintiff.

67. In particular, Defendants, upon information and belief, committed the following acts, in addition to the wrongful and improper acts described elsewhere herein, in furtherance of the conspiracy:

- a. Defendants, upon information and belief, contrived a plan to exploit money from Plaintiff;
- b. Defendants, upon information and belief, contrived a plan to change Dr. Grist's estate documents;

- c. Defendants, upon information and belief, contrived a plan to use Dr. Grist's funds, namely Trust assets, for their own personal gain;
- d. Defendants, upon information and belief, contrived a plan to gain control over Dr. Grist;
- e. Defendants, upon information and belief named Comfort Keepers as Dr. Grist in-home care giver in direct violation of Dr. Grist's estate and Trust documents;
- f. Any other acts that may be discovered during these proceedings.

68. The intended purpose of the conspiracy was to gain control over Dr. Grist's assets, more specifically Trust assets, while seeking to avoid the No Contest Clause in the Trust and Will and what would have been the subsequent disinheritance of Mickie and Caroline.

69. Plaintiff is entitled to a judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages

70. Plaintiffs have also suffered special damages as a direct and proximate result of the aforesaid conspiracy which include, but are not limited to, loss revenue of the Veterinary Business, lost profits, diminution in company value, and diminution in the value of the Trust assets.

71. Additionally, Plaintiff entitled to judgment against Defendants for punitive damages and attorney's fees.

FOR A THIRD CAUSE OF ACTION

(Violation of the S.C. Unfair Trade Practices Act as to Tracy Parson, Jennifer Browning, Browning, LLC, Erin Couchell, Chris Couchell, and Comfort Keepers)

72. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

73. As above described, Defendants are engaged in "trade" or "commerce" within the meaning of those terms as used in §39-5-10(b) of the South Carolina Code.

74. Defendants gained control over Dr. Grist illegally and have billed him improperly. Additionally, Defendants have charged Dr. Grist an astronomically higher rate than similar companies and/or persons. The wrongful conduct of Defendants constitutes unfair and deceptive acts and practices in the conduct of trade or commerce and, therefore, violates §39-5-20(a) of the South Carolina Code.

75. As above alleged, Defendants acted willfully in that they knew or should have known that their conduct constituted a violation of §39-5-20(a) of the South Carolina Code.

76. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition due to Defendants continuously being appointed for elderly people in the upstate of South Carolina.

77. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.

78. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

79. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times his actual damage.

80. Plaintiff is further entitled to recover reasonable attorney's fees and costs pursuant to §39-5-140 of the South Carolina Code.

FOR A FOURTH CAUSE OF ACTION

(Negligent hiring, Negligent training, and Negligent Supervision as to Comfort Keepers, Tracy Parsons, Jennifer Browning, Browning Geriatric Consulting, Erin Couchell and Chris Couchell)

81. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

82. Kerry Burnett McCreary and other employees of Comfort Keepers were, at all times relevant to this action, acting within the course and scope of her employment with Comfort Keepers, such that Comfort Keepers is vicariously liable pursuant to the law of agency, the doctrine of respondent superior.

83. The employees of Comfort Keepers had duties of due care with respect to Comfort Keepers, which they undoubtedly breached.

84. The employees had a duty to act as reasonable home health care worker that would have under similar circumstances.

85. While Kerry Burnett McCreary was working within the course and scope of her employment for Comfort Keepers committed numerous sexual acts against Dr. Grist.

86. Additionally, other workers of Comfort Keepers while working within the course and scope of their employment over prescribed medications, exploited Dr. Grist's mental incapacity, and physically abused Dr. Grist.

87. Additionally, Comfort Keepers employees had a duty to adhere to the statutory laws of South Carolina including S.C. Code 43-35-5 et. seq.

88. This special relationship created duties to not harm Dr. Grist.

89. Ms. Parsons, Ms. Browning, and Browning Geriatric Consulting had a duty to supervise and properly hire workers for Dr. Grist.

90. Defendants breached different duties owed to Plaintiff in a negligent, grossly negligent, reckless, willful, and wanton manner in committing one or more of the following acts of omission or commission, any or all of which were breaches of the duties owed to Plaintiff:

- a. In failing to ensure Dr. Grist was not exposed to injurious behavior;

- b. In Comfort Keepers failing to properly supervise its employees sexual misconduct;
- c. In allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner;
- d. In negligently misrepresenting to Plaintiff that its employee's behavior was normal;
- e. In failing to ensure Plaintiff was safe while in Defendant Kerry Burnett McCreary's presence;
- f. In Kerry Burnett McCreary misrepresenting to Plaintiff that she was only counseling, providing care and spending quality time with him while at the same time sexually grooming, harassing, exploiting, and abusing him;
- g. Failing to monitor its employees while on premises of Dr. Grist home;
- h. In failing to properly investigate its employees through a proper background check to determine their proclivities toward sexual misconduct with vulnerable individuals such as Plaintiff;
- i. In failing to address its employees' past conduct either at the time they first became involved with it, or after receiving any type of complaint;
- j. In ignoring Kerry Burnett McCreary's known predilections toward sexually misconduct, grooming, harassing, exploiting, and abusing Dr. Grist, when it was known, or the Defendants should have known of those predilections;
- k. In failing to shield Dr. Grist from dangerous conditions, situations, and individuals including predators such as Kerry Burnett McCreary;
- l. In failing to warn Plaintiff about Kerry Burnett McCreary sexual proclivities;
- m. In failing to supervise Kerry Burnett McCreary in a manner to eliminate her chances to sexually groom, harass, exploit, or abuse Dr. Grist;

- n. In failing to take steps to report to civil and criminal authorities its agent, and/or employees' actions and sexual misconduct, including sexually grooming, harassing, exploiting, over prescribing medicine, and physically abusing Dr. Grist;
- o. Failure to exercise due care for the safety and well-being of Dr. Grist and others similarly situated; and,
- p. In such other particulars as will be discovered through discovery undertaken pursuant to the S.C. Rules of Civil Procedure.

91. As a direct and proximate result of the negligence, carelessness, gross negligence, negligence per se, and recklessness of the Comfort Keepers and its employees, Dr. Grist has suffered bodily injury, which caused Dr. Grist, and will cause Dr. Grist in the future, to incur past and future medical expense, and to suffer pain and suffering.

92. As a direct result of Defendants negligence, recklessness, willfulness wantonness, Dr. Grist has suffered and will continue to suffer for the rest of his life emotionally, physically, and economically.

93. Dr. Grist is entitled to punitive damages for Defendants negligence, recklessness, willfulness and wantonness, and malicious conduct.

FOR A FIFTH CAUSE OF ACTION

(Intentional Interference with a Business Contract as to Mickie and Caroline)

94. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

95. Plaintiff entered into a contract with numerous veterinarian and vet techs.

96. Despite the fact that Defendants were well aware of the existence of the Contract, they committed numerous acts so that veterinarian and vet techs would leave Stanford Grist

Veterinary Services LLC. They also sought to force the sale of the business for personal gain in violation of the terms of the Trust.

97. Because of the aforementioned acts, Plaintiff has suffered actual, compensatory, and incidental damages. Additionally, Plaintiffs have suffered special damages, including, but not limited to, loss of revenue, expenses, loss in trust valuation, and reduced company value.

98. Additionally, as a result of the acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SIXTH CAUSE OF ACTION

(Violation of the Power of Attorney Act as to all Defendants)

99. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

100. Dr. Grist validity executed a Durable Power of Attorney naming Stacey Grist as his agent.

101. Defendants refused to accept Dr. Grist acknowledged Durable Power of Attorney.

102. As a direct and proximate result of Defendants actions, Plaintiff is entitled to reasonable attorney's fees and costs incurred.

RESERVATION OF RIGHT TO AMEND

103. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

104. Plaintiff reserves the right to alter or amend this Complaint if additional information becomes available during the pendency of this litigation.

WHEREFORE, Plaintiffs prays for judgment against Defendants providing Plaintiffs with the following relief:

- a. Awarding Plaintiff its actual, pain and suffering, emotionally, physically, non-economic, economically, incidental, and punitive damages.
- b. Awarding Plaintiff special damages, which include, but are not limited to, loss revenue of the companies, diminution in company value, lost profits, and diminution in the value of the Trust assets;
- c. Attorneys' fees due to the underlying action.
- d. Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.
- e. Plaintiff is entitled to an award of three times his actual damage pursuant to §39-5-10 et. seq.
- f. Plaintiff is entitled to all attorney's fees and costs;
- g. Any other such relief this Court deems appropriate.

Respectfully Submitted this
15th day of August, 2022

TRULUCK THOMASON, LLC

s/John-Paul Baum
John-Paul Baum
Bar No.: 104938
s/Devon M. Puriefoy
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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE PROBATE COURT

Stacey Grist as Agent under a Power of)
Attorney for Stanford W. Grist and as)
Trustee of the Second Amended Trust)
of Stanford W. Grist living Trust dated)
December 5, 2005, Stanford Grist Veterinary)
Services LLC, Chestnut Ridge Farm LLC,)
and Hilly Street LLC,)

C.A. No.: 2022-GC-23-00147

Plaintiffs,)

v.)

AMENDED SUMMONS

Priscilla Mickie Grist, Caroline York Grist)
Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics Consulting)
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a)
Comfort Keepers, Erin Couchell Individually)
and as a member of Kiki's Kare, Chris)
Couchell individually and as a member)
of Kiki's Kare, LLC, and Kerry Burnett)
McCreary,)

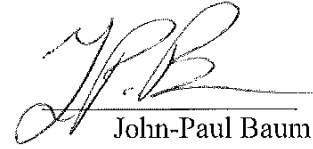
Defendants.)
_____)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to respond to the Plaintiffs **COMPLAINT** filed in the above action, a copy of which is herewith served upon you, and to serve a copy of your response upon the subscriber at his office located at 3 Boyce Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to appropriately respond hereto within that time period, the Plaintiff herein will apply to the Court for the relief demanded in the attached **COMPLAINT** and a Judgment by Default will be rendered against you for the relief demanded in the attached **COMPLAINT**.

Respectfully Submitted this
15th day of August, 2022

TRULUCK THOMASON, LLC



John-Paul Baum

Bar No.: 104938

s/Devon M. Puriefoy

Devon M. Puriefoy

Bar No.: 102097

s/ Kimberly Thomason

Kimberly Thomason

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Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Stacey Grist as Agent under a Power of)
Attorney for Stanford W. Grist and as)
Trustee of the Second Amended Trust)
of Stanford W. Grist living Trust dated)
December 5, 2005, Stanford Grist Veterinary)
Services LLC, Chestnut Ridge Farm LLC,)
and Hilly Street LLC,)

C.A. No.: 2022-GC-23-00147

Plaintiffs,)

v.)

AMENDED COMPLAINT
(Jury Trial Demand)

Priscilla Mickie Grist, Caroline York Grist)
Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics Consulting)
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a)
Comfort Keepers, Erin Couchell Individually)
and as a member of Kiki's Kare, Chris)
Couchell individually and as a member)
of Kiki's Kare, LLC, and Kerry Burnett)
McCreary,)

Defendants.)
_____)

TO THE ABOVE NAMED DEFENDANTS:

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and Stacey Grist as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, ("Trustee"), Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC (*collectively referred to as the "Plaintiffs"*) by and through their undersigned counsel, complaining of Defendants Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell individually and as a member of Kiki's Kare, Chris Couchell individually

and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary (*collectively referred to as the "Defendants"*), allege as follows:

INTRODUCTION

This action concerns a daughter enforcing her father's wishes. Through this action, Plaintiffs respectfully requests that this Court punish the Defendants for their egregious acts against a highly respected retired veterinarian.

JURISDICTION AND VENUE

1. Stacey Grist is currently serving as Agent under a Power of Attorney for Stanford W. Grist.
2. Stacey Grist is the Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005 (the "Trust"). The Trust assets are located in Greenville, South Carolina.
3. Stanford Grist Veterinary Services, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.
4. Chestnut Ridge Farm, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.
5. Hilly Street, LLC, a Trust asset, is a South Carolina limited liability maintaining its principal place of business in Greenville, South Carolina.
6. Plaintiff, Stacy Grist, individually and as Trustee of the Trust is a resident of Greenville County, South Carolina.
7. Upon information and belief, Priscilla Mickie Grist ("Mickie") is a citizen and resident of Greenville County, South Carolina.

8. Upon information and belief, Caroline York Grist Lyon (“Caroline”) is a citizen and resident of Georgia.

9. Upon information and belief, Leyland H. Lyon, Jr. (“Leyland”) is a citizen and resident of Georgia.

10. Upon information and belief, Jennifer Browning (“Ms. Browning”) is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Browning was acting outside of her duties as guardian ad litem.

11. Browning Geriatrics Consulting LLC is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.

12. Upon information and belief, Tracy Parson is an unlicensed professional counselor that is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Parson was acting outside of her duties as guardian.

13. Upon information and belief, Kiki’s Kare, LLC d/b/a Comfort Keepers (“Comfort Keepers”), is a South Carolina limited liability maintaining its principal place of business in Spartanburg, South Carolina

14. Upon information and belief, Erin Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

15. Upon information and belief, Chris Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

16. Upon information and belief, Kerry Burnett McCreary is a citizen and resident of Pickens County, South Carolina.

17. Pursuant to S.C. Code Ann. § 15-7-30, venue for this case properly lies in Greenville County, South Carolina as the alleged acts occurred in Greenville County.

18. For the foregoing reasons, jurisdiction and venue are proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

19. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

20. Between 2005 to 2020, Dr. Stanford W. Grist ("Dr. Grist") took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

21. In 2005, Dr. Grist executed his revocable Trust. Dr. Grist named himself as the Trustee of his Trust and upon his incapacity or death, Leyland was to serve as the successor Trustee. On the same day, Dr. Grist executed a General Durable Power of Attorney naming Leyland as his Attorney-In-Fact.

22. Over time, however, Dr. Grist began reevaluating his succession plan, and upon discovering that thousands upon thousands of dollars were misappropriated by Leland and Caroline from the Veterinary Business, Dr. Grist elected to amend his corporate documents, as well as his estate documents to remove Leyland and Caroline as successor Trustees and to name Stacey Grist ("Plaintiff") as an officer of the Business and as successor Trustee under the Trust.

23. On or about February 19, 2019, Dr. Grist went to a well-known, and well-respected firm in Greenville, South Carolina to amend his Durable Power of Attorney (the "POA") to reflect his desire that his daughter, Plaintiff, serve as his attorney-in-fact upon his incapacity

(springing powers defined in the POA). Article IX, Section 3 of the Durable Power of Attorney specifically nominated "...Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary."

24. On or about May 1, 2019, Dr. Grist went back to the same law firm in Greenville, South Carolina to amend his Trust to reflect his desire that Plaintiff serve as his successor Trustee. The drafting attorney very astutely elected to execute an affidavit stating that Dr. Grist had capacity to execute such documents. In addition to this safeguard, the drafting attorney also thought it necessary for Dr. Grist to submit to an independent medical evaluation by a disinterested third-party, which confirmed the drafting attorney's belief that Dr. Grist was of sound mind.

25. At all times since the May 1, 2019 amendment, Plaintiff served as Dr. Grist's attorney-in-fact upon any determination of incapacity and as successor trustee, as well, as an active participant in the operation of the Business.

26. A little over a year later, Dr. Grist went to another highly regarded law firm located in Greenville, South Carolina to make further amendments to his Trust. The May 13, 2020 amendment to the Trust revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff as his successor trustee, in place.

27. The Trust originally provided that the beneficiaries to the Trust, Mickie, Stacey Grist, and Charlotte Grist, would receive equal shares of the Trust assets *per stirpes*.

28. In the May 13, 2020 amendment Dr. Grist took away any ownership interest Mickie had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the “Companies”), and left Mickie all stocks and bonds being held in Trust. Dr. Grist then split the Companies equally between Stacey Grist and Charlotte Grist.¹

29. The drafter of the May 13, 2020 amendment also had Dr. Grist submit to an independent medical examination by a disinterested third-party. Both the physician and the drafting attorney found Dr. Grist to be of sound mind. Dr. Grist also informed Mickie of the changes and invited her to meet with the attorney as well to fully understand the change. After learning of this change Mickie subsequently submitted her formal resignation as Dr. Grist’s Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that no longer wanted this responsibility.

30. Then immediately following her resignation as HCPOA, Mickie set about to take Dr. Grist to an unplanned doctor’s appointment to have “papers signed” with no explanation. On June 26, 2020, Dr. Grist called his ex-wife who he remains very close to, to ask her help because Mickie was trying to force him into the car to take him to a doctor appointment. Ms. Grist came to his aid and was forced to call the police to stop Mickie and the man with her. A police report was issued detailing the concern that Mickie was using this tactic as a means to get to Dr. Grist’s money as she was being pursued by debt collectors. Again, this was after she previously resigned as his HCPOA.

31. Approximately two months after the May 13, 2020 amendment to the Trust eliminating Mickie’s interest in the businesses, Mickie and Caroline put into action their

¹ The Companies had a combined value that far exceeded the value of the stocks and bonds left to Mickie.

calculated scheme to circumvent Dr. Grist's wishes in an effort to secure what they respectively believed to be a more favorable distribution of Trust assets to Mickie upon the incapacity or death of Dr. Grist than what his carefully drafted and thought out estate plan provided for her.

32. On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Mickie executed and submitted an *ex-parte* petition to the Greenville County Probate Court seeking to be appointed guardian over Dr. Grist while specifically noting in the petition that Dr. Grist did not previously designate a guardian in his estate documents.

33. Caroline then filed a subsequent conservatorship petition based on vague and baseless allegations of Plaintiff improperly handling Dr. Grist's business and undue influence in the execution of the POA and the amendments to the Trust with absolutely no factual basis. She also stated that Dr. Grist had no Trustee with full knowledge that his Trust provided for a successor Trustee upon his incapacity.

34. These baseless allegations were dispelled of after Plaintiff voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.

35. The improper filing seeking Mickie's appointment to serve as Dr. Grist's guardian resulted in a determination that Dr. Grist was in fact mentally incapacitated. Following this determination, Mickie was replaced as guardian by Ms. Browning.

36. The family was initially confused by this petition and appointment as Dr. Grist expressly instructed that in the event of incapacity, Plaintiff was to serve as his guardian and conservator in order to avoid any such proceedings.

37. Within the coming months it became clear that the guardianship and conservatorship proceedings, which should have only affected Dr. Grist's estate assets, were

intended to serve as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Mickie a third of the assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action.

38. Mickie's actions could have in no way been related to concern for Dr. Grist's health and wellbeing given that on May 28, 2020 she formally resigned as his Healthcare Power of Attorney expressly stating in the body of the resignation as her reason that she no longer wanted that responsibility for his health. Then six weeks later on July 13, 2020 she filed for emergency appointment of herself as guardian for Dr. Grist. Mickie's abuse of process in filing what was clearly an unfounded petition without notice to Petitioner or any other family member, as well as her scheme to have Caroline file a petition for appointment of a conservator alleging undue influence as to the trust amendments and the appointment of Petitioner as POA, could only be construed as exactly what it was, an overt act to circumvent the terms of the Trust without triggering the absolute no Contest Provision which remained consistent in the original Trust and both amendments to the trust and which would result in Mickie's complete disinheritance for going against Dr. Grist's express wishes. Section 13.03 of the Trust provides:

If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of such beneficiary to take any interest given to such beneficiary under this trust or any trust created under this trust agreement shall be determined as it would have been determined had such beneficiary predeceased me with without surviving issue:

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement (c) my will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me or any amendments or codicils to any Document; or seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void or otherwise seeks to void, nullify or set aside a Document or any of its provisions... or Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions.

39. At a subsequent hearing on the temporary guardianship, Browning was appointed as Guardian ad litem. After her appointment she had direct contact with Mickie and/or her counsel no less than thirty-four (34) separate occasions, while Stacey Grist, as Trustee and Power of Attorney, has only been contacted twice.

40. Upon removal of Mickie as temporary guardian, the Court appointed Ms. Parsons who was tasked with ensuring Dr. Grist's safety and to act in his best interest.

41. In her capacity as guardian, Ms. Parson's contracted with Comfort Keepers to provide 24 hour a day, 7 days a week, 365 days a year in-home health care for Dr. Grist.

42. Dr. Grist's Trust bore the entire financial responsibility of this decision by Ms. Parson.

43. For reasons unknown to Plaintiff, Ms. Parsons went to great lengths to isolate Dr. Grist and prevent those who love him most from visiting.

44. Although the reasoning behind Ms. Parsons conduct is difficult to understand, Comfort Keepers has been openly, and seemingly intentionally, derelict in its duties to Dr. Grist which is evidenced by instances of overly prescribing medications, exploitation of Dr. Grist's mental incapacity, and workers committing sexual acts against Dr. Grist.

45. In fact, after having observed instances of inappropriate conduct by Comfort Keepers' employee(s) with Dr. Grist, Plaintiff demanded an investigation be conducted.

46. In the interim, on or about April 7, 2022, a hearing was conducted to determine whether Ms. Parson's guardianship would be extended at which time, having seen what Ms. Parsons' appointed in-home care was capable of, Plaintiff openly objected to the same.

47. In support of Ms. Browning's belief that Ms. Parson's guardianship needed to be extended, Ms. Browning presented the Court with an email dated March 25, 2022,

approximately two weeks before the hearing to remove Tracy Parsons, which purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm.

48. In further support of her contention that Ms. Parsons' guardianship should be extended, Ms. Browning submitted a letter to the court which referenced numerous falls that Dr. Grist had suffered.

49. Armed with these "facts," the Court extended Ms. Parsons' guardianship.

50. Coincidentally, upon Plaintiff's receipt of the records from Comfort Keepers, obtained via subpoena, it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, were completely fabricated.

51. Plaintiff was also made aware some time ago by her father of alleged sexual abuse by a Comfort Keepers employee. She reported the same to all parties. A video was reviewed by all and the guardian determined that no such abuse happened based on what could be seen. It was never revealed that any further evidence existed regarding the incident. Plaintiff only recently learned that an internal investigation by Comfort Keepers and Tracy Parsons had revealed that Comfort Keepers employee Kerry Burnett McCreary admitted as a part of the investigation that she had performed numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.

52. These verified instances of sexual exploitation were included in the internal investigation notes which also, shockingly, referenced Ms. Parsons belief that it was best to "let a sleeping dog sleep" as it related to reporting Ms. McCreary's conduct. Because of this

belief, Ms. Parsons failed to report the same to the Court or any policing agency. Comfort Keepers did however report the incident as required by law. It is shocking that all of this took place behind the scenes and that an actual admission was obtained regarding the sexual abuse suffered by Dr. Grist at the hands of Ms. Parson's hired caregivers and Ms. Parsons did not think it was necessary to report it to anyone or to take any action at all to protect Dr. Grist.

53. The improperly filed conservatorship and guardianship proceedings have resulted in Dr. Grist being exposed to some of the most inhumane mental, physical, and sexual abuse one could imagine.

FOR A FIRST CAUSE OF ACTION

(Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants)

54. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

55. Between 2005 to 2020, Dr. Stanford W. Grist ("Dr. Grist") took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

56. Despite Dr. Grist's clear estate documents, Mickie and Caroline petitioned for the appointment of guardian and conservatorship in direct violation of Dr. Grist's clear directives. These proceedings were commenced not to ensure Dr. Grist's interests were being protected, but rather for ulterior purposes.

57. The above-referenced willful acts are not proper in the regular conduct of the proceeding and are intended only to financially benefit Mickie and Carline.

58. Once the legal proceedings commenced, it was clear that Mickie intended to change the estate documents so that she could get her 1/3 share back. Caroline wants the original Trust to be put back into place so that she as Trustee can have control of the business and drain its assets.

59. Mickie and Caroline had Ms. Browning exceed her scope as Guardian ad Litem duties and responsibilities by having her advocate, represent or attempt to represent the interests of Mickie and Caroline. Additionally, she exceeded the scope of her duties and responsibilities, which include, but are not limited to: interfering with issues between the family member; committing misconduct in knowingly misrepresenting facts in reports submitted to the Court; failing to take a guardian oath, covering up sexual misconduct of Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; making false reports regarding the court case; and committing misconduct in advocating and acting under an inherent conflict of interest in her performance of her duties.

60. Mickie and Caroline had Ms. Parson exceed the scope of her guardian duties and responsibilities which include, but are not limited to: by advocating, representing or attempting to represent the interests of Mickie and Caroline; exceeded the scope of her duties and responsibilities by interfering with issues between the family members and inheritance; failing to take a guardian oath; covering up sexual misconduct by Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; interfering with the legal process; committing misconduct in advocating and acting under an inherent conflict of interest in the performance of her duties; and making incomplete and misleading reports to the court to keep herself in place for her own self-interest.

61. Erin Couchell, Chris Couchell, and Comfort Keepers were hired by a court appointed guardian in violation of Dr. Grist's express wishes and his valid POA and Trust instrument.

62. In addition to the wrongful and improper acts described elsewhere herein, all other named Defendants helped aid and abet Mickie and Caroline exercise of control over Dr. Grist.

63. As a proximate result of the Defendants acts, Plaintiff has suffered actual, pain and suffering, and incidental damages. Additionally, Plaintiffs have suffered special damages, which include, but are not limited to, loss revenue of the companies, lost profits, diminution in company value, diminution in the value of the Trust assets, and attorneys' fees due to the underlying action.

64. Additionally, as a result of the egregious acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SECOND CAUSE OF ACTION
(Civil Conspiracy as to all Defendants)

65. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

66. Upon information and belief, all named Defendants worked in combination with each other to further a conspiracy against Plaintiff.

67. In particular, Defendants, upon information and belief, committed the following acts, in addition to the wrongful and improper acts described elsewhere herein, in furtherance of the conspiracy:

- a. Defendants, upon information and belief, contrived a plan to exploit money from Plaintiff;
- b. Defendants, upon information and belief, contrived a plan to change Dr. Grist's estate documents;

- c. Defendants, upon information and belief, contrived a plan to use Dr. Grist's funds, namely Trust assets, for their own personal gain;
- d. Defendants, upon information and belief, contrived a plan to gain control over Dr. Grist;
- e. Defendants, upon information and belief named Comfort Keepers as Dr. Grist in-home care giver in direct violation of Dr. Grist's estate and Trust documents;
- f. Any other acts that may be discovered during these proceedings.

68. The intended purpose of the conspiracy was to gain control over Dr. Grist's assets, more specifically Trust assets, while seeking to avoid the No Contest Clause in the Trust and Will and what would have been the subsequent disinheritance of Mickie and Caroline.

69. Plaintiff is entitled to a judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages

70. Plaintiffs have also suffered special damages as a direct and proximate result of the aforesaid conspiracy which include, but are not limited to, loss revenue of the Veterinary Business, lost profits, diminution in company value, and diminution in the value of the Trust assets.

71. Additionally, Plaintiff entitled to judgment against Defendants for punitive damages and attorney's fees.

FOR A THIRD CAUSE OF ACTION

(Violation of the S.C. Unfair Trade Practices Act as to Tracy Parson, Jennifer Browning, Browning Geriatric Consulting, LLC, Erin Couchell, Chris Couchell, and Comfort Keepers)

72. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

73. As above described, Defendants are engaged in "trade" or "commerce" within the meaning of those terms as used in §39-5-10(b) of the South Carolina Code.

74. Defendants gained control over Dr. Grist illegally and have billed him improperly. Additionally, Defendants have charged Dr. Grist an astronomically higher rate than similar companies and/or persons. The wrongful conduct of Defendants constitutes unfair and deceptive acts and practices in the conduct of trade or commerce and, therefore, violates §39-5-20(a) of the South Carolina Code.

75. As above alleged, Defendants acted willfully in that they knew or should have known that their conduct constituted a violation of §39-5-20(a) of the South Carolina Code.

76. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition due to Defendants continuously being appointed for elderly people in the upstate of South Carolina.

77. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.

78. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.

79. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times his actual damage.

80. Plaintiff is further entitled to recover reasonable attorney's fees and costs pursuant to §39-5-140 of the South Carolina Code.

FOR A FOURTH CAUSE OF ACTION

(Negligent hiring, Negligent training, and Negligent Supervision as to Comfort Keepers, Tracy Parsons, Jennifer Browning, Browning Geriatric Consulting, Erin Couchell, and Chris Couchell)

81. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

82. Kerry Burnett McCreary and other employees of Comfort Keepers were, at all times relevant to this action, acting within the course and scope of her employment with Comfort Keepers, such that Comfort Keepers is vicariously liable pursuant to the law of agency, the doctrine of respondent superior.

83. The employees of Comfort Keepers had duties of due care with respect to Comfort Keepers, which they undoubtedly breached.

84. The employees had a duty to act as reasonable home health care worker that would have under similar circumstances.

85. While Kerry Burnett McCreary was working within the course and scope of her employment for Comfort Keepers committed numerous sexual acts against Dr. Grist.

86. Additionally, other workers of Comfort Keepers while working within the course and scope of their employment over prescribed medications, exploited. Dr. Grist's mental incapacity, and physically abused Dr. Grist.

87. Additionally, Comfort Keepers employees had a duty to adhere to the statutory laws of South Carolina including S.C. Code 43-35-5 et. seq.

88. This special relationship created duties to not harm Dr. Grist.

89. Ms. Parsons, Ms. Browning, and Browning Geriatric Consulting had a duty to supervise and properly hire workers for Dr. Grist.

90. Defendants breached different duties owed to Plaintiff in a negligent, grossly negligent, reckless, willful, and wanton manner in committing one or more of the following acts of omission or commission, any or all of which were breaches of the duties owed to Plaintiff:

- a. In failing to ensure Dr. Grist was not exposed to injurious behavior;

- b. In Comfort Keepers failing to properly supervise its employees sexual misconduct;
- c. In allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner;
- d. In negligently misrepresenting to Plaintiff that its employee's behavior was normal;
- e. In failing to ensure Plaintiff was safe while in Defendant Kerry Burnett McCreary's presence;
- f. In Kerry Burnett McCreary misrepresenting to Plaintiff that she was only counseling, providing care and spending quality time with him while at the same time sexually grooming, harassing, exploiting, and abusing him;
- g. Failing to monitor its employees while on premises of Dr. Grist home;
- h. In failing to properly investigate its employees through a proper background check to determine their proclivities toward sexual misconduct with vulnerable individuals such as Plaintiff;
- i. In failing to address its employees' past conduct either at the time they first became involved with it, or after receiving any type of complaint;
- j. In ignoring Kerry Burnett McCreary's known predilections toward sexually misconduct, grooming, harassing, exploiting, and abusing Dr. Grist, when it was known, or the Defendants should have known of those predilections;
- k. In failing to shield Dr. Grist from dangerous conditions, situations, and individuals including predators such as Kerry Burnett McCreary;
- l. In failing to warn Plaintiff about Kerry Burnett McCreary sexual proclivities;
- m. In failing to supervise Kerry Burnett McCreary in a manner to eliminate her chances to sexually groom, harass, exploit, or abuse Dr. Grist;

- n. In failing to take steps to report to civil and criminal authorities its agent, and/or employees' actions and sexual misconduct, including sexually grooming, harassing, exploiting, over prescribing medicine, and physically abusing Dr. Grist;
- o. Failure to exercise due care for the safety and well-being of Dr. Grist and others similarly situated; and,
- p. In such other particulars as will be discovered through discovery undertaken pursuant to the S.C. Rules of Civil Procedure.

91. As a direct and proximate result of the negligence, carelessness, gross negligence, negligence per se, and recklessness of the Comfort Keepers and its employees, Dr. Grist has suffered bodily injury, which caused Dr. Grist, and will cause Dr. Grist in the future, to incur past and future medical expense, and to suffer pain and suffering.

92. As a direct result of Defendants negligence, recklessness, willfulness wantonness, Dr. Grist has suffered and will continue to suffer for the rest of his life emotionally, physically, and economically.

93. Dr. Grist is entitled to punitive damages for Defendants negligence, recklessness, willfulness and wantonness, and malicious conduct.

FOR A FIFTH CAUSE OF ACTION

(Intentional Interference with a Business Contract as to Mickie and Caroline)

94. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

95. Plaintiff entered into a contract with numerous veterinarian and vet techs.

96. Despite the fact that Defendants were well aware of the existence of the Contract, they committed numerous acts so that veterinarian and vet techs would leave Stanford Grist

Veterinary Services LLC. They also sought to force the sale of the business for personal gain in violation of the terms of the Trust.

97. Because of the aforementioned acts, Plaintiff has suffered actual, compensatory, and incidental damages. Additionally, Plaintiffs have suffered special damages, including, but not limited to, loss of revenue, expenses, loss in trust valuation, and reduced company value.

98. Additionally, as a result of the acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SIXTH CAUSE OF ACTION

(Violation of the Power of Attorney Act as to all Defendants)

99. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

100. Dr. Grist validity executed a Durable Power of Attorney naming Stacey Grist as his agent.

101. Defendants refused to accept Dr. Grist acknowledged Durable Power of Attorney.

102. As a direct and proximate result of Defendants actions, Plaintiff is entitled to reasonable attorney's fees and costs incurred.

RESERVATION OF RIGHT TO AMEND

103. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

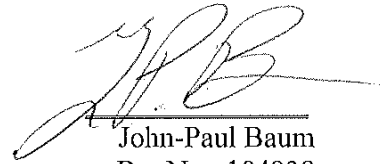
104. Plaintiff reserves the right to alter or amend this Complaint if additional information becomes available during the pendency of this litigation.

WHEREFORE, Plaintiffs prays for judgment against Defendants providing Plaintiffs with the following relief:

- a. Awarding Plaintiff its actual, pain and suffering, emotionally, physically, non-economic, economically, incidental, and punitive damages.
- b. Awarding Plaintiff special damages, which include, but are not limited to, loss revenue of the companies, diminution in company value, lost profits, and diminution in the value of the Trust assets;
- c. Attorneys' fees due to the underlying action.
- d. Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.
- e. Plaintiff is entitled to an award of three times his actual damage pursuant to §39-5-10 et. seq.
- f. Plaintiff is entitled to all attorney's fees and costs;
- g. Any other such relief this Court deems appropriate.

Respectfully Submitted this
15th day of August, 2022

TRULUCK THOMASON, LLC



John-Paul Baum

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s/Devon M. Puriefoy

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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEETH JUDICIAL CIRCUIT

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC, and Hilly Street, LLC,

Plaintiffs,

v.

Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary,

Defendants.

C.A. No.: 2022-CP-23-04055

**ANSWER OF DEFENDANTS JENNIFER
BROWNING AND BROWNING
GERIATRICS CONSULTING, LLC TO
THE AMENDED COMPLAINT**

The Defendants, Jennifer Browning and Browning Geriatric Consulting, LLC, answering the Amended Complaint of the Plaintiffs, herein, would respectfully allege as follows:

FOR A FIRST DEFENSE

1. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 1, and therefore deny the same.
2. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 2, and therefore deny the same.
3. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 3, and therefore deny the same.

4. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 4, and therefore deny the same.

5. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 5, and therefore deny the same.

6. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 6, but admit the same upon information and belief.

7. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 7, but admit the same upon information and belief.

8. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 8, but admit the same upon information and belief.

9. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 9, but admit the same upon information and belief.

10. These Defendants admit so much of the allegations of paragraph 10 as allege that Jennifer Browning is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 10.

11. These Defendants admit the allegations of paragraph 11.

12. These Defendants admit upon information and belief so much of the allegations of paragraph 12 as allege that Tracy Parsons is a professional counselor who is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 12 upon information and belief.

13. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 13, but admit the same upon information and belief.

14. These Defendants lack sufficient information to form a belief as to the truth of the

allegations of paragraph 14, but admit the same upon information and belief.

15. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 15, but admit the same upon information and belief.

16. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 16, and therefore deny the same.

17. The allegations of paragraph 17 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 17.

18. The allegations of paragraph 18 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 18.

19. Answering the allegations of paragraph 19, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

20. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 20, and therefore deny the same.

21. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 21, and therefore deny the same.

22. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 22, and therefore deny the same.

23. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 23, and therefore deny the same.

24. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 24, and therefore deny the same.

25. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 25, and therefore deny the same.

26. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 26, and therefore deny the same.

27. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 27, and therefore deny the same.

28. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 28, and therefore deny the same.

29. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 29, and therefore deny the same.

30. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 30, and therefore deny the same.

31. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 31, and therefore deny the same.

32. These Defendants admit so much of the allegations of paragraph 32 as allege that Mickie Grist filed a Petition with the Greenville County Probate Court seeking appointment of a guardian for Dr. Grist. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 32, and therefore deny the same.

33. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 33, and therefore deny the same.

34. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 34, and therefore deny the same.

35. These Defendants admit so much of the allegations of paragraph 35 as allege that

Jennifer Browning was ordered by the Probate Court to serve as *guardian ad litem* for Dr. Grist. These Defendants deny the remaining allegations of paragraph 35.

36. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 36, and therefore deny the same.

37. These Defendants deny the allegations of paragraph 37.

38. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 38, and therefore deny the same.

39. These Defendants admit so much of the allegations of paragraph 39 as allege that Ms. Browning was appointed *guardian ad litem* on behalf of Dr. Grist and that she was in contact with Mickie Grist and her attorneys by telephone and email many times, although these Defendants are uncertain of the number. These Defendants further admit so much of the allegations of paragraph 39 as allege that Ms. Browning had a difficult time contacting Stacey Grist, but communicated with her individually and/or through counsel on dozens of occasions. These Defendants deny the remaining allegations of paragraph 39.

40. These Defendants admit so much of allegations of paragraph 40 as allege that the Court appointed Tracy Parsons as guardian of Dr. Grist with the duties and responsibilities as outlined by statute. These Defendants deny the remaining allegations of paragraph 40.

41. These Defendants deny the allegations of paragraph 41 upon information and belief.

42. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny the same.

43. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny the same.

44. These Defendants deny the allegations of paragraph 44 upon information and belief.

45. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 45, and therefore deny the same.

46. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 46, and therefore deny the same.

47. These Defendants admit so much of allegations of paragraph 47 as allege that Ms. Browning, on behalf of Dr. Grist, provided to all parties and the Court an email dated March 25, 2022 from Chris Couchell of Comfort Keepers, to which these Defendants crave reference as to its contents. These Defendants deny the remaining allegations of paragraph 47.

48. These Defendants admit so much of allegations of paragraph 48 as allege that these Defendants supported Tracy Parsons' guardianship on behalf of Dr. Parsons, including the extension of the guardianship, and provided multiple reports and addenda with exhibits supporting the same. These Defendants deny the remaining allegations of paragraph 48.

49. These Defendants admit so much of the allegations of paragraph 49 as allege that the Court extended Tracy Parsons guardianship. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 49, and therefore deny the same.

