

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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SC 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 II**

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Joseph M. Plaxco,

Plaintiff,

v.

Paul Hulsey, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, Desa Ballard,
Mayra Michalski, Luis Michalski, and John
& Jane Does 1-14,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2024-CP-23-03329

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 55 Beattie Place, Suite 1200, Greenville, SC 29601, 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.

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July 22, 2024

Attorneys for Plaintiff Joseph M. Plaxco

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Joseph M. Plaxco,

Plaintiff,

v.

Paul Hulse, Cherie Durand, Kimberly
Thomason, Devon Puriefoy, Desa Ballard,
Mayra Michalski, Luis Michalski, and John
& Jane Does 1-14,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Civil Action No. 2024-CP-23-03329

AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

Plaintiff Joseph M. Plaxco (“Mr. Plaxco”) complains of Defendants Paul Hulse, Cherie Durand, Kimberly Thomason, Devon Puriefoy, Desa Ballard, Mayra Michalski, Luis Michalski, and John & Jane Does 1-14 (collectively, “Defendants”), and alleges as follows:

INTRODUCTION

1. Defendants jointly prepared, signed, transmitted and/or otherwise authorized written correspondence to many individuals and companies (“Defamatory Correspondence”) falsely accusing Mr. Plaxco, 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. Plaxco 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. Plaxco, authorizing and publishing defamatory correspondence, abusing process, inflicting emotional distress,

interfering with Mr. Plaxco's business and prospective business, and causing Mr. Plaxco significant injuries and damages.

3. Mr. Plaxco 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. Plaxco seeks compensatory damages against Defendants. Further, given the willful, intentional, recklessly indifferent and malicious conduct of Defendants, Mr. Plaxco seeks an award of punitive damages.

PARTIES

5. Mr. Plaxco 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 Mayra Michalski is a resident and citizen of Greenville County, South Carolina.

12. Defendant Luis Michalski is a resident and citizen of Horry County, South Carolina.

13. Defendants John & Jane Does 1-14 are other individuals, referenced in the Defamatory Correspondence, who Hulsey, Durand, Thomason, Puriefey, 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. Plaxco, 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. Frances M. Michalski died on July 8, 2016, during a medical procedure conducted by Bon Secours St. Francis Hospital (“Bon Secours”), in Greenville, South Carolina.

18. Ms. Michalski was survived by two adult children, Defendants Luis Michalski and Mayra Michalski (the “Michalski Children”). At the time of her death, Luis Michalski was 22 years of age and Mayra Michalski was 23.

19. On July 22, 2016, Bon Secours filed two separate guardianship actions in the Greenville County Probate Court (the “Probate Court”) concerning each of the Michalski Children. Pursuant to the procedure as prescribed by the South Carolina Probate Code and upon proper orders of the Probate Court, the Michalski Children were both carefully examined by a medical physician, Palmira Snape, M.D. of the Greenville Free Medical Clinic, and an examiner, Tracy Parsons, LPC, who were directed to report their findings to the Probate Court regarding the Michalski Children’s mental and physical condition, and render an opinion as to whether a guardian and/or conservator should be appointed for them.¹ Copies of the Probate Court’s orders appointing Dr. Snape and Ms. Parsons are collectively attached and incorporated as **Exhibit 1**.

20. In addition to the appointments of Dr. Snape and Ms. Parsons, the Probate Court also appointed Amy Knight, LMSW, C-ASW/CM from Geriatric Resources Services, Inc. as Visitor in the case. Ms. Knight was also directed to submit her report to the Probate Court prior to a hearing on the merits and to assist the Court in determining whether a guardian and/or conservator should be appointed for the Michalski Children. Copies of the Probate Court’s orders appointing Ms. Knight are collectively attached and incorporated as **Exhibit 2**

21. As to Mayra Michalski, Ms. Parsons’ report provided the following opinions:

- Mayra could not live independently;
- Mayra did not have the mental or physical capacity to effectively manage her property and financial affairs; and
- Mayra did not have the mental or physical capacity to make necessary daily living and health care decisions.

¹ Tracy Parsons is one of very few individuals in the Upstate who serves as a court-appointed professional for purposes of guardianship/conservatorship actions and protective proceedings.

22. Ms. Parsons' report was accompanied by a supplemental letter which stated: "[a]fter reviewing the other medical reports, speaking at length with the current care manager, and giving this report much thought, I do believe Mayra is an incapacitated adult in need of a guardian."

23. Copies of Ms. Parsons' report and letter pertaining to Mayra are collectively attached and incorporated as **Exhibit 3**.

24. Likewise, in her Affidavit Regarding Capacity, Dr. Snape provided her opinion that Mayra Michalski was an "Incapacitated Person" under South Carolina law and in need of a Guardian and/or Conservator." Dr. Snape found Mayra Michalski to be impaired by reason of "mental deficiency" ("borderline") and "other" ("social and environmental deprivation"). Her report also noted that she was "unable to function independently in the home." A copy of Dr. Snape's report pertaining to Mayra is attached and incorporated as **Exhibit 4**.

25. As to Luis Michalski, Ms. Parsons' report provided the following opinions:

- Luis could not prepare meals and/or clean house;
- Luis could not maintain bank accounts or funds;
- Luis could not pay bills;
- Luis could not live independently;
- Luis did not have the mental or physical capacity to effectively manage his property and financial affairs; and
- Luis did not have the mental or physical capacity to make necessary daily living and health care decisions.

26. In a related letter to the Court, Ms. Parsons wrote:

Luis has been diagnosed with Autism. He admitted he needed assistance around the house and I do not believe he could live completely independently. His decision making skills are lacking. He would struggle with cooking, cleaning and paying bills. . . . at this point, Luis cannot perform the necessary tasks and is in need of a guardian at this time.

27. Copies of Ms. Parsons' report and letter pertaining to Luis are collectively attached and incorporated as **Exhibit 5**.

28. Likewise, Dr. Snape Dr. Snape provided her opinion that Luis Michalski was an “Incapacitated Person” under South Carolina law and in need of a Guardian and/or Conservator.” She found Luis to be impaired by reason of “mental deficiency” (“may be autistic”) and “other” (“social and environmental deprivation”). Dr. Snape’s report also noted that the condition “may be permanent.” She noted, “Need long-term interventions + follow up.” A copy of Dr. Snape’s report pertaining to Luis is attached and incorporated as **Exhibit 6**.

29. On July 26, 2016, a hearing was held with the Probate Court regarding whether guardians should be appointed for the Michalski Children. The Michalski Children were present for the hearing along with their court-appointed attorneys and guardians ad litem.

30. An order was issued on August 15, 2016. In it, the Court specifically found neither Mayra Michalski nor Luis Michalski were incapacitated, but that a protective order was necessary to assist them “in achieving maximum independence given their medical and social history.” A copy of the August 15, 2016 Order is attached and incorporated as **Exhibit 7**.²

31. The August 15, 2016 Order appointed Jennifer Browning as temporary Guardian for the Michalski Children, stating that she “is a well-known professional having served in various fiduciary capacities for this Court.” The Court found that she was “an appropriate and well qualified person to serve as temporary Guardian for Mayra and Luis.” *Id.*, p. 3.

² Reference is also made to Ms. Knight’s Visitors’ Reports supplied to the Court in November 3, 2016. As to both Michalski Children, she recommended further assessment and neuropsychological testing. She also found that both children were “independent with personal grooming,” but were “dependent on others for most ADLs. (ADLs include household management tasks, using a phone, driving, managing finances, managing medications, and housework.)”. Though Mayra told Ms. Knight that she felt she was not in need of a guardian, as to Luis, Ms. Knight stated: “Luis Michalski feels that he needs help in caring for himself. He said that he needs help with finances and laundry. He said that he is a slow learner and was in special education.” Ms. Knight’s Visitors’ Reports are attached collectively as **Exhibit 8**.

32. The Court further ordered that the Michalski Children's guardians ad litem and appointed attorneys open the estate of Frances M. Michalski (the "Michalski Estate") and "enter into negotiations with any person in consequence of the recent death of their mother." *Id.*, p. 4.

33. Thereafter, the Michalski Children's attorneys and guardians ad litem approached Mr. Plaxco about potentially serving as the personal representative of the Michalski Estate. Mr. Plaxco is a member of the South Carolina bar and has practiced law since 2013 in Greenville County. He has substantial experience in handling probate matters and related litigation, including complex, contested guardianship and conservatorship actions.

34. In September 2016, Mr. Plaxco was ultimately appointed by the Probate Court to serve as personal representative of the Michalski Estate.

35. At the time of her death, Ms. Michalski had minimal assets, including a home valued at approximately \$150,000 encumbered by a mortgage of approximately \$112,000.00 (the "Property").

36. Initially, the Michalski Children continued to reside at the Property after their mother's death.

37. During this time, Mr. Plaxco worked tirelessly in tending to various affairs pertaining to the Michalski Estate. As detailed herein, certain difficult legal and social issues arose which Mr. Plaxco, along with Ms. Browning, selflessly assisted the Michalski Children in navigating.