50. These Defendants deny the allegations of paragraph 50.

51. These Defendants admit so much of the allegations of paragraph 51 as allege that they were made aware of concerns related to sexual contact between Dr. Grist and a Comfort Keepers employee; that Ms. Browning reviewed a video or videos related to the sexual contact; and that an investigation was conducted by others related to the allegations of sexual contact.

These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 51, and therefore deny the same.

52. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 52, and therefore deny the same.

53. These Defendants deny the allegations of paragraph 53.

54. Answering the allegations of paragraph 54, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

55. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 55, and therefore deny the same.

56. These Defendants admit so much of allegations of paragraph 56 as allege that Mickie Grist petitioned the Court for appointment of a guardian. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 56, and therefore deny the same.

57. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 57, and therefore deny the same.

58. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 58, and therefore deny the same.

59. These Defendants deny the allegations of paragraph 59.

60. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 60, and therefore deny the same.

61. These Defendants deny the allegations of paragraph 61.

62. These Defendants deny the allegations of paragraph 62 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the remaining

allegations of paragraph 62, and therefore deny the same.

63. These Defendants deny the allegations of paragraph 63.

64. These Defendants deny the allegations of paragraph 64.

65. Answering the allegations of paragraph 65, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

66. These Defendants deny the allegations of paragraph 66.

67. These Defendants deny the allegations of paragraph 67.

68. These Defendants deny the allegations of paragraph 68.

69. These Defendants deny the allegations of paragraph 69.

70. These Defendants deny the allegations of paragraph 70.

71. These Defendants deny the allegations of paragraph 71.

72. Answering the allegations of paragraph 72, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

73. These Defendants deny the allegations of paragraph 73 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 73, and therefore deny the same.

74. These Defendants deny the allegations of paragraph 74.

75. These Defendants deny the allegations of paragraph 75.

76. These Defendants deny the allegations of paragraph 76.

77. These Defendants deny the allegations of paragraph 77.

78. These Defendants deny the allegations of paragraph 78.

79. These Defendants deny the allegations of paragraph 79.

80. These Defendants deny the allegations of paragraph 80.

81. Answering the allegations of paragraph 81, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

82. The allegations of paragraph 82 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 82, and therefore deny the same.

83. The allegations of paragraph 83 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 83, and therefore deny the same.

84. The allegations of paragraph 84 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 84, and therefore deny the same.

85. The allegations of paragraph 85 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 85, and therefore deny the same.

86. The allegations of paragraph 86 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 86, and therefore deny the same.

87. The allegations of paragraph 87 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 87, and therefore deny the same.

88. The allegations of paragraph 88 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 88, and therefore deny the same.

89. The allegations of paragraph 89 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants deny the allegations of paragraph 89.

90. These Defendants deny the allegations of paragraph 90.

91. These Defendants deny the allegations of paragraph 91.

92. These Defendants deny the allegations of paragraph 92.

93. These Defendants deny the allegations of paragraph 93.

94. Answering the allegations of paragraph 94, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

95. The allegations of paragraph 95 do not pertain to these Defendants; therefore, no response is required.

96. The allegations of paragraph 96 do not pertain to these Defendants; therefore, no response is required.

97. The allegations of paragraph 97 do not pertain to these Defendants; therefore, no response is required.

98. The allegations of paragraph 98 do not pertain to these Defendants; therefore, no response is required.

99. Answering the allegations of paragraph 99, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

100. The allegations of paragraph 100 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 100, and therefore deny the same.

101. These Defendants deny the allegations of paragraph 101.

102. These Defendants deny the allegations of paragraph 102.

103. Answering the allegations of paragraph 99, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

104. These allegations contain statements that do not require a response.

105. These Defendants deny each and every allegation not admitted, denied, or explain it above.

FOR A SECOND DEFENSE

106. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

107. The Plaintiffs have failed to state facts sufficient to constitute a cause of action, and the Complaint should be dismissed pursuant to Rule 12(b)(6) SCRCp.

FOR A THIRD DEFENSE

108. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

109. These Defendants allege that even assuming they were negligent, careless, grossly negligent, willful, wanton, or reckless in any respect, and that any such conduct on their part operated as a proximate cause of the Plaintiffs' damages, if any, all of which is expressly denied and admitted solely for the purpose of this defense and no other, that the Plaintiff Stacey Grist's negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent to the cause of any breach of the standard of care and the Plaintiffs' resulting injuries and damages, if any. For that reason, these Defendants are not liable to the Plaintiffs in any sum whatsoever.

FOR A FOURTH DEFENSE

110. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

111. These Defendants allege that even if they were was negligent, careless, grossly negligent, reckless, willful, or wanton in any respect whatsoever, which is expressly denied and admitted solely for the purpose of this defense and no other, and even if any such conduct on their part operated as a greater than fifty percent cause of the Plaintiffs' resulting damages, if any, which is also expressly denied and admitted solely for the purpose of this defense and no other, they are entitled to a determination as to the percentage that the Plaintiffs' negligent, grossly negligent, reckless, willful, and wanton conduct contributed to their damages and to a reduction of any amount awarded to the Plaintiffs in an amount equal to that percentage of Plaintiffs' own negligent, grossly negligent, reckless, willful, and wanton conduct.

FOR A FIFTH DEFENSE

112. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

113. These Defendants allege that the damages alleged by the Plaintiffs, if any, resulted from intervening and superseding acts of persons or entities for whom they are not liable or responsible.

FOR A SIXTH DEFENSE

114. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

115. The Plaintiffs' Complaint is barred, in whole or in part, by the doctrines of estoppel, waiver, laches, consent, and/or unclean hands.

FOR A SEVENTH DEFENSE

116. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

117. The Plaintiff's claim for punitive damages violates the Fifth, Sixth, Seventh, and/or Fourteenth Amendments of the Constitution of the United States.

FOR AN EIGHTH DEFENSE

118. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

119. These Defendants plead the limitations on punitive damage awards found in S.C. Code Ann. §§ 15-32-510 to -530, and request bifurcation in accordance with these code sections.

FOR A NINTH DEFENSE

120. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

121. The Plaintiffs' damages, if any, were caused by the contributing, intervening, or superseding actions, errors, omissions, or negligence by individuals or entities other than these Defendants, and as such, any action or inaction of these Defendants was not the proximate cause of the Plaintiffs' alleged damages, if any.

FOR A TENTH DEFENSE

122. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

123. To the extent that these Defendants are found liable for the Plaintiffs' damages, which are denied, it is entitled to a determination of its percentage of fault pursuant to the Uniform Contribution Among Tortfeasors Act found at S.C. Code Ann. § 15-38-50, et seq.

FOR AN ELEVENTH DEFENSE

124. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

125. These Defendants allege that any conduct on their part alleged in the Plaintiffs' Complaint is not commerce within the meaning of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A TWELFTH DEFENSE

126. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

127. These Defendants allege that the Plaintiffs have not asserted any ascertainable loss of money or property as required under the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A THIRTEENTH DEFENSE

128. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

129. These Defendants allege that they are entitled to absolute quasi-judicial immunity as a court-appointed *guardian ad litem*.

FOR A FOURTEENTH DEFENSE

130. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

131. These Defendants incorporate by reference any defenses raised by other parties to this action, to the extent they are not inconsistent with their interest in this case. These Defendants cannot determine the extent to which such affirmative defenses are applicable until they have had

the opportunity to conduct discovery and reserve the right to revise this affirmative defense as more facts become known.

FOR A FIFTEENTH DEFENSE

132. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

133. These Defendants reserve the right to raise additional affirmative defenses as they become known during the course of this litigation.

ROE CASSIDY COATES & PRICE, P.A.

s/Fred W. Suggs III
Fred W. “Trey” Suggs III, SC Bar No. 70222
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***Attorney for Defendants Jennifer Browning and
Browning Geriatrics Consulting, LLC***

Greenville, South Carolina
September 14, 2022

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	Civil Action No.: 2022-CP-23-04055
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust of	)	
Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist	)	KIKI'S KARE, LLC d/b/a COMFORT
Veterinary Services, LLC, Chestnut Ridge	)	KEEPERS', ERIN COUCHELL'S &
Farm, LLC, and Hilly Street, LLC,	)	CHRIS COUCHELL'S ANSWER TO
	)	PLAINTIFFS' COMPLAINT
Plaintiffs,	)	
	)	(Jury Trial Demanded)
vs.	)	
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting,	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell	)	
Individually and as a member of Kiki's	)	
Kare, Chris Couchell Individually and as a	)	
member of Kiki's Kare, LLC, and Kerry	)	
Burnett McCreary,	)	
	)	
Defendants.	)	

TO: JOHN-PAUL BAUM, ESQUIRE; DEVON M. PURIEFOY; ESQUIRE; AND KIMBERLY THOMASON, ESQUIRE; ATTORNEYS FOR THE PLAINTIFFS:

Defendants Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell, and Chris Couchell (hereafter collectively "Defendants"), by and through their undersigned counsel, reserve the right to file a motion under Rule 12 of the South Carolina Rules of Civil Procedure or any other dispositive motion, hereby answers the Plaintiffs' Complaint by denying each and every allegation not specifically admitted and by demanding strict proof thereof. Defendants further deny Plaintiff is entitled to the relief they seek.

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Except as expressly admitted herein, each and every allegation of the Complaint is denied.

2. The opening paragraph is an introductory paragraph stating factual conclusions assumed by the Plaintiffs which require no response from the Defendants. To the extent a response is required, Defendants deny the allegations contained in the introductory paragraph.

3. Paragraph 1 of the Amended Complaint is admitted upon information and belief.

4. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 2 of the Complaint and, therefore, deny the same.

5. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 3 of the Complaint and, therefore, deny the same.

6. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 4 of the Complaint and, therefore, deny the same.

7. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 5 of the Complaint and, therefore, deny the same.

8. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 6 of the Complaint and, therefore, deny the same.

9. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 7 of the Complaint and, therefore, deny the same.

10. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 8 of the Complaint and, therefore, deny the same.

11. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 9 of the Complaint and, therefore, deny the same.

12. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 10 of the Complaint, and, therefore, deny the same.

13. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 11 of the Complaint and, therefore, deny the same.

14. Defendants admit the allegations contained in Paragraph 12 of the Complaint.

15. Defendants admit the allegations contained in Paragraph 13 of the Complaint.

16. Defendants admit the allegations contained in Paragraph 14 of the Complaint.

17. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 15 of the Complaint, and, therefore, deny the same.

18. Paragraph 16 of the Complaint contain conclusory statements of law concerning venue; therefore, no response is required. To the extent a response is required, Defendants admit venue is proper upon information and belief.

19. Paragraph 17 of the Complaint contain conclusory statements of law concerning venue and subject matter jurisdiction; therefore, no response is required. To the extent a response is required, Defendants admit jurisdiction and venue is proper upon information and belief.

20. In response to the allegations contained in Paragraph 18 of the Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 19, above.

21. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 19 of the Complaint and, therefore, deny the same.

22. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 20 of the Complaint and, therefore, deny the same.

23. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 21 of the Complaint and, therefore, deny the same.

24. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 22 of the Complaint and, therefore, deny the same.

25. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 23 of the Complaint and, therefore, deny the same.

26. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 24 of the Complaint and, therefore, deny the same.

27. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 25 of the Complaint and, therefore, deny the same.

28. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 26 of the Complaint and, therefore deny the same.

29. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 27 of the Complaint and, therefore deny the same.

30. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 28 of the Complaint and, therefore deny the same.

30. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 29 of the Complaint and, therefore, deny the same.

31. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 30 of the Complaint and, therefore, deny the same.

32. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 31 of the Complaint and, therefore, deny the same.

33. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 32 of the Complaint and, therefore, deny the same.

34. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 33 of the Complaint and, therefore, deny the same.

35. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 34 of the Complaint and, therefore, deny the same.

36. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 35 of the Complaint and, therefore, deny the same.

37. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 36 of the Complaint and, therefore, deny the same.

38. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 37 of the Complaint, including all subparts and, therefore, deny the same.

39. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 38 of the Complaint and, therefore, deny the same.

40. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 39 of the Complaint and, therefore, deny the same.

41. Defendants admit Paragraph 40 of the Complaint.

42. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 41 of the Complaint and, therefore, deny the same.

43. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 42 of the Complaint and, therefore, deny the same.

44. Defendants deny the allegations contained in Paragraph 43 of the Complaint.

45. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 44 of the Complaint and, therefore, deny the same.

46. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 45 of the Complaint and, therefore, deny the same.

47. Paragraph 46 of the Complaint is admitted to the extent that Mr. Couchell corresponded to Ms. Browning regarding some of Dr. Grist's actions. The remaining allegations contained in Paragraph 46 are denied.

48. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 47 of the Complaint and, therefore, deny the same.

49. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 48 of the Complaint and, therefore, deny the same.

50. Defendants deny the allegations contained in Paragraph 49 of the Complaint.

51. Defendants admit so much of the allegations contained in Paragraph 50 of the Complaint in that Comfort Keepers conducted an investigation into the conduct of Kerry Burnett McCreary where she admitted she engaged in sexually inappropriate activity with Dr. Grist. Once Comfort Keepers learned of Ms. McCreary's conduct it immediately terminated her and reported her conduct to the proper authorities and licensing boards. The remaining allegations contained in Paragraph 50 of the Complaint are denied as stated.

52. Defendants admit the allegations to the extent that they reported Ms. McCreary's conduct to the appropriate authorities. Defendant lacks sufficient knowledge or information as to the truth of the allegations contained in Paragraph 51 of the Complaint and deny the same.

53. Defendants deny the allegations contained in Paragraph 52 of the Complaint.

54. In response to the allegations contained in Paragraph 53 of the Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 53, above.

55. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 54 of the Complaint and, therefore, deny the same.

56. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 55 of the Complaint and, therefore, deny the same.

57. The allegations contained in Paragraph 56 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 56 infers or attempts to impute liability on these Defendants, those allegations are denied.

58. The allegations contained in Paragraph 57 of the Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 57 infers or attempts to impute liability on these Defendants, those allegations are denied.

59. The allegations contained in Paragraph 58 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 58 infers or attempts to impute liability on these Defendants, those allegations are denied.

60. The allegations contained in Paragraph 59 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 59 infers or attempts to impute liability on these Defendants, those allegations are denied.

61. Paragraph 60 of the Complaint is denied.

62. Paragraph 61 of the Complaint is denied.

63. Paragraph 62 of the Complaint is denied.

64. Paragraph 63 of the Complaint is denied.

65. In response to the allegations contained in Paragraph 64 of the Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 64, above.

66. These Defendants deny the allegations contained in Paragraph 65 of the Complaint.

67. These Defendants deny the allegations contained in Paragraph 66 of the Complaint including all subparts.

68. These Defendants deny the allegations contained in Paragraph 67 of the Complaint.

69. These Defendants deny the allegations contained in Paragraph 68 of the Complaint.

70. These Defendants deny the allegations contained in Paragraph 69 of the Complaint.

71. These Defendants deny the allegations contained in Paragraph 70 of the Complaint.

72. These Defendants deny the allegations contained in Paragraph 71 of the Complaint.

73. These Defendants deny the allegations contained in Paragraph 72 of the Complaint.

74. These Defendants deny the allegations contained in Paragraph 73 of the Complaint.

75. These Defendants deny the allegations contained in Paragraph 74 of the Complaint.

76. These Defendants deny the allegations contained in Paragraph 75 of the Complaint.

77. These Defendants deny the allegations contained in Paragraph 76 of the Complaint.

78. In response to the allegations contained in Paragraph 77 of the Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 77, above.

79. These Defendants deny the allegations contained in Paragraph 78 of the Complaint.

80. These Defendants deny the allegations contained in Paragraph 79 of the Complaint.

81. These Defendants deny the allegations contained in Paragraph 80 of the Complaint.

82. These Defendants deny the allegations contained in Paragraph 81 of the Complaint.

83. These Defendants deny the allegations contained in Paragraph 82 of the Complaint.

84. These Defendants deny the allegations contained in Paragraph 83 of the Complaint.

85. These Defendants deny the allegations contained in Paragraph 84 of the Complaint.

86. These Defendants deny the allegations contained in Paragraph 85 of the Complaint.

87. In response to the allegations contained in Paragraph 86 of the Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 86, above.

88. The allegations contained in Paragraph 87 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 87 infers or attempts to impute liability on these Defendants, those allegations are denied.

89. The allegations contained in Paragraph 88 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 88 infers or attempts to impute liability on these Defendants, those allegations are denied.

90. These Defendants deny the allegations in Paragraph 89 of the Complaint.

91. These Defendants deny the allegations as written in Paragraph 90 of the Complaint.

88. These Defendants deny the allegations contained in Paragraph 86 of the Amended Complaint.

89. Paragraph 87 of the Amended Complaint is admitted.

90. Paragraph 88 of the Amended Complaint is denied.

91. Paragraph 89 contains allegations against other parties other than these Defendants; therefore, no response is required. However, to the extent a response is required, or Paragraph 89 attempts to impute liability on these Defendants, the allegations are denied.

92. Paragraph 90 on the Amended Complaint is denied, including all subparts by these Defendants.

93. In response to the allegations contained in Paragraph 91 of the Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 92, above.

94. Paragraph 92 states a factual conclusion to which no response is required.

AFFIRMATIVE DEFENSES

By way of affirmative defenses, Defendant would allege and show unto the Court as follows:

FOR A SECOND DEFENSE

95. Plaintiffs' Complaint fails to state a claim for relief upon which relief may be granted and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

96. Any injuries sustained by Plaintiffs were due to and caused by the prior and/or intervening and/or superseding acts of negligence, carelessness, recklessness, and/or gross negligence on the part of third persons other than Defendants, as the efficient and proximate cause

of any injuries and damages alleged, and therefore Defendants should not be liable to the Plaintiffs in any sum whatsoever.

FOR A FOURTH DEFENSE

97. Defendants reserve the right to assert claims for contribution and indemnity against any responsible person, entity or party, whether or not named in this action.

FOR A FIFTH DEFENSE

98. Any recovery by Plaintiffs against Defendants must be reduced or offset by amounts Plaintiffs has or will receive from others for the same injuries claimed in this lawsuit.

FOR A SIXTH DEFENSE

99. Defendants relies upon any and all defenses or benefit codified in S.C. Code § 15-38-15 et seq. including the right to have the jury apportion fault among any named Defendants and any other responsible person, entity or party, whether or not named.

FOR A SEVENTH DEFENSE

100. Plaintiffs' claims are barred, or subject to reduction, based upon any comparative fault or negligence of Plaintiffs.

FOR AN EIGHTH DEFENSE

101. The actions complained of were licensed and appropriate.

FOR A NINTH DEFENSE

102. Any injuries sustained by the Plaintiffs may be due to and caused by the sole negligence of third persons over which Defendants had no control and, therefore, Defendants should not be liable to the Plaintiffs in any sum whatsoever.

FOR A TENTH DEFENSE

103. Plaintiffs have failed to join an indispensable and necessary party to this litigation as required by Rule 19 of the South Carolina Rules of Civil Procedure, and Plaintiffs' Complaint should be dismissed pursuant to Rule 12(b)(7) of the South Carolina Rules of Civil Procedure.

FOR AN ELEVENTH DEFENSE

104. Plaintiffs lack standing to pursue some or all of the claims they assert against Defendants.

FOR A TWELFTH DEFENSE

105. Defendants owed no legal duty to Plaintiffs.

FOR A THIRTEENTH DEFENSE

106. Defendants did not deviate from any generally accepted standards, practices, and procedures exercised by similar competent professionals in the field, acting under the same or similar circumstances.

FOR A FOURTEENTH DEFENSE

107. Any alleged negligent deviation from the generally accepted standards, practices, and procedures by Defendants their agents (which is denied) was not a direct, efficient, proximate or legal cause of some or all of the injuries claimed.

FOR A FIFTEENTH DEFENSE

108. Any alleged error Defendants or their agents, which is denied, was a bona fide error of professional judgment, and as such, Defendant cannot be liable.

FOR A SEVENTEENTH DEFENSE

109. Defendants and their agents exercised reasonable judgment and followed a reasonable course of care and/or treatment if and when required of it.

FOR AN EIGHTEENTH DEFENSE

110. Defendants rely upon and asserts any and all protections provided by South Carolina Code Annotated Section 15-32-200 et seq., including limitations in the amount of non-economic damages recoverable if any, and any other limitations provided for by said Chapter and Title, or as interpreted under common law.

FOR A NINETEENTH DEFENSE

111. Without waiving the aforementioned protections, Defendants assert and rely upon any other protections afforded by state or federal statute or administrative regulation, as may govern or limit Defendants responsibilities to Plaintiffs or any alleged duties to third parties.

FOR A TWENTIETH DEFENSE

112. With respect to Plaintiffs' request for punitive damages, Defendants are entitled to the protections set forth in S.C. Code §§ 15-32-510 through 15-32-540.

FOR A TWENTY-FIRST DEFENSE

113. Pursuant to Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages "[are] not really a fact tried by the jury" therefore Plaintiffs' request for punitive damages "to be determined by the jury" violates the United States Constitution.

FOR A TWENTY-SECOND DEFENSE

114. The U.S. Constitution's Due Process Clause "forbids a State to use punitive damages award to punish a defendant for injury that it inflicts upon nonparties or those whom they directly [do not] represent," Phillip Morris USA v. Williams, 549 U.S. 346 (2007), and, therefore, to the extent that Plaintiffs seek an award of punitive damages for potential or speculative harm to

non-parties to the present action, such prayer for relief is unconstitutional and must be struck from the pleadings and is otherwise inadmissible at trial.

FOR A TWENTY-THIRD DEFENSE

115. Notwithstanding Defendants prior defenses incorporating Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001) and State Farm Mutual Automobile Insurance Company v. Campbell, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within Exxon Shipping Company v. Baker, 554 U.S. 471 (2008).

FOR A TWENTY-FOURTH DEFENSE

116. Defendants pleads any and all other defenses which may be applicable and provided for by Rules 8 and 12 of the South Carolina Rules of Civil Procedure, by statute, by regulation, or by common law, as if set forth here verbatim.

FOR A TWENTY-FIFTH DEFENSE

117. Defendants reserves the right to assert any other defenses as may become apparent in discovery in this case.

FOR A TWENTY-SIXTH DEFENSE

118. Defendants assert and incorporate any affirmative defenses afforded to it under South Carolina Law.

WHEREFORE, having fully answered the Complaint and reserving the right to supplement or amend its answer, or to assert a future claim against any party not currently named, Defendants pray that the Plaintiffs' Complaint be dismissed with prejudice, for its costs and attorneys' fees, for a jury trial on any claim not dismissed, and for such other relief as the Court may deem proper.

Respectfully submitted,
COLLINS & LACY, P.C.

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**ATTORNEYS FOR KIKI'S KARE, LLC
d/b/a COMFORT KEEPERS, ERIN
COUCHELL AND CHRIS COUCHELL**

September 15, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Stacey Grist, as Agent under a Power of
Attorney for Stanford W. Grist,

Plaintiff,

vs.

Priscilla Mickie Grist and Caroline York Grist
Lyon,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2022CP2304463

ANSWER

The Defendants, Priscilla Mickie Grist and Caroline York Grist Lyon answering the Complaint would respectfully show to the court that each and every allegation not otherwise admitted, modified, or explained herein, is hereby denied and strict proof demanded thereof.

1. Paragraphs 1, 2, 3, are admitted.
2. Paragraph 7 is admitted in as much as Dr. Grist executed various estate planning documents during such period.
3. With respect to Paragraph 8, the Defendants allege that the document speaks for itself.
4. With respect to Paragraph 9, the Defendants lack sufficient information or knowledge and for this reason denies the same and demands strict proof thereof.
5. With respect to Paragraphs 10 and 11, the Defendants lack sufficient information or knowledge and for this reason denies the same and demands strict proof thereof.
6. Paragraph 12 is admitted only in as much as Priscilla Mickie Grist petitioned the Greenville County Probate Court for appointment of a guardian for Dr. Grist.

7. Paragraph 13 only in as much as Caroline York Grist Lyon petitioned the Greenville County Probate Court for appointment of a conservator for Dr. Grist.
8. Paragraphs 14 is denied.
9. Paragraph 15 is admitted only in as much as the Greenville County Probate Court appointed Tracy Parsons as temporary guardian for Dr. Grist.
10. With respect to Paragraph 16, the Defendants allege that the guardianship file speaks for itself.
11. The Defendants admit that Tracy Parsons contracted with Comfort Keepers to provide care for Dr. Grist, but lacks sufficient information to know the extent of the contract.
12. With respect to Paragraphs 18, 19, and 20, the Defendants lack sufficient information or knowledge and for this reason denies the same and demands strict proof thereof.
13. With respect to Paragraph 21, the Defendants allege that the guardianship file speaks for itself.
14. With respect to Paragraph 22, the Defendants lack sufficient information or knowledge and for this reason denies the same and demands strict proof thereof.
15. Paragraph 23 is admitted in as much as the Plaintiff filed a declaratory judgment action.
16. Paragraph 24 is admitted.
17. With respect to Paragraph 25, the Defendants allege that the guardianship file speaks for itself.
18. Paragraphs 26, 27 and 28 are denied.

AS TO THE FIRST CAUSE OF ACTION

19. With respect to Paragraph 30, the Defendants lack sufficient information or knowledge and for this reason denies the same and demands strict proof thereof.

20. Paragraphs 31, 32, 33, and 34 are denied.

WHEREFORE, having fully answered the Complaint, the Defendants pray that the Complaint be dismissed with prejudice, with costs assessed against the Plaintiff and for such other and further relief as to the Court may seem just, equitable and proper.

ASHMORE LEAPHART & RABON, LLC

/s/ H. Hall Provence IV
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September 19, 2022
Greenville, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Stacey Grist, as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist Living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC Chestnut Ridge Farm, LLC and Hilly Street, LLC,

Plaintiffs,

vs.

Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting, LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell Individually and as a member of Kiki's Kare, LLC and Kerry Burnett McCreary,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2022CP2304055

**ANSWER FOR DEFENDANTS
PRISCILLA MICKIE GRIST
CAROLINE YORK GRIST LYON
LEYLAND H. LYON, JR.**

The Defendants, Priscilla Mickie Grist, Caroline York Grist Lyon and Leyland H. Lyon, Jr. answering the Amended Complaint would respectfully show to the court as follows:

FOR A FIRST DEFENSE
GENERAL AND SPECIFIC DENIALS

1. Each and every allegation not otherwise admitted, modified, or explained herein, is hereby denied and strict proof demanded thereof.
2. Upon information and belief the allegations contained in Paragraph 1 of the Complaint are admitted.

3. With respect to Paragraph 2 of the Complaint, the Defendants do not admit the validity of any documentation appointing Stacey Grist as trustee of the Trust.

4. Paragraphs 3, 4, and 5 are admitted.

5. Paragraph 6 is admitted only in as much as Stacey Grist is a resident of Greenville County, South Carolina.

6. Paragraphs 7, 8, and 9 are admitted.

7. Paragraph 10 is admitted only in as much as Jennifer Browning is a resident of Greenville County, South Carolina. The remaining provisions of Paragraph 10 are denied and strict proof thereof demanded.

8. Paragraph 11 is admitted.

9. With regard to Paragraph 12, Defendant, Tracy Parsons is a professional guardian. The remaining provisions of Paragraph 12 are denied and strict proof thereof demanded.

10. With regard to Paragraphs 13, 14, 15, and 16, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

11. Paragraph 20 is admitted only in as much as Dr. Grist executed various estate planning documents during the time period of 2005 to 2020.

12. Paragraph 21 is admitted.

13. Paragraph 22 is denied and strict proof thereof demanded.

14. Paragraph 23 is admitted only in as far as the document speaks for itself.

15. Paragraph 24 is denied and strict proof thereof demanded.

16. With respect to Paragraph 25, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

17. Paragraphs 26, 27, 28, 29, 30, and 31 are denied and strict proof thereof demanded.

18. Paragraph 32 is admitted only in as much as Defendant, Priscilla Mickie Grist, filed a petition to the Greenville County Probate Court seeking to be appointed guardian of Dr. Grist. The remaining provisions of this Paragraph are denied and strict proof thereof demanded.

19. Paragraph 33 is admitted only in as much as Defendant, Caroline York Grist Lyon, filed a petition to the Greenville County Probate Court seeking to be appointed conservator of Dr. Grist. The remaining provisions of this Paragraph are denied and strict proof thereof demanded.

20. Paragraph 34 is denied and strict proof thereof demanded.

21. Paragraph 35 is admitted only in that the Greenville County Probate Court ordered the appointment of a temporary guardian for Dr. Grist. Tracy Parsons was appointed as temporary guardian of Dr. Grist by order of the Greenville County Probate Court dated July 30, 2020.

22. Paragraphs 36, 37 and 38 are denied and strict proof thereof demanded.

23. Paragraph 39 is admitted only in as much as the Greenville County Probate Court appointed Jennifer Browning as Guardian ad litem for Dr. Grist. The Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

24. Paragraph 40 is admitted in as much as Tracy Parsons was appointed as temporary guardian of Dr. Grist by order of the Greenville County Probate Court dated July 30, 2020.

25. Paragraph 41 is admitted.

26. With regard to Paragraph 43, the Defendants lack sufficient knowledge with regard to who was allowed to visit with Dr. Grist.

27. With respect to Paragraphs 44 and 45, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

28. The Defendants admit Paragraph 46 only in as much as the Greenville County Probate Court held a hearing regarding the extension of appointment of Tracy Parsons as temporary guardian on April 8, 2022.

29. With regard to Paragraphs 46, 47 48, and 49, the Defendants state that the record of the hearing speaks for itself.

30. With respect to Paragraphs 50, 51, and 52, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

31. The Defendants deny the allegations of Paragraph 53.

AS TO THE FIRST CAUSE OF ACTION

32. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

33. Paragraph 55 admitted only in as much as Dr. Grist executed various estate planning documents during the time period of 2005 to 2020.

34. Paragraph 56 is admitted only in as much as Priscilla Mickie Grist petitioned the Greenville County Probate Court for appointment of a guardian for Dr. Grist and Caroline York Grist Lyon petitioned the Greenville County Probate Court for appointment of a conservator for Dr. Grist.

35. Paragraphs 57, 58, 59, 60, 61, 62, 63, and 64 are denied.

AS TO THE SECOND CAUSE OF ACTION

36. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

37. Paragraphs 65, 66, 67, 68, 69, 70, and 71 are denied.

AS TO THE THIRD CAUSE OF ACTION

38. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

39. Paragraphs 73, 74, 75, 76, 77, 78, 79, and 80 require no response from the Defendants.

AS TO THE FOURTH CAUSE OF ACTION

40. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

41. Paragraphs 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, and 93 require no response from the Defendants.

AS TO THE FIFTH CAUSE OF ACTION

42. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

43. The Defendants lack sufficient information or knowledge with which to form a belief as to any contracts Stacey Grist entered into on behalf of such entities.

44. Paragraphs 96, 97 and 98 are denied and strict proof thereof demanded.

AS TO THE SIXTH CAUSE OF ACTION

45. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

46. Paragraphs 101 and 102 are denied and strict proof thereof demanded.

WHEREFORE, having fully answered the Complaint, the Defendants pray that the Complaint be dismissed with prejudice, with costs assessed against the Plaintiff and for such other and further relief as to the Court may seem just, equitable and proper.

ASHMORE LEAPHART & RABON, LLC

/s/H. Hall Provence IV
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September 21, 2022
Greenville, South Carolina

2023-CP-23- 04899

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC, and Hilly Street, LLC,

Plaintiffs,

v.

Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

FILED

OCT 14 2022

GREENVILLE COUNTY
PROBATE COURT

C.A. No.: 2022-GC-23-00147

**ANSWER OF DEFENDANTS JENNIFER
BROWNING AND BROWNING
GERIATRICS CONSULTING, LLC TO
THE AMENDED COMPLAINT**

The Defendants, Jennifer Browning and Browning Geriatric Consulting, LLC, answering the Amended Complaint of the Plaintiffs, herein, would respectfully allege as follows:

FOR A FIRST DEFENSE

1. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 1, and therefore deny the same.
2. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 2, and therefore deny the same.
3. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 3, and therefore deny the same.

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4. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 4, and therefore deny the same.

5. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 5, and therefore deny the same.

6. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 6, but admit the same upon information and belief.

7. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 7, but admit the same upon information and belief.

8. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 8, but admit the same upon information and belief.

9. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 9, but admit the same upon information and belief.

10. These Defendants admit so much of the allegations of paragraph 10 as allege that Jennifer Browning is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 10.

11. These Defendants admit the allegations of paragraph 11.

12. These Defendants admit upon information and belief so much of the allegations of paragraph 12 as allege that Tracy Parsons is a professional counselor who is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 12 upon information and belief.

13. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 13, but admit the same upon information and belief.

14. These Defendants lack sufficient information to form a belief as to the truth of the

allegations of paragraph 14, but admit the same upon information and belief.

15. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 15, but admit the same upon information and belief.

16. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 16, and therefore deny the same.

17. The allegations of paragraph 17 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 17.

18. The allegations of paragraph 18 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 18.

19. Answering the allegations of paragraph 19, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

20. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 20, and therefore deny the same.

21. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 21, and therefore deny the same.

22. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 22, and therefore deny the same.

23. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 23, and therefore deny the same.

24. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 24, and therefore deny the same.

25. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 25, and therefore deny the same.
26. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 26, and therefore deny the same.
27. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 27, and therefore deny the same.
28. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 28, and therefore deny the same.
29. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 29, and therefore deny the same.
30. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 30, and therefore deny the same.
31. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 31, and therefore deny the same.
32. These Defendants admit so much of the allegations of paragraph 32 as allege that Mickie Grist filed a Petition with the Greenville County Probate Court seeking appointment of a guardian for Dr. Grist. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 32, and therefore deny the same.
33. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 33, and therefore deny the same.
34. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 34, and therefore deny the same.
35. These Defendants admit so much of the allegations of paragraph 35 as allege that

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Jennifer Browning was ordered by the Probate Court to serve as *guardian ad litem* for Dr. Grist.

These Defendants deny the remaining allegations of paragraph 35.

36. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 36, and therefore deny the same.

37. These Defendants deny the allegations of paragraph 37.

38. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 38, and therefore deny the same.

39. These Defendants admit so much of the allegations of paragraph 39 as allege that Ms. Browning was appointed *guardian ad litem* on behalf of Dr. Grist and that she was in contact with Mickie Grist and her attorneys by telephone and email many times, although these Defendants are uncertain of the number. These Defendants further admit so much of the allegations of paragraph 39 as allege that Ms. Browning had a difficult time contacting Stacey Grist, but communicated with her individually and/or through counsel on dozens of occasions. These Defendants deny the remaining allegations of paragraph 39.

40. These Defendants admit so much of allegations of paragraph 40 as allege that the Court appointed Tracy Parsons as guardian of Dr. Grist with the duties and responsibilities as outlined by statute. These Defendants deny the remaining allegations of paragraph 40.

41. These Defendants deny the allegations of paragraph 41 upon information and belief.

42. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny the same.

43. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny the same.

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44. These Defendants deny the allegations of paragraph 44 upon information and belief.

45. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 45, and therefore deny the same.

46. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 46, and therefore deny the same.

47. These Defendants admit so much of allegations of paragraph 47 as allege that Ms. Browning, on behalf of Dr. Grist, provided to all parties and the Court an email dated March 25, 2022 from Chris Couchell of Comfort Keepers, to which these Defendants crave reference as to its contents. These Defendants deny the remaining allegations of paragraph 47.

48. These Defendants admit so much of allegations of paragraph 48 as allege that these Defendants supported Tracy Parsons' guardianship on behalf of Dr. Parsons, including the extension of the guardianship, and provided multiple reports and addenda with exhibits supporting the same. These Defendants deny the remaining allegations of paragraph 48.

49. These Defendants admit so much of the allegations of paragraph 49 as allege that the Court extended Tracy Parsons guardianship. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 49, and therefore deny the same.

50. These Defendants deny the allegations of paragraph 50.

51. These Defendants admit so much of the allegations of paragraph 51 as allege that they were made aware of concerns related to sexual contact between Dr. Grist and a Comfort Keepers employee; that Ms. Browning reviewed a video or videos related to the sexual contact; and that an investigation was conducted by others related to the allegations of sexual contact.

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These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 51, and therefore deny the same.

52. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 52, and therefore deny the same.

53. These Defendants deny the allegations of paragraph 53.

54. Answering the allegations of paragraph 54, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

55. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 55, and therefore deny the same.

56. These Defendants admit so much of allegations of paragraph 56 as allege that Mickie Grist petitioned the Court for appointment of a guardian. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 56, and therefore deny the same.

57. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 57, and therefore deny the same.

58. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 58, and therefore deny the same.

59. These Defendants deny the allegations of paragraph 59.

60. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 60, and therefore deny the same.

61. These Defendants deny the allegations of paragraph 61.

62. These Defendants deny the allegations of paragraph 62 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the remaining

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allegations of paragraph 62, and therefore deny the same.

63. These Defendants deny the allegations of paragraph 63.

64. These Defendants deny the allegations of paragraph 64.

65. Answering the allegations of paragraph 65, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

66. These Defendants deny the allegations of paragraph 66.

67. These Defendants deny the allegations of paragraph 67.

68. These Defendants deny the allegations of paragraph 68.

69. These Defendants deny the allegations of paragraph 69.

70. These Defendants deny the allegations of paragraph 70.

71. These Defendants deny the allegations of paragraph 71.

72. Answering the allegations of paragraph 72, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

73. These Defendants deny the allegations of paragraph 73 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 73, and therefore deny the same.

74. These Defendants deny the allegations of paragraph 74.

75. These Defendants deny the allegations of paragraph 75.

76. These Defendants deny the allegations of paragraph 76.

77. These Defendants deny the allegations of paragraph 77.

78. These Defendants deny the allegations of paragraph 78.

79. These Defendants deny the allegations of paragraph 79.

80. These Defendants deny the allegations of paragraph 80.

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81. Answering the allegations of paragraph 81, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

82. The allegations of paragraph 82 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 82, and therefore deny the same.

83. The allegations of paragraph 83 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 83, and therefore deny the same.

84. The allegations of paragraph 84 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 84, and therefore deny the same.

85. The allegations of paragraph 85 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 85, and therefore deny the same.

86. The allegations of paragraph 86 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 86, and therefore deny the same.

87. The allegations of paragraph 87 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 87, and therefore deny the same.

88. The allegations of paragraph 88 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 88, and therefore deny the same.

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89. The allegations of paragraph 89 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants deny the allegations of paragraph 89.

90. These Defendants deny the allegations of paragraph 90.

91. These Defendants deny the allegations of paragraph 91.

92. These Defendants deny the allegations of paragraph 92.

93. These Defendants deny the allegations of paragraph 93.

94. Answering the allegations of paragraph 94, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

95. The allegations of paragraph 95 do not pertain to these Defendants; therefore, no response is required.

96. The allegations of paragraph 96 do not pertain to these Defendants; therefore, no response is required.

97. The allegations of paragraph 97 do not pertain to these Defendants; therefore, no response is required.

98. The allegations of paragraph 98 do not pertain to these Defendants; therefore, no response is required.

99. Answering the allegations of paragraph 99, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

100. The allegations of paragraph 100 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 100, and therefore deny the same.