38. In or around March 2017, Luis Michalski was placed with the South Carolina Department of Disabilities and Special Needs ("DDSN"), and he was later judicially admitted into DDSN's program for Horry County. Luis's placement was made with his explicit consent. He was

enthusiastic and excited to have the opportunities DDSN were offering. Mr. Plaxco helped Luis pack for his move to Horry County and bid him farewell on the morning thereof.

39. In November 2017, the parties to the guardianship action entered into a consent order terminating the temporary guardianship.

40. Mayra Michalski, who was approximately 25 years of age at the time, continued to reside in the Property until the Summer or Fall of 2017 when, completely unbeknownst to Mr. Plaxco or anyone affiliated with the Michalski Estate or temporary guardianship, she moved out of the Property to live with a boyfriend. Upon information and belief, Mayra's boyfriend was 15 or 16 years old at that time.

41. As soon as Mr. Plaxco learned that Mayra had moved out of the home, he became aware that she had left the family dog, "Sandy", alone in the Property for somewhere between six (6) and eight (8) weeks.

42. Upon information and belief, Mayra Michalski would visit the Property ever so often and leave a large bucket of food for the dog. By the time Mr. Plaxco became aware of the situation, the interior of the Property was completely covered in the dog's excrement and urine. Virtually all of the contents of the home were ruined, either by urine or feces, or (very understandably) chewed up and eaten by the dog.³

43. After Mr. Plaxco learned of this situation, he took Sandy the dog into his own home for approximately six weeks. He had promised the Michalski Children that he would not take her to a shelter where there was a threat of her being euthanized. Attempting to find the dog a suitable caregiver and permanent home, Mr. Plaxco carried her to numerous dog day care centers and

³ Thankfully, by this point, the Michalski Children had taken their personal belongings with them to their respective new homes.

kennels, as well as her veterinarian's office. He took her back into his home, time after time, when prospective new owners would return her because of disobedience and behavior issues. Eventually, Mr. Plaxco was able to find Sandy a permanent home.

44. Mr. Plaxco petitioned the Court to allow him to obtain a loan to hire a professional company to clean and repair the Property. A copy of the petition is attached and incorporated as **Exhibit 9.**⁴

45. That petition was granted, and a professional restoration business cleaned the home, from top to bottom. Mr. Plaxco also spent many days cleaning up the trash and other waste in the Property.

46. Throughout this time, Mr. Plaxco personally took care of the Property's yard, visiting the Property every other weekend, or as necessary, to mow and maintain the grass.

47. Ultimately, Mr. Plaxco retained a licensed real estate agent to list the Property on the Multiple Listings Service. In the Fall of 2018, In the Fall of 2018, the Property sold for the asking price of \$153,000.00. The asking price was calculated based upon the real estate agent's research and comparable market analysis.

48. Mr. Plaxco also retained a highly reputable attorney to pursue legal action against Bon Secours to recover damages resulting from Ms. Michalski's death, styled *Joseph M. Plaxco, Personal Representative of the Estate of Frances Mary Michalski v. Bon Secours St. Francis Health System, Inc.*, Civil Action No. 2017-CP-23-04295 (the "Bon Secours Action").

49. The *Bon Secours* Action was complex and lasted for roughly three years. During the litigation, there were difficult facts that lessened the chance of a favorable result for the Michalski Estate. Following the advice of highly competent counsel, Mr. Plaxco made the

⁴ The original exhibits to Exhibit 9 are omitted for brevity.

reasonable decision to settle the case for \$150,000. On March 5, 2020, the Greenville County Court of Common Pleas approved the settlement and issued a corresponding order confirming the same. The Michalski Children received the wrongful death settlement funds they were entitled to from the attorney who handled the Bon Secours action directly. A copy of the order approving the settlement is attached and incorporated as **Exhibit 10**.

50. In 2021, Mr. Plaxco initiated the necessary steps to close the Michalski Estate. In addition to other documents, Mr. Plaxco filed a comprehensive accounting with the Probate Court. The Michalski Children each signed appropriate receipts and releases, releasing Mr. Plaxco as Personal Representative of the Michalski Estate.

51. The Michalski Estate was scheduled to close in December 2021. However, there were administrative changes relating to the installation of a new probate judge, as well as significant changeover in Probate Court staff, and as such, no closing order was issued. In 2022 and 2023, Mr. Plaxco continued to make efforts to close the estate and inquired with the Court's staff as to the status of issuing a closing order for the Michalski Estate.

52. Fast forward to March 2024, to an action pending in the Greenville County Court of Common Pleas, styled *Stacey Grist, et al. v. Priscilla Mickie Grist, et al.*, Civil Action No. 2022-CP-23-04055 (the "*Grist Action*"). Jennifer Browning, who served as the Michalski Children's temporary guardian, is a named defendant in the *Grist Action*, as is Tracy Parsons, who was an examiner for the Michalski Children. **Defendants Thomason and Puriefoy represent the plaintiffs in the *Grist Action*.**

53. 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 11**.

54. After scraping the Probate Court files received in response to the FOIA request, during a March 28, 2024 deposition in the *Grist* Action, Defendant Thomason made a number of inquiries regarding various probate lawyers, including Mr. Plaxco.

55. Defendant Thomason also asked questions regarding the Michalski Children in this deposition.

56. That same day, Mr. Plaxco received notice that Defendant Thomason's daughter, Jessie Carroll, a member of Defendant Thomason's law firm, was representing a third party who was subject to a Rule to Show Cause in a totally unrelated Guardianship and Conservatorship action wherein Mr. Plaxco represents the Petitioner, styled *Isaac J. Spearman v. Charmaine Belcher, et al.*, Civil Action Nos. 2022-GC-23-00249 and 00250 (the "*Spearman* Action").⁵ The *Spearman* Action involves several other individuals who the Defendants are targeting.

57. On April 15, 2024, Mr. Plaxco became informed of the purported involvement of Defendants Thomason and/or Puriefoy in the Michalski Estate. Upon information and belief, at that point in time, Mayra Michalski was purportedly a client of Defendants Thomason and/or Puriefoy, but Luis Michalski was not.

58. On April 19, 2024, **three (3) days before the *Spearman* Action was scheduled for a final hearing**, Defendant Thomason's law firm filed a Motion to Intervene in the *Spearman* Action on behalf of a non-profit ecclesiastical entity, Faith Cathedral Look Up and Live Ministries,

⁵ The *Spearman* Action was brought in December 2022, seeking a finding of incapacity and appointment of a guardian and a conservator for this mother, Ethel Talbert-Spearman.

Inc. (“Faith Cathedral”) - which has no right or standing to be a party to such a unique legal proceeding.

59. On or around April 25, 2024, Defendant Thomason filed a notice of representation in the Michalski Estate on behalf of Luis Michalski and Mayra Michalski. Three days later, the Probate Court required a telephone conference with Defendant Thomason and Mr. Plaxco.

60. That conference call was held on April 30, 2024. The Court inquired why Defendant Thomason was appearing so late in this case and what her purpose was in representing the Michalski Children. Defendant Thomason responded that she opposed the Michalski Estate being closed and that she planned to file a lawsuit to “set aside” the court-approved settlement of the *Bon Secours* Action. Thomason also told the Court that the settlement in that case was a “sham,” and that the sale of the Property from the Michalski Estate was fraudulent. **Defendant Thomason even insinuated that the Court was involved with such wrongdoing**, quipping something to the effect of: “I don’t blame you, Judge, because you were not sitting in office when all of this happened.” The call concluded with the Court finding it necessary to order that the parties provide written submissions regarding their opposing positions as to whether the Michalski Estate should be closed.

61. On May 6, 2024, Mr. Plaxco submitted a simple motion stating that the Michalski Estate had been fully administered, that all closing documents had been submitted, and requested that the Court issue an order closing the Michalski Estate. A copy of said motion is attached and incorporated as **Exhibit 12**.

62. On May 9, 2024, Defendant Thomason filed a memorandum opposing Mr. Plaxco’s motion, a copy of which is attached and incorporated as **Exhibit 13**. In that memorandum,

Defendant Thomason made many blatantly false and wildly inaccurate representations to the Court regarding the handling of the Michalski Estate, as well as the Guardianship actions.

63. On May 14, 2024, Mr. Plaxco filed a reply, wherein he summarily disproved Defendant Thomason's false and derogatory representations with detailed evidence and citations to the record. A copy of the reply memorandum is attached and incorporated as **Exhibit 14**.

64. Six days later, on May 20, 2024, Mr. Plaxco received the retaliatory Defamatory Correspondence, which was co-authored, signed, authorized and published by Hulsey, Durand, Thomason, Puriefoy, and Ballard.

65. Hulsey, Durand, Thomason, Puriefoy, and Ballard published the Defamatory Correspondence on behalf of their purported clients, the Michalski Children, and John and Jane Does 1-14. Upon information and belief, Hulsey, Durand, Thomason, Puriefoy and Ballard published the Defamatory Correspondence to others as well.

66. The publication of the Defamatory Correspondence by the Defendants was intentional.

67. The Defamatory Correspondence falsely accuses Mr. Plaxco of engaging in a "Sham Probate Enterprise" consisting of a "pattern of racketeering activity," among other things.