101. These Defendants deny the allegations of paragraph 101.

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JMB

102. These Defendants deny the allegations of paragraph 102.

103. Answering the allegations of paragraph 99, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

104. These allegations contain statements that do not require a response.

105. These Defendants deny each and every allegation not admitted, denied, or explain it above.

FOR A SECOND DEFENSE

106. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

107. The Plaintiffs have failed to state facts sufficient to constitute a cause of action, and the Complaint should be dismissed pursuant to Rule 12(b)(6) SCRCP.

FOR A THIRD DEFENSE

108. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

109. These Defendants allege that even assuming they were negligent, careless, grossly negligent, willful, wanton, or reckless in any respect, and that any such conduct on their part operated as a proximate cause of the Plaintiffs' damages, if any, all of which is expressly denied and admitted solely for the purpose of this defense and no other, that the Plaintiff Stacey Grist's negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent to the cause of any breach of the standard of care and the Plaintiffs' resulting injuries and damages, if any. For that reason, these Defendants are not liable to the Plaintiffs in any sum whatsoever.

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FOR A FOURTH DEFENSE

110. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

111. These Defendants allege that even if they were was negligent, careless, grossly negligent, reckless, willful, or wanton in any respect whatsoever, which is expressly denied and admitted solely for the purpose of this defense and no other, and even if any such conduct on their part operated as a greater than fifty percent cause of the Plaintiffs' resulting damages, if any, which is also expressly denied and admitted solely for the purpose of this defense and no other, they are entitled to a determination as to the percentage that the Plaintiffs' negligent, grossly negligent, reckless, willful, and wanton conduct contributed to their damages and to a reduction of any amount awarded to the Plaintiffs in an amount equal to that percentage of Plaintiffs' own negligent, grossly negligent, reckless, willful, and wanton conduct.

FOR A FIFTH DEFENSE

112. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

113. These Defendants allege that the damages alleged by the Plaintiffs, if any, resulted from intervening and superseding acts of persons or entities for whom they are not liable or responsible.

FOR A SIXTH DEFENSE

114. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

115. The Plaintiffs' Complaint is barred, in whole or in part, by the doctrines of estoppel, waiver, laches, consent, and/or unclean hands.

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FOR A SEVENTH DEFENSE

116. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

117. The Plaintiff's claim for punitive damages violates the Fifth, Sixth, Seventh, and/or Fourteenth Amendments of the Constitution of the United States.

FOR AN EIGHTH DEFENSE

118. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

119. These Defendants plead the limitations on punitive damage awards found in S.C. Code Ann. §§ 15-32-510 to -530, and request bifurcation in accordance with these code sections.

FOR A NINTH DEFENSE

120. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

121. The Plaintiffs' damages, if any, were caused by the contributing, intervening, or superseding actions, errors, omissions, or negligence by individuals or entities other than these Defendants, and as such, any action or inaction of these Defendants was not the proximate cause of the Plaintiffs' alleged damages, if any.

FOR A TENTH DEFENSE

122. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

123. To the extent that these Defendants are found liable for the Plaintiffs' damages, which are denied, it is entitled to a determination of its percentage of fault pursuant to the Uniform Contribution Among Tortfeasors Act found at S.C. Code Ann. § 15-38-50, et seq.

FOR AN ELEVENTH DEFENSE

124. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

125. These Defendants allege that any conduct on their part alleged in the Plaintiffs' Complaint is not commerce within the meaning of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A TWELFTH DEFENSE

126. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

127. These Defendants allege that the Plaintiffs have not asserted any ascertainable loss of money or property as required under the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A THIRTEENTH DEFENSE

128. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

129. These Defendants allege that they are entitled to absolute quasi-judicial immunity as a court-appointed *guardian ad litem*.

FOR A FOURTEENTH DEFENSE

130. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

131. These Defendants incorporate by reference any defenses raised by other parties to this action, to the extent they are not inconsistent with their interest in this case. These Defendants cannot determine the extent to which such affirmative defenses are applicable until they have had

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the opportunity to conduct discovery and reserve the right to revise this affirmative defense as more facts become known.

FOR A FIFTEENTH DEFENSE

132. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

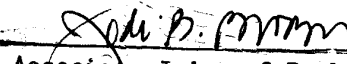
133. These Defendants reserve the right to raise additional affirmative defenses as they become known during the course of this litigation.

ROE CASSIDY COATES & PRICE, P.A.


Fred W. "Trey" Suggs III, SC Bar No. 70222
P.O. Box 10529 (29603)
1052 N. Church Street
Greenville, SC 29601
P: (864) 349-2600
F: (864) 349-0303

*Attorney for Defendants Jennifer Browning and
Browning Geriatrics Consulting, LLC*

Greenville, South Carolina
October 14, 2022

#15
A TRUE COPY

Associate Judge of Probate
Pickens County, S.C.
SEP 20 2023

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

Stacey Grist as Agent under a Power of) C/A Number: 2022-CP-23-04055
Attorney for Stanford W. Grist and as)
Trustee of the Second Amended Trust of)
Stanford W. Grist living Trust dated)
December 5, 2005, Stanford Grist)
Veterinary Services LLC, Chestnut Ridge)
Farm LLC and Hilly Street, LLC,)

Plaintiffs,) **DEFENDANT KERRY BURNETT**
) **MCCREARY'S ANSWER TO AMENDED**
) **COMPLAINT**

vs.)

Priscilla Mickie Grist, Caroline York)
Grist Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics)
Consulting LLC, Tracy Parson, Kiki's)
Kare, LLC d/b/a Comfort Keepers, Erin)
Couchell Individually and as a member of)
Kiki's Kare, Chris Couchell individually)
and as a member of Kiki's Care, LLC and)
Kerry Burnett McCreary,)
Defendants.)

TO: DEVON M. PURIEFOY, ESQUIRE AND KIMBERLY THOMASON, ESQUIRE,
ATTORNEYS FOR PLAINTIFFS:

Defendant, Kerry Burnett McCreary, by and through undersigned counsel below, hereby
answers the Amended Complaint as follows:

1. Denied for lack of knowledge.
2. Denied for lack of knowledge.
3. Denied for lack of knowledge.
4. Denied for lack of knowledge.
5. Denied for lack of knowledge.
6. Denied for lack of knowledge.

7. Denied for lack of knowledge.
8. Denied for lack of knowledge.
9. Denied for lack of knowledge.
10. Denied for lack of knowledge.
11. Denied for lack of knowledge.
12. Denied for lack of knowledge.
13. Denied for lack of knowledge.
14. Denied for lack of knowledge.
15. Denied for lack of knowledge.
16. Admitted.
17. Admitted upon information and belief.
18. Admitted upon information and belief.
19. Defendant McCreary incorporates by reference her responses to paragraphs 1-18 of the
Amended Complaint as if set forth herein verbatim.
20. Denied for lack of knowledge.
21. Denied for lack of knowledge.
22. Denied for lack of knowledge.
23. Denied for lack of knowledge.
24. Denied for lack of knowledge.
25. Denied for lack of knowledge.
26. Denied for lack of knowledge.
27. Denied for lack of knowledge.
28. Denied for lack of knowledge.

29. Denied for lack of knowledge.
30. Denied for lack of knowledge.
31. Denied for lack of knowledge.
32. Denied for lack of knowledge.
33. Denied for lack of knowledge.
34. Denied for lack of knowledge.
35. Denied for lack of knowledge.
36. Denied for lack of knowledge.
37. Denied for lack of knowledge.
38. Denied for lack of knowledge.
39. Denied for lack of knowledge.
40. Denied for lack of knowledge.
41. Denied for lack of knowledge.
42. Denied for lack of knowledge.
43. Denied for lack of knowledge.
44. Denied for lack of knowledge.
45. Denied for lack of knowledge.
46. Denied for lack of knowledge.
47. Denied for lack of knowledge.
48. Denied for lack of knowledge.
49. Denied for lack of knowledge.
50. Denied for lack of knowledge.

51. Denied for lack of knowledge and denied as stated. Defendant McCreary denies for lack of knowledge any communication between Comfort Keepers and Plaintiff and denies performing “numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.” Any remaining allegations are denied.

52. Denied for lack of knowledge.

53. Denied.

FIRST CAUSE OF ACTION

54. Defendant McCreary incorporates by reference her responses to paragraphs 1-53 of the Amended Complaint as if set forth herein verbatim.

55. Denied for lack of knowledge.

56. Denied for lack of knowledge.

57. Denied for lack of knowledge.

58. Denied for lack of knowledge.

59. Denied for lack of knowledge.

60. Denied for lack of knowledge.

61. Denied for lack of knowledge.

62. Denied for lack of knowledge.

63. Denied for lack of knowledge.

64. Denied.

SECOND CAUSE OF ACTION

65. Defendant McCreary incorporates by reference her responses to paragraphs 1-64 of the Amended Complaint as if set forth herein verbatim.

66. Denied as to Defendant McCreary.

67. Denied as to Defendant McCreary, including subparts.

68. Denied as to Defendant McCreary.

69. Denied.

70. Denied.

71. Denied.

THIRD CAUSE OF ACTION

72. Defendant McCreary incorporates by reference her responses to paragraphs 1-71 of the Amended Complaint as if set forth herein verbatim.

73. Denied for lack of knowledge.

74. Denied for lack of knowledge.

75. Denied for lack of knowledge.

76. Denied for lack of knowledge.

77. Denied for lack of knowledge.

78. Denied for lack of knowledge.

79. Denied for lack of knowledge.

80. Denied for lack of knowledge.

FOURTH CAUSE OF ACTION

81. Defendant McCreary incorporates by reference her responses to paragraphs 1-80 of the Amended Complaint as if set forth herein verbatim.

82. Defendant McCreary admits only that she was within the scope of her employment with Comfort Keepers. Any remaining allegations are directed to other Defendants and state conclusions of law.

83. This paragraph states legal conclusions as to which no response is required. To the extent a response may be required, Defendant McCreary denies breach of any duty to Plaintiff.
84. This paragraph states legal conclusions as to which no response is required. To the extent a response may be required, Defendant McCreary denies breach of any duty to Plaintiff.
85. Denied.
86. Denied for lack of knowledge.
87. This paragraph states legal conclusions as to which no response is required. To the extent a response may be required, Defendant McCreary denies breach of any duty to Plaintiff.
88. This paragraph states legal conclusions as to which no response is required. To the extent a response may be required, Defendant McCreary denies breach of any duty to Plaintiff.
89. This paragraph states legal conclusions as to which no response is required. To the extent a response may be required, Defendant McCreary denies breach of any duty to Plaintiff.
90. Denied as to Defendant McCreary, including all subparts.
91. Denied.
92. Denied.
93. Denied.

FIFTH CAUSE OF ACTION

94. Defendant McCreary incorporates by reference her responses to paragraphs 1-93 of the Amended Complaint as if set forth herein verbatim.
95. Denied for lack of knowledge.
96. Denied for lack of knowledge.
97. Denied for lack of knowledge.
98. Denied for lack of knowledge.

SIXTH CAUSE OF ACTION

99. Defendant McCreary incorporates by reference her responses to paragraphs 1-98 of the Amended Complaint as if set forth herein verbatim.

100. Denied for lack of knowledge.

101. Denied for lack of knowledge.

102. Denied for lack of knowledge.

SEVENTH CAUSE OF ACTION

103. Defendant McCreary incorporates by reference her responses to Paragraphs 1-102 of the Amended Complaint as if set forth herein verbatim.

104. This paragraph contains no allegations which Defendant McCreary is required to admit or deny.

105. Any allegations of the Amended Complaint not specifically admitted herein are denied.

106. Defendant McCreary denies that Plaintiff is entitled to any legal or equitable relief against her.

FIRST AFFIRMATIVE DEFENSE

Plaintiff Stanford Grist instigated and consented to any alleged conduct of Defendant McCreary.

SECOND AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiff has failed to mitigate his alleged damages.

THIRD AFFIRMATIVE DEFENSE

Defendant McCreary is not liable to the extent that the Plaintiff was negligent, grossly negligent, and reckless, and such negligence, gross negligence, and recklessness caused or contributed to the matter complained of in the Amended Complaint and exceeded any and all

negligence of Defendant McCreary. Assuming without admitting that Defendant was negligent or grossly negligent, Plaintiff's recovery must be reduced in proportion to any contributory negligence, gross negligence, and recklessness.

FOURTH AFFIRMATIVE DEFENSE

The Amended Complaint fails to state a claim against Defendant McCreary.

Respectfully submitted,

HALLIGAN MAHONEY WILLIAMS SMITH
FAWLEY & REAGLE, PA

s/Thomas K. Barlow
Thomas K. Barlow, S.C. Bar No. 8995
tbarlow@hmwlegal.com
P.O. Box 11367
Columbia, South Carolina 29211
(803) 254-4035
Attorneys for Kerry Burnett McCreary

June 29, 2023
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	SECOND AMENDED SUMMONS
	)	
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell Individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to respond to the Plaintiffs **COMPLAINT** filed in the above action, a copy of which is herewith served upon you, and to serve a copy of your response upon the subscriber at his office located at 3 Boyce Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to appropriately respond hereto within that time period, the Plaintiff herein will apply to the Court for the relief demanded in the attached **COMPLAINT** and a Judgment by Default will be rendered against you for the relief demanded in the attached **COMPLAINT**.

Respectfully Submitted this
29TH day of January, 2024

TRULUCK THOMASON, LLC

s/ Kimberly Thomason

Kimberly Thomason

SC Bar No.:79179

s/Devon M. Puriefoy

Devon M. Puriefoy

SC Bar No.:102097

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

Fax: (864) 243-8115

kim@truluckthomason.com

devon@truluckthomason.com

Attorneys for Plaintiffs

ELECTRONICALLY FILED - 2024 Jan 29 3:20 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	SECOND AMENDED COMPLAINT
	)	(Jury Trial Demand)
Priscilla Mickie Grist, Caroline York Grist	)	
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell Individually)	)	
and as a member of Kiki's Kare, Chris	)	
Couchell individually and as a member	)	
of Kiki's Kare, LLC, and Kerry Burnett	)	
McCreary,	)	
Defendants.	)	
	)	

TO THE ABOVE NAMED DEFENDANTS:

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and Stacey Grist as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, ("Trustee"), Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, Hilly Street LLC (*collectively referred to as the "Plaintiffs"*) by and through their undersigned counsel, complaining of Defendants Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell individually and as a member of Kiki's Kare, Chris Couchell individually

and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary (*collectively referred to as the "Defendants"*), allege as follows:

INTRODUCTION

This action concerns a daughter enforcing her father's wishes. Through this action, Plaintiffs respectfully requests that this Court punish the Defendants for their egregious acts against a highly respected retired veterinarian.

JURISDICTION AND VENUE

1. Stacey Grist is currently serving as Agent under a Power of Attorney for Stanford W. Grist.
2. Stacey Grist is the Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005 (the "Trust"). The Trust assets are located in Greenville, South Carolina.
3. Stanford Grist Veterinary Services, LLC, a Trust asset, is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.
4. Chestnut Ridge Farm, LLC, a Trust asset, is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.
5. Hilly Street, LLC, a Trust asset, is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.
6. Plaintiff, Stacy Grist, individually and as Trustee of the Trust is a resident of Greenville County, South Carolina.

7. Upon information and belief, Priscilla Mickie Grist (“Mickie”) is a citizen and resident of Greenville County, South Carolina.

8. Upon information and belief, Caroline York Grist Lyon (“Caroline”) is a citizen and resident of Georgia.

9. Upon information and belief, Leyland H. Lyon, Jr. (“Leyland”) is a citizen and resident of Georgia.

10. Upon information and belief, Jennifer Browning (“Ms. Browning”) is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Browning was acting outside of her duties as guardian ad litem.

11. Browning Geriatrics Consulting LLC is a South Carolina limited liability company maintaining its principal place of business in Greenville, South Carolina.

12. Upon information and belief, Tracy Parsons (“Ms. Parsons”) is an unlicensed professional counselor that is a citizen and resident of Greenville, South Carolina. At all times mentioned herein, Ms. Parson was acting outside of her duties as guardian.

13. Upon information and belief, Kiki’s Kare, LLC d/b/a Comfort Keepers (“Comfort Keepers”), is a South Carolina limited liability maintaining its principal place of business in Spartanburg, South Carolina

14. Upon information and belief, Erin Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

15. Upon information and belief, Chris Couchell is a member of Comfort Keepers and a citizen and resident of Spartanburg, South Carolina.

16. Upon information and belief, Kerry Burnett McCreary is a citizen and resident of Pickens County, South Carolina.

17. Pursuant to S.C. Code Ann. § 15-7-30, venue for this case properly lies in Greenville County, South Carolina as the alleged acts occurred in Greenville County.

18. For the foregoing reasons, jurisdiction and venue are proper in Greenville County, South Carolina.

FACTUAL BACKGROUND

19. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

20. Between 2005 to 2020, Dr. Stanford W. Grist (“Dr. Grist”) took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

21. In 2005, Dr. Grist executed his revocable Trust. Dr. Grist named himself as the Trustee of his Trust and upon his incapacity or death, Leyland was to serve as the successor Trustee. On the same day, Dr. Grist executed a General Durable Power of Attorney naming Leyland as his Attorney-In-Fact.

22. Over time, however, Dr. Grist began reevaluating his succession plan, and upon discovering that thousands upon thousands of dollars were misappropriated by Leland and Caroline from the Veterinary Business, Dr. Grist elected to amend his corporate documents, as well as his estate documents to remove Leyland and Caroline as successor Trustees and to name Stacey Grist (“Plaintiff”) as an officer of the Business and as successor Trustee under the Trust.

23. On or about February 19, 2019, Dr. Grist went to a well-known, and well-respected firm in Greenville, South Carolina to amend his Durable Power of Attorney (the “POA”) to reflect his desire that his daughter, Plaintiff, serve as his attorney-in-fact upon his incapacity (springing powers defined in the POA). Article IX, Section 3 of the Durable Power of Attorney specifically nominated “...Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary.”

24. On or about May 1, 2019, Dr. Grist went back to the same law firm in Greenville, South Carolina to amend his Trust to reflect his desire that Plaintiff serve as his successor Trustee. The drafting attorney very astutely elected to execute an affidavit stating that Dr. Grist had capacity to execute such documents. In addition to this safeguard, the drafting attorney also thought it necessary for Dr. Grist to submit to an independent medical evaluation by a disinterested third-party, which confirmed the drafting attorney’s belief that Dr. Grist was of sound mind.

25. At all times since the May 1, 2019 amendment, Plaintiff served as Dr. Grist’s attorney-in-fact upon any determination of incapacity and as successor trustee, as well as an active participant in the operation of the Business.

26. A little over a year later, Dr. Grist went to another highly regarded law firm located in Greenville, South Carolina to make further amendments to his Trust. The May 13, 2020 amendment to the Trust revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff as his successor trustee, in place.

27. The Trust originally provided that the beneficiaries to the Trust, Mickie, Stacey Grist, and Charlotte Grist, would receive equal shares of the Trust assets *per stirpes*.

28. In the May 13, 2020 amendment Dr. Grist took away any ownership interest Mickie had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the “Companies”), and left Mickie all stocks and bonds being held in Trust. Dr. Grist then split the Companies equally between Stacey Grist and Charlotte Grist.¹

29. The drafter of the May 13, 2020 amendment also had Dr. Grist submit to an independent medical examination by a disinterested third-party. Both the physician and the drafting attorney found Dr. Grist to be of sound mind. Dr. Grist also informed Mickie of the changes and invited her to meet with the attorney as well to fully understand the change. After learning of this change Mickie subsequently submitted her formal resignation as Dr. Grist’s Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that no longer wanted this responsibility.

30. Then immediately following her resignation as HCPOA, Mickie set about to take Dr. Grist to an unplanned doctor’s appointment to have “papers signed” with no explanation. On June 26, 2020, Dr. Grist called his ex-wife who he remains very close to, to ask her help because Mickie was trying to force him into the car to take him to a doctor appointment. Ms. Grist came to his aid and was forced to call the police to stop Mickie and the man with her. A police report was issued detailing the concern that Mickie was using this tactic as a means to get to Dr. Grist’s money as she was being pursued by debt collectors. Again, this was after she previously resigned as his HCPOA.

31. Approximately two months after the May 13, 2020 amendment to the Trust eliminating Mickie's interest in the businesses, Mickie and Caroline put into action their calculated scheme to circumvent Dr. Grist's wishes in an effort to secure what they respectively believed to be a more favorable distribution of Trust assets to Mickie upon the incapacity or death of Dr. Grist than what his carefully drafted and thought out estate plan provided for her.

32. On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Mickie executed and submitted an *ex-parte* petition to the Greenville County Probate Court seeking to be appointed guardian over Dr. Grist while specifically noting in the petition that Dr. Grist did not previously designate a guardian in his estate documents.

33. Caroline then filed a subsequent conservatorship petition based on vague and baseless allegations of Plaintiff improperly handling Dr. Grist's business and undue influence in the execution of the POA and the amendments to the Trust with absolutely no factual basis. She also stated that Dr. Grist had no Trustee with full knowledge that his Trust provided for a successor Trustee upon his incapacity.

34. These baseless allegations were dispelled of after Plaintiff voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.

35. The improper filing seeking Mickie's appointment to serve as Dr. Grist's guardian resulted in a determination that Dr. Grist was in fact mentally incapacitated, despite recent prior findings otherwise. Following this determination, Mickie was replaced as guardian by Tracy Parsons with Ms. Browning serving as guardian ad litem.

36. The family was initially confused by this petition and appointment as Dr. Grist expressly instructed that in the event of incapacity, Plaintiff was to serve as his guardian and conservator in order to avoid any such proceedings.

37. Within the coming months it became clear that the guardianship and conservatorship proceedings, which should have only affected Dr. Grist's estate assets, were intended to serve as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Mickie a third of the assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action.

38. Mickie's actions could have in no way been related to concern for Dr. Grist's health and wellbeing given that on May 28, 2020 she formally resigned as his Healthcare Power of Attorney expressly stating in the body of the resignation as her reason that she no longer wanted that responsibility for his health. Then six weeks later on July 13, 2020 she filed for emergency appointment of herself as guardian for Dr. Grist. Mickie's abuse of process in filing what was clearly an unfounded petition without notice to Petitioner or any other family member, as well as her scheme to have Caroline file a petition for appointment of a conservator alleging undue influence as to the trust amendments and the appointment of Petitioner as POA, could only be construed as exactly what it was, an overt act to circumvent the terms of the Trust without triggering the absolute no Contest Provision which remained consistent in the original Trust and both amendments to the trust and which would result in Mickie's complete disinheritance for going against Dr. Grist's express wishes. Section 13.03 of the Trust provides:

If any beneficiary of this trust or any trust created under this trust agreement, alone or in conjunction with any other person engages in any of the following actions, the right of such beneficiary to take any interest given to such beneficiary under this trust or any trust created under this trust agreement shall be determined as it would have been determined had such beneficiary predeceased me with without surviving issue:

Contests by a claim of undue influence, fraud, menace, duress or lack of testamentary, or otherwise objects in any court to the validity of (a) this trust, (b) any trust created under the terms of this agreement (c) my will, or (d) any beneficiary designation of an annuity, retirement plan, IRA, Keogh, pension or profit sharing plan or insurance policy signed by me or any amendments or codicils to any Document; or seeks to obtain an adjudication in any court proceeding that a Document or any of its provisions is void or otherwise seeks to void, nullify or set aside a Document or any of its provisions... or Participates in any of the above actions in a manner adverse to the trust estate, such as conspiring with or assisting any person who takes any of the above actions.

39. At a subsequent hearing on the temporary guardianship, Browning was appointed as Guardian ad litem. After her appointment she had direct contact with Mickie and/or her counsel no less than thirty-four (34) separate occasions, while Stacey Grist, as Trustee and Power of Attorney, has only been contacted twice.

40. Upon removal of Mickie as temporary guardian, the Court appointed Ms. Parsons who was tasked with ensuring Dr. Grist's safety and to act in his best interest.

41. In her capacity as guardian, Ms. Parsons contracted with Comfort Keepers to provide 24 hour a day, 7 days a week, 365 days a year in-home health care for Dr. Grist.

42. Dr. Grist's Trust bore the entire financial responsibility of this decision by Ms. Parson.

43. For reasons unknown to Plaintiff, Ms. Parsons went to great lengths to isolate Dr. Grist and prevent those who love him most from visiting.

44. Although the reasoning behind Ms. Parsons conduct is difficult to understand, Comfort Keepers has been openly, and seemingly intentionally, derelict in its duties to Dr. Grist which is evidenced by instances of overly prescribing medications, exploitation of Dr. Grist's mental incapacity, and workers committing sexual acts against Dr. Grist.

45. In fact, after having observed instances of inappropriate conduct by Comfort Keepers' employee(s) with Dr. Grist, Plaintiff demanded an investigation be conducted.

46. In the interim, on or about April 7, 2022, a hearing was conducted to determine whether Ms. Parson's guardianship would be extended at which time, having seen what Ms. Parsons' appointed in-home care was capable of, Plaintiff openly objected to the same.

47. In support of Ms. Browning's belief that Ms. Parson's guardianship needed to be extended, Ms. Browning presented the Court with an email dated March 25, 2022, approximately two weeks before the hearing to remove Tracy Parsons, which purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers' ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm.

48. In further support of her contention that Ms. Parsons' guardianship should be extended, Ms. Browning submitted a letter to the court which referenced numerous falls that Dr. Grist had suffered.

49. Armed with these "facts," the Court extended Ms. Parsons' guardianship.

50. Coincidentally, upon Plaintiff's receipt of the records from Comfort Keepers, obtained via subpoena, it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, were completely fabricated.

51. Plaintiff was also made aware some time ago by her father of alleged sexual abuse by a Comfort Keepers employee. She reported the same to all parties. A video was reviewed by all and the guardian determined that no such abuse happened based on what could be seen. It was never revealed that any further evidence existed regarding the incident. Plaintiff only

recently learned that an internal investigation by Comfort Keepers and Tracy Parsons had revealed that Comfort Keepers employee Kerry Burnett McCreary admitted as a part of the investigation that she had performed numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.

52. These verified instances of sexual exploitation were included in the internal investigation notes which also, shockingly, referenced Ms. Parsons belief that it was best to “let a sleeping dog sleep” as it related to reporting Ms. McCreary’s conduct. Because of this belief, Ms. Parsons failed to report the same to the Court or any policing agency. Comfort Keepers did however report the incident as required by law. It is shocking that all of this took place behind the scenes and that an actual admission was obtained regarding the sexual abuse suffered by Dr. Grist at the hands of Ms. Parson’s hired caregivers and Ms. Parsons did not think it was necessary to report it to anyone or to take any action at all to protect Dr. Grist.

53. The improperly filed conservatorship and guardianship proceedings have resulted in Dr. Grist being exposed to some of the most inhumane mental, physical, and sexual abuse one could imagine.

FOR A FIRST CAUSE OF ACTION

(Negligence/Gross Negligence)

54. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

55. On or about May 27, 2021, while Ms. McCreary was working within the course and scope of her employment with Comfort Keepers, Ms. McCreary performed numerous non-consensual sexual acts on Dr. Stanford Grist.

56. Ms. McCreary's placement as an in-home caregiver was the direct and proximate result of certain frivolous proceedings brought by Defendants Priscilla Mickie Grist, Caroline York Grist and Leyland H. Lyon, Jr. in the Greenville County Probate Court.
57. More specifically, the above-named Defendants petitioned for the appointment of an emergency guardian and guardian ad litem due to allegations of Dr. Grist's incapacity.
58. The sexual encounter complained of occurred after the Probate Court's appointment of a Defendant Parsons as guardian and Defendant Browning as guardian ad litem based on allegations of Dr. Grist's incapacity.
59. As Dr. Grist's guardian and guardian ad litem, Defendant Parsons and Defendant Browning were responsible for Dr. Grist's health, wellbeing, and safety.
60. During Ms. McCreary's deposition, when asked directly if she engaged in sexual intercourse and/or performed other sexual acts on Dr. Grist, she invoked her fifth amendment right and elected as to not self-incriminate.
61. Because Ms. McCreary and other employees of Comfort Keepers were, at all times relevant to this action, acting within the course and scope of their employment with Comfort Keepers, such that Comfort Keepers is vicariously liable pursuant to the law of agency, the doctrine of respondent superior.
62. As a direct and proximate result of the negligence, carelessness, gross negligence, negligence per se, and recklessness of one or more of the named Defendants, Dr. Grist has suffered bodily injury, which caused Dr. Grist, and will cause Dr. Grist in the future, to incur past and future medical expense, and to suffer pain and suffering.

63. As a direct result of the negligence, recklessness, willfulness wantonness of one or more of the named Defendants, Dr. Grist has suffered and will continue to suffer for the rest of his life emotionally, physically, and economically.
64. Dr. Grist is entitled to punitive damages for Defendants negligence, recklessness, willfulness and wantonness, and malicious conduct.

FOR A SECOND CAUSE OF ACTION

(Negligent hiring, Negligent training, and Negligent Supervision as to Comfort Keepers, Tracy Parsons, Jennifer Browning, Browning Geriatric Consulting, Erin Couchell and Chris Couchell)

65. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.
66. Ms. McCreary and other employees of Comfort Keepers were, at all times relevant to this action, acting within the course and scope of their employment with Comfort Keepers, such that Comfort Keepers is vicariously liable pursuant to the law of agency, the doctrine of respondent superior.
67. The employees of Comfort Keepers had duties of due care with respect to Comfort Keepers, which they undoubtedly breached.
68. The employees had a duty to act as reasonable home health care worker that would have under similar circumstances.
69. While Kerry Burnett McCreary was working within the course and scope of her employment for Comfort Keepers committed numerous sexual acts against Dr. Grist.
70. Additionally, other workers of Comfort Keepers while working within the course and scope of their employment over prescribed medications, exploited. Dr. Grist's mental incapacity, and physically abused Dr. Grist.

71. Additionally, Comfort Keepers employees had a duty to adhere to the statutory laws of South Carolina including S.C. Code 43-35-5 et. seq.
72. This special relationship created duties to not harm Dr. Grist.
73. Ms. Parsons, Ms. Browning, and Browning Geriatric Consulting had a duty to supervise and properly hire workers for Dr. Grist.
74. Defendants breached different duties owed to Plaintiff in a negligent, grossly negligent, reckless, willful, and wanton manner in committing one or more of the following acts of omission or commission, any or all of which were breaches of the duties owed to Plaintiff:
- a. In failing to ensure Dr. Grist was not exposed to injurious behavior;
 - b. In Comfort Keepers failing to properly supervise its employees;
 - c. In allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner;
 - d. In negligently misrepresenting to Plaintiff that its employee's behavior was normal;
 - e. In failing to ensure Plaintiff was safe while under Defendant McCreary's care;
 - f. In Ms. McCreary misrepresenting to Plaintiff that she was only counseling, providing care and spending quality time with him while at the same time sexually grooming, harassing, exploiting, and abusing him;
 - g. Failing to monitor its employees while on premises of Dr. Grist home;
 - h. In failing to properly investigate its employees through a proper background check to determine their proclivities toward sexual misconduct with vulnerable individuals such as Plaintiff;
 - i. In failing to address its employees' past conduct either at the time they first became involved with it, or after receiving any type of complaint;

- j. In ignoring Ms. McCreary's known predilections toward sexually misconduct, grooming, harassing, exploiting, and abusing Dr. Grist, when it was known, or the Defendants should have known of those predilections;
- k. In failing to shield Dr. Grist from dangerous conditions, situations, and individuals including predators such as Ms. McCreary;
- l. In failing to warn Plaintiff about Ms. McCreary sexual proclivities;
- m. In failing to supervise Ms. McCreary in a manner to eliminate her chances to sexually groom, harass, exploit, or abuse Dr. Grist;
- n. In failing to take steps to report to civil and criminal authorities its agent, and/or employees' actions and sexual misconduct, including sexually grooming, harassing, exploiting, over prescribing medicine, and physically abusing Dr. Grist;
- o. Failure to exercise due care for the safety and well-being of Dr. Grist and others similarly situated; and,
- p. In such other particulars as will be discovered through discovery undertaken pursuant to the S.C. Rules of Civil Procedure.

75. As a direct and proximate result of the negligence, carelessness, gross negligence, negligence per se, and recklessness of the Comfort Keepers and its employees, Dr. Grist has suffered bodily injury, which caused Dr. Grist, and will cause Dr. Grist in the future, to incur past and future medical expense, and to suffer pain and suffering.

76. As a direct result of Defendants negligence, recklessness, willfulness wantonness, Dr. Grist has suffered and will continue to suffer for the rest of his life emotionally, physically, and economically.

77. Dr. Grist is entitled to punitive damages for Defendants negligence, recklessness, willfulness and wantonness, and malicious conduct.

FOR A THIRD CAUSE OF ACTION

(Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants)

78. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

79. Between 2005 to 2020, Dr. Stanford W. Grist (“Dr. Grist”) took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.

80. Despite Dr. Grist’s clear estate documents, Mickie and Caroline petitioned for the appointment of guardian and conservatorship in direct violation of Dr. Grist’s clear directives. These proceedings were commenced not to ensure Dr. Grist’s interests were being protected, but rather for ulterior purposes.

81. The above-referenced willful acts are not proper in the regular conduct of the proceeding and are intended only to financially benefit Mickie and Carline.

82. Once the legal proceedings commenced, it was clear that Mickie intended to change the estate documents so that she could get her 1/3 share back. Caroline wants the original Trust to be put back into place so that she as Trustee can have control of the business and drain its assets.

83. Mickie and Caroline had Ms. Browning exceed her scope as Guardian ad Litem duties and responsibilities by having her advocate, represent or attempt to represent the interests of

Mickie and Caroline. Additionally, she exceeded the scope of her duties and responsibilities, which include, but are not limited to: interfering with issues between the family member; committing misconduct in knowingly misrepresenting facts in reports submitted to the Court; failing to take a guardian oath, covering up sexual misconduct of Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; making false reports regarding the court case; and committing misconduct in advocating and acting under an inherent conflict of interest in her performance of her duties.

84. Mickie and Caroline had Ms. Parson exceed the scope of her guardian duties and responsibilities which include, but are not limited to: by advocating, representing or attempting to represent the interests of Mickie and Caroline; exceeded the scope of her duties and responsibilities by interfering with issues between the family members and inheritance; failing to take a guardian oath; covering up sexual misconduct by Comfort Keepers employees so as to allow Mickie and Caroline to continue their improper legal proceedings; interfering with the legal process; committing misconduct in advocating and acting under an inherent conflict of interest in the performance of her duties; and making incomplete and misleading reports to the court to keep herself in place for her own self-interest.

85. Erin Couchell, Chris Couchell, and Comfort Keepers were hired by a court appointed guardian in violation of Dr. Grist's express wishes and his valid POA and Trust instrument.

86. In addition to the wrongful and improper acts described elsewhere herein, all other named Defendants helped aid and abet Mickie and Caroline exercise of control over Dr. Grist.

87. As a proximate result of the Defendants acts, Plaintiff has suffered actual, pain and suffering, and incidental damages. Additionally, Plaintiffs have suffered special damages, which include, but are not limited to, loss revenue of the companies, lost profits, diminution in company value, diminution in the value of the Trust assets, and attorneys' fees due to the underlying action.

88. Additionally, as a result of the egregious acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A FOURTH CAUSE OF ACTION

(Civil Conspiracy as to all Defendants)

89. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

90. Upon information and belief, all named Defendants worked in combination with each other to further a conspiracy against Plaintiff.

91. In particular, Defendants, upon information and belief, committed the following acts, in addition to the wrongful and improper acts described elsewhere herein, in furtherance of the conspiracy:

- a. Defendants, upon information and belief, contrived a plan to exploit money from Plaintiff;
- b. Defendants, upon information and belief, contrived a plan to change Dr. Grist's estate documents;
- c. Defendants, upon information and belief, contrived a plan to use Dr. Grist's funds, namely Trust assets, for their own personal gain;

- d. Defendants, upon information and belief, contrived a plan to gain control over Dr. Grist;
 - e. Defendants, upon information and belief named Comfort Keepers as Dr. Grist in-home care giver in direct violation of Dr. Grist's estate and Trust documents;
 - f. Any other acts that may be discovered during these proceedings.
92. The intended purpose of the conspiracy was to gain control over Dr. Grist's assets, more specifically Trust assets, while seeking to avoid the No Contest Clause in the Trust and Will and what would have been the subsequent disinheritance of Mickie and Caroline.
93. Plaintiff is entitled to a judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages
94. Plaintiffs have also suffered special damages as a direct and proximate result of the aforesaid conspiracy which include, but are not limited to, loss revenue of the Veterinary Business, lost profits, diminution in company value, and diminution in the value of the Trust assets.
95. Additionally, Plaintiff entitled to judgment against Defendants for punitive damages and attorney's fees.

FOR A FIFTH CAUSE OF ACTION

(Violation of the S.C. Unfair Trade Practices Act as to Tracy Parson, Jennifer Browning, Browning, LLC, Erin Couchell, Chris Couchell, and Comfort Keepers)

96. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.
97. As above described, Defendants are engaged in "trade" or "commerce" within the meaning of those terms as used in §39-5-10(b) of the South Carolina Code.

98. Defendants gained control over Dr. Grist illegally and have billed him improperly. Additionally, Defendants have charged Dr. Grist an astronomically higher rate than similar companies and/or persons. The wrongful conduct of Defendants constitutes unfair and deceptive acts and practices in the conduct of trade or commerce and, therefore, violates §39-5-20(a) of the South Carolina Code.
99. As above alleged, Defendants acted willfully in that they knew or should have known that their conduct constituted a violation of §39-5-20(a) of the South Carolina Code.
100. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition due to Defendants continuously being appointed for elderly people in the upstate of South Carolina.
101. Plaintiff has suffered actual damages as a direct and proximate result of these unfair and deceptive acts and practices.
102. Plaintiff is entitled to judgment against Defendants for the amount of its actual, general, compensatory, incidental, special, and consequential damages.
103. Because Defendants' conduct was willful, Plaintiff is entitled to an award of three times his actual damage.
104. Plaintiff is further entitled to recover reasonable attorney's fees and costs pursuant to §39-5-140 of the South Carolina Code.

FOR A SIXTH CAUSE OF ACTION

(Intentional Interference with a Business Contract as to Mickie and Caroline)

105. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.
106. Plaintiff entered into a contract with numerous veterinarian and vet techs.

107. Despite the fact that Defendants were well aware of the existence of the Contract, they committed numerous acts so that veterinarian and vet techs would leave Stanford Grist Veterinary Services LLC. They also sought to force the sale of the business for personal gain in violation of the terms of the Trust.

108. Because of the aforementioned acts, Plaintiff has suffered actual, compensatory, and incidental damages. Additionally, Plaintiffs have suffered special damages, including, but not limited to, loss of revenue, expenses, loss in trust valuation, and reduced company value.

109. Additionally, as a result of the acts of the Defendants, Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

FOR A SEVENTH CAUSE OF ACTION
(Disinheritance as to Defendant Priscilla Mickie Grist)

110. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

111. On December 5, 2005 the 3913p1 Living Trust (the “Trust”) was created and provided the manner in which Dr. Grist’s lineal decedents were to be provided for upon his incapacity or death.

112. Included within the provisions of the Trust and all amendments to it was a no contest clause that expressly precluded direct or indirect challenges to the Trust.

113. More specifically, the Trust defined “contest” as any claim of undue influence, duress, or lack of capacity, or otherwise objections in any court to the validity of the Trust.

114. In response to a 2020 declaratory judgment action seeking a declaration of this Court that Dr. Grist’s 2019 amendment to his trust was duly executed and that his Durable Power of Attorney was valid, Defendant Priscilla “Mickie” Grist filed counterclaims for lack of

capacity and undue influence, arguing “...Dr. Grist lacked the requisite mental capacity to execute his Trust and Amendments dated May 1, 2019.”

115. This constituted a direct challenge on the Trust instrument.

116. In addition to the direct challenge, Defendant Priscilla Grist also initiated a collateral challenge to the trust through the filing of a guardianship and conservatorship petition.

117. More specifically, Defendant Priscilla Grist utilized the guardianship and conservatorship process as a means to leverage modification of the Trust to reflect she be allocated a 1/3 interest in all assets of the trust – consisting of real estate, a number of businesses, and investments - rather than only an interest in the Trust investment accounts per the 2019 Trust modification.

118. This attempted collateral attack is evidenced by a proposed mediated settlement agreement wherein Defendant Priscilla Grist was to get 1/3 of all assets, rather than merely the investment account.

119. This agreement would have acted to modify the Trust and ultimately the final wishes of Dr. Grist had Plaintiff executed it as the Defendants wanted.

120. In the event of any such challenge, the challenging party would be entitled only to the interest that party would have had in the Trust if he/she was treated to have predeceased Dr. Grist without surviving issue. Said another way, the challenging party forfeits any rights he/she may have in the Trust.

121. Based on the foregoing, Defendant Priscilla Grist has instituted a direct and an indirect challenge on the Trust instrument and should, therefore, be disinherited and no longer treated as a beneficiary of the Trust.

FOR A EIGHTH CAUSE OF ACTION

(Violation of the Power of Attorney Act as to all Defendants)

122. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

123. Dr. Grist validity executed a Durable Power of Attorney naming Stacey Grist as his agent.

124. Defendants refused to accept Dr. Grist acknowledged Durable Power of Attorney.

125. As a direct and proximate result of Defendants actions, Plaintiff is entitled to reasonable attorney's fees and costs incurred.

RESERVATION OF RIGHT TO AMEND

126. Each and every allegation contained therein is realleged and reasserted as if set forth verbatim herein.

127. Plaintiff reserves the right to alter or amend this Complaint if additional information becomes available during the pendency of this litigation.

WHEREFORE, Plaintiffs prays for judgment against Defendants providing Plaintiffs with the following relief:

- a. Awarding Plaintiff its actual, pain and suffering, emotionally, physically, non-economic, economically, incidental, and punitive damages.
- b. Awarding Plaintiff special damages, which include, but are not limited to, loss revenue of the companies, diminution in company value, lost profits, and diminution in the value of the Trust assets;
- c. Attorneys' fees due to the underlying action.
- d. Plaintiff is entitled to an award of punitive damages in an amount to be determined by a jury.

- e. Plaintiff is entitled to an award of three times his actual damage pursuant to §39-5-10 et. seq.
- f. Plaintiff is entitled to all attorney's fees and costs;
- g. Any other such relief this Court deems appropriate.

Respectfully Submitted this
29th day of January, 2024

TRULUCK THOMASON, LLC

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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	Civil Action No.: 2022-CP-23-04055
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust of	)	
Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist	)	
Veterinary Services, LLC, Chestnut Ridge	)	
Farm, LLC, and Hilly Street, LLC,	)	
	)	KIKI'S KARE, LLC d/b/a COMFORT
Plaintiffs,	)	KEEPERS', ERIN COUCHELL'S &
	)	CHRIS COUCHELL'S ANSWER TO
v.	)	PLAINTIFFS' SECOND AMENDED
	)	COMPLAINT
	)	
Priscilla Mickie Grist, Caroline York Grist	)	(Jury Trial Demanded)
Lyon, Leyland H. Lyon, Jr., Jennifer	)	
Browning, Browning Geriatrics Consulting,	)	
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a	)	
Comfort Keepers, Erin Couchell	)	
Individually and as a member of Kiki's	)	
Kare, Chris Couchell Individually and as a	)	
member of Kiki's Kare, LLC, and Kerry	)	
Burnett McCreary,	)	
	)	
Defendants.	)	
	)	

**TO: JOHN-PAUL BAUM, ESQUIRE AND KIMBERLY THOMASON, ESQUIRE;
ATTORNEYS FOR THE PLAINTIFFS:**

Defendants Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell, and Chris Couchell (hereafter collectively "Defendants"), by and through their undersigned counsel, reserve the right to file a motion under Rule 12 of the South Carolina Rules of Civil Procedure or any other dispositive motion, hereby answers the Plaintiffs' Second Amended Complaint by denying each and every allegation not specifically admitted and by demanding strict proof thereof. Defendants further deny Plaintiff is entitled to the relief they seek.

FOR A FIRST DEFENSE AND BY WAY OF ANSWER

1. Except as expressly admitted herein, each and every allegation of the Second Amended Complaint is denied.

2. The opening paragraph is an introductory paragraph stating factual conclusions assumed by the Plaintiffs which require no response from the Defendants. To the extent a response is required, Defendants deny the allegations contained in the introductory paragraph.

3. Paragraph 1 of the Second Amended Complaint is admitted upon information and belief.

4. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 2 of the Second Amended Complaint and, therefore, deny the same.

5. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 3 of the Second Amended Complaint and, therefore, deny the same.

6. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 4 of the Second Amended Complaint and, therefore, deny the same.

7. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 5 of the Second Amended Complaint and, therefore, deny the same.

8. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 6 of the Second Amended Complaint and, therefore, deny the same.

9. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 7 of the Second Amended Complaint and, therefore, deny the same.

10. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 8 of the Second Amended Complaint and, therefore, deny the same.

11. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 9 of the Second Amended Complaint and, therefore, deny the same.

12. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 10 of the Second Amended Complaint, and, therefore, deny the same.

13. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 11 of the Second Amended Complaint and, therefore, deny the same.

14. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 12 of the Second Amended Complaint and, therefore, deny the same.

15. Defendants admit the allegations contained in Paragraph 13 of the Second Amended Complaint.

16. Defendants admit the allegations contained in Paragraph 14 of the Second Amended Complaint.

17. Defendants admit the allegations contained in Paragraph 15 of the Second Amended Complaint.

18. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 16 of the Second Amended Complaint, and, therefore, deny the same.

19. Paragraph 16 of the Second Amended Complaint contain conclusory statements of law concerning venue; therefore, no response is required. To the extent a response is required, Defendants admit venue is proper upon information and belief.

20. Paragraph 18 of the Second Amended Complaint contain conclusory statements of law concerning venue and subject matter jurisdiction; therefore, no response is required. To the extent a response is required, Defendants admit jurisdiction and venue is proper upon information and belief.

21. In response to the allegations contained in Paragraph 19 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 19, above.

22. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 20 of the Second Amended Complaint and, therefore, deny the same.

23. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 21 of the Second Amended Complaint and, therefore, deny the same.

24. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 22 of the Second Amended Complaint and, therefore, deny the same.

25. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 23 of the Second Amended Complaint and, therefore, deny the same.

26. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 24 of the Second Amended Complaint and, therefore, deny the same.

27. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 25 of the Second Amended Complaint and, therefore, deny the same.

28. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 26 of the Second Amended Complaint and, therefore, deny the same.

29. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 27 of the Second Amended Complaint and, therefore deny the same.

30. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 28 of the Second Amended Complaint and, therefore deny the same.

31. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 29 of the Second Amended Complaint and, therefore deny the same.

32. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 30 of the Second Amended Complaint and, therefore, deny the same.

33. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 31 of the Second Amended Complaint and, therefore, deny the same.

34. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 32 of the Second Amended Complaint and, therefore, deny the same.

35. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 33 of the Second Amended Complaint and, therefore, deny the same.

36. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 34 of the Second Amended Complaint and, therefore, deny the same.

37. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 35 of the Second Amended Complaint and, therefore, deny the same.

38. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 36 of the Second Amended Complaint and, therefore, deny the same.

39. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 37 of the Second Amended Complaint and, therefore, deny the same.

40. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 38 of the Second Amended Complaint.

41. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 39 of the Second Amended Complaint and, therefore, deny the same.

42. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 40 of the Second Amended Complaint and, therefore, deny the same.

43. Defendants admit Paragraph 41 of the Second Amended Complaint.

44. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 42 of the Second Amended Complaint and, therefore, deny the same.

45. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 43 of the Second Amended Complaint and, therefore, deny the same.

46. Defendants deny the allegations contained in Paragraph 44 of the Second Amended Complaint.

47. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 45 of the Second Amended Complaint and, therefore, deny the same.

48. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 46 of the Second Amended Complaint and, therefore, deny the same.

49. Paragraph 47 of the Second Amended Complaint is admitted to the extent that Mr. Couchell corresponded to Ms. Browning regarding some of Dr. Grist's actions. The remaining allegations contained in Paragraph 46 are denied.

50. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 48 of the Second Amended Complaint and, therefore, deny the same.

51. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 49 of the Second Amended Complaint and, therefore, deny the same.

52. Defendants deny the allegations contained in Paragraph 50 of the Second Amended Complaint.

53. Defendants admit so much of the allegations contained in Paragraph 51 of the Second Amended Complaint in that Comfort Keepers conducted an investigation into the conduct of Kerry Burnett McCreary where she admitted she engaged in sexually inappropriate activity with Dr. Grist. Once Comfort Keepers learned of Ms. McCreary's conduct it immediately terminated her and reported her conduct to the proper authorities and licensing boards. The remaining allegations contained in Paragraph 51 of the Second Amended Complaint are denied as stated.

54. Defendants admit the allegations to the extent that they reported Ms. McCreary's conduct to the appropriate authorities. Defendant lacks sufficient knowledge or information as to the truth of the allegations contained in Paragraph 52 of the Second Amended Complaint and deny the same.

55. Defendants deny the allegations contained in Paragraph 53 of the Second Amended Complaint.

56. In response to the allegations contained in Paragraph 54 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 55 above.

57. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 56 of the Second Amended Complaint and, therefore, deny the same.

58. Defendants lack sufficient knowledge or information as to the truth of the allegations contained in Paragraph 57 of the Second Amended Complaint and, therefore, deny the same.

59. The allegations contained in Paragraph 58 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 58 infers or attempts to impute liability on these Defendants, those allegations are denied.

60. The allegations contained in Paragraph 59 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 59 infers or attempts to impute liability on these Defendants, those allegations are denied.

61. The allegations contained in Paragraph 60 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 60 of the Second Amended Complaint infer or attempt to impute liability on these Defendants, those allegations are denied.

62. Paragraph 61 of the Second Amended Complaint is denied.

63. Paragraph 62 of the Second Amended Complaint is denied.

64. Paragraph 63 of the Second Amended Complaint is denied.

65. Paragraph 64 of the Second Amended Complaint is denied.

66. In response to the allegations contained in Paragraph 65 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 65, above.

67. These Defendants deny the allegations contained in Paragraph 66 of the Second Amended Complaint.

68. These Defendants deny the allegations contained in Paragraph 67 of the Second Amended Complaint.

69. These Defendants admit the allegations contained in Paragraph 68 of the Second Amended Complaint.

70. These Defendants deny the allegations contained in Paragraph 69 of the Second Amended Complaint.

71. These Defendants deny the allegations contained in Paragraph 70 of the Second Amended Complaint.

72. These Defendants admit the allegations contained in Paragraph 71 of the Second Amended Complaint.

73. These Defendants admit the allegations contained in Paragraph 72 of the Second Amended Complaint.

74. Paragraph 73 of the Second Amended Complaint is directed to other parties other than these Defendants, therefore, no response is required. However, to the extent a response is required, or Paragraph 73 directs or imputes liability as to these Defendants, the allegations are denied.

75. These Defendants deny the allegations contained in Paragraph 74 of the Second Amended Complaint, including all subparts.

76. These Defendants deny the allegations contained in Paragraph 76 of the Second Amended Complaint.

77. These Defendants deny the allegations contained in Paragraph 77 of the Second Amended Complaint.

78. In response to the allegations contained in Paragraph 78 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 77, above.

79. The allegations contained in Paragraph 79 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 79 infers or attempts to impute liability on these Defendants, those allegations are denied.

80. The allegations contained in Paragraph 80 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 80 infers or attempts to impute liability on these Defendants, those allegations are denied.

81. The allegations contained in Paragraph 81 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 81 infers or attempts to impute liability on these Defendants, those allegations are denied.

82. The allegations contained in Paragraph 82 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 82 infers or attempts to impute liability on these Defendants, those allegations are denied.

83. The allegations contained in Paragraph 83 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 83 infers or attempts to impute liability on these Defendants, those allegations are denied.

84. The allegations contained in Paragraph 84 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 84 infers or attempts to impute liability on these Defendants, those allegations are denied.

85. The allegations contained in Paragraph 85 of the Second Amended Complaint are directed to another party which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 85 infers or attempts to impute liability on these Defendants, those allegations are denied.

86. These Defendants deny the allegations contained in Paragraph 86 of the Second Amended Complaint.

87. These Defendants deny the allegations contained in Paragraph 87 of the Second Amended Complaint.

88. These Defendants deny the allegations contained in Paragraph 88 of the Second Amended Complaint.

89. In response to the allegations contained in Paragraph 89 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 88, above.

89. The allegations contained in Paragraph 88 of the Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 88 infers or attempts to impute liability on these Defendants, those allegations are denied.

90. These Defendants deny the allegations contained in Paragraph 90 of the Second Amended Complaint.

91. These Defendants deny the allegations in Paragraph 91 of the Second Amended Complaint including all subparts.

92. These Defendants deny the allegations as written in Paragraph 92 of the Second Amended Complaint.

93. These Defendants deny the allegations contained in Paragraph 93 of the Second Amended Complaint.

94. These Defendants deny the allegations contained in Paragraph 94 of the Second Amended Complaint.

95. These Defendants deny the allegations contained in Paragraph 95 of the Second Amended Complaint.

96. In response to the allegations contained in Paragraph 96 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 95, above.

97. Paragraph 97 of the Second Amended Complaint is denied.

98. Paragraph 98 of the Second Amended Complaint is denied.

99. Paragraph 99 of the Second Amended Complaint is denied.

100. Paragraph 100 of the Second Amended Complaint is denied.

101. Paragraph 101 of the Second Amended Complaint is denied.

102. Paragraph 102 of the Second Amended Complaint is denied.

103. Paragraph 103 of the Second Amended Complaint is denied.

104. Paragraph 104 of the Second Amended Complaint is denied.

105. In response to the allegations contained in Paragraph 105 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 104, above.

106. The allegations contained in Paragraph 106 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 106 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

107. The allegations contained in Paragraph 107 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 107 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

108. The allegations contained in Paragraph 108 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 108 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

109. The allegations contained in Paragraph 109 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 109 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

110. In response to the allegations contained in Paragraph 110 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 109, above.

111. The allegations contained in Paragraph 111 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 111 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

112. The allegations contained in Paragraph 112 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 112 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

113. The allegations contained in Paragraph 113 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 113 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

114. The allegations contained in Paragraph 114 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 114 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

115. The allegations contained in Paragraph 115 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 115 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

116. The allegations contained in Paragraph 116 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 116 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

117. The allegations contained in Paragraph 117 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 117 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

118. The allegations contained in Paragraph 118 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 118 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

119. The allegations contained in Paragraph 119 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a

response is required, or the allegations contained in Paragraph 119 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

120. The allegations contained in Paragraph 120 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 120 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

121. The allegations contained in Paragraph 121 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 121 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

122. In response to the allegations contained in Paragraph 122 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 121, above.

123. The allegations contained in Paragraph 123 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 123 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

124. The allegations contained in Paragraph 124 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a response is required, or the allegations contained in Paragraph 124 of the Second Amended Complaint infers or attempts to impute liability on these Defendants, those allegations are denied.

125. The allegations contained in Paragraph 125 of the Second Amended Complaint are directed to other parties which requires no response from these Defendants. To the extent a

response is required, or the allegations contained in Paragraph 125 of the Second Amended Complaint inferences or attempts to impute liability on these Defendants, those allegations are denied.

126. In response to the allegations contained in Paragraph 126 of the Second Amended Complaint, Defendants restate and reassert their responses and defenses as stated in Paragraphs 1 through 125, above.

127. Paragraph 127 of the Second Amended Complaint contains a statement concerning a reservation of a right to amend her Complaint which requires no response from these Defendants.

128. Defendants deny the statements contained in the WHEREFORE paragraph and deny Plaintiff is entitled to any relief whatsoever contained in the paragraph or its subparts.

AFFIRMATIVE DEFENSES

By way of affirmative defenses, Defendants would allege and show unto the Court as follows:

FOR A SECOND DEFENSE

129. Plaintiffs' Complaint fails to state a claim for relief upon which relief may be granted and, therefore, should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

130. Any injuries sustained by Plaintiffs were due to and caused by the prior and/or intervening and/or superseding acts of negligence, carelessness, recklessness, and/or gross negligence on the part of third persons other than Defendants, as the efficient and proximate cause of any injuries and damages alleged, and therefore Defendants should not be liable to the Plaintiffs in any sum whatsoever.

FOR A FOURTH DEFENSE

131. Defendants reserve the right to assert claims for contribution and indemnity against any responsible person, entity or party, whether or not named in this action.

FOR A FIFTH DEFENSE

132. Any recovery by Plaintiffs against Defendants must be reduced or offset by amounts Plaintiffs has or will receive from others for the same injuries claimed in this lawsuit.

FOR A SIXTH DEFENSE

133. Defendants relies upon any and all defenses or benefit codified in S.C. Code § 15-38-15 et seq. including the right to have the jury apportion fault among any named Defendants and any other responsible person, entity or party, whether or not named.

FOR A SEVENTH DEFENSE

134. Plaintiffs' claims are barred, or subject to reduction, based upon any comparative fault or negligence of Plaintiffs.

FOR AN EIGHTH DEFENSE

135. The actions complained of were licensed and appropriate.

FOR A NINTH DEFENSE

136. Any injuries sustained by the Plaintiffs may be due to and caused by the sole negligence of third persons over which Defendants had no control and, therefore, Defendants should not be liable to the Plaintiffs in any sum whatsoever.

FOR A TENTH DEFENSE

137. Plaintiffs have failed to join an indispensable and necessary party to this litigation as required by Rule 19 of the South Carolina Rules of Civil Procedure, and Plaintiffs' Complaint should be dismissed pursuant to Rule 12(b)(7) of the South Carolina Rules of Civil Procedure.

FOR AN ELEVENTH DEFENSE

138. Plaintiffs lack standing to pursue some or all of the claims they assert against Defendants.

FOR A TWELFTH DEFENSE

139. Defendants owed no legal duty to Plaintiffs.

FOR A THIRTEENTH DEFENSE

140. Defendants did not deviate from any generally accepted standards, practices, and procedures exercised by similar competent professionals in the field, acting under the same or similar circumstances.

FOR A FOURTEENTH DEFENSE

141. Any alleged negligent deviation from the generally accepted standards, practices, and procedures by Defendants their agents (which is denied) was not a direct, efficient, proximate or legal cause of some or all of the injuries claimed.

FOR A FIFTEENTH DEFENSE

142. Any alleged error Defendants or their agents, which is denied, was a bona fide error of professional judgment, and as such, Defendant cannot be liable.

FOR A SEVENTEENTH DEFENSE

143. Defendants and their agents exercised reasonable judgment and followed a reasonable course of care and/or treatment if and when required of it.

FOR AN EIGHTEENTH DEFENSE

144. Defendants rely upon and asserts any and all protections provided by South Carolina Code Annotated Section 15-32-200 et seq., including limitations in the amount of non-economic damages recoverable if any, and any other limitations provided for by said Chapter and Title, or as interpreted under common law.

FOR A NINETEENTH DEFENSE

145. Without waiving the aforementioned protections, Defendants assert and rely upon any other protections afforded by state or federal statute or administrative regulation, as may govern or limit Defendants responsibilities to Plaintiffs or any alleged duties to third parties.

FOR A TWENTIETH DEFENSE

146. With respect to Plaintiffs' request for punitive damages, Defendants are entitled to the protections set forth in S.C. Code §§ 15-32-510 through 15-32-540.

FOR A TWENTY-FIRST DEFENSE

147. Pursuant to Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages "[are] not really a fact tried by the jury" therefore Plaintiffs' request for punitive damages "to be determined by the jury" violates the United States Constitution.

FOR A TWENTY-SECOND DEFENSE

148. The U.S. Constitution's Due Process Clause "forbids a State to use punitive damages award to punish a defendant for injury that it inflicts upon nonparties or those whom they directly [do not] represent," Phillip Morris USA v. Williams, 549 U.S. 346 (2007), and, therefore, to the extent that Plaintiffs seek an award of punitive damages for potential or speculative harm to non-parties to the present action, such prayer for relief is unconstitutional and must be struck from the pleadings and is otherwise inadmissible at trial.

FOR A TWENTY-THIRD DEFENSE

149. Notwithstanding Defendants prior defenses incorporating Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001) and State Farm Mutual Automobile Insurance Company v. Campbell, 538 U.S. 408 (2003), and the cases upon which they are based,

in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury's award of actual damages, as explicated within Exxon Shipping Company v. Baker, 554 U.S. 471 (2008).

FOR A TWENTY-FOURTH DEFENSE

150. Defendants pleads any and all other defenses which may be applicable and provided for by Rules 8 and 12 of the South Carolina Rules of Civil Procedure, by statute, by regulation, or by common law, as if set forth here verbatim.

FOR A TWENTY-FIFTH DEFENSE

151. Defendants reserves the right to assert any other defenses as may become apparent in discovery in this case.

FOR A TWENTY-SIXTH DEFENSE

152. Defendants assert and incorporate any affirmative defenses afforded to it under South Carolina Law.

WHEREFORE, having fully answered the Second Amended Complaint and reserving the right to supplement or amend its answer, or to assert a future claim against any party not currently named, Defendants pray that the Plaintiffs' Complaint be dismissed with prejudice, for its costs and attorneys' fees, for a jury trial on any claim not dismissed, and for such other relief as the Court may deem proper.

Respectfully submitted,
COLLINS & LACY, P.C.

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**ATTORNEYS FOR KIKI'S KARE, LLC
d/b/a COMFORT KEEPERS, ERIN
COUCHELL AND CHRIS COUCHELL**

February 8, 2024
Columbia, South Carolina

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	
Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC, Plaintiffs, v. Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC and Kerry Burnett McCreary, Defendants.	Civil Action No. 2022-CP-23-04055 ANSWER OF DEFENDANT TRACY PARSONS TO SECOND AMENDED COMPLAINT (Jury Trial Demanded)

Defendant Tracy Parsons (misidentified in the Second Amended Complaint as "Tracy Parson" and referred to hereinafter as "this Defendant"), reserving all rights under motions separately filed or asserted herein, hereby answers the Second Amended Complaint and will respectfully show unto the court as follows.^{1,2,3}

¹ Any and all inconsistent material is pled in the alternative pursuant to Rule 8(e)(2), SCRCF, and such other law as is applicable. Such inconsistent material may or may not be specifically designated as such.

² To the extent material appearing herein is inconsistent with existing law, this Defendant respectfully requests to argue in good faith for the extension, modification, or reversal of existing law or the establishment of new law. Nothing pled in any portion of this Answer is to be deemed a waiver of any claim or defense available to this Defendant.

FOR A FIRST DEFENSE

(Responses to the Allegations of the Second Amended Complaint)

1. This Defendant denies each and every allegation of the Second Amended Complaint except those hereinafter specifically admitted, qualified, or explained.

AS TO INTRODUCTION

2. The opening paragraph identified as “Introduction” does not appear to contain any specific allegations, but instead requests that the court “punish” the Defendants. This Defendant is informed and believes that no response to this paragraph is required. However, to the extent this paragraph attempts to allege or does allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party. Finally, to the extent this paragraph could be construed to contain a prayer for relief, this Defendant denies that the Plaintiffs are entitled to any relief from this Defendant.

AS TO JURISDICTION AND VENUE

3. Paragraph 1 is admitted upon information and belief.

4. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 2, 3, 4, 5, and 6 and, therefore, denies the allegations and demands strict proof thereof.

5. Paragraph 7 is admitted upon information and belief.

6. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 8 and 9 and, therefore, denies the allegations and demands strict proof thereof.

³ To the extent material appearing in one defense is applicable to another defense and not inconsistent with the other defense, the material is to be deemed incorporated into the other defense.

7. As to paragraph 10, it is admitted only that Defendant Jennifer Browning is a citizen and resident of Greenville, South Carolina. The remaining allegations of paragraph 10 are denied upon information and belief.

8. Paragraph 11 is admitted upon information and belief.

9. As to paragraph 12, it is admitted only that this Defendant is a professional counselor (license currently expired) and a citizen and resident of Greenville, South Carolina. Any remaining allegations of paragraph 12 are denied.

10. Paragraphs 13, 14, and 15 are admitted upon information and belief.

11. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraph 16 and, therefore, denies the allegations and demands strict proof thereof.

12. The allegations of paragraphs 17 and 18 constitute conclusions of law that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant admits them. To the extent paragraphs 17 and 18 attempt to allege or do allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

AS TO FACTUAL BACKGROUND

13. As to paragraph 19, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

14. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, and 34 and, therefore, denies the allegations and demands strict proof thereof.

15. As to paragraph 35, it is admitted only that Defendant Jennifer Browning was appointed as guardian ad litem for Dr. Grist. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the remaining allegations of paragraph 35 and, therefore, denies the allegations and demands strict proof thereof.

16. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 36, 37, and 38 and, therefore, denies the allegations and demands strict proof thereof.

17. As to paragraph 39, it is admitted only that Defendant Jennifer Browning was appointed as guardian ad litem for Dr. Grist. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the remaining allegations of paragraph 39 and, therefore, denies the allegations and demands strict proof thereof.

18. Paragraph 40 is admitted.

19. Paragraph 41 is denied as stated. This Defendant would show that she recommended Defendant Comfort Keepers to the Plaintiffs.

20. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraph 42 and, therefore, denies the allegations and demands strict proof thereof.

21. Paragraph 43 is denied.

22. As to paragraph 44, this Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations against Defendant Comfort Keepers and, therefore, denies the allegations and demands strict proof thereof. To the extent paragraph 44 attempts to allege or does allege any cause of action, claim, act, error, or omission as to this

Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

23. As to paragraph 45, this Defendant admits only, upon information and belief, that the Plaintiffs, at some point, contacted the police for an investigation. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of any remaining allegations of paragraph 45 and, therefore, denies the allegations and demands strict proof thereof.

24. As to paragraph 46, it is admitted only that a hearing was held to extend this Defendant's guardianship. The remaining allegations of paragraph 46 are denied.

25. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 47 and 48 and, therefore, denies the allegations and demands strict proof thereof.

26. As to paragraph 49, it is admitted only that this Defendant's guardianship was extended. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the remaining allegations of paragraph 49 and, therefore, denies the allegations and demands strict proof thereof.

27. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraph 50 and, therefore, denies the allegations and demands strict proof thereof.

28. As to paragraph 51, it is admitted only that this Defendant was made aware of concerns by the Plaintiffs related to alleged sexual contact between Dr. Grist and a Comfort Keepers employee, and that a video was viewed and that it could not be determined that abuse had occurred. This Defendant denies that she was involved in the Comfort Keepers

investigation. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the remaining allegations of paragraph 51 and, therefore, denies the allegations and demands strict proof thereof.

29. Paragraphs 52 and 53 are denied.

*AS TO THE FIRST CAUSE OF ACTION
(Negligence/Gross Negligence)*

30. As to paragraph 54, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

31. The allegations of paragraphs 55 and 56 constitute conclusions of law that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 55 and 56 and, therefore, denies the allegations and demands strict proof thereof.

32. As to paragraph 57, it is admitted that only, and upon information and belief, that certain persons petitioned the Court for the appointment of a Guardian. To the extent paragraph 57 attempts to allege or does allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

33. As to paragraph 58, it is admitted only that this Defendant was appointed by the Court as Guardian for Dr. Grist. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraph 58 and, therefore, denies the allegations and demands strict proof thereof.

34. The allegations of paragraph 59 constitute conclusions of law that this Defendant neither admits nor denies. To the extent paragraph 59 attempts to allege or does allege any cause

of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

35. As to paragraph 60, this Defendant would crave reference to the entire transcript of the deposition of Ms. McCreary for a complete and accurate account of her testimony. To the extent paragraph 60 attempts to allege or does allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

36. The allegations of paragraph 61 are not directed at this Defendant and, therefore, no response is required from this Defendant. To the extent paragraph 61 attempts to allege or does allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

37. Paragraphs 62, 63, and 64 are denied as to this Defendant.

*AS TO THE SECOND CAUSE OF ACTION
(Negligent Hiring, Negligent Training, and Negligent Supervision)*

38. As to paragraph 65, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

39. The allegations of paragraphs 66, 67, and 68 constitute conclusions of law that that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant denies them.

40. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 69 and 70 and, therefore, denies the allegations and demands strict proof thereof.

41. The allegations of paragraphs 71 and 72 constitute conclusions of law that that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant denies them.

42. As to paragraph 73, it is admitted only that certain duties were owed between the parties. This Defendant denies breaching any duties owed.

43. Paragraphs 74 (including all sub-paragraphs), 75, 76, and 77 are denied as to this Defendant.

*AS TO THE THIRD CAUSE OF ACTION
(Abuse of Process/Aiding and Abetting Abuse of Process)*

44. As to paragraph 78, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

45. This Defendant lacks sufficient information or knowledge upon which to form a belief as to the truth of the allegations of paragraphs 79, 80, 81, 82, and 83 and, therefore, denies the allegations and demands strict proof thereof.

46. Paragraphs 84 and 85 are denied.

47. Paragraphs 86, 87, and 88 are denied as to this Defendant.

*AS TO THE FOURTH CAUSE OF ACTION
(Civil Conspiracy)*

48. As to paragraph 89, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

49. Paragraphs 90, 91 (including all sub-paragraphs), 92, 93, 94, and 95 are denied.

*AS TO THE FIFTH CAUSE OF ACTION
(Violation of the South Carolina Unfair Trade Practices Act)*

50. As to paragraph 96, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

51. The allegations of paragraph 97 constitute conclusions of law that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant denies them.

52. Paragraphs 98, 99, 100, 101, 102, 103, and 104 are denied.

*AS TO THE SIXTH CAUSE OF ACTION
(Intentional Interference with a Business Contract)*

53. As to paragraph 105, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

54. The allegations of paragraphs 106, 107, 108, and 109 are not directed at this Defendant and, therefore, no response is required from this Defendant. To the extent paragraphs 106, 107, 108, and 109 attempt to allege or do allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

*AS TO THE SEVENTH CAUSE OF ACTION
(Disinheritance)*

55. As to paragraph 110, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

56. The allegations of paragraphs 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, and 121 are not directed at this Defendant and, therefore, no response is required from this Defendant. To the extent paragraphs 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, and 121 attempt to allege or do allege any cause of action, claim, act, error, or omission as to this Defendant, those allegations are denied. This Defendant further denies she has engaged in any wrongful conduct or is liable for any conduct of any other party.

*AS TO THE EIGHTH CAUSE OF ACTION
(Violation of the Power of Attorney Act)*

57. As to paragraph 122, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

58. The allegations of paragraph 123 constitute conclusions of law that this Defendant neither admits nor denies. To the extent these allegations are deemed to be allegations of fact, this Defendant denies them.

59. Paragraphs 124 and 125 are denied.

AS TO THE RESERVATION OF RIGHTS TO AMEND

60. As to paragraph 126, this Defendant hereby realleges and incorporates herein each and every response contained above as though set forth herein verbatim.

61. The allegations of paragraph 127 state factual conclusions on legal matters to which no response is required. To the extent these allegations are deemed to be allegations of fact, this Defendant denies them.

AS TO THE PRAYER FOR RELIEF

62. This Defendant denies that the Plaintiffs are entitled to any relief from this Defendant, including but not limited to the relief requested in the prayer of the Second Amended Complaint.

FOR A SECOND DEFENSE

(Rule 12(b)(6), SCRCP—Failure to State Facts)

63. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

64. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, the Second

Amended Complaint fails to state facts sufficient to constitute a cause of action upon which relief may be granted against this Defendant and, therefore, the Second Amended Complaint should be dismissed in whole or in part.

FOR A THIRD DEFENSE

(Rule 12(b)(8), SCRCP—Another Action Pending)

65. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

66. This Defendant would further show, upon information and belief, that another action is pending with the same parties and the same claims and, therefore, the Second Amended Complaint should be dismissed.

FOR A FOURTH DEFENSE

(Good Faith)

67. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

68. This Defendant would further show, upon information and belief, that the Plaintiffs' claims are barred because, at all times relevant to the allegations of the Second Amended Complaint, this Defendant acted in good faith and in a reasonable manner.

FOR A FIFTH DEFENSE

(Legitimate Business Purposes)

69. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

70. This Defendant would further show, upon information and belief, that the Plaintiffs' claims are barred because this Defendant dealt with the Plaintiffs at all times in good faith, and any and all actions taken by this Defendant affecting the Plaintiffs was in good faith, justified, and for legitimate business purposes.

FOR A SIXTH DEFENSE
(Reasonable Judgment)

71. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

72. This Defendant would further show, upon information and belief, that the Plaintiffs' claims are barred because this Defendant exercised reasonable judgment and followed a reasonable course of care if and when required.

FOR A SEVENTH DEFENSE
(Sole Negligence of Plaintiffs)

73. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

74. This Defendant would further show, upon information and belief, that any losses, injuries, and/or damages sustained by the Plaintiffs, without admitting the Plaintiffs were injured and/or damaged, were directly and proximately caused by the sole negligence, willfulness, carelessness, and/or recklessness of the Plaintiffs and was not caused by this Defendant, which sole negligence of the Plaintiffs is a complete bar to the Plaintiffs' attempt to recover from this Defendant.

FOR AN EIGHTH DEFENSE
(Comparative Negligence)

75. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

76. This Defendant would further show, upon information and belief, that any losses, injuries, and/or damages sustained by the Plaintiffs, without admitting the Plaintiffs were injured and/or damaged, were directly and proximately caused by the negligence, willfulness, carelessness, and/or recklessness of the Plaintiffs, alone or combining with and contributing to

any such acts on the part of this Defendant, which are denied. Such conduct on the part of the Plaintiffs was the direct and proximate cause of any alleged losses, damages, and/or injuries suffered by the Plaintiffs. This negligence of the Plaintiffs exceeds any negligence on the part of this Defendant, which negligence is denied. This Defendant plead the Plaintiffs' greater degree of comparative fault as a complete bar to any recovery under the Second Amended Complaint. Further, if it is determined that the negligence and recklessness of the Plaintiffs is equal to or less than the negligence and recklessness alleged against this Defendant, then any recovery by the Plaintiffs should be decreased by that percentage of Plaintiffs' own negligence and recklessness which directly and proximately caused the accident, pursuant to the doctrine of comparative negligence.

FOR A NINTH DEFENSE
(Assumption of the Risk)

77. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

78. This Defendant would further show, upon information and belief, that through their actions/inactions, the Plaintiffs assumed any alleged risk incident to the allegations set forth in the Second Amended Complaint, and that this negligent, careless, reckless, heedless, willful, and wanton assumption of the risk was the proximate cause of the Plaintiffs' alleged injuries and damages, as set forth in the Second Amended Complaint (which are denied) and, therefore, the Plaintiffs are barred from recovery.

FOR A TENTH DEFENSE
(Proximate Cause)

79. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

80. This Defendant would further show, upon information and belief, that no acts or omissions on her part were the proximate cause or cause in fact of some or all damages allegedly suffered by the Plaintiffs (the existence of such damages being denied). Therefore, this action is barred in whole or in part.

FOR AN ELEVENTH DEFENSE
(Intervening Causes)

81. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

82. This Defendant would further show, upon information and belief, that some or all damages allegedly sustained by the Plaintiffs (the existence of such damages being denied) were a proximate result of one or more independent, efficient, intervening causes which this Defendant pleads as a bar to this action.

FOR A TWELFTH DEFENSE
(Negligence of Others)

83. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

84. This Defendant would further show, upon information and belief, that the Plaintiffs' action against this Defendant is barred by the independent and intervening negligent acts of others.

FOR A THIRTEENTH DEFENSE
(Spoilation of Evidence)

85. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

86. This Defendant would further show, upon information and belief, that the Plaintiffs' action may be barred and precluded if significant and imperative evidence has been

spoliated, destroyed, or altered by the Plaintiffs, which would significantly impair this Defendant's ability to defend the claims.

FOR A FOURTEENTH DEFENSE
(Estoppel)

87. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

88. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, the Plaintiffs' claims are barred by the doctrine of estoppel.

FOR A FIFTEENTH DEFENSE
(Waiver)

89. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

90. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, the Plaintiffs' claims are barred by the doctrine of waiver.

FOR A SIXTEENTH DEFENSE
(Laches)

91. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

92. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, the Plaintiffs' claims are barred by the doctrine of laches.

FOR A SEVENTEENTH DEFENSE

(Unclean Hands)

93. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

94. This Defendant would further show, upon information and belief, that the Plaintiffs by their representations, actions, and/or inactions, are precluded from any recovery under the equitable doctrine of unclean hands.

FOR AN EIGHTEENTH DEFENSE

(Consent)

95. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

96. This Defendant would further show, upon information and belief, that any injuries or damages sustained by Plaintiffs, all of which are denied by this Defendant, were (a) caused by the Plaintiffs' own conduct and are barred in whole or in part because the Plaintiffs consented to and/or initiated such conduct and/or (b) waived either expressly or impliedly by the Plaintiffs' own conduct and consent.

FOR A NINETEENTH DEFENSE

(Failure to Mitigate)

97. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

98. This Defendant would further show, upon information and belief, that the Plaintiffs may have failed to mitigate their alleged damages.