68. The Defamatory Correspondence falsely accuses Mr. Plaxco of engaging in "multiple, repeated, and continuous" acts of mail fraud, wire fraud, and extortion.

69. The Defamatory Correspondence further state that in addition to RICO, the Defendants lawsuits against Mr. Plaxco "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.”

70. 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.”

71. The Defendants outrageous and false accusations undermine the administration of justice and tarnish the integrity of the legal process for all South Carolina citizens.

72. Throughout his career, Mr. Plaxco has enjoyed a reputation as a skilled and ethical lawyer.

73. Mr. Plaxco’s law practice relies in part upon the referral of work from other lawyers and members of his community. Accordingly, Mr. Plaxco’s livelihood depends significantly upon his reputation in the community.

74. Defendants have relentlessly targeted Mr. Plaxco. 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.

75. As noted herein, Defendants have continuously abused process for ulterior purposes, including their own pecuniary gain.

76. The Defendants knew and understood the reputational harm that would result from the accusations set forth in the Defamatory Correspondence and nonetheless proceeded with retaliatory publication of the same.

77. 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.”

78. Not once did any of the Defendants ever phone Mr. Plaxco to ask questions or express concerns about issues raised in the Defamatory Correspondence.

79. 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. Plaxco.

80. Defendants published, or caused to be published, the false accusations without providing any factual support for them.

81. 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*)

82. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

83. Defendants transmitted the Defamatory Correspondence to over thirty (30) individuals and entities on or about May 17, 2024.

84. The Defamatory Correspondence falsely accuses Mr. Plaxco (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).”

85. The Defamatory Correspondence falsely accuses Mr. Plaxco (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. Plaxco and others to deprive individuals of their “valuable property and rights” in contravention of the RICO Act.

86. The Defamatory Correspondence falsely accuses Mr. Plaxco (and others) of participating in the crime of wire fraud in violation of 18 U.S.C. §1343.

87. The Defamatory Correspondence falsely accuses Mr. Plaxco (and others) of participating in the crime of mail fraud in violation of 18 U.S.C. §1341.

88. The Defamatory Correspondence falsely accuses Mr. Plaxco (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.”

89. The Defamatory Correspondence falsely accuses Mr. Plaxco 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 . . .”

90. The Defamatory Correspondence falsely accuses Mr. Plaxco of engaging in disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

91. The Defamatory Correspondence falsely accuses Mr. Plaxco of participating in a “clear pattern of ongoing racketeering activity by an association-in-fact enterprise, involving

various predicate acts executed” by Mr. Plaxco and others to deprive individuals of their “valuable property and rights” in contravention of RICO.

92. None of the false accusations in the Defamatory Correspondence are protected by privilege.

93. 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.

94. 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.

95. Defendants authored, disseminated, and/or published the false accusations in the Defamatory Correspondence with actual, implied, and/or common law malice toward Mr. Plaxco.

96. 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 the Mr. Plaxco.

97. The false, defamatory statements include those that are actionable *per se*. They include written or printed words which tend to degrade the Mr. Plaxco, 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.

98. Because the Defamatory Correspondence falsely accuses Mr. Plaxco of committing criminal acts, damages to his reputation are presumed as a matter of law.

99. Even absent such presumption, however, Mr. Plaxco 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.

100. Mr. Plaxco 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.

101. Mr. Plaxco is likewise entitled to recover punitive damages due to Defendants' malicious, intentional, and recklessly indifferent defamatory acts.

SECOND CAUSE OF ACTION
(Abuse of Process)

102. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

103. Defendants, for ulterior purposes, have willfully used processes that are not proper in the conduct of one or more proceedings.

104. The processes include, but are not limited to, initiating legal proceedings, filing and serving notices of representation, and filing motions to try and appear in pending proceedings for ill intended reasons. Suffice to say that none of the processes were proper in the conduct of the proceedings.

105. 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.

106. 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).

107. South Carolian 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.”

108. Moreover, upon information and belief, Defendants are attempting to insert themselves into the *Spearman* Action for conniving and ulterior purposes, all as a part of their scheme to prey on Mr. Plaxco 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.

109. 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.

110. Defendants have continued to target Mr. Plaxco directly and indirectly through attorneys and other parties, and now, in the Defamatory Correspondence, they have threatened to bring unsupported lawsuits against Mr. Plaxco 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.

111. As a direct and proximate result, Mr. Plaxco 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)

112. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

113. Defendants intentionally and/or recklessly inflicted severe emotional distress on Mr. Plaxco or were certain or substantially certain that such distress would result from their conduct.

114. This includes, but is not limited to, falsely accusing Mr. Plaxco 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. Plaxco 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. Plaxco, and in fact, bringing that additional litigation; and the continuous and relentless targeting of Mr. Plaxco.

115. 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.

116. The Defendants' actions directly and proximately caused Mr. Plaxco's emotional distress and/or mental anguish that was so severe that no reasonable person could be expected to endure it.

117. The Defendants' conduct was willful, wanton, and/or in reckless disregard of Mr. Plaxco's rights, and Mr. Plaxco is entitled to punitive damages.

FOURTH CAUSE OF ACTION
(Intentional Interference with Prospective Contracts/Business Relations)

118. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

119. Defendants have intentionally interfered with the prospective business of Mr. Plaxco.

120. Defendants did so for improper purposes and/or improper methods, including, but not limited to, soliciting clients, authoring, authorizing, and publishing the Defamatory Correspondence, abusing process, harassing and targeting Mr. Plaxco, inflicting severe emotional distress on Mr. Plaxco, accusing the Mr. Plaxco and other attorneys with crimes, and threatening Mr. Plaxco and others with future litigation.

121. Due to Defendants' relentless attacks, as demonstrated throughout this Complaint, Mr. Plaxco has turned down, or will in the future turn down, appointment(s) to serve as court-appointed fiduciaries, such as a personal representative, special administrator, and Guardian ad litem. Since March 2024, when he learned that he was a target of the Defendants, Mr. Plaxco has turned down and denied numerous cases from prospective legal clients who desired Mr. Plaxco's representation in contested probate proceedings, particularly guardianship and conservatorship cases. Mr. Plaxco has been deprived of income as a result.

122. As a direct and proximate result of the Defendants' acts, Mr. Plaxco has incurred significant damages, which include, but are not limited to, general, actual, nominal, and special damages.

123. Defendants' conduct was willful, wanton, and/or in reckless disregard of Mr. Plaxco's rights and Mr. Plaxco is entitled to punitive damages

FIFTH CAUSE OF ACTION
(Civil Conspiracy)

124. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

125. Defendants Hulsey, Durand, Thomason, Puriefoy, and Ballard have joined together for the sole purpose of injuring Mr. Plaxco.

126. To further their objective of injuring Mr. Plaxco, Defendants acted in concert with each other to falsely accuse Mr. Plaxco of committing criminal and unethical acts and abuse process in order to create evidence for RICO cases and solicit vulnerable persons as potential clients in such cases.

127. Defendants conspired together to cause unlawful FOIA requests to be issued and misuse depositions for ulterior motives

128. Defendants conspired together to solicit certain vulnerable persons as clients, to insert themselves into matters which they deemed advantageous for their prospective RICO cases against Mr. Plaxco and others.

129. Defendants conspired together to draft the Defamatory Correspondence that contained these false allegations.

130. 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.

131. All of these allegations are false and were made with the specific intent of injuring Mr. Plaxco, his reputation, and his law practice in South Carolina.

132. Defendants' conduct amounts to an unlawful civil conspiracy that has directly and proximately caused Mr. Plaxco 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)

133. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

134. Upon information and belief, Defendants and/or others acting on their behalf have been reviewing the probate files in which Mr. Plaxco 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 such cases, and for the Defendants' financial benefit.

135. Defendants have been contacting individuals from such files in an effort to create and solicit additional litigation against Mr. Plaxco.

136. Upon information and belief, this is what happened regarding Mayra Michalski, Luis Michalski, Faith Cathedral in the *Spearman* Action, and others.

137. Defendants' actions have caused significant injury and damages to Mr. Plaxco.

138. Mr. Plaxco seeks a declaratory judgment preventing Defendants, or anyone acting on their behalf, from engaging in such conduct.

WHEREFORE, Plaintiff Joseph M. Plaxco 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. Plaxco 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.

By: /s/ John T. Lay
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iconits@gwblawfirm.com

Attorneys for Plaintiff Joseph M. Plaxco

July 22, 2024

EXHIBIT 1

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE COURT

IN THE MATTER OF LUIS MICHALSKI

FILED

CASE NUMBER 16GC230

JUL 22 2016

16 - 2300126

GREENVILLE COUNTY
PROBATE COURT

ORDER APPOINTING PHYSICIAN/EXAMINER

Upon reading the petition in the above matter, I hereby appoint PALMIRA SNAPE, MD

and TRACY PARSONS

who are directed to report to this Court their findings as to the person's mental and physical condition, and
their opinion as to the need for a guardian and/or conservator to be appointed.

Executed this 22nd day of July, 2016

Caroline M. Horlbeck

CAROLINE M HORLBECK, ASSOC. PROBATE JUDGE

NOTE TO EXAMINER:

Section 62-5-101 states: "Incapacitated person means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause (except minority) to the extent that (s)he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property."