FOR A TWENTIETH DEFENSE
(*In Pari Delicto*)

99. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

100. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, if this Defendant are found to be at fault (the fault of this Defendant being denied), the Plaintiffs' claims are barred by the doctrine of *in pari delicto*.

FOR A TWENTY-FIRST DEFENSE
(Compliance with Standard of Care)

101. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

102. This Defendant would further show, upon information and belief, that at all times relevant to the allegations of the Second Amended Complaint, the conduct of this Defendant conformed to, and was in full compliance with, the standard of care expected of similar individuals in South Carolina. All of the conduct of this Defendant was within the acceptable standards and methods and at no time did this Defendant deviate from the standard of care with respect to the Plaintiffs. Thus, the Plaintiffs' claims are barred.

FOR A TWENTY-SECOND DEFENSE
(After Acquired Evidence)

103. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

104. This Defendant would further show, upon information and belief, that any of the Plaintiffs' alleged damages, which are denied, may be limited by certain after-acquired evidence.

FOR A TWENTY-THIRD DEFENSE

(Duplicative Relief)

105. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

106. This Defendant would further show, upon information and belief, that even if the Plaintiffs prevail, their damages claims are barred to the extent that the forms of relief are duplicative of each other.

FOR A TWENTY-FOURTH DEFENSE

(Punitive Damages Limitations)

107. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

108. This Defendant pleads the limitations on punitive damage awards found in S.C. Code Ann. §§ 15-32-510 to -540 and requests bifurcation in accordance with these code sections.

FOR A TWENTY-FIFTH DEFENSE

(S.C. Code Ann. §§ 15-38-50 et seq.)

109. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

110. This Defendant would further show, upon information and belief, that to the extent that she is found liable for the Plaintiffs' damages, which are denied, she is entitled to a determination of her percentage of fault pursuant to the Uniform Contribution Among Tortfeasors Act found at S.C. Code Ann. §§ 15-38-50 et seq.

FOR A TWENTY-SIXTH DEFENSE

(SCUTPA – No Commerce)

111. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

112. This Defendant would further show, upon information and belief, that any conduct on her part alleged in the Second Amended Complaint is not commerce within the meaning of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq.

FOR A TWENTY-SEVENTH DEFENSE
(SCUPTA – No Loss)

113. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

114. This Defendant would further show, upon information and belief, that the Plaintiffs have not asserted any ascertainable loss of money or property as required under the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq.

FOR A TWENTY-EIGHTH DEFENSE
(Quasi-Judicial Immunity)

115. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

116. This Defendant would further show, upon information and belief, that she is entitled to absolute quasi-judicial immunity as a court-appointed guardian. Accordingly, this action should be dismissed.

FOR A TWENTY-NINTH DEFENSE
(Absolute Immunity)

117. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

118. This Defendant would further show, upon information and belief, that she is entitled to absolute immunity as she was appointed by order of the court and thus essentially became an arm of the judiciary and is immune from civil suit for acts committed in performance of her court ordered duties. Accordingly, this action should be dismissed.

FOR A THIRTIETH DEFENSE
(Common Law Immunity)

119. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

120. This Defendant would further show, upon information and belief, that she is entitle to common law immunity as she was appointed by order of the court and, thus, this immunity extends to those appointed as guardians by the court who essentially become an arm of the judiciary and are immune from civil suit for acts committed in performance of court ordered duties. Accordingly, this action should be dismissed.

FOR A THIRTY-FIRST DEFENSE
(Professional Judgment)

121. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

122. This Defendant would further show, upon information and belief, that any alleged error by this Defendant, which is denied, was a bona fide error of professional judgment, and as such, this Defendant cannot be liable.

FOR A THIRTY-SECOND DEFENSE
(Non-Economic Damages)

123. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

124. This Defendant would further show, upon information and belief, that she is entitled to any and all protections provided by S.C. Code Ann. §§ 15-32-200 et seq., including limitations in the amount of non-economic damages recoverable if any, and any other limitations provided for by said chapter and title, or as interpreted under common law.

FOR A THIRTY-THIRD DEFENSE

(Standing)

125. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

126. This Defendant would further show, upon information and belief, that the Plaintiffs lack standing to pursue some or all of the claims they assert against this Defendant.

FOR A THIRTY-FOURTH DEFENSE

(No Duty)

127. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

128. This Defendant would further show, upon information and belief, that she owed no legal duty to the Plaintiffs.

FOR A THIRTY-FIFTH DEFENSE

(State/Federal Regulations)

129. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

130. This Defendant would further show, upon information and belief, that without waiving the aforementioned protections, she is entitled to any other protections afforded by state or federal statute or administrative regulations, as may govern or limit this Defendant's responsibilities to the Plaintiffs or any alleged duties to third parties.

FOR A THIRTY-SIXTH DEFENSE

(Punitive Damages – Cooper v. Leatherman)

131. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

132. This Defendant would further show, upon information and belief, that pursuant to Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001), if punitive damages are recoverable, which is denied, the amount of punitive damages “[are] not really a fact tried by the jury” and therefore Plaintiffs’ request for punitive damages “to be determined by the jury” violates the United States Constitution.

FOR A THIRTY-SEVENTH DEFENSE
(Punitive Damages – Limitations)

133. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

134. This Defendant would further show, upon information and belief, that notwithstanding her prior defenses incorporating Cooper Industries, Inc. v. Leatherman Tool Group, Inc., 532 U.S. 424 (2001) and State Farm Mutual Automobile Insurance Co. v. Campbell, 538 U.S. 408 (2003), and the cases upon which they are based, in the event the trial court permits the jury to return a punitive damages award in the instant case, such damages are to be limited to an amount that is no greater than the jury’s award of actual damages, as explicated within Exxon Shipping Company v. Baker, 554 U.S. 471 (2008).

FOR A THIRTY-EIGHTH DEFENSE
(Attorneys’ Fees Not Recoverable)

135. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

136. This Defendant would further show, upon information and belief, that with regard to one or more of the causes of action appearing in the Second Amended Complaint, the recovery of attorneys’ fees is not permitted.

FOR A THIRTY-NINTH DEFENSE
(Pre-Judgment Interest Not Recoverable)

137. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

138. This Defendant would further show, upon information and belief, that to the extent alleged, pre-judgment interest is not recoverable in this action.

FOR A FORTIETH DEFENSE
(Election of Remedies)

139. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

140. This Defendant would further show, upon information and belief, that the Plaintiffs will be subject to an election of remedies should they prevail on more than one of their causes of action.

FOR A FORTY-FIRST DEFENSE
(Punitive Damages Unavailable)

141. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

142. This Defendant would further show, upon information and belief, that punitive damages are unavailable in this action based on the causes of action alleged.

FOR A FORTY-SECOND DEFENSE
(Prohibition of Punitive Damages)

143. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

144. This Defendant would further show, upon information and belief, that she is entitled to the protection and prohibition of punitive damages as set forth in S.C. Code Ann. § 15-78-120(b).

FOR A FORTY-THIRD DEFENSE
(Punitive Damages)

145. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

146. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred because punitive damages are a form of punishment and any such award under the laws of the State of South Carolina would violate this Defendant's procedural and substantive Due Process rights and Equal Protection rights, which are guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by Article I, Section 3, of the Constitution of the State of South Carolina, in that:

- (a) The judiciary will be allowed to consider evidence of this Defendant's wealth in assessing punitive damages;
- (b) There are no standards of sufficient clarity, objectivity, and uniformity whereby the judiciary may determine the propriety of punitive damages or the amount of any such award;
- (c) The guidelines, standards procedures, and instructions for the imposition of punitive damages are ambiguous, indefinite, unreasonable, vague, uncertain, conflicting, purely subjective, and fundamentally unfair;
- (d) The vague and inconsistent legal standards for the imposition of punitive damages deprives this Defendant of sufficient notice of the type of conduct and mental state upon which an award of punitive damages could be based; and
- (e) No objective limitations or standards have been established concerning the amount or severity of any punitive damages award.

FOR A FORTY-FOURTH DEFENSE
(Punitive Damages)

147. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

148. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred because punitive damages are a form of punishment and any such award under the laws of the State of South Carolina would violate this Defendant's procedural and substantive Due Process rights and Equal Protection rights, which are guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by Article I, Section 3, of the Constitution of the State of South Carolina, in that:

- (a) A jury is not provided with standards of sufficient clarity, objectivity, and uniformity for determining the appropriateness of awarding, or the appropriate size of any punitive damages;
- (b) A jury is not instructed on the limits of punitive damages awards imposed by the applicable principles of punishment and deterrence;
- (c) A jury is not expressly prohibited from awarding punitive damages, or determining the amount of an award of punitive damages, in whole or in part, on the basis of invidiously discriminatory characteristics;
- (d) A jury is permitted to award punitive damages under standards for determining liability for, and amount of, punitive damages that are vague and arbitrary and do not define with sufficient clarity the culpable conduct or mental state that makes an award of punitive damages permissible;
- (e) A jury is allowed to consider evidence of this Defendant's wealth in assessing punitive damages; and
- (f) A jury is not subject to judicial review on the basis of objective and uniform standards.

FOR A FORTY-FIFTH DEFENSE

(Punitive Damages)

149. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

150. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred because they are essentially criminal in nature and a form of punishment, and they seek to deny this Defendant rights guaranteed to defendants in criminal proceedings under the Fourth, Fifth, Sixth, and Fourteenth Amendments of the United States Constitution:

- (a) A requirement that the basis for the imposition of punitive damages be proven beyond a reasonable doubt by the Plaintiffs;
- (b) The right to separate trials for compensatory and punitive damages; and
- (c) The right to a separate hearing for the determination of the amount of punitive damages under applicable provisions of state law.

FOR A FORTY-SIXTH DEFENSE

(Punitive Damages)

151. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

152. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred because they seek to impose punishment that is excessive and grossly disproportionate to the misconduct alleged, in violation of Section 15, Article I of the Constitution of the State of South Carolina, which prohibits excessive fines and cruel and unusual punishment.

FOR A FORTY-SEVENTH DEFENSE
(Punitive Damages)

153. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

154. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred to the extent they seek the admission of evidence of this Defendant's net worth or wealth in determining whether punitive damages are to be awarded or in what amount, because punitive damages are a form of punishment, and punishment that is grounded in a defendant's status, rather than in specific misconduct, has the effect of treating classes of citizens unequally in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States and Section 15, Article I of the Constitution of the State of South Carolina.

FOR A FORTY-EIGHTH DEFENSE
(Punitive Damages)

155. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

156. This Defendant would further show, upon information and belief, that the Plaintiffs' claims for punitive damages are barred because an award of punitive damages in this action would be an unconstitutional burden on interstate commerce in violation of the Commerce Clause of Article I, Section 9 of the United States Constitution.

FOR A FORTY-NINETH DEFENSE
(Apportionment)

157. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

158. This Defendant reserves and asserts all rights under S.C. Code Ann. § 15-38-15 to the extent it bars, limits, or apportions any fault or recovery herein.

FOR A FIFTIETH DEFENSE
(Contribution and Indemnity)

159. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

160. This Defendant would show that, upon information and belief, if she is liable to the Plaintiffs (which is specifically denied), then other potentially responsible parties would be liable to her in contribution or indemnity. This Defendant pleads the doctrines of contribution and indemnity as a defense in this action.

FOR A FIFTY-FIRST DEFENSE
(Credits and Offsets)

161. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

162. This Defendant would further show, upon information and belief, that she is entitled to any credits and offsets that may exist from any liability found to be owed to the Plaintiffs as allowed under state or federal law.

FOR A FIFTY-SECOND DEFENSE
(Setoff/Recoupment)

163. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

164. This Defendant would show that, upon information and belief, if she is liable to the Plaintiffs (which is specifically denied), then she is entitled to a setoff or recoupment for all sums of money recovered from any other potentially liable party or monies obtained from any other collateral source obtained by or on behalf of the Plaintiffs by way of any settlement,

judgment, or otherwise which the Plaintiffs has entered or recovered from any other potentially responsible party.

FOR A FIFTY-THIRD DEFENSE
(Criminal Acts of Third Parties)

165. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

166. This Defendant would further show, upon information and belief, that some or all damages allegedly sustained by the Plaintiffs (the existence of such damages being denied) were a direct or proximate result of the criminal acts or omissions of another party or parties over whom this Defendant had no control or duty to control. This Defendant pleads the criminal acts of another party or parties as a complete defense to the Plaintiffs' claims.

FOR A FIFTY-FOURTH DEFENSE
(Lack of Foreseeability)

167. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

168. This Defendant would further show, upon information and belief, that the sequence of events as alleged by the Plaintiffs was not foreseeable and as a result of the lack of foreseeability these claims are barred.

FOR A FIFTY-FIFTH DEFENSE
(Lack of Notice)

169. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

170. This Defendant would further show, upon information and belief, that she was not on notice of the type of issues as alleged by the Plaintiffs and as a result of the lack of notice the Plaintiffs' claims are barred.

FOR A FIFTY-SIXTH DEFENSE
(Limitations on Liability/Statutory Cap)

171. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

172. This Defendant would further show, upon information and belief, that any damages sought against this Defendant are statutorily capped. This Defendant pleads no recovery can exceed the statutory cap(s).

FOR A FIFTY-SEVENTH DEFENSE
(Incorporation of Defenses)

173. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

174. This Defendant incorporates by reference any and all additional relevant and/or applicable defenses asserted in any Answers to the Second Amended Complaint which have been filed or may be filed by other Defendants.

FOR A FIFTY-EIGHTH DEFENSE
(Rule 8(c), SCRCP)

175. This Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

176. This Defendant affirmatively pleads all the defenses referenced in Rule 8(c) of the South Carolina Rules of Civil Procedure, to the extent applicable.

AS TO FURTHER DEFENSES AND CLAIMS

177. This Defendant places the Plaintiffs on notice that she will subsequently move to amend this Answer should it appear through discovery or continued fact investigation that additional defenses and/or claims are available.

WHEREFORE, having fully answered the Second Amended Complaint, Defendant Tracy Parsons prays that the court inquire into the matters addressed herein and issue its order dismissing the Second Amended Complaint as against this Defendant with prejudice or granting this Defendant judgment against the Plaintiffs on the Second Amended Complaint and awarding, to the extent available under the law, costs, attorneys' fees, and expenses in this matter, and for such other and further relief as the court may deem just, equitable, and proper under the circumstances.

s/Curtis W. Dowling

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Attorneys for Defendant Tracy Parsons

February 9, 2024

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC, and Hilly Street, LLC,

Plaintiffs,

v.

Priscilla Mickie Grist, Carolina York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell individually and as a member of Kiki's Kare, LLC, and Kerry Burnett McCreary,

Defendants.

C.A. No.: 2022-CP-23-04055

**ANSWER OF DEFENDANTS JENNIFER
BROWNING AND BROWNING
GERIATRICS CONSULTING, LLC TO
SECOND AMENDED COMPLAINT**

The Defendants, Jennifer Browning and Browning Geriatric Consulting, LLC, answering the Second Amended Complaint of the Plaintiffs, herein, would respectfully allege as follows:

FOR A FIRST DEFENSE

1. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 1, but admit the same upon information and belief.

2. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 2, but admit the same upon information and belief.

3. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 3, but admit the same upon information and belief.

4. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 4, but admit the same upon information and belief.

5. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 5, but admit the same upon information and belief.

6. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 6, but admit the same upon information and belief.

7. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 7, but admit the same upon information and belief.

8. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 8, but admit the same upon information and belief.

9. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 9, but admit the same upon information and belief.

10. These Defendants admit so much of the allegations of paragraph 10 as allege that Jennifer Browning is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 10.

11. These Defendants admit the allegations of paragraph 11.

12. These Defendants admit upon information and belief so much of the allegations of paragraph 12 as allege that Tracy Parsons is a professional counselor who is a citizen and resident of Greenville, South Carolina. These Defendants deny the remaining allegations of paragraph 12 upon information and belief.

13. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 13, but admit the same upon information and belief.

14. These Defendants lack sufficient information to form a belief as to the truth of the

allegations of paragraph 14, but admit the same upon information and belief.

15. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 15, but admit the same upon information and belief.

16. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 16, and therefore deny the same.

17. The allegations of paragraph 17 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 17.

18. The allegations of paragraph 18 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants admit the allegations of paragraph 18.

19. Answering the allegations of paragraph 19, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

20. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 20, and therefore deny the same.

21. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 21, and therefore deny the same.

22. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 22, and therefore deny the same.

23. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 23, and therefore deny the same.

24. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 24, and therefore deny the same.

25. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 25, and therefore deny the same.

26. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 26, and therefore deny the same.

27. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 27, and therefore deny the same.

28. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 28, and therefore deny the same.

29. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 29, and therefore deny the same.

30. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 30, and therefore deny the same.

31. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 31, and therefore deny the same.

32. These Defendants admit so much of the allegations of paragraph 32 as allege that Mickie Grist filed a Petition with the Greenville County Probate Court seeking appointment of a guardian for Dr. Grist. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 32, and therefore deny the same.

33. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 33, and therefore deny the same.

34. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 34, and therefore deny the same.

35. These Defendants admit so much of the allegations of paragraph 35 as allege that

Jennifer Browning was ordered by the Probate Court to serve as *guardian ad litem* for Dr. Grist and that Tracy Parson replaced Mickie Grist as guardian. These Defendants deny the remaining allegations of paragraph 35.

36. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 36, and therefore deny the same.

37. These Defendants deny the allegations of paragraph 37.

38. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 38, and therefore deny the same.

39. These Defendants admit so much of the allegations of paragraph 39 as allege that Ms. Browning was appointed *guardian ad litem* on behalf of Dr. Grist and that she was in contact with Mickie Grist and her attorneys by telephone and email many times, although these Defendants are uncertain of the number. These Defendants further admit so much of the allegations of paragraph 39 as allege that Ms. Browning had a difficult time contacting Stacey Grist, but communicated with her individually and/or through counsel, as requested by Stacey Grist, on dozens of occasions. These Defendants deny the remaining allegations of paragraph 39.

40. These Defendants admit so much of allegations of paragraph 40 as allege that the Court appointed Tracy Parsons as guardian of Dr. Grist with the duties and responsibilities as outlined by statute. These Defendants deny the remaining allegations of paragraph 40.

41. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 41, and therefore deny the same.

42. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 42, and therefore deny the same.

43. These Defendants lack sufficient information to form a belief as to the truth of the

allegations of paragraph 42, and therefore deny the same.

44. These Defendants deny the allegations of paragraph 44 upon information and belief.

45. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 45, and therefore deny the same.

46. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 46, and therefore deny the same.

47. These Defendants admit so much of allegations of paragraph 47 as allege that Ms. Browning, on behalf of Dr. Grist, provided to all parties and the Court an email dated March 25, 2022 from Chris Couchell of Comfort Keepers, to which these Defendants crave reference as to its contents. These Defendants deny the remaining allegations of paragraph 47.

48. These Defendants admit so much of allegations of paragraph 48 as allege that these Defendants supported Tracy Parsons' guardianship on behalf of Dr. Parsons, including the extension of the guardianship, and provided multiple reports and addenda with exhibits supporting the same, to which these Defendants crave reference as to their contents. These Defendants deny the remaining allegations of paragraph 48.

49. These Defendants admit so much of the allegations of paragraph 49 as allege that the Court extended Tracy Parsons guardianship. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 49, and therefore deny the same.

50. These Defendants deny the allegations of paragraph 50.

51. These Defendants admit so much of the allegations of paragraph 51 as allege that they were made aware of concerns related to sexual contact between Dr. Grist and a Comfort

Keepers employee; that Ms. Browning reviewed a video or videos related to the sexual contact; and that an investigation was conducted by others related to the allegations of sexual contact. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 51, and therefore deny the same.

52. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 52, and therefore deny the same.

53. These Defendants deny the allegations of paragraph 53.

54. Answering the allegations of paragraph 54, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

55. The allegations of paragraph 55 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 55, and therefore deny the same.

56. These Defendants deny the allegations of paragraph 56.

57. These Defendants admit the allegations of paragraph 57 upon information and belief.

58. These Defendants admit so much of the allegations of paragraph 58 as allege that the alleged sexual encounter complained of allegedly occurred after the Probate Court's appointment of Tracy Parsons as guardian and Jennifer Browning as guardian ad litem. These Defendants deny the remaining allegations of paragraph 58.

59. These Defendants deny the allegations of paragraph 59 as to these Defendants and crave reference to South Carolina statutory law regarding the scope of duties and responsibilities of a guardian ad litem.

60. These Defendants admit the allegations of paragraph 60.

61. The allegations of paragraph 61 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 61, and therefore deny the same.

62. These Defendants deny the allegations of paragraph 62.

63. These Defendants deny the allegations of paragraph 63.

64. These Defendants deny the allegations of paragraph 64.

65. Answering the allegations of paragraph 65, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

66. The allegations of paragraph 66 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 66, and therefore deny the same.

67. The allegations of paragraph 67 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 67, and therefore deny the same.

68. The allegations of paragraph 68 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 68, and therefore deny the same.

69. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 69, and therefore deny the same.

70. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 70, and therefore deny the same.

71. The allegations of paragraph 71 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to

form a belief as to the truth of the allegations of paragraph 71, and therefore deny the same.

72. The allegations of paragraph 72 state legal conclusions to which no response is required. To the extent that a response is required, these Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 72, and therefore deny the same.

73. These Defendants deny the allegations of paragraph 73 as to these Defendants.

74. These Defendants deny the allegations of paragraph 74 as to these Defendants.

75. These Defendants deny the allegations of paragraph 75 as to these Defendants.

76. These Defendants deny the allegations of paragraph 76 as to these Defendants.

77. These Defendants deny the allegations of paragraph 77 as to these Defendants.

78. Answering the allegations of paragraph 78, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

79. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 79, and therefore deny the same.

80. These Defendants admit so much of allegations of paragraph 80 as allege that Mickie Grist petitioned the Court for appointment of a guardian. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 80, and therefore deny the same.

81. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 81, and therefore deny the same.

82. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 82, and therefore deny the same.

83. These Defendants deny the allegations of paragraph 83.

84. These Defendants lack sufficient information to form a belief as to the truth of the

allegations of paragraph 84, and therefore deny the same.

85. These Defendants lack sufficient information to form a belief as to the truth of the allegations of paragraph 85, and therefore deny the same.

86. These Defendants deny the allegations of paragraph 86 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the remaining allegations of paragraph 86, and therefore deny the same.

87. These Defendants deny the allegations of paragraph 87 as to these Defendants.

88. These Defendants deny the allegations of paragraph 88 as to these Defendants.

89. Answering the allegations of paragraph 89, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

90. These Defendants deny the allegations of paragraph 90.

91. These Defendants deny the allegations of paragraph 91.

92. These Defendants deny the allegations of paragraph 92.

93. These Defendants deny the allegations of paragraph 93.

94. These Defendants deny the allegations of paragraph 94.

95. These Defendants deny the allegations of paragraph 95.

96. Answering the allegations of paragraph 96, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

97. These Defendants deny the allegations of paragraph 97 as they pertain to these Defendants. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 97, and therefore deny the same.

98. These Defendants deny the allegations of paragraph 98.

99. These Defendants deny the allegations of paragraph 99.

100. These Defendants deny the allegations of paragraph 100.

101. These Defendants deny the allegations of paragraph 101.

102. These Defendants deny the allegations of paragraph 102.

103. These Defendants deny the allegations of paragraph 103.

104. These Defendants deny the allegations of paragraph 104.

105. Answering the allegations of paragraph 105, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

106. The allegations of paragraph 106 do not pertain to these Defendants; therefore, no response is required.

107. The allegations of paragraph 107 do not pertain to these Defendants; therefore, no response is required.

108. The allegations of paragraph 108 do not pertain to these Defendants; therefore, no response is required.

109. The allegations of paragraph 109 do not pertain to these Defendants; therefore, no response is required.

110. Answering the allegations of paragraph 110, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

111. The allegations of paragraph 111 do not pertain to these Defendants; therefore, no response is required.

112. The allegations of paragraph 112 do not pertain to these Defendants; therefore, no response is required.

113. The allegations of paragraph 132 do not pertain to these Defendants; therefore, no response is required.

114. The allegations of paragraph 114 do not pertain to these Defendants; therefore, no response is required.

115. The allegations of paragraph 115 do not pertain to these Defendants; therefore, no response is required.

116. The allegations of paragraph 116 do not pertain to these Defendants; therefore, no response is required.

117. The allegations of paragraph 117 do not pertain to these Defendants; therefore, no response is required.

118. The allegations of paragraph 118 do not pertain to these Defendants; therefore, no response is required.

119. The allegations of paragraph 119 do not pertain to these Defendants; therefore, no response is required.

120. The allegations of paragraph 120 do not pertain to these Defendants; therefore, no response is required.

121. The allegations of paragraph 121 do not pertain to these Defendants; therefore, no response is required.

122. Answering the allegations of paragraph 122, these Defendants reallege their previous defenses where not inconsistent herewith, as if fully set forth herein.

123. These Defendants lack sufficient information to form a belief as to the truth of the remaining allegations of paragraph 123, and therefore deny the same.

124. These Defendants deny the allegations or paragraph 124 as to these Defendants.

125. These Defendants deny the allegations or paragraph 125 as to these Defendants.

126. Answering the allegations of paragraph 126, these Defendants reallege their

previous defenses where not inconsistent herewith, as if fully set forth herein.

127. The allegations of paragraph 127 to not require a response.

128. These Defendants deny each and every allegation not admitted, denied, or explain it above.

FOR A SECOND DEFENSE

129. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

130. The Plaintiffs have failed to state facts sufficient to constitute a cause of action, and the Complaint should be dismissed pursuant to Rule 12(b)(6) SCRCP.

FOR A THIRD DEFENSE

131. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

132. These Defendants allege that even assuming they were negligent, careless, grossly negligent, willful, wanton, or reckless in any respect, and that any such conduct on their part operated as a proximate cause of the Plaintiffs' damages, if any, all of which is expressly denied and admitted solely for the purpose of this defense and no other, that the Plaintiff Stacey Grist's negligent, grossly negligent, reckless, willful, and wanton conduct contributed more than fifty percent to the cause of any breach of the standard of care and the Plaintiffs' resulting injuries and damages, if any. For that reason, these Defendants are not liable to the Plaintiffs in any sum whatsoever.

FOR A FOURTH DEFENSE

133. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

134. These Defendants allege that even if they were was negligent, careless, grossly negligent, reckless, willful, or wanton in any respect whatsoever, which is expressly denied and admitted solely for the purpose of this defense and no other, and even if any such conduct on their part operated as a greater than fifty percent cause of the Plaintiffs' resulting damages, if any, which is also expressly denied and admitted solely for the purpose of this defense and no other, they are entitled to a determination as to the percentage that the Plaintiffs' negligent, grossly negligent, reckless, willful, and wanton conduct contributed to their damages and to a reduction of any amount awarded to the Plaintiffs in an amount equal to that percentage of Plaintiffs' own negligent, grossly negligent, reckless, willful, and wanton conduct.

FOR A FIFTH DEFENSE

135. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

136. These Defendants allege that the damages alleged by the Plaintiffs, if any, resulted from intervening and superseding acts of persons or entities for whom they are not liable or responsible.

FOR A SIXTH DEFENSE

137. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

138. The Plaintiffs' Complaint is barred, in whole or in part, by the doctrines of estoppel, waiver, laches, consent, and/or unclean hands.

FOR A SEVENTH DEFENSE

139. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

140. The Plaintiff's claim for punitive damages violates the Fifth, Sixth, Seventh, and/or Fourteenth Amendments of the Constitution of the United States.

FOR AN EIGHTH DEFENSE

141. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

142. These Defendants plead the limitations on punitive damage awards found in S.C. Code Ann. §§ 15-32-510 to -530, and request bifurcation in accordance with these code sections.

FOR A NINTH DEFENSE

143. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

144. The Plaintiffs' damages, if any, were caused by the contributing, intervening, or superseding actions, errors, omissions, or negligence by individuals or entities other than these Defendants, and as such, any action or inaction of these Defendants was not the proximate cause of the Plaintiffs' alleged damages, if any.

FOR A TENTH DEFENSE

145. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

146. To the extent that these Defendants are found liable for the Plaintiffs' damages, which are denied, it is entitled to a determination of its percentage of fault pursuant to the Uniform Contribution Among Tortfeasors Act found at S.C. Code Ann. § 15-38-50, et seq.

FOR AN ELEVENTH DEFENSE

147. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

148. These Defendants allege that any conduct on their part alleged in the Plaintiffs' Complaint is not commerce within the meaning of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A TWELFTH DEFENSE

149. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

150. These Defendants allege that the Plaintiffs have not asserted any ascertainable loss of money or property as required under the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §39-5-10, et seq.

FOR A THIRTEENTH DEFENSE

151. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

152. These Defendants allege that they are entitled to absolute quasi-judicial immunity as a court-appointed *guardian ad litem*.

FOR A FOURTEENTH DEFENSE

153. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

154. These Defendants incorporate by reference any defenses raised by other parties to this action, to the extent they are not inconsistent with their interest in this case. These Defendants cannot determine the extent to which such affirmative defenses are applicable until they have had

the opportunity to conduct discovery and reserve the right to revise this affirmative defense as more facts become known.

FOR A FIFTEENTH DEFENSE

155. These Defendants reallege their previous defense where not inconsistent herewith, as if fully set forth herein.

156. These Defendants reserve the right to raise additional affirmative defenses as they become known during the course of this litigation.

CASSIDY COATES PRICE, P.A.

s/Fred W. Suggs III

Fred W. "Trey" Suggs III, SC Bar No. 70222

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Greenville, SC 29601

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***Attorney for Defendants Jennifer Browning and
Browning Geriatrics Consulting, LLC***

Greenville, South Carolina
February 12, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Stacey Grist, as Agent under a Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist Living Trust dated December 5, 2005, Stanford Grist Veterinary Services, LLC Chestnut Ridge Farm, LLC and Hilly Street, LLC,

Plaintiffs,

vs.

Priscilla Mickie Grist, Caroline York Grist Lyon, Leyland H. Lyon, Jr., Jennifer Browning, Browning Geriatrics Consulting, LLC, Tracy Parson, Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell Individually and as a member of Kiki's Kare, Chris Couchell Individually and as a member of Kiki's Kare, LLC and Kerry Burnett McCreary,

Defendants.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2022CP2304055

**ANSWER FOR DEFENDANTS
PRISCILLA MICKIE GRIST
CAROLINE YORK GRIST LYON
LEYLAND H. LYON, JR.**

The Defendants, Priscilla Mickie Grist, Caroline York Grist Lyon and Leyland H. Lyon, Jr. answering the Second Amended Complaint would respectfully show to the court as follows:

FOR A FIRST DEFENSE
GENERAL AND SPECIFIC DENIALS

1. Each and every allegation not otherwise admitted, modified, or explained herein, is hereby denied and strict proof demanded thereof.
2. Upon information and belief the allegations contained in Paragraph 1 of the Complaint are admitted.

3. With respect to Paragraph 2 of the Complaint, the Defendants do not admit the validity of any documentation appointing Stacey Grist as trustee of the Trust.

4. Paragraphs 3, 4, and 5 are admitted.

5. Paragraph 6 is admitted only in as much as Stacey Grist is a resident of Greenville County, South Carolina.

6. Paragraphs 7, 8, and 9 are admitted.

7. Paragraph 10 is admitted only in as much as Jennifer Browning is a resident of Greenville County, South Carolina. The remaining provisions of Paragraph 10 are denied and strict proof thereof demanded.

8. Paragraph 11 is admitted.

9. With regard to Paragraph 12, Defendant, Tracy Parsons is a professional guardian. The remaining provisions of Paragraph 12 are denied and strict proof thereof demanded.

10. With regard to Paragraphs 13, 14, 15, and 16, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

11. Paragraph 20 is admitted only in as much as Dr. Grist executed various estate planning documents during the time period of 2005 to 2020.

12. Paragraph 21 is admitted.

13. Paragraph 22 is denied and strict proof thereof demanded.

14. Paragraph 23 is admitted only in as far as the document speaks for itself.

15. Paragraph 24 is denied and strict proof thereof demanded.

16. With respect to Paragraph 25, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

17. Paragraphs 26, 27, 28, 29, 30, and 31 are denied and strict proof thereof demanded.

18. Paragraph 32 is admitted only in as much as Defendant, Priscilla Mickie Grist, filed a petition to the Greenville County Probate Court seeking to be appointed guardian of Dr. Grist. The remaining provisions of this Paragraph are denied and strict proof thereof demanded.

19. Paragraph 33 is admitted only in as much as Defendant, Caroline York Grist Lyon, filed a petition to the Greenville County Probate Court seeking to be appointed conservator of Dr. Grist. The remaining provisions of this Paragraph are denied and strict proof thereof demanded.

20. Paragraph 34 is denied and strict proof thereof demanded.

21. Paragraph 35 is admitted only in that the Greenville County Probate Court ordered the appointment of a temporary guardian for Dr. Grist. Tracy Parsons was appointed as temporary guardian of Dr. Grist by order of the Greenville County Probate Court dated July 30, 2020.

22. Paragraphs 36, 37 and 38 are denied and strict proof thereof demanded.

23. Paragraph 39 is admitted only in as much as the Greenville County Probate Court appointed Jennifer Browning as Guardian ad litem for Dr. Grist. The Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

24. Paragraph 40 is admitted in as much as Tracy Parsons was appointed as temporary guardian of Dr. Grist by order of the Greenville County Probate Court dated July 30, 2020.

25. Paragraph 41 is admitted.

26. With regard to Paragraph 43, the Defendants lack sufficient knowledge with regard to who was allowed to visit with Dr. Grist.

27. With respect to Paragraphs 44 and 45, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

28. The Defendants admit Paragraph 46 only in as much as the Greenville County Probate Court held a hearing regarding the extension of appointment of Tracy Parsons as temporary guardian on April 8, 2022.

29. With regard to Paragraphs 46, 47 48, and 49, the Defendants state that the record of the hearing speaks for itself.

30. With respect to Paragraphs 50, 51, and 52, the Defendants lack sufficient information or knowledge with which to form a belief as to the allegations and for this reason deny same and demand strict proof thereof.

31. The Defendants deny the allegations of Paragraph 53.

AS TO THE FIRST CAUSE OF ACTION

32. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

33. Paragraph 55 admitted only in as much as Dr. Grist executed various estate planning documents during the time period of 2005 to 2020.

34. Paragraph 56 is admitted only in as much as Priscilla Mickie Grist petitioned the Greenville County Probate Court for appointment of a guardian for Dr. Grist and Caroline York Grist Lyon petitioned the Greenville County Probate Court for appointment of a conservator for Dr. Grist.

35. Paragraphs 57, 58, 59, 60, 61, 62, 63, and 64 are denied.

AS TO THE SECOND CAUSE OF ACTION

36. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

37. Paragraphs 65 through 77 do not require a response from the Defendants.

AS TO THE THIRD CAUSE OF ACTION

38. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

39. Paragraphs 78 through 88 are denied and strict proof thereof demanded.

AS TO THE FOURTH CAUSE OF ACTION

40. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

41. Paragraphs 89 through 95 are denied and strict proof thereof demanded.

AS TO THE FIFTH CAUSE OF ACTION

42. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

43. The Defendants lack sufficient information or knowledge with which to form a belief as to any contracts Stacey Grist entered into on behalf of such entities.

44. Paragraphs 96 through 104 do not require a response from the Defendants.

AS TO THE SIXTH CAUSE OF ACTION

45. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

46. Paragraphs 105 through 109 are denied and strict proof thereof demanded.

AS TO THE SEVENTH CAUSE OF ACTION

45. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

46. In response to Paragraphs 111, 112, and 113, the Defendants state that the trust speaks for itself.

47. Paragraphs 115 through 121 are denied and strict proof thereof demanded.

AS TO THE EIGHTH CAUSE OF ACTION

48. All previous allegations in this Answer not inconsistent herewith are specifically incorporated into this defense by reference thereto.

49. Paragraphs 124 and 125 are denied and strict proof thereof demanded.

WHEREFORE, having fully answered the Complaint, the Defendants pray that the Complaint be dismissed with prejudice, with costs assessed against the Plaintiff and for such other and further relief as to the Court may seem just, equitable and proper.

ASHMORE LEAPHART RABON & PROVENCE, LLC

/s/H. Hall Provence IV
H. Hall Provence IV (SC Bar # 100727)
R. O'Neil Rabon, Jr. (SC Bar # 4621)
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Greenville, SC 29601
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February 16, 2024
Greenville, South Carolina

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE)

Stacey Grist as Agent under a Power of) C/A Number: 2022-CP-23-04055
Attorney for Stanford W. Grist and as)
Trustee of the Second Amended Trust of)
Stanford W. Grist living Trust dated)
December 5, 2005, Stanford Grist)
Veterinary Services LLC, Chestnut Ridge)
Farm LLC, and Hilly Street, LLC,)

Plaintiffs,)

vs.)

Priscilla Mickie Grist, Caroline York)
Grist Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics)
Consulting LLC, Tracy Parson, Kiki's)
Kare, LLC d/b/a Comfort Keepers, Erin)
Couchell Individually and as a member of)
Kiki's Kare, Chris Couchell individually)
and as a member of Kiki's Care, LLC and)
Kerry Burnett McCreary,)

Defendants.)

**DEFENDANT KERRY BURNETT
MCCREARY'S ANSWER TO SECOND
AMENDED COMPLAINT**

**TO: DEVON M. PURIEFOY, ESQUIRE AND KIMBERLY THOMASON, ESQUIRE,
ATTORNEYS FOR PLAINTIFFS:**

Defendant, Kerry Burnett McCreary, by and through undersigned counsel below, hereby
answers the Second Amended Complaint as follows:

1. Denied for lack of knowledge.
2. Denied for lack of knowledge.
3. Denied for lack of knowledge.
4. Denied for lack of knowledge.
5. Denied for lack of knowledge.
6. Denied for lack of knowledge.

7. Denied for lack of knowledge.
8. Denied for lack of knowledge.
9. Denied for lack of knowledge.
10. Denied for lack of knowledge.
11. Denied for lack of knowledge.
12. Denied for lack of knowledge.
13. Denied for lack of knowledge.
14. Denied for lack of knowledge.
15. Denied for lack of knowledge.
16. Admitted.
17. Admitted upon information and belief.
18. Admitted upon information and belief.
19. Defendant McCreary incorporates by reference her responses to paragraphs 1-18 of the
Second Amended Complaint as if set forth herein verbatim.
20. Denied for lack of knowledge.
21. Denied for lack of knowledge.
22. Denied for lack of knowledge.
23. Denied for lack of knowledge.
24. Denied for lack of knowledge.
25. Denied for lack of knowledge.
26. Denied for lack of knowledge.
27. Denied for lack of knowledge.
28. Denied for lack of knowledge.

29. Denied for lack of knowledge.
30. Denied for lack of knowledge.
31. Denied for lack of knowledge.
32. Denied for lack of knowledge.
33. Denied for lack of knowledge.
34. Denied for lack of knowledge.
35. Denied for lack of knowledge.
36. Denied for lack of knowledge.
37. Denied for lack of knowledge.
38. Denied for lack of knowledge.
39. Denied for lack of knowledge.
40. Denied for lack of knowledge.
41. Denied for lack of knowledge.
42. Denied for lack of knowledge.
43. Denied for lack of knowledge.
44. Denied for lack of knowledge.
45. Denied for lack of knowledge.
46. Denied for lack of knowledge.
47. Denied for lack of knowledge.
48. Denied for lack of knowledge.
49. Denied for lack of knowledge.
50. Denied for lack of knowledge.

51. Denied for lack of knowledge and denied as stated. Defendant McCreary denies for lack of knowledge any communication between Comfort Keepers and Plaintiff and denies performing “numerous sexual acts on Dr. Grist, including, upon information and belief, sexual intercourse.” Any remaining allegations are denied.

52. Denied for lack of knowledge.

53. Denied.

FIRST CAUSE OF ACTION

54. Defendant McCreary incorporates by reference her responses to paragraphs 1-53 of the Second Amended Complaint as if set forth herein verbatim.

55. Denied.

56. Denied for lack of knowledge.

57. Denied for lack of knowledge.

58. Denied for lack of knowledge.

59. Denied for lack of knowledge.

60. Admitted upon information and belief.

61. Defendant McCreary admits only that she was acting at all times within the course and scope of her employment. Any remaining allegations are denied for lack of knowledge.

62. Denied for lack of knowledge.

63. Denied.

64. Denied.

SECOND CAUSE OF ACTION

65. Defendant McCreary incorporates by reference her responses to paragraphs 1-64 of the Second Amended Complaint as if set forth herein verbatim.

66. Defendant McCreary admits only that she was acting at all times within the course and scope of her employment.
67. This paragraph states legal conclusions which Defendant McCreary is not required to admit or deny. To the extent a response may be required, denied as to Defendant McCreary.
68. This paragraph states legal conclusions which Defendant McCreary is not required to admit or deny. To the extent a response may be required, denied as to Defendant McCreary.
69. Denied.
70. Denied for lack of knowledge.
71. This paragraph states legal conclusions which Defendant McCreary is not required to admit or deny. To the extent a response may be required, denied as to Defendant McCreary.
72. This paragraph states legal conclusions which Defendant McCreary is not required to admit or deny. To the extent a response may be required, denied as to Defendant McCreary.
73. This paragraph states legal conclusions which Defendant McCreary is not required to admit or deny. To the extent a response may be required, denied as to Defendant McCreary.
74. Denied, including all subparts.
75. Denied.
76. Denied.
77. Denied.

THIRD CAUSE OF ACTION

78. Defendant McCreary incorporates by reference her responses to paragraphs 1-77 of the Second Amended Complaint as if set forth herein verbatim.
79. Denied for lack of knowledge.
80. Denied for lack of knowledge.
81. Denied for lack of knowledge.
82. Denied for lack of knowledge.
83. Denied for lack of knowledge.
84. Denied for lack of knowledge.
85. Denied for lack of knowledge.
86. Denied for lack of knowledge.
87. Denied.
88. Denied.

FOURTH CAUSE OF ACTION

89. Defendant McCreary incorporates by reference her responses to paragraphs 1-88 of the Second Amended Complaint as if set forth herein verbatim.
90. Defendant McCreary admits only that she was within the scope of her employment with Comfort Keepers. Any remaining allegations are directed to other Defendants and state conclusions of law.
91. Denied, including all subparts.
92. Denied.
93. Denied.
94. Denied.

95. Denied.

FIFTH CAUSE OF ACTION

96. Defendant McCreary incorporates by reference her responses to paragraphs 1-95 of the Second Amended Complaint as if set forth herein verbatim.

97. Denied for lack of knowledge.

98. Denied for lack of knowledge.

99. Denied for lack of knowledge.

100. Denied for lack of knowledge.

101. Defendant McCreary incorporates by reference her responses to paragraphs 1-98 of the Second Amended Complaint as if set forth herein verbatim.

100. Denied for lack of knowledge.

101. Denied for lack of knowledge.

102. Denied for lack of knowledge.

103. Denied for lack of knowledge

104. Denied for lack of knowledge

SIXTH CAUSE OF ACTION

105. Defendant McCreary incorporates by reference her responses to Paragraphs 1-104 of the Second Amended Complaint as if set forth herein verbatim.

106. This paragraph contains no allegations which Defendant McCreary is required to admit or deny.

107. Denied for lack of knowledge.

108. Denied for lack of knowledge.

109. Denied for lack of knowledge.

SEVENTH CAUSE OF ACTION

110. Defendant McCreary incorporates by reference her responses to Paragraphs 1-109 of the Second Amended Complaint as if set forth herein verbatim.
111. Denied for lack of knowledge.
112. Denied for lack of knowledge.
113. Denied for lack of knowledge.
114. Denied for lack of knowledge.
115. Denied for lack of knowledge.
116. Denied for lack of knowledge.
117. Denied for lack of knowledge.
118. Denied for lack of knowledge.
119. Denied for lack of knowledge.
120. Denied for lack of knowledge.
121. Denied for lack of knowledge.

EIGHTH CAUSE OF ACTION

122. Defendant McCreary incorporates by reference her responses to Paragraphs 1-121 of the Second Amended Complaint as if set forth herein verbatim.
123. Denied for lack of knowledge.
124. Denied for lack of knowledge.
125. Denied for lack of knowledge.
126. Any remaining allegations not specifically admitted herein are denied.
127. Defendant McCreary denies that Plaintiff is entitled to any relief against her.

FIRST AFFIRMATIVE DEFENSE

Plaintiff Stanford Grist instigated and consented to any alleged conduct of Defendant McCreary.

SECOND AFFIRMATIVE DEFENSE

Upon information and belief, Plaintiff has failed to mitigate his alleged damages.

THIRD AFFIRMATIVE DEFENSE

Defendant McCreary is not liable to the extent that the Plaintiff was negligent, grossly negligent, and reckless, and such negligence, gross negligence, and recklessness caused or contributed to the matter complained of in the Amended Complaint and exceeded any and all negligence of Defendant McCreary. Assuming without admitting that Defendant was negligent or grossly negligent, Plaintiff's recovery must be reduced in proportion to any contributory negligence, gross negligence, and recklessness.

FOURTH AFFIRMATIVE DEFENSE

The Second Amended Complaint fails to state a claim against Defendant McCreary.

Respectfully submitted,

HALLIGAN MAHONEY WILLIAMS SMITH
FAWLEY & REAGLE, PA

s/Thomas K. Barlow
Thomas K. Barlow, S.C. Bar No. 8995
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Columbia, South Carolina 29211
(803) 254-4035
Attorney for Kerry Burnett McCreary

February 19, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Stacey Grist as Agent under a Power of)
Attorney for Stanford W. Grist and as)
Trustee of the Second Amended Trust)
of Stanford W. Grist living Trust dated)
December 5, 2005, Stanford Grist)
Veterinary Services LLC, Chestnut Ridge)
Farm LLC, and Hilly Street LLC,)

Case No.: 2022-CP-23-04055

Plaintiffs,

v.

NOTICE OF DEPOSITION

Priscilla Mickie Grist, Caroline York Grist)
Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics Consulting)
LLC, Tracy Parson, Kiki's Kare, LLC d/b/a)
Comfort Keepers, Erin Couchell Individually)
and as a member of Kiki's Kare, Chris)
Couchell individually and as a member)
of Kiki's Kare, LLC, and Kerry Burnett)
McCreary,)

Defendants.

TO ATTORNEYS OF RECORD FOR DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the Counsel for Plaintiff, pursuant to Rule 30 of the South Carolina Rules of Civil Procedure, will take the deposition below upon oral examination and recorded by stenographic means before a Notary Public for South Carolina or some other officer authorized by law to administer oaths. The oral examination shall continue from time to time and day to day until completed, including any adjournment thereof. You are hereby notified, requested and required to produce said person for examination on oral deposition, and you are further invited to attend and participate.

DEPONENT: Tracy Parson

PLACE OF DEPOSITION: Truluck Thomason, LLC

**3 Boyce Ave.
Greenville, SC 29601**

DATE AND TIME: **May 22, 2024 at 10:00 AM**

COURT REPORTER: **Legal Eagle, Inc**

Respectfully submitted,
TRULUCK THOMASON, LLC

s/Devon M. Puriefoy
Devon M. Puriefoy
S.C. Bar No. 102097
3 Boyce Avenue
Greenville, SC 29601
Phone: (864) 331-1751
Facsimile: (864) 243-8115
devon@truluckthomason.com
Attorney for Plaintiff

Greenville, SC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Stanford W. Grist, individually, by and) Civil Action No.:
through his attorney-in-fact Stacey Grist, and)
Stacey Grist, individually,)
Plaintiffs)

vs.)

COMPLAINT
(Jury Trial Demanded)

Jennifer Browning, Browning Geriatric)
Consulting LLC, Tracy Parsons, Priscilla)
Mickie Grist, Christopher Couchell, Kiki's)
Kare LLC d/b/a Comfort Keepers, Tyler)
McLeod, Adam Lee, Michael Bridges, Dan)
Collins, The Vanguard Group Inc., Cheryl)
Borum, O'Neil Rabon, Caroline York Grist)
Lyon, Leland Lyon, Jr., Clayton Jennings¹,)
Defendants)

Action for Violations of the Organized

Crime Control Act of 1970. Pub.L.No. 91-
452, Title IX, "Racketeer Influenced and
Corrupt Organizations Act"
("RICO")(Codified at 18 U.S.C. §§ 1961-1968)
And Common Law Claims

¹ Defendants Clayton Jennings and O'Neil Rabon, in response to the notice letter sent by Plaintiffs' counsel, filed lawsuits against Plaintiffs' counsel and others in a reactionary but ill-informed stunt in which they doth protest too much, demonstrating not only their arrogance at having been called out for their illegal activity, but taking affirmative steps to offensively attempt to inhibit their victims from pursuing their legal rights by way of intimidation, which is further evidence of the predicate acts of Defendants Jennings and Rabon as set forth herein and the lack of remorse for his actions, as well as forecasting his inclination to continue to abuse future victims. *Ronald O'Neil Rabon v. Paul Hulsey et al.*, Case No. 2024-CP-23-03236; *Clayton L. Jennings v. Paul Hulsey et.al.*, Case No. 2024-CP-23-03271 (filed May 24, 2024). Most recently, Defendant Browning and Browning Geriatric Consulting LLC have filed a lawsuit. *Jennifer L. Browning v. Paul Hulsey et al.*, Case No. 2024-CP-23-03730.

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Plaintiffs, complaining of the Defendants, and seeking legal and equitable relief as prayed for herein, would show unto this Honorable Court:

I. SUMMARY OF ACTION
The Sham Probate Enterprise

1. This is an action brought pursuant to 18 U.S.C. Section 1962 *et seq.* (hereafter referred to as “**RICO**”) to recover legal damages, attorney’s fees and costs and equitable remedies, as well as such other and further relief as the Court deems appropriate, for the cumulative actions of the Defendants (hereafter collectively referred to as the “**Collaborators**” as more specifically described herein) of which Plaintiffs (as defined below) are among the victims: a widespread, comprehensive, systematic, continuous, ongoing scheme to deceive and defraud them and others, as well as deprive Plaintiffs of their property through a long list of racketeering activities prohibited by **RICO**. The liability of the **Collaborators** and those they conspired with is reflected in court filings, property transactions, witness interviews, bank records, trust documents, medical records, other professional records, depositions, hearing transcripts which demonstrate a clear pattern of ongoing racketeering activity by an association-in-fact enterprise involving various predicate acts executed by the **Collaborators** and others to deprive Plaintiffs of valuable property and rights. These comprehensive, multiple and inter-related schemes to deceive and defraud are generally characterized by lawyers knowingly self-dealing while committing fraud in the creation or administration of probated estates, settlements, trust agreements, property transactions, some of which were purportedly authorized by court orders² for which the judicial officers

² Some of the court “orders” in these and related actions appear to have been “signed” using a rubber stamp of a judicial official likely making the document void or voidable in the execution of each, which didn’t slow down the **Collaborators** in their affirmative steps to harm the Plaintiffs and others.

involved do not enjoy any form of immunity, particularly when those judicial officers are, or in the exercise of reasonable care should be, aware of the ongoing pattern and scheme and take no steps to protect the victims, even assisting in the abuse of the victims. This undertaking is referred to herein as the **Sham Probate Enterprise**. During the execution of the **Sham Probate Enterprise**, in addition to appearing as lawyers in Probate matters, some of the Defendant **Collaborators** failed to disclose conflicts of interest and at least five (5) are currently engaged in extortion under South Carolina law but have engaged in other predicate acts in furtherance of the **Sham Probate Enterprise** and continue to do so. In this regard at least one (1) financial institution has willingly participated in the schemes along with health care workers and health care institutions that fraudulently created assessments and other fraudulent documentation to further their abuse of the rights of the victims including the Plaintiffs here. The Defendant **Collaborators** also conspired with others not yet identified herein and were aided and abetted by, as discovery may dictate, others not yet identified herein. The use by the **Sham Probate Enterprise Collaborators** of the court system to advance the racketeering scheme is particularly egregious as it victimized the entire judicial system, impacts the administration of justice across the board and undermines the integrity of the state court legal and judicial process for everyone.

2. Each of the Defendant **Collaborators** and other parties associated with or participated in the affairs of the **Sham Probate Enterprise** as defined herein, in that they conducted or participated directly or indirectly in the operation of the **Sham Probate Enterprise** through a “pattern of racketeering activity” within 18 U.S.C. §1961(1) and (5) and §1962(c), *to wit*: multiple, repeated, and continuous violation of 18 U.S.C. §1341 (mail fraud), 18 U.S.C. §1343 (wire fraud) and S.C. Code §16-17-640 (extortion).

3. The pattern of racketeering conduct includes multiple mailings, wire transmissions and acts causing the Plaintiffs to lose assets that belonged to them and to suffer unwarranted and unwanted restrictions on their liberty. The Defendant **Collaborators** and other related persons or entities conducted themselves in a manner directed toward the Plaintiffs and their heirs and estates in concert acting solely on behalf of the **Sham Probate Enterprise** which caused and continues to cause Plaintiffs and their heirs and estates significant harm.

II. JURISDICTION

4. This Court has jurisdiction under 18 U.S.C. § 1964(a) and (c) (**RICO**); 28 U.S.C. § 1331 (federal question). Supplemental jurisdiction under 28 U.S.C. § 1367 exists as to those claims that are so related to the federal claims in that they form part of the same case or controversy. The matters in controversy arise under the Constitution, treaties and laws of the United States, including those regulating commerce.
5. Venue is proper in this Court under 18 U.S.C. § 1965(a) and 28 U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to the claims occurred in this district. The ends of justice are served because joint trials for claims against related parties conserve resources and avoid inconsistent verdicts.

III. PARTIES

6. Defendant **Collaborators** coordinated with one another to create and operate a “**Sham Probate Enterprise**” which constituted an association-in-fact enterprise which involved using fraud and abuse of the legal system to take advantage of persons (hereafter referred to as “victims”) to divert some or all of those victims’ assets and/or income and to fraudulently

charge unneeded and unwanted professional fees to be paid to the **Collaborators**, or some of them, and others, sometimes in conjunction with relatives of the victims who had their own private agenda and desire to take advantage of the victims, under circumstances in which such professional services were intended to and did handicap the ability of the victims to self-determination, liberty and freedom, and destroyed the victims' abilities to protect their assets and/or spend them as they chose or as they had directed.

7. The **Sham Probate Enterprise** relied upon interaction with and alleged oversight by the Greenville County Probate Court (hereafter "the Probate court") to initiate and facilitate the **Collaborators'** raids upon the assets and income of the victims, to vitiate and neutralize the stated will of the victims, to the detriment of the victims and to enrich the **Collaborators**, all of whom operate for profit and all of whom profited from their acts and omissions as set forth herein, to the detriment of the victims. This is the first of several similar cases that will be filed for the benefit of other victims who were also harmed and damaged irrevocably by the actions in the **Sham Probate Enterprise**.
8. On information and belief, there are multiple victims of these **Collaborators** and on information and belief the **Sham Probate Enterprise** continues at the present, with the Probate court continuing to assist the **Sham Probate Enterprise**, with some of the named Defendant **Collaborators** and others still entrusted with responsibility to provide service to current victims, who will surely suffer as these Plaintiffs have.³

³ On information and belief, named Defendant **Collaborators** were placed on notice of their illegal activities by letter dated May 17, 2024, which was sent by certified mail to all named Defendant **Collaborators** and to some via email, but on information and belief, the named Defendant **Collaborators** have continued their unlawful **Sham Probate Enterprise**, victimizing even more members of the Greenville community in the month since the Defendant **Collaborators** were alerted that the illegal enterprise had been uncovered and that they would be required to answer for their wrongdoing. To date, only one of the named Defendant **Collaborators** has made tentative contact to Plaintiffs' counsel to cooperate and disclose details regarding the **Sham Probate Enterprise**.

9. On information and belief, Defendant **Collaborator** Jennifer **Browning** is an individual who resides and conducts business in and around the County of Greenville, State of South Carolina and whose conduct was fraudulent and actionable. On multiple occasions, including actions involving these Plaintiffs, Defendant **Collaborator** Jennifer **Browning** has been appointed by the Probate court to serve in a representative capacity for various victims, among them the Plaintiffs named herein and has used those appointments to enrich herself to the detriment of the victim, including these Plaintiffs.
10. On information and belief, Defendant **Collaborator** Jennifer **Browning** is the primary owner of a limited liability corporation organized and existing under the laws of the State of South Carolina called **Browning Geriatric Consulting LLC** which was used as an instrumentality of fraudulent activity and was not within the scope of judicial oversight by virtue of the manipulation of its corporate structure to receive professional fees while not appointed by any Court. On information and belief, Defendant **Collaborator** **Browning Geriatric Consulting LLC** has never been appointed to serve in a representative capacity by the Probate court, but under the guise of appointments of Defendant **Collaborator** Jennifer **Browning**, Defendant **Collaborator** **Browning Geriatric Consulting LLC** has taken advantage of the victims, including Plaintiffs, to its enrichment without ever having been court-appointed or subjected to judicial oversight.
11. On information and belief, Defendant **Collaborator** Tracy **Parsons** is a citizen and resident of the County of Greenville, who has on multiple occasions been appointed, designated or retained, and was at all times paid for services from the assets or income of affected victims, to assist in the **Sham Probate Enterprise** by submitting reports and statements, some of which were false, misleading and calculated to contribute to the continuing nature of the

Sham Probate Enterprise involving these Plaintiffs, and others not yet named, and who, on information and belief, participated in fraudulent conduct by furthering the **Sham Probate Enterprise**, and yet despite that she continued to cooperate and actively participate in the **Sham Probate Enterprise** and to further its efforts and goals and to enrich herself personally.

12. On information and belief, Defendant **Collaborator** Priscilla Mickie **Grist** is one of the adult daughters of Plaintiff Stanford W. **Grist**, is a citizen and individual of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich herself and for the express purpose of harming the Plaintiffs and acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on all relevant occasions, she was a client or agent of other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise** and provided false and fraudulent information to the Probate court in order to further the **Sham Probate Enterprise** and her own personal interests and that of others.
13. Upon information and belief, Christopher **Couchell** is the owner of Defendant **Collaborator** Kiki's Care, LLC, is a citizen and individual of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise**.
14. On information and belief, Christopher **Couchell** is the primary owner of a limited liability corporation organized and existing under the laws of the State of South called **Kiki's Care, LLC**, doing business as **Comfort Keepers**. Upon information and belief, Defendant **Collaborator Kiki's Care, LLC** has never been appointed to serve in a representative

capacity by the Probate court, but has provided daily care services under the guise of Jennifer **Browning's** probate appointments, has taken advantage of the victims to its enrichment without ever having been court-appointed or overseen by judicial oversight.

15. Upon information and belief, Defendant **Collaborator** Tyler **McLeod** is a lawyer and a citizen of the County of Greenville, State of South Carolina, who has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself and for the purposes of harming the Plaintiffs and acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **McLeod** also represented Charlotte Grist before the Probate Court.
16. Upon information and belief, Defendant **Collaborator** Michael **Bridges** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **Bridges** was originally engaged by Dr. **Grist** to defend against the actions brought by Defendant **Collaborators** Priscilla Mickie **Grist** and Caroline **Lyon**. **Bridges** also represented Jennifer **Browning** in contemporaneous cases involving other parties before the same court without disclosing the representation to Dr. **Grist**.
17. Upon information and belief, Defendant **Collaborator** Adam **Lee** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at all relevant time periods

assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **Lee** was originally engaged by Dr. Grist to defend against the actions brought by Defendant **Collaborators** Priscilla Mickie **Grist** and Caroline **Lyon**, and purported to represent the interests of Dr. Grist while actively adverse to him. Defendant **Collaborator Lee** also represented Jennifer **Browning** in contemporaneous cases before the same court without disclosing the representation to Dr. **Grist** that he was acting contrary to Dr. Grist's interests.

18. Upon information and belief, Defendant **Collaborator** Daniel **Collins** is a lawyer and citizen of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **Collins** represented Dr. **Grist** as his estate lawyer for years without disclosing that he contemporaneously represented Defendant **Collaborators** Leyland **Lyon** and Caroline **Lyon** adversely to Dr. **Grist's** interest, or that he had previously retained Defendant **Collaborator** Jennifer **Browning's** services to get a "finding of incapacity" or as professional guardian in a litany of cases, including one presently pending in another county.
19. Upon information and belief, Defendant **Collaborator** **The Vanguard Group, Inc.**, (hereafter "Vanguard Group") is a corporation organized and existing under the laws of the State of Pennsylvania, with location in Greenville County, State of South Carolina, which

aided Defendant **Collaborators** Leyland **Lyon** and Caroline **Lyon** in the fraudulent control of Dr. **Grist**'s assets while being compensated agents of Dr. **Grist**. On information and belief, **Vanguard Group** is a financial institution that offered wealth management services to Dr. **Grist** and to **Collaborators**, some of which are Defendant **Collaborators** herein, and to Plaintiffs and facilitated and participated in the **Sham Probate Enterprise**.

20. Upon information and belief, Defendant **Collaborator** Cheryl **Borum** is a citizen and individual of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich herself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. On information and belief, Defendant **Collaborator Borum** acted as Dr. **Grist**'s CPA while working adversely to Dr. **Grist**'s interest with Defendant **Collaborators** Leyland **Lyon** and Caroline **Lyon**.
21. Upon information and belief, Defendant **Collaborator** O'Neil **Rabon** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **Rabon** represented **Collaborators** Priscilla Mickie **Grist**, Leyland **Lyon**, and Caroline **Lyon**. **Rabon** also represented Defendant **Collaborator** Jennifer **Browning** in numerous

cases and also appeared regularly in *ex parte* proceedings seeking her appointment in multiple cases before the Probate court, indicating his tendency to repeat his bad actions.

22. Upon information and belief, Defendant **Collaborator** Leyland **Lyon** is a citizen and individual of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich himself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**.
23. Upon information and belief, Defendant **Collaborator** Caroline **Lyon** is a citizen and individual of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich herself while acting contrary to the wishes of Plaintiff Stanford W. **Grist**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**.
24. Upon information and belief, Defendant **Collaborator** Clayton **Jennings** is a lawyer, judge and citizen of the County of Greenville, State of South Carolina, and has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendant **Collaborators** herein, who participated in the **Sham Probate Enterprise**. **Jennings** represented Jennifer **Browning** and **Browning Geriatric**, LLC in other court proceedings while acting as Judge in Dr. **Grist's** case without disclosing the same to Plaintiffs.

IV. STATEMENT OF THE CASE

25. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.
26. The Defendant **Collaborators** created the **Sham Probate Enterprise** as an association-in-fact enterprise which operated through a pattern of racketeering conduct in order to deceive and defraud the Plaintiffs and others similarly situated.

V. RELEVANT PERIODS OF TIME

27. Between 2005 to 2020, Dr. Stanford W. **Grist** took extensive steps to ensure that the manner in which he wished for his estate to be distributed upon his death was properly documented and not left open to interpretation. More specifically, Dr. Grist was intentional about establishing certain safeguards to prevent deviation from his wishes in the event of mental incapacity.
28. In 2005, Dr. **Grist** executed his revocable Trust. Dr. **Grist** named himself as the Trustee of his Trust and upon his incapacity or death, Defendant **Collaborator** Leyland **Lyon** was to serve as the successor Trustee. On the same day, Dr. **Grist** executed a General Durable Power of Attorney naming Defendant **Collaborator** Leyland **Lyon** as his Attorney-In-Fact.
29. Over time, however, Dr. **Grist** began reevaluating his succession plan, and upon discovering that thousands upon thousands of dollars were misappropriated by Defendant **Collaborators** Leland **Lyon** and Caroline Grist **Lyon** from the Veterinary Business, Dr. **Grist** elected to amend his corporate documents, as well as his estate documents, to remove Defendant **Collaborators** Leyland **Lyon** and Caroline Grist **Lyon** as successor Trustees and to name

Stacey **Grist** (“Plaintiff”) as an officer of the Business and as successor Trustee under the Trust.

30. Initially Dr. **Grist** went to his prior attorney, Defendant **Collaborator** Daniel **Collins**, to request that he draft these changes. Upon arriving at Defendant Collaborator **Collins**’ office, Dr. **Grist** found himself in a meeting with Defendant **Collaborators** **Collins**, Leyland **Lyon** and Caroline **Lyon**. Dr. **Grist** then learned that Collins also represented Defendant **Collaborators** Leyland **Lyon** and Caroline **Lyon** and had for years without disclosing the same to Dr. **Grist**. Dr. **Grist** was forthcoming in the presence of Leyland Lyon and Caroline Grist **Lyon** regarding his reasons for making the changes to his estate documents business organization. However, Dr. **Grist** was trapped in what was supposed to be a meeting with an attorney to provide legal services to him, and instead was put under pressure by Defendant **Collaborators** **Collins**, Leland **Lyon** and Caroline **Lyon** to favor them in his estate planning.
31. Defendant **Collaborator** Collins originally agreed to make the requested changes, and Dr. **Grist** left Collins’ office believing that the changes would be made pursuant to his request. Later, after a conversation with Defendant **Collaborator** Cheryl **Borum**, Dr. **Grist**’s CPA, who had been originally recommended by Defendant **Collaborator** **Collins** and who had worked with Leyland **Lyon** to set up a complicated web of bank accounts to hide the money trail from the Veterinary Practice, Defendant **Collaborator** **Collins** called Dr. **Grist** to demand that he submit to a mental evaluation to be arranged by Defendant **Collaborator** **Browning** the next morning before Defendant **Collaborator** **Collins** would make the changes removing his clients Defendant **Collaborators** Leyland **Lyon** and Caroline Grist **Lyon**. Upon information and belief, Defendant **Collaborators**, as members of the **Sham Probate Enterprise**, sought to conceal the extent of the fraud already carried out against Dr.

Grist and to secure further control over his extensive assets, through a sham finding of incapacity.

32. On or about February 19, 2019, after firing Defendant **Collaborator Collins** for what he believed was **Collins'** conflict of interest, Dr. **Grist** went to a well-known, and well-respected firm in Greenville, South Carolina to amend his Durable Power of Attorney (the "POA") to reflect his desire that his daughter, Plaintiff Stacey **Grist**, serve as his attorney-in-fact upon the eventuality of his incapacity (springing powers defined in the POA). Article IX, Section 3 of the Durable Power of Attorney specifically nominated "...Agent as Conservator and Guardian for Principal. To the extent that I am permitted by law to do so, I herewith nominate and appoint my Agent to serve as my guardian, conservator, and/or in any similar representative capacity, if such an appointment is necessary."
33. On or about May 1, 2019, Dr. **Grist** went back to the same law firm in Greenville, South Carolina to amend his Trust to reflect his desire that Plaintiff Stacey **Grist** serve as his successor Trustee. The drafting attorney very astutely elected to execute an affidavit stating that Dr. **Grist** had capacity to execute such documents. In addition to this safeguard, the drafting attorney also thought it necessary for Dr. **Grist** to submit to an independent medical evaluation by a disinterested third-party, which confirmed the drafting attorney's belief that Dr. Grist was of sound mind. On information and belief, Dr. **Grist** revealed to the lawyer his suspicions of the actions that might be taken by various members of his family to disrupt his estate planning, how important it was to him that Stacey **Grist** be empowered to act on his behalf in the event of his disability, and the lawyer's astute handling of the matter was for this very reason.

34. At all times since the May 1, 2019, amendment, Plaintiff Stacey **Grist** served as Dr. **Grist's** attorney-in-fact upon any determination of incapacity and as successor trustee, as well as an active participant in the operation of the Business.
35. It was during this time that Dr. **Grist** also became increasingly aware of Defendant **Collaborators** Leyland **Lyon** and Caroline Grist **Lyon's** continued efforts to interfere with his control of his assets, specifically assets held by Defendant **Collaborator Vanguard Group, Inc.** Dr. **Grist** made repeated efforts to gain control of his accounts but was faced with continuous unlawful blocks by Defendant **Collaborator Vanguard's** representatives assigned to his accounts. On information and belief, Defendant **Collaborator** Leyland **Lyon** had changed all passwords on Dr. **Grist's** accounts and Defendant **Collaborator Vanguard** continued to assist Defendant **Collaborator** Leland **Lyon** to keep Dr. **Grist's** assets from him, even though Dr. **Grist's** name was on his accounts, his social security number was on them, and his money was in them. Upon information and belief, Defendant **Collaborator Vanguard Group** worked in concert with Defendant **Collaborator** Leland **Lyon** to block Dr. Grist's access, online and in person, to deprive Dr. **Grist** of the ability to move his own money, and to deny his participation in the management of his funds. It was only after months and months of costly efforts and with the assistance of another financial institution, that Plaintiff Stacey **Grist** and Dr. **Grist** gained control of his remaining assets.
36. In the fall of 2019 through the first of 2020, Dr. **Grist** was the subject of an anonymous complaint filed with the South Carolina Department of Labor, Licensing and Regulation, questioning his capacity to act as a Doctor of Veterinary Medicine in supervising the operation of his veterinary clinics. Upon information and belief, this was yet another effort by Defendant **Collaborators** or their agents to gain control of him and of his assets through

a finding of incapacity that would prevent him from working and managing the money flowing through his businesses. Throughout the investigation over months, another well-respected attorney represented Dr. Grist before the state licensing board. Dr. Grist was subjected to extensive interviews, with the ultimate finding of the board being announced via a dismissal of the complaint in early 2020 finding that the complaint of incapacity was unfounded.

37. This latest effort to gain control of him and his assets and to remove him from his clinics prompted Dr. **Grist** to go to another highly regarded law firm located in Greenville, South Carolina to make further amendments to his Trust. This law firm had previously done extensive legal work for Dr. **Grist** related to his businesses over the years and he knew the attorney well and trusted him. The May 13, 2020 amendment to the Trust, made within months of the licensing board finding him competent and fit to practice veterinary medicine, revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff Stacey **Grist** as his successor trustee, in place.
38. The Trust originally provided that the beneficiaries to the Trust, Defendant **Collaborator** Priscilla Mickie **Grist**, Plaintiff Stacey Grist, and another daughter, **Charlotte Grist**, would receive equal shares of the Trust assets *per stirpes*.
39. In the May 13, 2020 amendment, Dr. **Grist** divested any ownership interest Defendant **Collaborator** Priscilla Mickie **Grist** had in Stanford Grist Veterinary Services, LLC, giving immediate ownership of the same to Plaintiff Stacey **Grist**. The amendment also took away Mickie **Grist**'s interest in Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the "Companies"), and left Defendant **Collaborator** Priscilla Mickie **Grist** instead to receive all stocks and bonds being held in Trust. Dr. **Grist** then split ownership of

the Companies equally between Plaintiff Stacey **Grist** and his daughter Charlotte **Grist**, giving immediate ownership of Stanford Grist Veterinary Services, LLC to Plaintiff Stacey **Grist** and giving Charlotte **Grist** her share of the Companies upon his death.¹

40. The drafter of the May 13, 2020, amendment also had Dr. **Grist** submit to an independent medical examination by a disinterested third-party. Both the physician and the drafting attorney found Dr. **Grist** to be of sound mind. Dr. **Grist** informed Defendant **Collaborator** Priscilla Mickie **Grist** of the changes and invited her to meet with the attorney as well to fully understand the change. After learning of this change, Defendant **Collaborator** Priscilla Mickie **Grist** subsequently submitted her formal resignation as Dr. **Grist**'s Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that she no longer wanted this responsibility.
41. Immediately following her resignation as HCPOA, Defendant **Collaborator** Priscilla Mickie **Grist** set about to take Dr. **Grist** to an unplanned doctor's appointment to have "papers signed" with no explanation. On June 26, 2020, Dr. **Grist** called his ex-wife, who he remains very close to, to ask for her help because Defendant **Collaborator** Priscilla Mickie **Grist** was trying to force him into the car to take him to a doctor appointment. Dr. **Grist**'s ex-wife came to his aid and called the police to stop Defendant **Collaborator** Priscilla Mickie **Grist** and a man who was assisting her from their attempted kidnapping of Dr. **Grist**. A police report was issued detailing the concern by Dr. **Grist** and his ex-wife had that Defendant **Collaborator** Priscilla Mickie **Grist** was using this tactic as a means to get access to Dr. **Grist**'s money, as she was being pursued by debt collectors. Again, this was after she previously resigned as his HCPOA.

42. Approximately two months after the May 13, 2020 amendment to the Trust eliminating Defendant **Collaborator** Priscilla Mickie **Grist**'s interest in the businesses, Defendant **Collaborators** Priscilla Mickie Grist and Caroline Grist, aided by Defendant **Collaborators** **Browning, Collins, and Rabon**, put into action their scheme calculated to circumvent Dr. **Grist**'s wishes in an effort to conceal Defendant **Collaborators** Leyland **Lyon** and Caroline Grist **Lyon**'s prior embezzlement perpetrated with the help of Defendant **Collaborators** **Collins** and **Borum** and to secure what they respectively believed to be a more favorable distribution of Trust assets to Defendant **Collaborator** Priscilla Mickie **Grist** upon the incapacity or death of Dr. **Grist** than what his carefully drafted and executed estate plan provided.
43. On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Defendant **Collaborator** O'Neil **Rabon**, had Defendant **Collaborator** Priscilla Mickie **Grist** execute and submit an *ex-parte* petition to the Greenville County Probate Court seeking to be appointed guardian over Dr. **Grist** while specifically and falsely noting in the petition that Dr. Grist did not previously designate a guardian in his estate documents. At the same time Defendant **Collaborator** **Browning** was appointed as guardian ad litem without disclosing her role just over a year earlier in Defendant **Collaborators** **Collins, Borum, Leyland, and Caroline**'s plan to have Dr. **Grist** declared incapacitated through a sham mental evaluation.
44. Defendant **Collaborator** Caroline **Grist** then filed a subsequent conservatorship petition based on **vague**, baseless and false allegations that Plaintiff Stacey **Grist** was improperly handling Dr. **Grist**'s business and exercising undue influence in the execution of the POA and the amendments to the Trust with absolutely no factual basis. Defendant **Collaborator**

Caroline **Grist** also falsely stated to the Probate Court that Dr. **Grist** had no Trustee with full knowledge that his Trust provided for a successor Trustee upon his incapacity.

45. These baseless allegations were dispelled after Plaintiff Stacey **Grist** voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.
46. The improper filing seeking Defendant **Collaborator** Priscilla Mickie **Grist**'s appointment to serve as Dr. **Grist**'s guardian resulted in a false determination by the Probate Court that Dr. **Grist** was in fact mentally incapacitated, despite recent prior findings otherwise. Following this determination, Defendant **Collaborator** Priscilla Mickie **Grist** was replaced as guardian by Defendant **Collaborator** Tracy **Parsons** with Defendant **Collaborator** Jennifer **Browning** serving as guardian ad litem.
47. Dr. **Grist** had personally retained Defendant **Collaborators** Adam **Lee** and Mike **Bridges** to serve as his counsel to oppose the appointment of a guardian prior to the temporary hearing; however, unbeknownst to Dr. **Grist**, Defendant **Collaborators** Adam Lee and Mike Bridges intentionally hid their true loyalties from Dr. **Grist** and instead, the Defendant **Collaborators** Adam Lee and Mike Bridges, whom Dr. Grist had hired to protect him from Defendant **Collaborators** **Parsons** and **Browning**, were themselves representing **Browning** in another guardianship matter then pending at the same time before the same court.
48. Also unknown to Plaintiff Stacey **Grist** and to Dr. **Grist** was the fact that Defendant **Collaborator** Clayton **Jennings**, the judge who approved Defendant **Collaborator** **Browning**'s fees to be paid from Dr. **Grist**'s assets against his wishes, was himself serving as **Browning**'s lawyer in a guardianship matter pending in Laurens County at the same time he was presiding over **Browning**'s conduct in Dr. **Grist**'s case in Greenville County.

49. The family all knew that Dr. **Grist** expressly instructed that in the event of incapacity, Plaintiff Stacey **Grist** was to serve as his guardian and conservator specifically in order to avoid and prevent any such Probate proceedings, so this proceeding was malicious in that Dr. **Grist** had just recently been determined fit to practice veterinary medicine and it was expressly contrary to Dr. **Grist** written instructions. Even daughter Charlotte **Grist** knew of her father's wishes, but had hired Defendant **Collaborator** Tyler **McLeod** as her counsel who worked closely with Defendant **Collaborators Rabon, Lee, Bridges, Browning and Parsons** to get and keep control of Dr. **Grist** and his considerable assets contrary to the law and outside of the proceeding then pending before the court.
50. Within the coming months it became clear that the guardianship and **conservatorship** proceedings, which should have only affected Dr. **Grist**'s estate assets, were intended to and served as a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Defendant **Collaborator** Priscilla Mickie **Grist** a third of Dr. **Grist**'s assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action, and to fund an endless flow of money to the **Sham Probate Enterprise**. The Defendant **Collaborators**' motives were on full display during a mediation of the guardianship and conservatorship case. They used efforts to resolve the guardianship and conservatorship proceeding pending against Dr. **Grist**, to instead, through the use of tactics of extortion in the form of pressure and threats of further future damage, to force Plaintiff Stacey **Grist** to settle according to their wishes and hand over control Dr. **Grist**'s assets to them. Defendant **Collaborators Rabon, Bridges, Lee, and McLeod** all worked furiously to completely take apart Dr. **Grist**'s legitimate estate documents, including

his Trust and the Companies, to get control of everything for the benefit of the **Sham Probate Enterprise** and for the benefit of Defendant **Collaborator** Priscilla Mickie **Grist**.