FORM #533PC (1/91)
62-5-303, 62-5-407

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE COURT

IN THE MATTER OF MAYRA MICHALSKI

FILED

CASE NUMBER

16GC230

16-2300125

JUL 22 2016

GREENVILLE COUNTY
PROBATE COURT

ORDER APPOINTING PHYSICIAN/EXAMINER

Upon reading the petition in the above matter, I hereby appoint Palmira Snape, MD

and Tracy Parsons

who are directed to report to this Court their findings as to the person's mental and physical condition, and their opinion as to the need for a guardian and/or conservator to be appointed.

Executed this 22nd day of July, 2016

Caroline M. Horlbeck

CAROLINE M. HORLBECK, ASSOC. PROBATE JUDGE

NOTE TO EXAMINER:

Section 62-5-101 states: "Incapacitated person means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause (except minority) to the extent that (s)he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property."

FORM #S33PC (1/91)
62-S-303, 62-S-407

EXHIBIT 2

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF:
CASE NUMBER

LUIS MICHALSKI
16GC230

16 - 2300126
ORDER TO SEND VISITOR

FILED

JUL 22 2016

GREENVILLE COUNTY
PROBATE COURT

IT IS HEREBY ORDERED that AMY KNIGHT be sent as Visitor to the place where the allegedly incapacitated person resides to observe conditions and report in writing to the Court (Form #531PC) prior to the hearing date. The Visitor is further authorized to have access to and review any and all medical records pertaining to the hereinabove named Proposed Protected Person.

Executed this 22nd day of July 2016.

Caroline M. Horlbeck
Caroline M. Horlbeck, Associate Probate Judge

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF: MAYRA MICHALSKI

CASE NUMBER

16GC230

16-2300125**FILED**

JUL 22 2016

ORDER TO SEND VISITOR**GREENVILLE COUNTY
PROBATE COURT**

IT IS HEREBY ORDERED that Amy Knight be sent as Visitor to the place where the allegedly incapacitated person resides to observe conditions and report in writing to the Court (Form #531PC) prior to the hearing date. The Visitor is further authorized to have access to and review any and all medical records pertaining to the hereinabove named Proposed Protected Person.

Executed this 2nd day of July, 2016.

Caroline M. Horlbeck

Caroline M. Horlbeck, Associate Probate Judge

EXHIBIT 3

7. To your knowledge does this person have:

a power of attorney
a health care power of attorney or
a "living will"

Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐

8. Does the above person have any of the following coverages?

health insurance
medicare
medicaid
veteran's health care

Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐

9. Does this person have a primary caretaker?
(If yes, please write the name of the caretaker in the space below.)

Yes ☒ No ☐ Unknown ☐

If yes, please give available information on name, address, and relationship to above person.

11. If yes, please give available information on name, address, and relationship to above person.
 Name: Lives at home with her brother. She has a temporary
guardian and caregivers inside the home.

SWORN to before me this 3 day of

20/6

Johnnie Lee
Johnnie Lee

Notary Public for South Carolina
My commission expires: 12-10-14

Date:

November 3 2016

Examiner's Signature William C. Parsons

Examiner's Signature _____

Examiner's Name Way C. Parsons UPC

Examiner's Name _____

Use this space for explanations or additional comments.

Tracy C. Parsons, LPC
P.O. Box 24261
Greenville, SC 29616
(864) 414-5553

October 31, 2016

Debora Faulkner,
Probate Judge
301 University Ridge Suite 5600
Greenville, SC 29605

RE: Mayra Michalski
Case Number: 2016GC2300125

Dear Judge Faulkner:

I visited with Mayra to complete Examiners Affidavit September 14, 2016. Her brother was not home at the time. While Mayra was certainly cooperative with my questions and interview, I could detect a little underlying frustration/anger as to this action. Mayra was dressed appropriately and well groomed.

Mayra does not attend school or drive. She received a GED after dropping out of high school. She reported she was enrolled in regular classes but Honors English classes at the time of her quitting. She says she was bullied by others and that was why she did not attend any longer. Mayra says she enjoys reading and wants to enroll in Aviation Maintenance degree. Mayra does not have a regular physician at this time. Mayra knew the amount of the mortgage, the mortgage holder, and due date. She reported she would pay this online.

I was able to complete a Mini Mental Status Exam on Mayra. Mayra did well on this exam. Although her sentence was a little bizarre, "Complacency lulled like a Kalopsic demiurge in counterpoise." Mayra certainly can talk a good game. She knew what to say, however, based on report from the current case manager, I am not sure she can actually do these things. Since I was at the residence, Mayra has been able to obtain her drivers permit. I asked her about this in detail. She was able to pass this exam with one attempt. She was able to gather the identifying information (social security card, utility bill, etc) and take the test. When I pressed her for insurance, she was uncertain of this piece of information. She was also enrolled or had plans to attend a Goodwill workshop that would assist her in job skills, preparation. She hoped to apply at MAU, which is a BMW supplier.

After reviewing the other medical reports, speaking at length with the current care manager, and giving this report much thought, I do believe Mayra is an incapacitated adult in need of a guardian. However, Mayra has made some strides from the first time I met her to when I returned to speak with her brother. I do believe Mayra is capable of learning more skills to be independent. It is also my opinion that she has been through a lot and maybe some counseling would benefit her.

Sincerely,


Tracy C. Parsons, LPC

cc: Will Fore
Neil Rabon

EXHIBIT 4

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF MAYRA MICHALSKI

CASE NUMBER 16GC230 16-2300125

FILED

DOCTOR'S AFFIDAVIT REGARDING CAPACITY

JUL 22 2016

PERSONALLY APPEARED BEFORE ME

Jane Sanders

Name of Notary

GREENVILLE COUNTY
PROBATE COURT

who being duly sworn deposes and says:

I am (Please set forth your medical credentials):

Dalmeida S. Sampa, MD, Family Physician

Business address and phone:

Greenville Free Clinic (864) 232 1470

Date and Place of this examination:

7/20/2016

I have had previous opportunities to evaluate the patient?

☐ Yes ☒ No

(If yes, indicate dates and circumstances within the last year and/or reference if you have been the patient's personal physician for a period of time and the time frame.)

Is the patient oriented to time and place?

☒ Yes ☐ No

What is the physical condition and age of the patient? (Detail any other significant factors that may be relevant to the Court.)

Good physical 23yo

Set forth the results of any tests which bear on the issue of incapacity and date of test:

BASED UPON MY EVALUATION OF THIS PATIENT:

☐ I DO NOT believe this patient is an "incapacitated person".¹ I do not find any impairment by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he/she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his/her person, property, or finances.

☒ I DO BELIEVE THIS PATIENT IS AN "INCAPACITATED PERSON" and in need of a Guardian and/or Conservator as I find him/her to be impaired by reason of (CHECK ALL THAT APPLY AND SET OUT AND DESCRIBE THE LIMITATIONS RESULTING FROM EACH.)



Mental Illness

Mental Deficiency

Physical Illness or Disability

Advanced Age

Chronic Use of Drugs

Chronic Intoxication

Other

BorderlineSocial and environmental deprivation

¹"Incapacitated person" means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property. (Section 62-5-101 of the South Carolina Code of Laws)

Long term follow-up needed
Permanently Now.
Is this condition permanent or temporary? Depending on intervention, may be temporary
Can Patient perform activities of daily living? Able to personally take care of her needs
What other information do you believe would assist the Court in making a determination of capacity? Unable to function independently in home

Psychological and cognitive evaluation

FURTHER AFFIANT SAYETH NOT.

Physician's Signature: Palmira S Snape, MD
Print Name: Palmira S Snape
Examiner: MD, SC 4970
Credentials (M.D., Ph.D., D.O., R.N.)
Address: 600 Arlington Ave
Greenville, SC 29601
Telephone: 864-232-1470

SWORN to before me this 20th day of July, 2016
[Signature]
Notary Public for South Carolina
My Commission Expires: 11/9/22

FAILURE TO PROVIDE DETAILED RESPONSES TO THE QUESTIONS ON THIS AFFIDAVIT MAY
OBLIGATE YOU TO APPEAR AT THE PROBATE COURT HEARING.

All information MUST be typed or clearly printed.

EXHIBIT 5

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: Luis Michalski

Greenville County
Probate Court
IN THE PROBATE COURT

2015 NOV -3 AM 10:00
EXAMINER'S REPORT

CASE NUMBER: 16GC2300126

Please answer the following questions concerning the above person. Please provide details at the end of this form or on an attached sheet of paper.

1. Have you treated this person before?
If yes, give brief history Yes ☐ No ☒
2. Has this person ever been rated or found:
disabled Yes ☐ No ☒ Unknown ☐
mentally ill or incompetent Yes ☐ No ☒ Unknown ☐
chemically dependent Yes ☐ No ☒ Unknown ☐
3. Can the above person:
care for self (personal hygiene) Yes ☒ No ☐ Unknown ☐
prepare meals and/or clean house Yes ☒ No ☐ Unknown ☐
maintain bank accounts or funds Yes ☐ No ☒ Unknown ☐
pay bills Yes ☐ No ☒ Unknown ☐
live independently Yes ☐ No ☒ Unknown ☐
operate a car Yes ☐ No ☒ Unknown ☐
take medications unsupervised Yes ☒ No ☐ Unknown ☐
4. Would the above person benefit from:
further education Yes ☒ No ☐ Unknown ☐
further training Yes ☒ No ☐ Unknown ☐
therapy of some sort Yes ☐ No ☐ Unknown ☒
medical aids or equipment Yes ☐ No ☒ Unknown ☐
an operation or medical procedure(s) Yes ☐ No ☒ Unknown ☒
structured living arrangements Yes ☒ No ☐ Unknown ☐
5. Has the above person had in the last six months:
hospitalization(s) Yes ☐ No ☒ Unknown ☐
therapy or treatment Yes ☐ No ☒ Unknown ☐
inpatient or outpatient surgery Yes ☐ No ☒ Unknown ☐
major medical test(s) Yes ☐ No ☒ Unknown ☐
psychological or psychiatric testing Yes ☒ No ☐ Unknown ☐
6. In your opinion, does this person have the mental or physical capacity to effectively manage his/her property and financial affairs? Yes ☐ No ☒
and/or make necessary daily living and health care decisions Yes ☐ No ☒

7. To your knowledge does this person have:

a power of attorney
a health care power of attorney or
a "living will"

Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐
 Yes ☐ No ☒ Unknown ☐

8. Does the above person have any of the following coverages?

health insurance
medicare
medicaid
veteran's health care

Yes ☒	No ☐	Unknown ☐
Yes ☐	No ☒	Unknown ☐
Yes ☐	No ☒	Unknown ☐
Yes ☒	No ☐	Unknown ☐

9. Does this person have a primary caretaker?

If yes, please give available information on name, address, and relationship to above person.

If yes, please give available information on name, address, and relationship to above person.
He lives at home with his sister. Jennifer Brownline is the temporary guardian and has caregivers in place to further assist both children.

SWORN to before me this 3 day of January

Notary Public for South Carolina
My commission expires: 12-1

Date: November 3, 2016

Travis Parsons
Examiner's Signature
Travis Parsons LPC #
Examiner's Name

Use this space for explanations or additional comments.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Tracy C. Parsons, LPC

P.O. Box 24261
Greenville, SC 29616
(864) 414-5553

October 31, 2016

Debora Faulkner,
Probate Judge
301 University Ridge Suite 5600
Greenville, SC 29605

RE: Luis Michalski
Case Number: 2016GC2300126

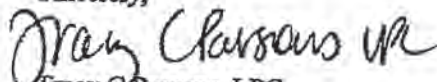
Dear Judge Faulkner:

I visited with Luis Michalski at his residence October 7, 2016. Luis was cooperative and pleasant throughout my interview. Luis lives at home with his sister. His mother passed away recently very unexpectedly. He has a temporary guardian and there are caregivers at the residence 24 hours a day. Luis is enrolled in Greenville Tec and takes four classes. Luis reports he does not do well in his psychology classes. This class is largely lecture based and he struggles with this one. Otherwise, he enjoys his classes and maintains a good grade. Luis wants to be an aid in a special education middle school class. He feels as if he can relate to this group and make a difference.

I was able to administer a Mini Mental Status Exam to Luis. He did well on this test. He did not score in the incapacitated range. However, Luis' has been diagnosed with Autism. He admitted he needed assistance around the house and I do not believe he could live completely independent. His decision making skills are lacking. He would struggle with cooking, cleaning, and paying bills.

The fact that Luis can drive and is enrolled in Technical school leads me to believe that he might can learn some of these tasks, over time, and capacity could be re-evaluated at a later date. However, at this point, Luis cannot perform the necessary tasks and is in need of a guardian at this time.

Sincerely,


Tracy C. Parsons, LPC

cc: Tyler O'Shields
Neil Rabon

EXHIBIT 6

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF LUIS MICHALSKI

CASE NUMBER 16GC230

16-2300126

FILED

JUL 22 2016

DOCTOR'S AFFIDAVIT REGARDING CAPACITY

PERSONALLY APPEARED BEFORE ME

Jane Sanders

GREENVILLE COUNTY
PROBATE COURT

Name of Notary

who being duly sworn deposes and says:

I am (Please set forth your medical credentials):

Palmer S Shope, MD, Family Physician

Business address and phone:

Greenville Free Clinic (864) 232-1470

Date and Place of this examination:

7/20/16

I have had previous opportunities to evaluate the patient?

☐ Yes ☒ No

(If yes, indicate dates and circumstances within the last year and/or reference if you have been the patient's personal physician for a period of time and the time frame.)

Is the patient oriented to time and place?

☒ Yes ☐ No

What is the physical condition and age of the patient? (Detail any other significant factors that may be relevant to the Court.)

Good. 22yo

Set forth the results of any tests which bear on the issue of incapacity and date of test:

BASED UPON MY EVALUATION OF THIS PATIENT:

☐ I DO NOT believe this patient is an "incapacitated person". I do not find any impairment by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he/she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his/her person, property, or finances.

☒ I DO BELIEVE THIS PATIENT IS AN "INCAPACITATED PERSON" and in need of a Guardian and/or Conservator as I find him/her to be impaired by reason of (CHECK ALL THAT APPLY AND SET OUT AND DESCRIBE THE LIMITATIONS RESULTING FROM EACH.)

- ☒
- ☐
- ☐
- ☐
- ☐
- ☐
- ☒

Mental Illness
Mental Deficiency
Physical Illness or Disability
Advanced Age
Chronic Use of Drugs
Chronic Intoxication
Other

may be autistic

Social and environmental deprivation

¹"Incapacitated person" means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property. (Section 62-5-101 of the South Carolina Code of Laws)

Is this condition permanent or temporary?

May be permanent, Need long term interventions + followup

Can Patient perform activities of daily living?

Yes, personal. No Financial Knowledge

What other information do you believe would assist the Court in making a determination of capacity?

Psychological Evaluation + evaluation of knowledge base

FURTHER AFFIANT SAYETH NOT.

Physician's Signature:

Palmira S Snape, MD

Print Name:

Palmira S Snape MD

Examiner:

MP

Credentials (M.D., Ph.D., D.O., R.N.)

SC 4973

Address:

600 Avington Ave

Greenville, SC 29601

Telephone:

864-232-1470

SWORN to before me this

20th day of July

Notary Public for South Carolina

My Commission Expires:

11/9/22

FAILURE TO PROVIDE DETAILED RESPONSES TO THE QUESTIONS ON THIS AFFIDAVIT MAY OBLIGATE YOU TO APPEAR AT THE PROBATE COURT HEARING.

All information MUST be typed or clearly printed.

EXHIBIT 7

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE PROBATE COURT

FILED

AUG 15 2016

GREENVILLE COUNTY
PROBATE COURT

In Re: Mayra Michalski)
Protected Person)

CASE NO. 16GC2300125

And)
In Re: Luis Michalski)
Protected Person)

CASE NO. 16GC2300126

Bon Secours St. Francis Health)
System)
Petitioner)

PROTECTIVE ORDER
(temporary)

vs.)
Mayra Michalski)
Luis Michalski)

Respondent(s))

Date of hearing: July 26, 2016
Presiding Judge: Caroline M. Horlbeck
Attorney(s): R. O'Neil Rabon, Jr. on behalf of Petitioner
William D. Fore as court appointed counsel and *guardian ad litem* for
Mayra Michalski
R. Frank Plaxco as court appointed counsel and *guardian ad litem*
For Luis Michalski

This matter was initiated upon the filing of a Petition for the appointment of a permanent Guardian for Mayra and Luis Michalski (individually, "Mayra" and Luis" and together, the "Respondents") . Petitioner also moved for the appointment of a temporary Guardian.

A temporary hearing was held in the Probate Court for Greenville County. Present was the Petitioner, represented by R. O'Neil Rabon, Jr.; Luis Michalski represented by Mr. R. Frank Plaxco; and Mayra Michalski, represented by William D. Fore.

Based on the Petition, Affidavit of Dr. Palmira Snape and other supporting documentation regarding Mayra and Luis Michalski, the testimony presented and the statements and information provided by counsel, this Court makes the following findings of fact:

1. The Respondents are residents of Greenville County and South Carolina is their home state. Specifically they reside at 48 Maravista Avenue, Greenville, South Carolina, 29617.
2. Jurisdiction over the subject matter and the parties is proper.
3. Mayra Michalski has a borderline Intelligence Quotient (IQ). She has no South Carolina driver's license or identification card. She has not been treated medically for several years and has dental issues, including an abscessed tooth. The results of her Health and Safety Test indicate her awareness of necessary safety skills falls in the low range of functioning. K-Snap testing reveals her neuropsychological functioning falls in the Lower Extreme. Her Mini Mental Status Exam (MMSE) results were average for her age. There was no presence of impairment in the areas of orientation, attention, working memory, registration, immediate recall, language or visuospatial skills. She reports that she has earned a GED.
4. Luis Michalski is diagnosed with an Autistic disorder. He has a South Carolina driver's license and is enrolled in Greenville Technical College. His Mini Mental Status Exam (MMSE) was average for his age. There was no presence of impairment in orientation, attention, working memory, registration, immediate recall, language or visuospatial skills. His Health and Safety Test indicates his awareness of necessary safety skills falls in the extremely low range of functioning. K-Snap testing reveals his neuropsychological functioning falls in the Lower Extreme.
5. Both Respondents suffer from social and environmental deprivation as diagnosed by Dr. Palmira Snape. Neither Respondent had been assessed for independent living skills at the time of this hearing.