51. Defendant **Collaborators'** proposal, which was shared with non-parties including Defendant **Collaborators Browning** and **Parsons**, over the course of negotiations, lobbied for the appointment of Defendant **Collaborator Parsons** as Dr. **Grist's** permanent guardian, in complete disregard for Dr. **Grist's** express directives, provided for the liquidation of Stanford Grist Veterinary Services immediately using the **Collaborators'** chosen business broker, provided for payment of all **Collaborators'** fees, and all other professional fees from Dr. **Grist's** assets, and provided for any remaining assets still owned at Dr. **Grist's** death to be divided equally between Priscilla Mickie **Grist**, Charlotte Grist, and Plaintiff Stacey **Grist**, all contrary to Dr. **Grist's** expressed wishes.
52. At a subsequent hearing on the temporary guardianship, Defendant **Collaborator Browning** was appointed as Guardian ad litem. After her appointment she had direct contact with Defendant **Collaborator** Priscilla Mickie **Grist** and/or her counsel on no less than thirty-four (34) separate occasions, while Plaintiff Stacey **Grist**, as Trustee and Power of Attorney, was only contacted twice.
53. Upon removal of Defendant **Collaborator** Priscilla Mickie **Grist** as temporary guardian, the Probate court appointed Defendant **Collaborator** Tracy **Parsons** who was tasked with ensuring Dr. **Grist's** safety and to act in his best interest.
54. In her capacity as guardian, Defendant **Collaborator** Tracy **Parsons**, working with Defendant **Collaborator** Browning, arranged with Defendant **Collaborator Kiki's Kare LLC** d/b/a Comfort Keepers to provide 24 hours a day, 7 days a week, 365 days a year in-home health care for Dr. **Grist**. However, despite Defendant **Collaborator Parsons'**

“hiring” of Defendant **Collaborator Kiki’s Kare, LLC** d/b/a Comfort Keepers, she required Plaintiff Stacey **Grist**, to sign the contract in her capacity as Dr. **Grist’s** Power of Attorney. This is especially troubling because while the Defendant **Collaborators** actively sought to have the Power of Attorney deemed invalid in court, they required Plaintiff Stacey **Grist** to sign contracts and checks under the guise of a valid court order.

55. Dr. Grist’s **Trust** bore the entire financial responsibility of this decision by Defendant **Collaborator Tracy Parsons**.
56. Defendant **Collaborator Tracy Parsons** went to great lengths to isolate Dr. **Grist** and prevent those who love him most, including Plaintiff Stacey **Grist**, from visiting.
57. Defendant **Collaborator Comfort Keepers** has been openly, and seemingly intentionally, derelict in its duties to Dr. **Grist** which is evidenced by instances of Dr. **Grist** being over medicated with sedating medications, exploited, and physically and sexually assaulted.
58. In fact, after having observed instances of inappropriate conduct by Defendant **Collaborator Comfort Keepers’** employee(s) with Dr. **Grist**, Plaintiff Stacey **Grist** demanded an investigation be conducted.
59. In the interim, on or about April 7, 2022, a hearing was conducted to determine whether Defendant **Collaborator Tracy Parson’s** guardianship would be extended at which time, having seen what Defendant **Collaborator Parsons’** chosen in-home care was capable of, Plaintiffs openly objected to the same.
60. In support of Defendant **Collaborator Jennifer Browning’s** belief that Defendant **Collaborator Tracy Parson’s** guardianship needed to be extended, Defendant **Collaborator Jennifer Browning** presented the Court with an email dated March 25, 2022, approximately two weeks before the hearing which sought to remove Defendant **Collaborator Tracy**

Parsons, which purports to be an email from Chris Couchell of Defendant **Collaborator Comfort Keepers**. In this correspondence Mr. Couchell attempts to provide evidence in support of Defendant **Collaborator Comfort Keepers**' ongoing care, citing that Dr. **Grist** has wielded knives, has previously made threats to employees, and has also threatened self-harm.

61. In further support of her contention that Defendant **Collaborator Tracy Parsons**' guardianship should be extended, Ms. Browning submitted a letter to the court which referenced alleged numerous falls that Dr. **Grist** had suffered.
62. Armed with these "facts," most of which were false and known to Defendant **Collaborator Tracy Parsons** and Defendant **Collaborator Jennifer Browning** to be false, the Court, with Defendant **Collaborator Clayton Jennings** serving as Judge in this instance without disclosing his representation of Defendant **Collaborator Browning** in other matters, considered Defendant **Collaborator Browning's** recommendations, and extended Defendant **Collaborator Tracy Parsons**' guardianship over Plaintiff Stacey **Grist's** objections. Shockingly, Defendant **Collaborators Adam Lee** and Mike **Bridges**, purportedly acting as counsel for Dr. **Grist**, did not object to the extension, and again did not disclose to Dr. **Grist** or Plaintiff Stacey **Grist** that they also were contemporaneously representing Defendant **Collaborator Browning** in another guardianship matter.
63. Alarming, upon Plaintiff Stacey **Grist's** receipt of the records from Defendant **Collaborator Comfort Keepers**, obtained via subpoena, it became abundantly clear that none of the conduct noted by Defendant **Collaborator Jennifer Browning** actually occurred, but rather, was completely fabricated. These fabricated facts, facilitated by numerous Defendant **Collaborators** named herein, and submitted to the Probate court by other

Defendant **Collaborators**, contributed significantly to the continued harm being perpetrated upon Plaintiff Dr. **Grist**.

64. Plaintiff Stacey Grist was also made aware by Dr. **Grist** of sexual abuse by an employee of Defendant **Collaborator** Comfort Keepers. Plaintiff Stacey **Grist** reported the same to all parties. A video was reviewed by all and the Defendant **Collaborator** Tracy **Parson's** falsely determined that no such abuse happened based on what could be seen. It was never revealed that any further evidence existed regarding the incident. Plaintiff Stacey **Grist** only recently discovered that an internal investigation by Defendant **Collaborators** **Comfort Keepers** and **Tracy Parsons** had revealed that **Comfort Keepers** employee Kerry Burnett McCreary admitted as a part of the investigation that she had performed numerous sexual acts on Dr. **Grist**, including, upon information and belief, sexual intercourse. Furthermore, and even more alarming, is the fact that these findings were reported to Dr. **Grist's** purported attorneys, Defendants **Collaborators** **Bridges** and **Lee**, as well as to Defendant **Collaborator** **Browning** at a meeting at Defendant **Collaborators** **Bridges'** and **Lee's** office. None of them ever reported the findings or the fact that there was an admission of wrongdoing to Plaintiff Stacey **Grist**, to the Court, or to law enforcement. At this meeting concerning the abuse suffered by **Dr. Grist** at the hands of and under the oversight of Defendant **Collaborators** Tracy **Parsons** and Jennifer **Browning**, Defendant **Collaborators** **Lee** and **Bridges**, under the guise of representing Dr. **Grist** in this matter, actually protected fellow **Collaborators** **Browning** and **Parsons** and ensured the continuation of the **Sham Probate Enterprise** and the continuing harm to Dr. **Grist**.
65. These verified instances of sexual exploitation were included in the internal investigation notes which also, shockingly, referenced Defendant **Collaborator** Tracy **Parsons'** belief that

it was best to “let a sleeping dog sleep” as it related to reporting the sexual abuse of Dr. Grist by the employee of Defendant **Collaborator Comfort Keepers**. Because of this belief, Defendant **Collaborator Tracy Parsons** failed to report the same to the Court or any policing agency. It is shocking that all of this took place behind the scenes and that an actual admission was obtained regarding the sexual abuse suffered by Dr. **Grist** at the hands of Defendant **Collaborator Tracy Parson’s** hired caregivers and Defendant **Collaborator Tracy Parsons, Browning**, or Dr. **Grist’s** own lawyers, Defendants **Collaborators Lee and Bridges** did not think it was necessary to report it to anyone or to take any action at all to protect Dr. **Grist**.

66. After this, Dr. **Grist** was also prescribed a prescription medication contraindicated for the elderly with dementia. While it is important to note that Dr. **Grist** was only 73 years old when all of this began and was not suffering from dementia, by the time two years had passed under the care of Defendant **Collaborators Parsons and Browning**, in which he had been overmedicated repeatedly, physically abused, sexually abused and kept a prisoner in his own home, Dr. **Grist** was a shell of the man he once was.
67. By June and July of 2022, Dr. **Grist** was suffering from trauma and medication induced dementia. Plaintiff Stacey **Grist** continued to fight to get Dr. **Grist** away from the abuse by Defendant **Collaborators**, but not in time. Defendant **Collaborator Tracy Parsons** took Dr. **Grist** to the doctor claiming aggressiveness and wanting further sedation for him, a fact that was not supported by caregiver notes at the time. The doctor complied with the wishes of Defendant **Collaborator Tracy Parsons** and prescribed a medication that was the final nail. Dr. **Grist** became lethargic, and his immune system plummeted. He was hospitalized by Defendant **Collaborator Tracy Parsons**, resulting in the hospital giving him another

medication contraindicated to his current medications, and, upon information and belief, the combination resulted in permanent brain damage.

68. The improperly filed conservatorship and guardianship proceedings, in which **Defendant Collaborators** participated as part of the **Sham Probate Proceedings** have resulted in Dr. **Grist** being exposed to some of the most inhumane mental, physical, and sexual abuse one could imagine.

VI. SUMMARY OF SHAM PROBATE ENTERPRISE
(Scheme to Deceive and Defraud)

69. The purpose was to engage in a “pattern of racketeering activity” under 18 U.S.C. §1961(5) by repeated violations of 18 U.S.C. § 1341 (mail fraud) and 18 U.S.C. § 1343 (wire fraud). The purpose was to continue the scheme to defraud through extortion (under South Carolina laws) by threats and sham lawsuits in order to intimidate Plaintiffs’ counsel into giving up their representation of Plaintiffs, thereby further robbing them of the right to the peaceful enjoyment of their property.
70. Membership of Scheme to Defraud Management: All phases of the scheme and membership in all phases of the Scheme to Defraud include all Defendants: Jennifer **Browning**, **Browning Geriatric Consulting, LLC**, Tracy **Parsons**, Priscilla Mickie **Grist**, Christopher **Couchell**, **Kiki’s Care, LLC d/b/a Comfort Keepers**, Tyler **McLeod**, Adam Lee, Michael **Bridges**, Dan **Collins**, **The Vanguard Group, Inc.**, Cheryl **Borum**, O’Neil **Rabon**, Caroline York Grist **Lyon**, Leland **Lyon, Jr.** and Clayton **Jennings**.
71. Victims of the **Sham Probate Enterprise** are the Plaintiffs, Stanford W. **Grist**, individually, by and through his attorney-in-fact, Stacey **Grist**, and Stacey **Grist**, individually, the public as a whole and the state court judicial system.

72. Timeframe of the Scheme to Defraud: The timeframe was from at least 2019, but the Trust documents were executed in 2005. The “pattern of racketeering activity” was through its persistence, similarity, duration of the regular way of doing business with respect to the Plaintiffs and others that, by information and belief, they have victimized. The **Sham Probate Enterprise** continues through the present by way of Defendant **Collaborators**’ recent extortion attempts in filing lawsuits against Plaintiffs’ counsel in an effort to separate Plaintiffs’ counsel from their Clients by intimidating Plaintiffs’ counsel, thereby demonstrating both closed and open continuity.

VII. DEFINITIONS

A. Unlawful Activity

73. The **RICO** Defendants (“Defendant **Collaborators**”) engaged in a “pattern” of “racketeering activity within the meaning of 18 U.S.C. § 1961(5) including fraud under 18 U.S.C. § 1341 and extortion under South Carolina law (S.C. Code §16-17-640).

1. Mail and Wire Fraud – 18 U.S.C. §§ 1341 and 1343

74. The Defendant **Collaborators** used the South Carolina Court system to implement the Scheme to Defraud through trickery, deceit and overreaching. In furtherance of the **Sham Probate Enterprise** the U.S. mails and interstate wires were used to file pleadings and to otherwise communicate so as to maintain the ruse that it was business as usual among the Defendant **Collaborators** rather than the actions of an association-in-fact enterprise.

2. Extortion – S.C. Code § 16-17-640

75. On May 17, 2024, Plaintiffs’ counsel sent a notice letter to the Defendant **Collaborators** to alert them of the need to discuss the issues involved herein and obtain information which might be helpful to all parties involved. In a reactionary but ill-informed action, certain

Defendant **Collaborators** threatened Plaintiffs' counsel while a few actually sued Plaintiffs' counsel for vigorously advocating the rights of their clients.⁴ By information and belief, all Defendant **Collaborators** conferred and conspired in this regard, but, if not, are jointly and severally liable for having committed extortion which is a RICO predicate act. In continuation of their duplicitous conduct, Defendant **Collaborators** sent process servers to harass household employees of counsel Paul H. Hulsey and Cherie Durand late at night at their residence in Arizona when they positively know under South Carolina law only personal service is appropriate and binding. This vindictive and inappropriate conduct is further evidence of their conducting themselves as racketeers.

B. Pattern

76. These "racketeering activities" constitute a pattern of racketeering activity within 18 U.S.C. § 1961(5). The Defendant **Collaborators**' conduct reflects "relationship" and "continuity."
77. The pattern also included collaborating to suborn testimony concerning the manner in which Dr. **Grist** was cared for and his related mental status, collaborating to conceal exculpatory evidence, collaborating to create false mental health claims, making false statements and baseless arguments to judicial authorities and misrepresenting the true nature of Dr. **Grist's** intentions, his health and the status of the relevant Trusts. The pattern included the creation of multiple and complicated bank and property transfers in order to unobtrusively and under false pretenses remove all title and ownership of such properties from Dr. **Grist**. By information and belief, this pattern of conduct had occurred prior to and after the respective

⁴ At present, Plaintiffs' counsel have been named as Defendants in a total of five (5) separate lawsuits filed by Defendant **Collaborators** involved in this case and several others demonstrating overt attempts to intimidate Plaintiffs' counsel. This extortion is unbelievable. Other clients of Plaintiffs' counsel have also been sued, having dramatic and horrific efforts to serve legal process upon them.

fraud upon Dr. **Grist**. The pattern included collaborating upon a plan and conspiracy related thereto by using the U.S. mails and extortionary threats to Plaintiffs' counsel and for some selected co-conspirators of the named Defendant **Collaborators**.

78. The "racketeering activities" are related because they had a similar *purpose or goal*, to hide the true status of the Plaintiff Dr. **Grist's** health so as to deprive him of his assets and financial status and to nullify the exquisite steps he took with advice of counsel to avoid just what other Defendant **Collaborators**, including the named attorneys herein, and others perpetrated upon him. All Defendant **Collaborators** in one manner or another obtained their ill-gotten gains through the related activities. The court system and the Plaintiffs were victimized by the **Sham Probate Enterprise** and Scheme to Defraud and methods of *omission* (the Scheme and racketeering acts described in this Complaint).

79. The "racketeering acts" were otherwise interrelated by their distinguishing characteristics and are not isolated events because they were carried out for the same purpose in a continuous manner through a relevant period of time. The conduct of the **Sham Probate Enterprise** and Scheme to Defraud had an effect upon interstate commerce in that the stocks that were converted were traded and valued nationally, certain **Collaborator** businesses are organized under the laws of states outside South Carolina and/or do business outside the state of South Carolina, the business was operated by Defendant **Collaborators** in violation of IRS tax laws and regulations and the law firms which commonly communicate and trade in interstate commerce.

FIRST CLAIM FOR RELIEF
(Violation of 18 U.S.C. § 1962(c)
Against All Defendant **Collaborators**)

80. Plaintiffs incorporate and reallege all of the allegations contained in the proceeding paragraphs.

81. 18 U.S.C. § 1962(c) provides:

It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity....

82. Plaintiffs are a “person” within 18 U.S.C. §§ 1961(3) and 1964(c) and “capable of holding a legal or beneficial interest in property, and were injured by reason of the “racketeering activity” within 18 U.S.C. 1961(1).
83. Each of the Defendant **Collaborators** is a “person” under 18 U.S.C. §§ 1961(3) and 1962(c) and is “capable of holding legal or beneficial interest in the property.”
84. The **Sham Probate Enterprise** is an “enterprise” within 18 U.S.C. §§ 1964(4) and 1962(c) that was engaged in, and the activities of which affected interstate commerce within 18 U.S.C. §§ 1961(4), 1962(c). The Scheme to Defraud had an effect on interstate commerce as described above.
85. Each of the Defendant **Collaborators** was employed by or associated with, or participated in the affairs of the **Sham Probate Enterprise** and they conducted and participated, directly or indirectly, in the management and operation of the affairs of the **Sham Probate Enterprise** and through a “pattern of racketeering activity” within 18 U.S.C. §§ 1961(1) and (5) and 1962(c), to wit” multiple, repeated and continuous violations of 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. §1943 (wire fraud) and multiple violations of S.C. Code § 16-17-640 (extortion).
86. Plaintiffs suffered (and will continue to suffer) substantial injury to their “business and property” by reason of the violations of 18 U.S.C. § 1962(c) committed by Defendant **Collaborators**. All of Plaintiffs’ damages were anticipated as a substantial factor and natural consequence of their pattern of “racketeering activity.”

SECOND CLAIM FOR RELIEF

(Violations of 18 U.S.C. § 1962(d), Conspiracy to Violate § 1962(c)
Against all Defendant **Collaborators**)

87. Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

88. 18 U.S.C. § 1962(d) provides:

It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b), or (c) of this section.

89. Plaintiffs were a “person” under 18 U.S.C. §§ 1961(3) and 1964(c), were “capable of holding a legal or beneficial interest in property,” and were injured by reason of the “racketeering activity within 18 U.S.C. § 1961(1) of the Defendant **Collaborators**.

90. Each of the Defendant **Collaborator** is a “person” under 18 U.S.C. §§ 1961(3) and 1962(c) and (d), and each is an “entity capable of holding a legal or beneficial interest in property.”

91. The **Sham Probate Enterprise** constitutes an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c) that was engaged in, and the activities of which affected, interstate commerce. The Defendant **Collaborators** were employed by or associated with the management and operation of the affairs of the **Sham Probate Enterprise**.

92. The Defendant **Collaborators** conspired among themselves within 18 U.S.C. § 1962(d) to conduct, operate and manage the affairs of the **Sham Probate Enterprise**, directly or indirectly, by engaging in a “pattern of racketeering activity” within 18 U.S.C. § 1961(1) in violation of 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), and S.C. Code § 16-17-640 (extortion).

93. The Defendant **Collaborators** acted knowing that these “racketeering activities” within 18 U.S.C. §§ 1961(1) and 1962(c) would proximately and directly cause Plaintiffs to suffer

damages to their “business and property” within 18 U.S.C. § 1964(c). All of Plaintiffs’ damages were reasonably foreseeable by the Defendant **Collaborators** and were anticipated as a substantial factor and a natural consequence of their pattern of “racketeering activity” within 18 U.S.C. 1961(1).

THIRD CLAIM FOR RELIEF

(Violation of 18 U.S.C. § 1962(d) Conspiracy to Violate § 1962(a)
Against Defendant **Collaborators** Collins, Browning, Browning Geriatric Consulting, LLC,
The Vanguard Group, Inc., Kiki’s Kare, LLC d/b/a Comfort Keepers
and O’Neil Rabon)

94. Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

95. 18 U.S.C. § 1962(a) provides:

It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce.

96. 18 U.S.C. § 1962(d) provides:

It shall be unlawful for any person to conspire to violate any of the provisions of subsection (a), (b) or (c) of this section.

97. Plaintiffs are each a “person” under 18 U.S.C. §§ 1961(3) and 1964(c), each “capable of holding a legal or beneficial interest in property,” and were injured by reason of the “racketeering activity” within 18 U.S.C. § 1961(1) of the Defendant **Collaborators**.

98. Each of the Defendant **Collaborators** is a “person” under 18 U.S.C. §§ 1961(3) and 1962(a) and (d) and is “capable of holding a legal or beneficial interest in property.”

99. The **Sham Probate Enterprise** constituted an “enterprise” within 18 U.S.C. §§ 1961(4) and 1962(a) that was engaged in, and the activities of which affected, interstate commerce.
100. The Defendant **Collaborators** conspired among themselves within 18 U.S.C. § 1962(d) to violate § 1962(a), to wit, the Defendant **Collaborators** conspired among themselves to establish and operate, and use and invest income, or the proceeds of income, from a “pattern of racketeering activity” within 18 U.S.C. § 1961(5) in which the Defendant **Collaborators** participated as principals within 18 U.S.C. §§ 1961(1), 1961(5), 1962(a) and (d), to wit: multiple, repeated, and continuous violations of 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud), and S.C. Code § 16-17-640 (extortion).
101. The Defendant **Collaborators**’ conspiracy was and is that income, or the proceeds of income, from “racketeering activity” within 18 U.S.C. § 1961(1) received by the Defendant **Collaborators** would be invested in or used in the establishment and operation of the **Sham Probate Enterprise**.
102. The Defendant **Collaborators** acted knowing that these “racketeering activities” within 18 U.S.C. §§ 1961(1), 1962(a) would proximately and directly cause Plaintiffs to suffer damages to their “business and property” within 18 U.S.C. § 1964(c). All of Plaintiffs’ damages were reasonably foreseeable by the Defendant **Collaborators** and were anticipated as a substantial factor and a natural consequence of their pattern of “racketeering activity” within 18 U.S.C. § 1961(1).

FOURTH CLAIM FOR RELIEF

(Tortious Interference with the Right to Inherit)

103. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

104. At all times material herein, the Plaintiff Stanford W. **Grist** had taken exquisite efforts to ensure that the fruits of his decades of labor, his estate through his succession plan as meticulously described in his Revocable Trust. He made his intentions perfectly clear as he executed his Trust in 2005 and, more particularly, as he amended his Durable Power of Attorney (the “POA”) on May 1, 2019, to reflect his desire that his daughter, Plaintiff Stacey **Grist**, serve as his attorney-in-fact upon his incapacity (the springing powers defined in the POA). The Durable Power of Attorney, Article IX, Section 3, specifically nominated her “agent as conservator and Guardian Principal.” He nominated her to serve as his “Guardian, conservator, and/in or in any similar representational capacity, if such an appointment is necessary.”
105. On May 13, 2020, Dr. **Grist** amended his Trust concerning how it should be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff Stay Grist as his successor trustee in place.
106. The 2020 amendment took away any ownership Mickie Grist, who originally received equal shares *per stirpes* had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm, LLC and Hilly Strut, LLC (the companies). It left Defendant **Collaborator** Priscilla Mickie **Grist** all the stocks and bonds held in the Trust. The companies were split between Plaintiff Stacey **Grist** and Charlotte **Grist**. After learning of such changes, Defendant **Collaborator** Priscilla Mickie **Grist** submitted her resignation as Healthcare Power of Attorney for the reason that she “no longer wanted this responsibility.”
107. Thereafter, the Defendant **Collaborators** Priscilla Mickie **Grist** and Caroline **Grist**, with the aid and assistance of other Defendant **Collaborators** to the other three causes of action set forth on an elaborate ruse and scheme designed to gain control over the Trust assets of

Plaintiff Stanford W. **Grist** and disenfranchise Plaintiff Stacey **Grist** from her lawful interest in such Trust assets.

108. The manner and method of such tortious interference with the right of Plaintiff Stacey **Grist** to inherit her lawful share of such Trust assets as more fully described in detail in facts and circumstances previously alleged and stated in the body of this document.
109. The scheme employed by Defendant **Collaborators** Priscilla Mickie **Grist** and Caroline **Grist** as aided and abetted by the other Defendant **Collaborators** already addressed herein also tortiously interfered with the rights of Plaintiff Stanford W. **Grist** to determine the manner in which he desired for his estate to be distributed upon his death.
110. In order to effectuate the scheme to interfere with their lawful rights to (bequeath and) inherit, Defendants subjected Dr. **Grist** to extreme mental and emotional distress, attempted to destroy his mental capacity through the needless prescription medication and overmedicating against his will.
111. That the actions described herein subjected Plaintiff Stacey **Grist** to extreme mental and emotional distress as she struggled both with the wrongs that had been perpetrated against Dr. **Grist** as well as her attempts to remedy them.
112. As a direct and proximate result of the Defendant **Collaborators'** wrongful acts, tortious interference with their right to bequeath and inherit, the Plaintiff Stacey **Grist** has suffered economic damages including, but not limited to, loss of her economic benefits specified in the Trust documents, attorneys' fees and such other relief as the Court deems just and equitable.

113. As a direct and proximate result of the wrongful acts of the Defendant **Collaborators** as described herein, both Plaintiffs have sustained significant mental and emotional distress and as such are entitled to punitive damages as well as recovery of all costs incurred herein.

FIFTH CLAIM FOR RELIEF
(Civil Conspiracy)

114. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

115. The Defendant **Collaborators** herein had a business interest in seeing that they were employed by, appointed as or hired to become involved in as many estates as possible, noticeably those Trusts and Estates with significant assets able to sustain prolonged and multiple fees billed by these entities.

116. The Defendant **Collaborators**, one with the other, conspired to solicit and prolong the administration of their business appointment, employment or activities providing extended and many times questionable healthcare and administrative services to these economically blessed and therefore vulnerable individuals.

117. In order to benefit and profit from such conspiratorial conduct, the Defendant **Collaborators** endeavored to see that the same providers, attorneys or guardian ad litem were appointed or selected to act in each case. In this manner, they could control the assets of the relevant Trust or assets of the individual dealing the profits and ill-gotten gains out amongst themselves.

118. As a direct and proximate result of Defendant **Collaborators**' civil conspiracy, Plaintiffs were caused economic harm, suffered substandard and harmful healthcare as well as incurring significant attorneys' fees and costs.

SIXTH CLAIM FOR RELIEF

(Fraud Against
All Defendant **Collaborators**)

119. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.
120. The Defendant **Collaborators** conspired among themselves and with others to commit and did commit fraud in the manner and method they created extremely complicated bank transfers in order to fraudulently conceal the manipulation of the Trust assets from Plaintiff Stacey **Grist** to others.
121. The Defendant **Collaborators** fraudulently misrepresented the actual health status of Plaintiff Stanford W. **Grist** to the Probate court in order to keep him under their and their designee's control with the self-intent of prolonging their fees and increasing their ill-gotten gains. In doing so, they falsified records, suborned perjury and submitted Plaintiff Dr. **Grist** to unnecessary and harmful healthcare procedures.
122. The Defendant **Collaborators** fraudulently misrepresented the facts and circumstances of the Plaintiff Stanford W. **Grist**, his Trust and his physical and mental status to the Probate Court for their own self-interest and personal gain.
123. As a direct and proximate result of Defendant **Collaborators**' fraudulent conduct, Plaintiffs incurred significant economic damages, including attorneys' fees and costs.

SEVENTH CLAIM FOR RELIEF

(Negligent Misrepresentation)

124. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

125. The Defendant **Collaborators** made false representations concerning the nature and extent of Plaintiff Stanford W. **Grist**'s personal health status and the representations were relied upon to his detriment.
126. The Defendant **Collaborators** made false representations about the status of Dr. **Grist**'s Trust and created false documents, all of which were relied upon by others to their detriment.
127. The Defendant **Collaborators** had a pecuniary interest in making such representations and owed a duty of care to see that they communicated truthful information. The Defendant **Collaborators** breached their duty in all respects by failing to exercise due care. The Plaintiff Stacey **Grist** did not know at the time concerning the circumstances under which the Defendant **Collaborators** maneuvered her and Dr. **Grist** into and as such she was forced to rely on the misrepresentation and act in a manner to her detriment that she would not have done had such statements and representations not have been made.
128. As a direct and proximate result of Defendant **Collaborators**' wrongful acts, Plaintiff Stanford W. **Grist** was caused to sustain substantial financial loss and to undergo substantial and harmful healthcare resulting in significant mental and emotional distress. The Plaintiff Stacey **Grist** suffered economic damages and incurred attorneys' fees and costs as well as suffered mental and emotional distress as a result of Defendant **Collaborators**' wrongful conduct.

VIII. DEMAND FOR JURY TRIAL

129. Plaintiffs hereby demand a jury trial on all causes of action.

IX. PRAYER FOR RELIEF

WHEREFORE and by reason of the above and foregoing, Plaintiffs pray for judgment, jointly and severally, against the Defendant **Collaborators** as follows:

- a. Awarding Plaintiffs actual damages, treble damages and punitive damages and prejudgment interest as a result of the wrongful conduct complained of herein;
- b. Awarding injunctive relief prohibiting Defendant **Collaborators** from continuing to engage in the illegal practices described herein in this and other similar circumstances;
- c. Awarding Plaintiffs their attorneys' fees for having to file this lawsuit to enforce their undeniable rights, as well as costs incurred therein, including expert fees and expenses;
- d. Requiring Defendant **Collaborators** to provide an accounting to Plaintiffs and to disgorge all ill-gotten gains for which they were unjustly enriched; and
- e. Awarding Plaintiffs such other and further relief as the Court may deem just and equitable.

[signature blocks next page]

Respectfully submitted,

HULSEY LAW GROUP

/s/**Paul H. Hulsey**

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July 3, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Fred W. "Trey" Suggs III,

Plaintiff,

v.

Paul Hulse, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, & Desa Ballard,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2024-CP-23-03258

AMENDED SUMMONS

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Amended Complaint on the subscriber at the address shown below, within fifteen (15) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint, judgement by default will be rendered against you for the relief demanded in the Amended Complaint.

NELSON MULLINS RILEY & SCARBOROUGH LLP

s/Samuel W. Outten

Samuel W. Outten

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Attorneys for Plaintiff Trey Suggs

Greenville, South Carolina

July 12, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Fred W. “Trey” Suggs III,

Plaintiff,

v.

Paul Hulsey, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, & Desa Ballard,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2024-CP-23-03258

AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

Fred W. “Trey” Suggs III (“Suggs”) complaining of the Defendants would respectfully show unto the Court that:

INTRODUCTION

1. The Defendants prepared and sent written correspondence to at least eleven (11) individuals and companies, including several of Suggs’ clients (“Defamatory Letter”), falsely accusing Suggs, along with other individuals and companies, of being engaged in various acts which are allegedly violations of Racketeer Influenced and Corrupt Organizations Act.
2. These accusations are without any factual basis.
3. Defendants published these false accusations without providing any factual support for them.

PARTIES

4. Suggs is a resident and citizen of Greenville County, South Carolina.
5. Upon information and belief, Defendant Paul Hulsey (“Hulsey”) operates and maintains a law office in Charleston County, South Carolina.
6. Upon information and belief, Defendant Cherie Durand (“Durand”) operates and maintains a law office in Charleston County, South Carolina.

7. Upon information and belief, Defendant Kimberly Thomason (“Thomason”) is a resident and citizen of Greenville County, South Carolina.

8. Upon information and belief, Defendant Devon Puriefoy (“Puriefoy”) is a resident and citizen of Greenville County, South Carolina.

9. Upon information and belief, Defendant Desa Ballard (“Ballard”) is a resident and citizen of Lexington County, South Carolina, and practices law out of her Lexington County law office. Upon information and belief, Ballard also maintains a residence in Savannah, Georgia.

VENUE & JURISDICTION

10. This Court has jurisdiction to hear this action pursuant to S.C. Code § 14-1-80 and Article V, §11 of the South Carolina Constitution.

11. Venue properly exists in this Court pursuant to S.C. Code § 15-7-30 because multiple defendants reside in Greenville County. The events giving rise to the dispute between the Parties substantially occurred in Greenville County, South Carolina.

FACTUAL BACKGROUND

12. The allegations of paragraphs 1-11 not inconsistent are incorporated by reference.

13. Suggs is a licensed attorney in the State of South Carolina.

14. He has practiced law in Greenville County, South Carolina for over twenty (20) years.

15. Throughout his career, Suggs has enjoyed a reputation as a skilled and ethical lawyer.

16. Suggs is a member of the law firm Cassidy Coates Price, P.A.

17. Suggs’ practice relies in part upon the referral of work from other lawyers and members of his community.

18. Suggs has been an elected leader of several legal associations, served on the boards of charitable organizations, is a deacon in his church, and is a well-respected member of the Greenville community.

19. The publication of the Defamatory Letter by the Defendants was intentional.

20. The Defamatory Letter falsely accuses Suggs of engaging in a “Sham Probate Enterprise” consisting of a “pattern of racketeering activity,” among other things.

21. The Defamatory Letter falsely accuses Suggs of engaging in “multiple, repeated, and continuous” acts of mail fraud, wire fraud, and extortion.

22. The Defamatory Letter stated: “We are aware of the serious nature of the charges and the impact” our false accusations “may have upon business operations.”

23. Not once did any of the Defendants ever contact Suggs to ask questions about any of the issues raised in the Defamatory Letter.

24. These false accusations were made with reckless indifference to the truth.

FOR A FIRST CAUSE OF ACTION
(Libel & Libel *Per Se*)

25. The allegations of paragraphs 1-24 not inconsistent are incorporated by reference.

26. Defendants Hulsey, Durand, Thomason, Puriefoy, and Ballard transmitted the Defamatory Letter to at least eleven (11) individuals and entities on or about May 17, 2024.

27. The Defamatory Letter falsely accuses Suggs (and others) of directly or indirectly conducting a “Sham Probate Enterprise” by “committing fraud in the creation or administration of probated estates, settlements, trust agreements and property transactions while ignoring conflicts of interests. . .” in violation of “18 U.S.C. § 1961(1) and (5) and § 1962(c), to wit: multiple,

repeated, and continuous violations of 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud) and S.C. Code § 16-17-640 (extortion).”

28. The Defamatory Letter falsely accuses Suggs (and others) of participating in a “clear pattern of ongoing racketeering activity by an association-in-fact enterprise, involving various predicate acts executed” by Suggs and others to deprive individuals of their “valuable property and rights” in contravention of the Racketeer Influenced and Corrupt Organizations Act.

29. The Defamatory Letter falsely accuses Suggs (and others) of participating in the crime of wire fraud in violation of 18 U.S.C. §1343.

30. The Defamatory Letter falsely accuses Suggs (and others) of participating in the crime of mail fraud in violation of 18 U.S.C. §1341.

31. The Defamatory Letter falsely accuses Suggs (and others) of the crime of extortion in violation of S.C. Code § 16-17-640 by “compelling our clients through various artifices to engage in conduct and make decisions against their will or in contravention of their best interests.”

32. None of the false accusations in the Defamatory Letter are protected by privilege.

33. Defendants knew the accusations in the Defamatory Letter were false or, at a minimum, were unsure of their truth. Yet, they still intentionally and maliciously published the Defamatory Letter to at least eleven (11) individuals and entities, including several of his clients.

34. Because the Defamatory Letter falsely accuses Suggs of committing criminal acts, damages to his reputation are presumed as a matter of law.

35. Even absent such presumption, however, Suggs may sustain substantial reputational harm as a consequence of Defendants’ publication of the Defamatory Letter in the form of lost goodwill, lost business opportunities, harm to existing client relationships, and diminished standing among the Bar with which he practices and the judiciary before which he appears.

36. Suggs is entitled to recover damages for the harms inflicted to his reputation and such other losses as he has sustained in an amount to be determined by a jury in Greenville County, South Carolina.

37. Suggs is likewise entitled to recover punitive damages due to Defendants' malicious, intentional, and recklessly indifferent defamatory acts.

FOR A SECOND CAUSE OF ACTION
(Civil Conspiracy)

38. The allegations of paragraphs 1-37 not inconsistent are incorporated by reference.

39. Defendants Hulsey, Durand, Thomason, Puriefoy, and Ballard have joined together for the sole purpose of injuring Suggs.

40. To further their objective of injuring Suggs, the Defendants acted in concert with each other to falsely accuse Suggs of committing criminal and unethical acts.

41. Defendants conspired together to draft the Defamatory Letter that contained these false allegations.

42. Defendants conspired together to transmit this Defamatory Letter to eleven (11) known individuals and possibly other unknown individuals.

43. All of these allegations are false, and were made with the specific intent of injuring Suggs, his reputation, and his law practice in South Carolina.

44. Defendants' conduct amounts to an unlawful civil conspiracy that has directly and proximately caused Suggs to suffer damages stemming from the harm to his reputation, diminished standing among the members of the South Carolina Bar with which he practices law and the judiciary before which he appears, lost business opportunities, and lost credibility with the citizens of Greenville County, South Carolina. The amount of such damages shall be determined by a jury in Greenville County, South Carolina.

WHEREFORE, Suggs prays to the Court for the following relief:

- A. An award of actual damages in an amount to be determined by a jury;
- B. An award of punitive damages in an amount to be determined by a jury;
- C. Such other relief as this Court deems just and proper.

Respectfully Submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

s/Samuel W. Outten

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Attorneys for Plaintiff Trey Suggs

Greenville, South Carolina
July 12, 2024

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Clayton L. Jennings,

Plaintiff,

v.

Paul Hulsey, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, Desa Ballard,
Stacey Grist, Margaret Miniard and John &
Jane Does 1-14,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2024-CP-23-03271

AMENDED SUMMONS
(JURY TRIAL DEMANDED)

TO: DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Amended Complaint upon the subscriber herein at his office at 1201 Main Street, Suite 1200, Columbia, SC 29202, within **FIFTEEN (15) DAYS** from the date of service hereof, exclusive of the day of service; and, if you fail to answer the Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

GALLIVAN, WHITE & BOYD, P.A.

By: /s/ John T. Lay
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July 22, 2024

Attorneys for Plaintiff Joseph M. Plaxco

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Clayton L. Jennings,

Plaintiff,

v.

Paul Husley, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, Desa Ballard,
Stacey Grist, Margaret Miniard and John &
Jane Does 1-14,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2024-CP-23-03271

AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

Plaintiff Clayton L. Jennings (“Mr. Jennings”) complains of Defendants Paul Hulse, Cherie Durand, Kimberly Thomason, Devon Puriefoy, Desa Ballard, Stacey Grist, Maragret Miniard, and John & Jane Does 1-14 (collectively, “Defendants”), and alleges as follows:

INTRODUCTION

1. Defendants jointly prepared, signed, transmitted and/or otherwise authorized at least two pieces of written correspondence to many individuals and companies (“Defamatory Correspondence”) falsely accusing Mr. Jennings, along with other well-respected individuals and companies, of somehow being probate “racketeers” and engaging in various criminal acts in violation of the Racketeer Influenced and Corrupt Organizations Act (the “RICO Act”). They also falsely assert that Mr. Jennings has engaged in various acts that constitute perjury, disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, attorneys’ fees and costs, estoppel, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

2. Defendants have been intentionally and willfully targeting Mr. Jennings, authorizing and publishing defamatory correspondence, abusing process, inflicting emotional

distress, interfering with Mr. Jennings' business and prospective business, and causing Mr. Jennings significant injuries and damages.

3. Mr. Jennings brings this action to clear this name. Through it, he seeks to restore his reputation and establish Defendants' liability for continuing their campaign to push a false narrative against him.