6. Pursuant to S.C. Probate Code Section 62-5-304 the development of maximum self-reliance and independence of Respondents is fundamental and the Court may make appointive and other orders only to the extent necessitated by Respondents' mental and adaptive limitations.

7. Based on the evidence in the record, the Court finds neither Respondent is incapacitated at this time. However, the evidence does indicate a need for a Protective Order to assist Respondents in achieving maximum independence given their medical and social history.

8. Jennifer Browning is a well-known professional having served in various fiduciary capacities for this Court. I find she is an appropriate and well qualified person to serve as temporary Guardian for Mayra and Luis.

Based on the foregoing findings of fact, I conclude and Order as follows for the purposes of a temporary Order:

1. Respondents are in need of protection and assistance and a temporary Protective Order is necessary and appropriate under the circumstances.

2. Under this Protective Order, Jennifer Browning is appointed as temporary Guardian to exercise such authority as needed for the protection and welfare of Mayra and Luis Michalski, specifically to provide for their protection while also allowing each of them to exercise independent decision making over matters within their cognitive and functional abilities.

3. Mrs. Browning, in the capacity as temporary Guardian, has full authority to obtain any and all medical records related to Mayra and Luis Michalski.

4. The temporary Guardian shall be entitled to the release of all individually identifiable health information and medical records, without restriction including, but not limited to, diagnostic, treatment, other health care, and related insurance and financial records and

information associated with any part, present, or future physical or mental health conditions including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted diseases(s), mental illness, and/or drug or alcohol abuse and any written opinions relating to Mayra and Luis Michalski's health that the temporary Guardian may request from any health care facility or provider. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45CFR 160-164.

5. This appointment of a temporary Guardian is for a period of time not to exceed 180 days from the date of this hearing.

6. William D. Fore and R. Frank Plaxco as counsel for Mayra and Luis respectively, are authorized to search for existence of any assets available to their clients and to enter into negotiations with any person in consequence of the recent death of their mother. For these purposes, each of them shall have full authority to demand and receive all medical records relating to her physical condition, medical treatment and death.

7. William D. Fore and R. Frank Plaxco are directed to pursue opening the Estate of Frances Michalski.

8. The temporary Guardian shall arrange for psychological and cognitive and other testing to determine Respondents' ability to learn independent living skills and arrange for services that will promote maximum independence.

9. At the final hearing, the temporary Guardian shall insure that all test results and other evidence is available in order for the Court to issue a final Order as to the issue of incapacity. Further, the temporary Guardian and Counsel for Respondents should be prepared to

CA# 403

recommend whether or not these actions should be dismissed or whether the Court should enter an Order for permanent general guardianship or limited guardianship.

IT IS SO ORDERED.

August 15, 2016

Carline M. Horlbeck
Caroline M. Horlbeck
Associate Probate Judge
Greenville, South Carolina

CA# 5 85

EXHIBIT 8

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE PROBATE COURT

IN THE MATTER OF:
MAYRA MICHALSKI

VISITOR'S REPORT

FILED

CASE NUMBER: 2016GC2300125

NOV 3 2016

GREENVILLE COUNTY
PROBATE COURT

The undersigned court-appointed visitor in this guardianship proceeding submits the following report concerning the investigation which I conducted pursuant to Section 62-5-303 of the South Carolina Probate Code. In my visit to the place where the allegedly incapacitated person resides, I observed the following:

REPORT ON THE INCAPACITATED PERSON:

1. Date and place of interview: **Monday, August 1, 2016 at the home of Mayra and Luis Michalski (siblings) at 48 Maravista Avenue, Greenville SC 29617**
2. Oriented as to time and place? ☒ YES ☐ NO
3. Physical Appearance: **Casually dressed in jeans and a t-shirt, well-nourished**
4. Who are his/her closest family members? **Luis Michalski, brother. Mother is deceased as of 7/08/2016. Father is deceased. One uncle that is incarcerated. No other family.**
5. Does he/she have a doctor? ☒ NO ☐ YES If yes, please list the doctor's name, address, and phone number.
Mayra Michalski stated that she has not had a doctor in about four years when she went to see a pediatrician when the family lived in Pennsylvania. She stated that she has never had an appointment with a gynecologist and expressed angst/fear about the intimacy of such an examination.
6. Does he/she have an attorney? ☐ NO ☒ YES If yes, please list the attorney's name, address, and phone number.
William Fore, 615 Rutherford Street, Greenville SC 29609; Phone: 864-235-9628
7. Does he/she think he/she needs help caring for himself/herself? ☒ NO ☐ YES If yes, in what areas?
Mayra Michalski does not feel that she needs help in caring for herself. She does not drive and had a permit in Pennsylvania; however, it has expired. She stated that she can cook meals like spaghetti. In the case of an emergency, she stated that she would dial 911 and use a damp towel to extinguish a fire.
8. Would he/she like help in caring for himself/herself? ☒ NO ☐ YES
9. Does he/she know the proposed Guardian? ☒ YES ☐ NO
She has attempted to reach her temporary guardian by phone and expressed frustration with waiting on Browning Geriatric and her attorney to call her back. She is concerned about bills and does not know how to pay for them; although, she said that she does know how to write a check.
10. How does he/she feel about having that person appointed as his/her guardian? **Mayra Michalski does not want a guardian. This Visitor spent some time educating her about guardianship. Mayra stated that she assumed it was to determine what was done with assets. She expressed that she is not okay with this under any circumstances. She knew that it had been stated that she had a below average IQ. Mayra said that she and her brother are "regular kids".**
11. Does he/she feel any of the guardian powers or duties should be limited or restricted in any way? If so, how?
Mayra Michalski is concerned that she would not be able to act independently and do things like see her boyfriend if she wants. Her boyfriend does not live locally; they communicate by phone and Internet.
12. How does he/she feel about the proposed guardianship? **See above.**
13. How does he/she feel about the proposed scope and duration of the proposed guardianship? **See above.**

REPORT ON THE PROPOSED GUARDIAN

1. Has an adult protective service case or family management case ever been opened on this person? ☐ NO ☐ YES
If yes, please explain. Unknown
- If yes, does the DSS record reveal anything you believe the court should know? ☐ NO ☐ YES If yes, please explain.
N/A
2. Does your investigation of the proposed guardian reveal anything that you believe the court should know?
☐ NO ☒ YES If yes, please explain. SEE ADDENDUM FOR ADDITIONAL DETAILS.
3. Does your investigation reveal any other person who should be considered to be appointed the guardian in this matter?
☒ NO ☐ YES If yes, please explain, including name, address, telephone, age, and relationship to allegedly incapacitated person. SEE ADDENDUM FOR ADDITIONAL DETAILS.

REPORT ON CONDITION OF PRESENT PLACE OF RESIDENCE

1. Date and time visited: Monday, August 1, 2016; 5:00 pm EST
2. Address (include street, city, county, state, zip): 48 Maravista Avenue, Greenville SC 29617
3. Type of abode: One story single family home.
4. Condition:
- a. exterior: blue vinyl siding; yard okay
 - b. interior: Clean
 - c. utilities working: Yes
 - d. cleanliness: Visitor saw kitchen, living room, and garage. They were livable.
 - e. fire hazards: Unknown
 - f. other (explain):

CONCLUSIONS AND ADDITIONAL COMMENTS:

Prior to your visit, did you know the person who is alleged to be incapacitated? ☒ NO ☐ YES If yes, please explain.

Prior to your visit, did you know the person who is seeking appointment? ☒ NO ☐ YES If yes, please explain.

Prior to your visit, did you or do you now have a personal interest in these proceedings? ☒ NO ☐ YES If yes, please explain.

Executed this 1 day of September, 2016.

Signature: Amy Knight
Name: Amy Knight, LMSW, C-ASW/CM
Address: PO BOX 5621
Greenville, SC 29606
Telephone (O): 864-271-0011
(H):

GRS
GERIATRIC RESOURCE SERVICES, INC.

The Honorable Caroline M. Horlbeck
Associate Probate Court Judge
301 University Ridge, Suite 1200
Greenville, South Carolina 29601-3660

September 1, 2016

ADDENDUM TO VISITOR'S REPORT

RE: Mayra Michalski

CASE NUMBER: 2106GC2300125

Pursuant to the court order, I met with Ms. Mayra Michalski on Monday, August 1, 2016 at 4:30 pm at her home for the purpose of a Visitor Report. This visit had been pre-arranged through a phone call to Comfort Keepers, a non-medical home care provider that was hired to provide 24/7 care and supervision to Mayra and her brother.

Ms. Michalski is a 23 year old Caucasian woman who lives with her brother at their residence at 48 Maravista Avenue in Greenville. The home was owned by their mother who unexpectedly died on July 8, 2016 after undergoing a scheduled medical procedure. When I arrived at the home, I waited a few minutes until the Michalskis returned home with their hired companion as they had been grocery shopping. The siblings also have a dog that is not well-trained, and the companion took the dog out onto the porch during my visit. Ms. Michalski was wearing jeans and a t-shirt. She responded to my questions appropriately. I spent part of my time with the siblings speaking to them about their understanding about guardianship and educating them about what that means. Mayra in particular expressed concern that events and plans were not being communicated well from attorneys and other folks involved in the proceedings. She and her brother are biological siblings who were adopted by their parents when they were babies/toddlers.

The following is Mayra's account of her social history. She was accepted into college at the National Aviation Academy but when her father died, she did not go because of the financial strain. She dropped out of high school at age 15 related to bullying and has her GED. She said that she has not worked. Mayra stated that she is writing a book. She and her brother and mother moved from Pennsylvania four years ago to live closer to their mother's boyfriend. When asked about her goals, Mayra said that she had thought about going to Greenville Tech. Mayra does not drive and said that she had her learner's permit in Pennsylvania, but it has expired. When asked how she spends her days, Mayra plays video games, spends time socializing via the Internet, and she walks to the local public library. Mayra said that her mother took care of all of the household management including finances, laundry, meals, and cleaning. She said that since her mother's death, she is learning to cook and is doing laundry. When she spoke about the probate hearing, she talked about hearing those present speak about all of the things that she and her brother could not do and was concerned that there was no talk about what they could do and all that they had learned in their mother's absence.

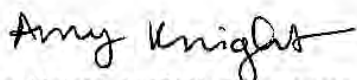
In addition to speaking to Mayra and her brother, I called Mr. John Pearce. Mr. Pearce was their mother's boyfriend. He also resides on Maravista Drive. Mr. Pearce stated that Frances Michalski sheltered her two children. He stated that prior to her death, he had only met Luis twice and had never met Mayra. He said that Frances referred to her children as "special needs" and that she had mentioned that Mayra is bipolar and that she got in trouble in high school. John Pearce was the

person who received the call from the hospital about Frances' death. He went by to pick up the siblings and took them to the hospital. His daughter came into town for a while afterward to provide support to him and to help get the siblings organized.

Regarding her functional status, Mayra Michalski is independent with personal grooming. She is, however, dependent on others for most iADLs. (iADLs include household management tasks: using a phone; driving; managing finances; managing medications; and, housework.)

To summarize, this Visitor found Mayra Michalski to need additional assessment and recommends neuropsychological testing. She spoke intelligently and perhaps with the right coaching, education, and support, Ms. Michalski can lead an independent life. I do not recommend permanent guardianship and feel that if guardianship is in place, it should be temporary and reassessed in the future.

Respectfully Submitted,



Amy Knight, LMSW, C-ASWCM

G R S

GERIATRIC RESOURCE SERVICES, INC.

FILED

NOV - 3 2016

**GREENVILLE COUNTY
PROBATE COURT**

Invoice submitted to:

Greenville County Probate Court
Honorable Caroline M. Horlbeck
301 University Ridge, Suite 1200
Greenville, SC 29601-3660

Invoice #	21445
Invoice Date	11/01/2016
For Services Through	11/01/2016
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: Mayra & Luis Michalski (Care Management)				
08/01/2016	AK	<i>Professional Services</i> Phone conversation with John Pierce regarding the Michalski family	0.40 at \$ 125.00/hr	\$ 50.00
08/03/2016	AK	<i>Professional Services</i> Phone conversation with Tracy Parsons re: her assignment as Examiner and findings.	0.20 at \$ 125.00/hr	\$ 25.00
09/01/2016	AK	<i>Report Preparation</i> Draft Visitor reports for Mayra and Luis Michalski.	1.50 at \$ 125.00/hr	\$ 187.50
11/01/2016	AK	<i>Professional Services</i> Visit to Mayra and Luis Michalski for the purpose of assessing for Visitor's Report	2.00 at \$ 125.00/hr	\$ 250.00

Total Hours: 4.10 hrs
Total Care Management: \$ 512.50
Total Invoice Amount: \$ 512.50
Previous Balance: \$ 0.00
Balance (Amount Due): \$ 512.50

ELECTRONICALLY FILED 2016 NOV 03 2016 2:28:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF:
LUIS MICHALSKI

IN THE PROBATE COURT

VISITOR'S REPORT

FILED

CASE NUMBER: 2016GC2300126

NOV - 3 2016

**GREENVILLE COUNTY
PROBATE COURT**

The undersigned court-appointed visitor in this guardianship proceeding submits the following report concerning the investigation which I conducted pursuant to Section 62-5-303 of the South Carolina Probate Code. In my visit to the place where the allegedly incapacitated person resides, I observed the following:

REPORT ON THE INCAPACITATED PERSON:

1. Date and place of interview: **Monday, August 1, 2016 at the home of Mayra and Luis Michalski (siblings) at 48 Maravista Avenue, Greenville SC 29617**
2. Oriented as to time and place? ☒ YES ☐ NO
3. Physical Appearance: **Casually dressed, well-nourished**
4. Who are his/her closest family members? **Mayra Michalski, sister. Mother is deceased as of 7/08/2016. Father is deceased. One uncle that is incarcerated. No other family.**
5. Does he/she have a doctor? ☒ NO ☐ YES If yes, please list the doctor's name, address, and phone number.
Luis Michalski stated that he went with his mother to the clinic. This was not a primary care physician. Uncertain of provider's name and contact information
6. Does he/she have an attorney? ☐ NO ☒ YES If yes, please list the attorney's name, address, and phone number.
Frank Plaxeo, uncertain of address; Phone is 864-232-9828 or 864-517-2812
7. Does he/she think he/she needs help caring for himself/herself? ☐ NO ☒ YES If yes, in what areas?
Luis Michalski feels that he needs help in caring for himself. He said that he needs help with finances and laundry. He said that he is a slow learner and was in special education.
8. Would he/she like help in caring for himself/herself? ☐ NO ☒ YES
9. Does he/she know the proposed Guardian? ☒ YES ☐ NO
No, he has not met Jennifer Browning.
10. How does he/she feel about having that person appointed as his/her guardian? **He feels that it should be temporary until he gets used to paying bills.**
11. Does he/she feel any of the guardian powers or duties should be limited or restricted in any way? If so, how?
See above.
12. How does he/she feel about the proposed guardianship? **See above.**
13. How does he/she feel about the proposed scope and duration of the proposed guardianship? **See above.**

REPORT ON THE PROPOSED GUARDIAN

1. Has an adult protective service case or family management case ever been opened on this person? ☐ NO ☐ YES
If yes, please explain. Unknown
- If yes, does the DSS record reveal anything you believe the court should know? ☐ NO ☐ YES If yes, please explain.
N/A
2. Does your investigation of the proposed guardian reveal anything that you believe the court should know?
☐ NO ☒ YES If yes, please explain. SEE ADDENDUM FOR ADDITIONAL DETAILS.
3. Does your investigation reveal any other person who should be considered to be appointed the guardian in this matter?
☒ NO ☐ YES If yes, please explain, including name, address, telephone, age, and relationship to allegedly incapacitated person. SEE ADDENDUM FOR ADDITIONAL DETAILS.

REPORT ON CONDITION OF PRESENT PLACE OF RESIDENCE

1. Date and time visited: **Monday, August 1, 2016; 5:00 pm EST**
2. Address (include street, city, county, state, zip): **48 Maravista Avenue, Greenville SC 29617**
3. Type of abode: **One story single family home.**
4. Condition:
- a. exterior: **blue vinyl siding; yard okay**
 - b. interior: **Clean**
 - c. utilities working: **Yes**
 - d. cleanliness: **Visitor saw kitchen, living room, and garage. They were livable.**
 - e. fire hazards: **Unknown**
 - f. other (explain):

CONCLUSIONS AND ADDITIONAL COMMENTS:

Prior to your visit, did you know the person who is alleged to be incapacitated? ☒ NO ☐ YES If yes, please explain.

Prior to your visit, did you know the person who is seeking appointment? ☒ NO ☐ YES If yes, please explain.

Prior to your visit, did you or do you now have a personal interest in these proceedings? ☒ NO ☐ YES If yes, please explain.

Executed this 1 day of **September**, 2016.

Signature: *Amy Knight*
 Name: Amy Knight, LMSW, C-ASWCM
 Address: PO BOX 5621
Greenville, SC 29606
 Telephone (O): 864-271-0011
 (H): _____

GRS
GERIATRIC RESOURCE SERVICES, INC.

FILED

NOV - 3 2016

**GREENVILLE COUNTY
PROBATE COURT**

The Honorable Caroline M. Horlbeck
Associate Probate Court Judge
301 University Ridge, Suite 1200
Greenville, South Carolina 29601-3660

September 1, 2016

ADDENDUM TO VISITOR'S REPORT

RE: Luis Michalski
CASE NUMBER: 2106GC2300126

Pursuant to the court order, I met with Mr. Luis Michalski on Monday, August 1, 2016 at 4:30 pm at her home for the purpose of a Visitor Report. This visit had been pre-arranged through a phone call to Comfort Keepers, a non-medical home care provider that was hired to provide 24/7 care and supervision to Luis and his sister.