4. Mr. Jennings seeks compensatory damages against Defendants. Further, given the willful, intentional, recklessly indifferent and malicious conduct of Defendants, Mr. Jennings seeks an award of punitive damages.

PARTIES

5. Mr. Jennings is a resident and citizen of Greenville County, South Carolina.

6. Defendant Paul Hulsey ("Hulsey") is a resident and citizen of Charleston County, South Carolina.

7. Defendant Cherie Durand ("Durand") is a resident and citizen of Charleston County, South Carolina.

8. Defendant Kimberly Thomason ("Thomason") is a resident and citizen of Greenville County, South Carolina. She is currently a member of the South Carolina Bar.

9. Defendant Devon Puriefoy ("Puriefoy") is a resident and citizen of Greenville County, South Carolina. He is currently a member of the South Carolina Bar.

10. Defendant, Desa Ballard ("Ballard"), is a resident and citizen of Lexington County, South Carolina. She is currently a member of the South Carolina Bar.

11. Defendant Stacy Grist ("Grist") is a resident and citizen of Greenville County, South Carolina.

12. Defendant Margaret Miniard (“Miniard”) is a resident and citizen of Laurens County, South Carolina.

13. Defendants John & Jane Does 1-14 are other individuals, referenced in the Defamatory Correspondence, who Hulsey, Durand, Thomason, Puriefoy, and Ballard claim to represent and on whose behalf the Defamatory Correspondence was likewise sent pursuant to their presumptive authorization of the same. To the extent such clients actually exist, which is presently unknown but will be learned in discovery, the instant Complaint will be amended to join them as parties in this action.

VENUE & JURISDICTION

14. This Court has jurisdiction to hear this action pursuant to S.C. Code § 14-1-80 and Article V, §11 of the South Carolina Constitution.

15. Venue properly exists in this Court pursuant to S.C. Code § 15-7-30 because multiple defendants reside in Greenville County. The events giving rise to the dispute between the Parties substantially occurred in Greenville County, South Carolina. Further, the reputational harms and damages incurred by Mr. Jennings, as described herein, were predominately sustained by him in Greenville County, South Carolina.

FACTUAL BACKGROUND

16. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

17. Mr. Jennings is a licensed attorney in the State of South Carolina. He has practiced law in Greenville County for nearly twenty-four years, and previously served as an associate probate judge in Greenville County from June 2018 through December 2022.

18. Throughout his career, Mr. Jennings has enjoyed a reputation as a skilled and ethical lawyer.

19. Mr. Jennings' law practice relies in part upon the referral of work from other lawyers and members of his community. Accordingly, Mr. Jennings' livelihood depends significantly upon his reputation in the community.

20. Defendants have relentlessly targeted Mr. Jennings. They have wrongfully used the legal process and threats of the legal process for their own benefit. This conduct has been continuing and is ongoing.

21. Defendants have continuously abused process for ulterior purposes, including their own pecuniary gain.

22. Non-exclusive examples of such abuse are found in the records of other Greenville County actions, including one styled *Stacey Grist, et al. v. Priscilla Mickie Grist, et al.*, Civil Action No. 2022-C-23-04055 (the "*Grist Action*"). There, Defendants Thomason and Puriefoy assert claims against several defendants, including Jennifer Browning and her business, Browning Geriatric Consulting, LLC ("*Browning Geriatric*").

23. Jennifer Browning has been licensed by the State of South Carolina as a clinical independent social worker for over 25 years. Among other services, Browning Geriatric provides guardians and guardians ad litem in probate cases. Presently, there are only three individuals who serve as professional guardians for probate courts in the Upstate. Ms. Browning is one of those three.

24. Upon information and belief, Defendants used depositions in the *Grist Action* in an attempt to build a record for use in frivolous RICO lawsuits, by making false representations to

witnesses regarding Mr. Jennings' conduct as an associate probate judge and as a private practitioner.

25. Upon information and belief, Defendants are also aggressively gathering information in contested probate matters in which Mr. Jennings was previously involved (or is currently involved), with the goal of finding more probate matters involving an independent third-party neutral, so that they may solicit vulnerable persons as prospective clients for such cases, and for the Defendants' financial benefit

26. For example, Defendants Thomason and/or Puriefoy caused a Freedom of Information Act ("FOIA") request to be issued to the Greenville County Probate Court seeking all of the Probate Court's files wherein Jennifer Browning had ever been appointed as a Guardian, Conservator, and/or Guardian ad Litem. A copy of the Probate Court's letter in response to this FOIA request is attached and incorporated as **Exhibit 1**.

27. Upon information and belief, the purpose of this FOIA request was to obtain case files for the Defendants to pick over and unlawfully solicit vulnerable persons as prospective clients for frivolous RICO lawsuits.

28. Such conduct is one of many instances of Defendants' use of process for ulterior purposes, including, but not limited to, attempting to create evidence for their frivolous RICO action(s) and improperly solicit vulnerable persons as prospective clients for such cases, and for the Defendants' financial benefit.

29. On or about May 20, 2024, Mr. Jennings received the Defamatory Correspondence, which was co-authored, signed, authorized and published by Hulsey, Durand, Thomason, Puriefoy, and Ballard to over thirty individuals and entities throughout the Upstate of South Carolina.

30. According to the Defamatory Correspondence, Hulsey, Durand, Thomason, Puriefoy, and Ballard published the Defamatory Correspondence on behalf of their clients, Stacey Grist and Margaret Miniard, as well as John and Jane Does 1-14.

31. Upon information and belief, Hulsey, Durand, Thomason, Puriefoy, and Ballard published the Defamatory Correspondence at the direction and with the authorization of and in furtherance of the purported interests of their principals and clients, Stacey Grist and Margaret Miniard, as well as John and Jane Does 1-14.

32. The publication of the Defamatory Correspondence by the Defendants was intentional.

33. The Defamatory Correspondence falsely accuses Mr. Jennings of engaging in a "Sham Probate Enterprise" consisting of a "pattern of racketeering activity," in violation of state and federal law, among other things.

34. The Defamatory Correspondence falsely accuses Mr. Jennings of engaging in "multiple, repeated, and continuous" acts of mail fraud, wire fraud, and extortion.

35. The Defamatory Correspondence states that in addition to RICO, the Defendants lawsuits against Mr. Jennings "will include, but are not limited to disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, attorneys' fees and costs, estoppel, conversion, unjust enrichment, unclean hands, and fraudulent inducement." The Defamatory Correspondence also states that the Defendants "will see to have a full accounting and a constructive trust imposed on any and all property or assets Defendants have wrongfully obtained or disposed of."

36. The Defamatory Correspondence also state that "RICO is particularly appropriate in this instance given the totality of the economic harm the Sham Probate Enterprise wreaked across the State" and they will seek "[t]reble damages along with attorneys' fees and costs" which

"will be astronomical and will serve as an exquisite example to those who might contemplate like conduct in the future."

37. The Defendants outrageous and false accusations undermine the administration of justice and tarnish the integrity of the legal process for all South Carolina citizens.

38. At the time of the publication of the Defamatory Correspondence (and likely long before), the Defendants knew and understood the reputational harm that would result from the accusations set forth in the Defamatory Correspondence and nonetheless proceeded with publication of the same.

39. For instance, the Defamatory Correspondence stated: "We are aware of the serious nature of the charges and the impact" these false accusations "may have upon business operations."

40. Due to Defendants' relentless attacks, as demonstrated throughout this Complaint, Mr. Jennings has turned down appointment(s) to act as receiver, appointment(s) to act as personal representative, and numerous cases from prospective clients who wished to engage Mr. Jennings to bring probate actions.

41. Mr. Jennings has spent an exorbitant amount of time and effort in responding to the continuing and relentless attacks and false accusations made by Defendants.

42. Not once did any of the Defendants ever ask Mr. Jennings questions or express concerns about any probate matter, much less any "Sham Probate Enterprise" or any issues raised in the Defamatory Correspondence.

43. These false accusations were made, at minimum, with reckless indifference to the truth. Upon information and belief, they were made deliberately and maliciously, with specific intent to injure the reputation and livelihood of Mr. Jennings.

44. Defendants published, or caused to be published, the false accusations without providing any factual support for them.

45. Upon information and belief, separate and apart from the recipients known to date, the Defendants published, or caused to be published, the Defamatory Correspondence and/or the defamatory contents thereof to the press and/or others presently unknown. Upon information and belief, the press and/or others presently unknown then published the Defamatory Correspondence and/or the defamatory contents thereof on the internet.

FIRST CAUSE OF ACTION
(Libel & Libel *Per Se*)

46. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

47. Defendants transmitted the Defamatory Correspondence to over thirty (30) individuals and entities on or about May 17, 2024.

48. The Defamatory Correspondence falsely accuses Mr. Jennings (and others) of directly or indirectly conducting a “Sham Probate Enterprise” by “committing fraud in the creation or administration of probated estates, settlements, trust agreements and property transactions while ignoring conflicts of interests. . .” in violation of “18 U.S.C. § 1961(1) and (5) and § 1962(c), to wit: multiple, repeated, and continuous violations of 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1343 (wire fraud) and S.C. Code § 16-17-640 (extortion).”

49. The Defamatory Correspondence falsely accuses Mr. Jennings (and others) of participating in a “clear pattern of ongoing racketeering activity by an association-in-fact enterprise, involving various predicate acts executed” by Mr. Jennings and others to deprive individuals of their “valuable property and rights” in contravention of the RICO Act.

50. The Defamatory Correspondence falsely accuses Mr. Jennings (and others) of participating in the crime of wire fraud in violation of 18 U.S.C. §1343.

51. The Defamatory Correspondence falsely accuses Mr. Jennings (and others) of participating in the crime of mail fraud in violation of 18 U.S.C. §1341.

52. The Defamatory Correspondence falsely accuses Mr. Jennings (and others) of the crime of extortion in violation of S.C. Code § 16-17-640 by “compelling our clients through various artifices to engage in conduct and make decisions against their will or in contravention of their best interests.”

53. The Defamatory Correspondence falsely accuses Mr. Jennings of a pattern of “racketeering” activity that involved “many lies, deceit and deception” “in order to extort and defraud phenomenal amounts of money, real estate and other forms of valuable assets . . .”

54. The Defamatory Correspondence falsely accuses Mr. Jennings of engaging in disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

55. The Defamatory Correspondence falsely accuses Mr. Jennings of participating in a “clear pattern of ongoing racketeering activity by an association-in-fact enterprise, involving various predicate acts executed” by Mr. Jennings and others to deprive individuals of their “valuable property and rights” in contravention of RICO.

56. None of the false accusations in the Defamatory Correspondence are protected by privilege.

57. Defendants knew the accusations in the Defamatory Correspondence were false or, at a minimum, were unsure of their truth. Yet, they still intentionally and maliciously published the Defamatory Correspondence to over thirty (30) individuals and entities.

58. Upon information and belief, separate and apart from the recipients known to date, the Defendants published, or caused to be published, the Defamatory Correspondence and/or the defamatory contents thereof to the press and/or others presently unknown. Upon information and belief, the press and/or others presently unknown then published the Defamatory Correspondence and/or the defamatory contents thereof on the internet.

59. Defendants authored, disseminated, and/or published the false accusations in the Defamatory Correspondence with actual, implied, and/or common law malice toward Mr. Jennings.

60. The defamatory meaning of the statements in the Defamatory Correspondence is apparent from the language itself, and there can be no innocent construction of the statements and accusations set forth therein. Such statements impeach the honesty, integrity, virtue, and reputation of Mr. Jennings.

61. The false, defamatory statements include those that are actionable *per se*. They include written or printed words which tend to degrade Mr. Jennings, reduce his character or reputation in the estimations of friends, acquaintances, or the public, and/or to disgrace him, and/or to render him odious, contemptible, and/or ridiculous.

62. Because the Defamatory Correspondence falsely accuses Mr. Jennings of committing criminal acts, damages to his reputation are presumed as a matter of law.

63. Even absent such presumption, however, Mr. Jennings may sustain substantial reputational harms as a consequence of Defendants' publication of the Defamatory Letter in the form of lost good will, lost business opportunities, harm to existing client relationships, and diminished standing among the Bar with which he practices and the judiciary before which he appears.

64. Mr. Jennings is entitled to recover legal damages for the damage inflicted to his reputation and such other losses as he has sustained in an amount to be determined by a jury in Greenville County, South Carolina.

65. Mr. Jennings is likewise entitled to recover punitive damages due to Defendants' malicious, intentional, and recklessly indifferent defamatory acts.

SECOND CAUSE OF ACTION
(Abuse of Process)

66. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

67. Defendants, for ulterior purposes, have willfully used processes that are not proper in the conduct of one or more proceedings.

68. The processes include, but are not limited to, legal proceedings, deposition subpoena(s), deposition(s) and deposition questioning. None of the processes were proper in the conduct of the proceedings.

69. Just as one example, on or around June 20, 2024, Defendant Thomason and/or Defendant Puriefoy caused yet another FOIA request to be issued seeking the production of a voluminous amount of documents from the Greenville County Probate Court. Upon information and belief, the purpose of this FOIA request was to obtain probate court case files for the Defendants to pick over and unlawfully solicit clients for additional frivolous RICO lawsuits.

70. This conduct is a direct violation of South Carolina Code Ann. § 30-2-50(A), which states: "A person or private entity shall not knowingly obtain or use personal information obtained from a state agency, a local government, or other political subdivision of the State **for commercial solicitation** directed to any person in this State." (Emphasis added).

71. South Carolina Code Ann. § 30-2-50(D) specifies the criminal penalty associated with such a violation. It states: “A person knowingly violating the provisions of subsection (A) is guilty of a misdemeanor and, upon conviction, must be fined an amount not to exceed five hundred dollars or imprisoned for a term not to exceed one year, or both.”

72. Moreover, upon information and belief, Defendants have inserted (and are attempting to insert) themselves into other actions for conniving and ulterior purposes, all as a part of their scheme to prey on Mr. Jennings and their other targets, and being done to concoct fabricated facts to continue constructing additional frivolous RICO proceedings grounded on utterly false allegations and pure misstatements of fact.

73. The processes are unauthorized and/or aimed at an illegitimate collateral objective, including, but not limited to, intimidation, harassment, inflicting harm, attempting to create evidence to support frivolous RICO cases and to improperly solicit vulnerable persons as prospective clients for such cases, and for the Defendants’ financial benefit.

74. Defendants have continued to target Mr. Jennings directly and indirectly through attorneys and other parties, and now, in the Defamatory Correspondence, they have threatened to bring unsupported lawsuits against Mr. Jennings concerning RICO claims, disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, attorneys’ fees and costs, estoppel, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

75. As a direct and proximate result, Mr. Jennings has incurred significant damages. These include, but are not limited to general, actual, nominal, special damages, and punitive damages.

THIRD CAUSE OF ACTION
(Intentional Infliction of Emotional Distress/Outrage)

76. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

77. Defendants intentionally and/or recklessly inflicted severe emotional distress on Mr. Jennings or were certain or substantially certain that such distress would result from their conduct.

78. This includes, but is not limited to, falsely accusing Mr. Jennings of committing the crimes of perjury, wire fraud, mail fraud, and extortion; falsely claiming that he is liable for disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, attorneys' fees and costs, estoppel, conversion, unjust enrichment, unclean hands, and fraudulent inducement; authoring, authorizing, and publishing these false statements to others, upon information and belief, reviewing the probate files for matters in which Mr. Jennings was or currently is involved, and contacting those involved with such matters in an effort to create and solicit clients and additional litigation against Mr. Jennings, and in fact, bringing that additional litigation; and the continuous and relentless targeting of Mr. Jennings.

79. The Defendants' conduct is so extreme and outrageous as it exceeds all possible bounds of decency and must be regarded as atrocious and utterly intolerable in a civilized community.

80. The Defendants' actions directly and proximately caused Mr. Jennings' emotional distress and/or mental anguish that was so severe that no reasonable person could be expected to endure it.

81. The Defendants' conduct was willful, wanton, and/or in reckless disregard of Mr. Jennings' rights, and Mr. Jennings is entitled to punitive damages.

FOURTH CAUSE OF ACTION
(Intentional Interference with Prospective Contracts/Business Relations)

82. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

83. Defendants have intentionally interfered with the prospective business of Mr. Jennings.

84. Defendants did so for improper purposes and/or improper methods, including, but not limited to, soliciting clients, authoring, authorizing, and publishing Defamatory Letters, abusing process harassment, targeting Mr. Jennings, inflicting severe emotional distress, accusing the Mr. Jennings and other attorneys with crimes, and threatening Mr. Jennings and others with future litigation.

85. Due to Defendants' relentless attacks, as demonstrated throughout this Complaint, Plaintiff has turned down appointment(s) to act as receiver, appointment(s) to act as personal representative, and numerous cases from prospective clients who wished to engage Mr. Jennings to bring probate actions. Mr. Jennings has been deprived of income as a result.

86. As a direct and proximate result of the Defendants' acts, Mr. Jennings has incurred significant damages, which include, but are not limited to, general, actual, nominal, and special damages.

87. Defendants' conduct was willful, wanton, and/or in reckless disregard of Mr. Jennings' rights and Mr. Jennings is entitled to punitive damages.

FIFTH CAUSE OF ACTION
(Civil Conspiracy)

88. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

89. Defendants Hulsey, Durand, Thomason, Puriefoy, and Ballard have joined together for the sole purpose of injuring Mr. Jennings.

90. To further their objective of injuring Mr. Jennings, Defendants acted in concert with each other to falsely accuse Mr. Jennings of committing criminal and unethical acts.

91. Defendants conspired together to draft the Defamatory Correspondence that contained these false allegations.

92. Defendants conspired together to transmit the Defamatory Correspondence to at least thirty (30) other individuals and/or entities, and upon information and belief, other unknown individuals and/or entities.

93. All of these allegations are false and were made with the specific intent of injuring Mr. Jennings, his reputation, and his law practice in South Carolina.

94. Defendants' conduct amounts to an unlawful civil conspiracy that has directly and proximately caused Mr. Jennings to suffer damages stemming from the harm to his reputation, diminished standing among the members of the South Carolina Bar with which he practices law and the judiciary before which he appears, lost business opportunities, and lost credibility with the citizens of Greenville County, South Carolina. The amount of such damages shall be determined by a jury in Greenville County, South Carolina.

SIXTH CAUSE OF ACTION
(Declaratory Judgment)

95. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

96. Upon information and belief, Defendants and/or others acting on their behalf have been reviewing the probate files in which Mr. Jennings previously appeared or is currently involved, with the goal of finding more probate matters involving an independent third-party

neutral, so that they may solicit vulnerable persons as prospective clients for RICO cases, and for the Defendants' financial benefit.

97. Upon information and belief, Defendants have been contacting individuals from such files in an effort to create and solicit additional litigation against Mr. Jennings.

98. Defendants' actions have caused significant injury and damage to Mr. Jennings.

99. Mr. Jennings seeks a declaratory judgment preventing Defendants, or anyone acting on their behalf, from engaging in such conduct.

WHEREFORE, Plaintiff Clayton L. Jennings respectfully prays to the Court for the following relief:

- A. Judgment against the Defendants as to the First Cause of Action in an amount to be determined by a jury;
- B. Judgment against the Defendants as to the Second Cause of Action in an amount to be determined by a jury;
- C. Judgment against the Defendants as to the Third Cause of Action in an amount to be determined by a jury;
- D. Judgment against the Defendants as to the Fourth Cause of Action in an amount to be determined by a jury;
- E. Judgment against the Defendants as to the Fifth Cause of Action in an amount to be determined by a jury;
- F. Declaratory judgment, as to the Sixth Cause of Action, preventing Defendants, or anyone acting on their behalf, from engaging in such conduct.
- G. Damages to compensate Mr. Jennings in connection with all causes of action alleged herein, including, but not limited to, attorneys' fees, costs and expenses;

- H. For punitive damages; and
- I. For such other and further relief as the Court may deem just and proper.

GALLIVAN, WHITE & BOYD, P.A.

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Attorneys for Plaintiff Clayton L. Jennings

July 22, 2024

EXHIBIT 1



Office of the Probate Court

Chadwicke L. Groover
Probate Judge for Greenville County
Greenville, South Carolina

2023-CP-23- 04899

www.greenvillecounty.org/probate

January 26, 2023

Via U.S. Mail and Email

John-Paul Baum
Truluck Thomason, LLC
3 Boyce Avenue
Greenville, SC 29601
johnpaul@truluckthomason.com

Re: FOIA Request

Dear Attorney Baum:

Thank you for speaking with me yesterday regarding your January 10, 2023 FOIA Request relating to Probate case files in which Jennifer Browning has been appointed as a Guardian, Conservator, and/or Guardian *ad Litem*.

I appreciate your understanding the significant strain your request would put on the Probate Court staff at a time when we are short staffed and are preparing for a move to the new County Office buildings. As we discussed, I am happy to provide you with a list of all case files that would be responsive to your request. The list is enclosed herewith. The case files number in the range of The majority of these files should be easily accessed on the Attorney Case Management System (ACMS). For any cases you cannot access on ACMS, please let my office know, and we will be happy to pull those particular files and make the copies you have requested.

If you have any questions or issues please do not hesitate to contact me by email at cgroover@greenvillecounty.org or by telephone at (864) 467-7170. You can also contact Deputy Judge Sandra Street at sstreet@greenvillecounty.org or (864) 467-7363, as she is aware of this request and is able to assist.

With kindest regards, I remain

Very truly yours,

Chadwicke L. Groover
Greenville County Probate Court Judge

Encl.

Estate Division • 301 University Ridge, Suite 1200, • Greenville, SC 29601 • (864) 467-7170
Protective Proceedings Division • 301 University Ridge, Suite 5600, • Greenville, SC 29601 • (864) 467-7404
Mental Health Division • 301 University Ridge, Suite 5600, • Greenville, SC 29601 • (864) 467-7085
Marriage License Division • 301 University Ridge, Suite 5600, • Greenville, SC 29601 • (864) 467-7171

ELECTRONICALLY FILED - 2024 JUL 22 8:33 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303271
2023 SEP 25 AM 11:26
Brianna Street, Clerk of Court

Associate Judge of Probate
Picketts County, S.C.
SEP 20 2023

BROWNING, JENNIFER	G	2001GC2300117	Disposed		PB200705101
7/27/2001	Greenville County	8/5/2003	1	XX	DP 739
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2003GC2300047	Guardianship		PB200710251
3/21/2003	Greenville County	3/23/2009	1	XX	80 2194
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2003GC2300070	Disposed		PB200710274
4/30/2003	Greenville County	3/31/2006	1	XX	DP 1066
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2004GC2300044	Guardianship		PB200712788
3/5/2004	Greenville County	6/8/2010	1	XX	80 2286
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2004GC2300073	Guardianship		PB200712818
5/10/2004	Greenville County	4/11/2008	1	XX	80 1432
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2004GC2300096	Guardianship		PB200712840
6/2/2004	Greenville County	8/20/2010	1	AB	80 2270
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2004GC2300099	Disposed		PB200712844
6/8/2004	Greenville County	5/25/2006	1	XX	DP 716
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2004GC2300135	Nursing Home	Robison Elizabeth Lauer	
PB200712880	7/27/2004	Greenville County	4/25/2017	1	ELR
NH 4655	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	DE	2005GC2300133	Case Dismissed		PB200715437
9/8/2005	Greenville County	5/28/2008	1	XX	04 993
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2005GC2300149	Disposed		PB200715453
9/30/2005	Greenville County	3/22/2006	1	XX	DP 173
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	G	2005GC2300151	Nursing Home	Phillips Sharron	
PB200715455	10/7/2005	Greenville County	1/13/2014	1	SP
NH 3020	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	G	2006GC2300042	Case Dismissed		PB200717804
4/4/2006	Greenville County	6/16/2008		XX	04 804
UnSealed	0/0/0000	%ms - -			

#1
8/3

BROWNING, JENNIFER	SUG	2007GC2300043	Private Home	Robison Elizabeth Lauer	
PB200720168	3/2/2007	Greenville County	4/28/2015	1	ELR
PH 2979	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2007GC2300079	Case Dismissed	PB200720203	
5/8/2007	Greenville County	12/22/2008	1	XX	04 594
UnSealed	0/0/0000	%ms - -			
BROWNING, JENNIFER	DE	2007GC2300105	Guardianship	Phillips Sharron	
PB200720230	6/26/2007	Greenville County	8/9/2012	1	SP
80 1871	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2007GC2300139	Guardianship	Phillips Sharron	
PB200720263	8/17/2007	Greenville County	2/23/2012	1	SP
80 1651	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	TG	2007GC2300166	Temporary Guardian		
PB200720291	10/9/2007	Greenville County	5/4/2009	1	XX
82 573	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2007GC2300201	Guardianship		
GPB2007000182	12/20/2007	Greenville County	1/14/2010		1
XX 80 756	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2008GC2300007	Guardianship	Adams Jackie K	
GPB2008000191	1/22/2008	0/0/0000		JKA	80
5484	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	DE	2008GC2300013	Case Dismissed	Adams Jackie K	
GPB2008000291	1/31/2008	Greenville County	3/15/2018		1
JKA 04 3693	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2008GC2300051	Case Dismissed		
GPB2008000866	3/11/2008	Greenville County	4/6/2009		1
XX 04 391	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	TG	2008GC2300089	Guardianship	Judicial Assistant .	
GPB2016000147	5/14/2008	Greenville County	4/14/2011		1
JA 80 1065	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	G	2008GC2300089	Guardianship	Judicial Assistant .	
GPB2016000147	5/14/2008	Greenville County	4/14/2011		1
JA 80 1065	UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER	VIS	2008GC2300091	Guardianship		
GPB2008001238	5/16/2008	Greenville County	10/27/2009		1
XX 80 529	UnSealed	0/0/0000	%ms - -		

#2
2023

BROWNING, JENNIFER DE	2008GC2300093	Guardianship	Phillips Sharron	
GPB2008001265	5/20/2008	Greenville County	12/5/2012	1
SP 80 1660	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	2008GC2300095	Nursing Home	Phillips Sharron	
GPB2008001266	5/20/2008	Greenville County	3/28/2012	1
SP NH 1408	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2008GC2300101	Guardianship		
GPB2008001300	5/23/2008	Greenville County	5/29/2009	1
XX 80 371	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER DE	2008GC2300134	Guardianship	Phillips Sharron	
GPB2008001882	8/14/2008	Greenville County	7/30/2012	1
SP 80 1446	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2008GC2300137	Case Dismissed		
GPB2008001884	8/15/2008	Greenville County	3/31/2009	1
XX 04 228	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER TG	2008GC2300165	Assisted Living	Phillips Sharron	
GPB2008002127	9/25/2008	Greenville County	3/29/2012	1
SP AL 1281	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	2008GC2300165	Assisted Living	Phillips Sharron	
GPB2008002127	9/25/2008	Greenville County	3/29/2012	1
SP AL 1281	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2008GC2300175	Guardianship		
GPB2008002230	10/13/2008	Greenville County	11/11/2008	1
XX 80 29	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2008GC2300187	Case Dismissed		
GPB2008002387	11/4/2008	Greenville County	3/5/2009	1
XX 04 121	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER TG	2009GC2300034	Nursing Home	Phillips Sharron	
GPB2009000665	3/19/2009	Greenville County	8/7/2012	1
SP NH 1237	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER DE	2009GC2300053	Guardianship	Phillips Sharron	
GPB2009000827	4/7/2009	Greenville County	1/8/2013	1
SP 80 1372	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER DE	2009GC2300061	Guardianship		
GPB2009000838	4/8/2009	Greenville County	4/26/2010	1
XX 80 383	UnSealed	0/0/0000	%ms - -	

#3
8/22

BROWNING, JENNIFER VIS	2009GC2300077	Case Dismissed	
GPB2009001078	5/12/2009	Greenville County	4/12/2010
XX 04 335	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER VIS	2009GC2300145	Guardianship Phillips Sharron	
GPB2009001928	9/2/2009	Greenville County	11/15/2011
SP 80 804	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER DE	2009GC2300179	Case Dismissed	
GPB2009002503	11/13/2009	Greenville County	11/1/2010
GC 04 353	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER VIS	2010GC2300055	Assisted Living Robison Elizabeth Lauer	
GPB2010001054	3/26/2010	Greenville County	8/21/2014
ELR AL 1609	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER TG	2010GC2300073	Guardianship	
GPB2010001443	5/10/2010	Greenville County	8/1/2011
AB 80 448	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER G	2010GC2300073	Guardianship	
GPB2010001443	5/10/2010	Greenville County	8/1/2011
AB 80 448	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER SUG	2010GC2300074	Case Dismissed Adams Jackie K	
GPB2010001467	5/17/2010	Greenville County	2/2/2021
JKA 04 3914	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER G	2010GC2300101	Guardianship Phillips Sharron	
GPB2010001781	7/2/2010	Greenville County	1/11/2013
SP 80 924	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER TG	2010GC2300189	Assisted Living Adams Jackie K	
GPB2010003535	12/15/2010	0/0/0000	JKA AL
4426 UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2011GC2300108	Professional Guard Robison	
Elizabeth Lauer GPB2011035256	7/12/2011	Greenville County	3/3/2015
1 ELR PG 1330	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2011GC2300112	Case Dismissed Robison Elizabeth Lauer	
GPB2011036746	7/18/2011	Greenville County	8/21/2017
ELR 04 2226	UnSealed	0/0/0000	%ms - - 1
BROWNING, JENNIFER VIS	2011GC2300176	Private Home Phillips Sharron	
GPB2011051119	10/20/2011	Greenville County	9/11/2012
SP PH 327	UnSealed	0/0/0000	%ms - - 1

#4
2/23

BROWNING, JENNIFER G	GPB2011052932	SP 80 540	2011GC2300196	Guardianship	Phillips Sharron	1
BROWNING, JENNIFER PET	PB200720168	BW BD 896	12/1/2011	Greenville County	5/24/2013	
Bridgette			UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER SUG	GPB2013000451	JKA 04 2953	2012GC2300209	Bonded Fiduciary	Watson	1
BROWNING, JENNIFER TG	GPB2013001254	SD 19 560	11/9/2012	Greenville County	4/24/2015	
BROWNING, JENNIFER TG	GPB2013001459	ELR 80 962	UnSealed	0/0/0000	%ms - -	
Browning, Jennifer	GPB2013001459	ELR 80 962	2/15/2013	Greenville County	3/18/2021	1
BROWNING, JENNIFER G	GPB2012000092	ELR 80 642	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER TG	GPB2014001237	3161 UnSealed	5/9/2013	Greenville County	11/20/2014	Dykes Sheri 1
BROWNING, JENNIFER TG	GPB2014001237	JKA 04 2271	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	GPB2014001732	SD 04 114	5/28/2013	Greenville County	1/15/2016	Robison Elizabeth Lauer 1
BROWNING, JENNIFER VIS	GPB2015000643	2884 UnSealed	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	GPB2015001417	2808 UnSealed	2013GC2300087	Guardianship	Robison Elizabeth Lauer	1
			5/28/2013	Greenville County	1/15/2016	
			UnSealed	0/0/0000	%ms - -	
			2013GC2300087	Guardianship	Robison Elizabeth Lauer	1
			5/30/2013	Greenville County	3/3/2015	
			UnSealed	0/0/0000	%ms - -	
			2014GC2300093	Assisted Living	Adams Jackie K	
			6/2/2014	Greenville County	8/20/2020	1
			UnSealed	0/0/0000	%ms - -	
			2014GC2300095	Case Dismissed	Adams Jackie K	1
			6/2/2014	Greenville County	11/26/2014	
			UnSealed	0/0/0000	%ms - -	
			2014GC2300133	Case Dismissed	Dykes Sheri	1
			8/4/2014	Greenville County		
			UnSealed	0/0/0000	%ms - -	
			2015GC2300036	Guardianship	Adams Jackie K	
			3/6/2015	Greenville County		
			UnSealed	0/0/0000	%ms - -	
			2015GC2300084	Professional Guard	Adams Jackie K	
			5/21/2015	Greenville County		
			UnSealed	0/0/0000	%ms - -	

#5
JPP

BROWNING, JENNIFER VIS	2015GC2300097	Private Home	Robison Elizabeth Lauer	
GPB2015001554	6/4/2015	Greenville County	11/30/2015	1
ELR PH 179	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2015GC2300126	Case Dismissed	Adams Jackie K	
GPB2015001995	7/30/2015	Greenville County	4/5/2018	1
JKA 04 980	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2015GC2300128	Case Dismissed	Dykes Sheri	
GPB2015001995	7/29/2015	Greenville County	12/16/2015	1
SD 04 140	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2016GC2300022	Private Home	Adams Jackie K	
GPB2016000674	3/2/2016	0/0/0000	JKA PH	
2522 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER VIS	2016GC2300023	Private Home	Adams Jackie K	
GPB2016000674	3/2/2016	0/0/0000	JKA PH	
2522 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER VIS	2016GC2300024	Private Home	Adams Jackie K	
GPB2016000674	3/2/2016	0/0/0000	JKA PH	
2522 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER VIS	2016GC2300058	Case Dismissed	Adams Jackie K	
GPB2016001069	4/5/2016	Greenville County	11/18/2021	1
JKA 04 2053	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	2016GC2300081	Case Dismissed	Adams Jackie K	
GPB2016001420	5/19/2016	Greenville County	1/2/2020	1
JKA 04 1323	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER VIS	2016GC2300109	Private Home	Adams Jackie K	
GPB2016001746	6/17/2016	0/0/0000	JKA PH	
2415 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER TG	2016GC2300125	Case Dismissed	Dykes Sheri	
GPB2016001994	7/22/2016	Greenville County	11/21/2017	1
SD 04 487	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER TG	2016GC2300126	Case Dismissed	Dykes Sheri	
GPB2016001994	7/22/2016	Greenville County	11/21/2017	1
SD 04 487	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER PET	2016GC2300147	Case Dismissed	Dykes Sheri	
GPB2016001994	9/2/2016	Greenville County	11/22/2017	1
SD 04 446	UnSealed	0/0/0000	%ms - -	

#6
JKB

BROWNING, JENNIFER PET	2016GC2300148	Case Dismissed Dykes Sheri	
GPB2016001994	9/2/2016	Greenville County	11/22/2017 1
SD 04 446	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2016GC2300157	Assisted Living Adams Jackie K	
GPB2016002587	9/22/2016	0/0/0000	JKA AL
2318 UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER SUG	2017GC2300039	Case Dismissed Adams Jackie K	
GPB2017000645	3/6/2017	Greenville County	8/31/2018 1
JKA 04 547	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2017GC2300064	Disposed Dykes Sheri	
GPB2017001113	4/3/2017	Greenville County	8/22/2017 1
SD DP 141	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER VIS	2017GC2300086	Case Dismissed Adams Jackie K	
GPB2017001308	4/28/2017	Greenville County	12/4/2017 1
JKA 04 220	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER PET	2017GC2300163	Case Dismissed Dykes Sheri	
GPB2016002587	8/15/2017	Greenville County	11/3/2017 1
SD 04 80	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2017GC2300168	Case Dismissed Adams Jackie K	
GPB2017002289	8/17/2017	Greenville County	8/8/2019 1
JKA 04 721	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER VIS	2017GC2300181	Guardianship Adams Jackie K	
GPB2017002507	9/5/2017	0/0/0000	JKA 80
1970 UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	2018GC2300066	Case Dismissed Adams Jackie K	
GPB2018001248	5/3/2018	Greenville County	8/12/2020 1
JKA 04 832	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2018GC2300078	Guardianship Adams Jackie K	
GPB2018001382	5/22/2018	0/0/0000	JKA 80
1711 UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER G	2018GC2300083	Case Dismissed Adams Jackie K	
GPB2018001452	5/30/2018	Greenville County	12/12/2019 1
JKA 04 561	UnSealed	0/0/0000	%ms - -
BROWNING, JENNIFER G	2019GC2300075	Case Dismissed Adams Jackie K	
GPB2019000680	7/17/2019	Greenville County	12/27/2021 1
JKA 04 894	UnSealed	0/0/0000	%ms - -

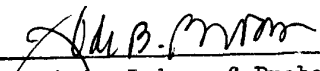
#7
0823

BROWNING, JENNIFER RES	2019GC2300140	Conservatorship	Heltlsey	
Johanna GPB2019000680	11/15/2019	Greenville County	5/5/2022	
1 JH 70 902 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER PET	2020ES2300670	Estates- I	Brandon Terri	
GPB2016002587	3/18/2020	0/0/0000	TB	11
1045 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER CRE	2020ES2300670	Estates- I	Brandon Terri	
GPB2016002587	3/18/2020	0/0/0000	TB	11
1045 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER G	2021GC2300150	Guardianship	Adams Jackie K	
GPB2021002525	8/23/2021	0/0/0000	JKA	80
522 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER PR	2021ES2303197	Bonded Fiduciary	Watford Kimberly L	
GPB2021001140	11/17/2021	0/0/0000	KW	BD
436 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER RES	2022GC2300147	Trust	Dykes Sheri	
GPB2020001591	8/1/2022	0/0/0000	SD	40
179 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LG	2003GC2300136	Disposed	PB200710342	
7/18/2003 Greenville County	11/3/2005	1 XX	DP	839
UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LG	2013GC2300175	Case Dismissed	Adams Jackie K	
GPB2013001244	12/13/2013	Greenville County	12/21/2020	1
JKA 04 2565 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LG	2014GC2300054	Case Dismissed	Adams Jackie K	
GPB2014000827	4/11/2014	Greenville County	8/16/2017	1
JKA 04 1223 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LG	2021GC2300056	Case Dismissed	Adams Jackie K	
GPB2021001140	3/29/2021	Greenville County	1/12/2022	1
JKA 04 289 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LRES	2022GC2300014	Conservatorship	Stevenson	
Crystal Anne GPB2021002525	1/27/2022	0/0/0000	CAS	
70 365 UnSealed	0/0/0000	%ms - -		
BROWNING, JENNIFER LEWIS RES	2018GC2300084	Case Dismissed	Dykes Sheri	
GPB2013001244	6/7/2018	Greenville County	3/26/2019	1
SD 04 292 UnSealed	0/0/0000	%ms - -		

H8
JBB

BROWNING, JENNIFER LEWIS	G	2018GC2300160	Case Dismissed Adams Jackie K
GPB2018002603	10/18/2018	Greenville County	12/13/2021 1
JKA 04 1152	UnSealed	0/0/0000 %ms	- -
BROWNING GERIATRIC, JENNIFER BROWNING	CRE	2014ES2302412	Estates- I Martin
Kelley Christie	GPB2012000092	12/1/2014	Greenville County 2/24/2017
1	CMK 11 816	UnSealed	0/0/0000 %ms - -

#9 A TRUE COPY


Associate Judge of Probate
Pickens County, S.C.
SEP 20 2023