Mr. Michalski is a 22 year old Caucasian man who lives with his sister at their residence at 48 Maravista Avenue in Greenville. The home was owned by their mother who unexpectedly died on July 8, 2016 after undergoing a scheduled medical procedure. When I arrived at the home, I waited a few minutes until the Michalskis returned home with their hired companion as they had been grocery shopping. The siblings also have a dog that is not well-trained, and the companion took the dog out onto the porch during my visit. Mr. Michalski responded to my questions appropriately. He did not make a lot of eye contact. I spent part of my time with the siblings speaking to them about their understanding about guardianship and educating them about what that means. He and his sisters are biological siblings who were adopted by their parents when they were babies/toddlers.

Luis does have a driver's license. He drives himself to and from school and attends Greenville Tech. He said that this semester, he is taking four classes instead of two. He was taking computer courses but is now focusing on childhood development and said that he has one year before graduation. He said that he has not requested special accommodations for his courses. During the Visit, Luis Michalski's attorney arrived to assist Luis with a flat tire. This Visitor has the understanding that he had driven on a flat tire to and from school that day and was uncertain how to fix it or get assistance with fixing it. Seeing this interaction provided this Visitor with insight into Luis Michalski's critical thinking. He does have a cell phone but he was uncertain how to use his phone to find a nearby repair shop. Luis drives a Smart Car, and he was uncertain how to look at the car's manual to find directions on repairing a flat and was not sure where or if the car had a spare tire. This Visitor feels that he would have greatly struggled with finding a remedy to this problem if he had been left alone. He seemed to lack confidence in his decisions.

In addition to speaking to Luis and his sister, I called Mr. John Pearce. Mr. Pearce was their mother's boyfriend. He also resides on Maravista Drive. Mr. Pearce stated that Frances Michalski sheltered her two children. He stated that prior to her death, he had only met Luis twice and had never met Mayra. He said that Frances referred to her children as "special needs" and that Luis had been assessed in Boiling Springs, PA. He was told that Luis is on the "spectrum of autism". John Pearce was the person who received the call from the hospital about Frances' death. He went by to pick up the siblings and took them to the hospital. His daughter came into town for a while afterward to provide support to him and to help get the siblings organized.

Regarding his functional status, Luis Michalski is independent with personal grooming. He is, however, dependent on others for most iADLs. (iADLs include household management tasks: using a phone; driving; managing finances; managing medications; and, housework.)

To summarize, this Visitor found Luis Michalski to need additional assessment and recommends neuropsychological testing. Perhaps with the right coaching, education, and support, Mr. Michalski can lead an independent life. I do not recommend permanent guardianship and feel that if guardianship is in place, it should be temporary and reassessed in the future.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Amy Knight".

Amy Knight, LMSW, C-ASWCM

G R S

GERIATRIC RESOURCE SERVICES, INC.

FILED

NOV - 3 2016

GREENVILLE COUNTY
PROBATE COURT

Invoice submitted to:

Greenville County Probate Court
Honorable Caroline M. Horlbeck
301 University Ridge, Suite 1200
Greenville, SC 29601-3660

Invoice #	21445
Invoice Date	11/01/2016
For Services Through	11/01/2016
Terms:	N/A

<u>Date</u>	<u>By</u>	<u>Service Summary</u>	<u>Hours/Rate</u>	<u>Amount</u>
In Reference To: Mayra & Luis Michalski (Care Management)				
08/01/2016	AK	<i>Professional Services</i> Phone conversation with John Pierce regarding the Michalski family	0.40 at \$ 125.00/hr	\$ 50.00
08/03/2016	AK	<i>Professional Services</i> Phone conversation with Tracy Parsons re: her assignment as Examiner and findings.	0.20 at \$ 125.00/hr	\$ 25.00
09/01/2016	AK	<i>Report Preparation</i> Draft Visitor reports for Mayra and Luis Michalski.	1.50 at \$ 125.00/hr	\$ 187.50
11/01/2016	AK	<i>Professional Services</i> Visit to Mayra and Luis Michalski for the purpose of assessing for Visitor's Report	2.00 at \$ 125.00/hr	\$ 250.00

Total Hours: 4.10 hrs
Total Care Management: \$ 512.50
Total Invoice Amount: \$ 512.50
Previous Balance: \$ 0.00
Balance (Amount Due): \$ 512.50

EXHIBIT 9

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Joseph M. Plaxco, Personal Representative
of the Estate of Frances Mary Michalski,

Petitioner,

-vs-

Jennifer Browning, Guardian for Mayra
Michalski and Luis Michalski; William D.
Fore, *Guardian ad Litem* for Mayra
Michalski; and Tyler B. O'Shields,
Successor *Guardian ad Litem* for Luis
Michalski,

Respondents.

IN THE PROBATE COURT

PETITION FOR APPROVAL
OF LOAN

C/A No.: 2016-ES-23-02077

The Petitioner, Joseph M. Plaxco, as Personal Representative of the Estate of Frances Mary Michalski would respectfully show unto this Court as follows:

1. The Petitioner, Joseph M. Plaxco, is the Personal Representative of the Estate of Frances Mary Michalski, having been appointed by order of this Court on September 2, 2016.
2. Respondent Jennifer Browning is the court-appointed temporary Guardian for Decedent Frances Mary Michalski's son and daughter, Luis Michalski and Mayra Michalski, respectively.
3. Respondent William D. Fore is *Guardian ad Litem* for Mayra Michalski.
4. Respondent Tyler B. O'Shields is Successor *Guardian ad Litem* for Luis Michalski.
5. The Decedent, Frances Mary Michalski, died intestate in Greenville County, South Carolina on July 8, 2016. Her estate is currently being probated in the Greenville County Register of

Deeds Office under file number 2016ES2302077.

6. The Estate of Frances Mary Michalski owns real property located at 48 Maravista Avenue, Greenville County, State of South Carolina (29617), TMS: B008080111900 (the "property" or "residence")
7. As of recently, the property is vacant. The Decedent's two children, Luis and Mayra Michalski, have moved out of the residence permanently with no intention of returning.
8. Petitioner believes and alleges that it is in the best interest of the estate to sell the property and, upon closing the estate, distribute the proceeds of said sale to Mrs. Michalski's heirs.
9. After inspection of the property, it became clearly evident the house must be thoroughly cleaned and restored so as to obtain a reasonable offer for the sale of the residence.
10. Attached as Exhibit A is a quote/estimate from Servpro of East Greenville County for \$6,500.00.¹
11. Based on his research and inquiries, Petitioner believes that ServPro of East Greenville County is a very reputable company with high regards in the community and Petitioner believes that ServePro is the ideal contractor to do the work needed as set forth in this Petition.
12. Petitioner has received quotes from at least two companies in Greenville who specialize in the type of cleaning and work necessary to get the residence back to sellable condition, and Petitioner believes that it will cost no more than \$10,000.00 to restore the residence back to said condition.
13. There is currently less than \$1,000.00 left in the estate account to cover expenses, including

¹ Servpro's quote/estimate does not include the replacement of carpet. Petitioner believes that said replacement shall cost no more than \$3,000.00.

but not limited to the current mortgage payment, energy bill,² and the filing fees and out of pocket costs of this Petition.

14. The property has a tax market value with Greenville County Real Property Services of \$107,890; however, and despite this value figure, zillow.com provides an estimated value of \$134,776 (See attached Exhibit B); realtor.com provides an estimated value of \$153,900 (See attached Exhibit C); redfin.com provides an estimated value of \$173,569; and remax.com provides an estimated value of \$144,908. The average of these estimate value figures is approximately \$142,500. In addition, there is house with similar characteristics (size, number of bedrooms, number of bathrooms) in the same subdivision for sale for \$139,900. (See Exhibit D.)
15. Per the most recently statement from the mortgage holder, the unpaid principal balance on the loan is \$108,921.56.
16. The Petitioner believes and alleges that because of the circumstances stated above herein, he shall have the authority to obtain a loan or equity line from an insured banking institution to cover the costs of cleaning and repairing the home to restore it back to a sellable and habitable condition.
17. The Petitioner would also note that there is a pending medical malpractice action in the Greenville County Court of Common Pleas related to Mrs. Michalski's death, and the Petitioner expects that additional monies will be deposited into the estate upon settlement or trial of said action.

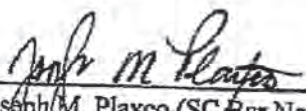
² Note that the mortgage payment is approximately \$639.76 per month

WHEREFORE, having fully pled, the Petitioner prays for an Order granting the following relief:

- A. That the Petitioner have the authority to obtain a loan or equity line from a reputable, insured banking or otherwise financial institution to obtain the funds to allow for the cleanup and restorations needed to restore the residence to a sellable and habitable condition, as set forth above;
- B. For whatever further relief the Court deems just and proper in this situation.

Respectfully submitted,

JOSEPH M. PLAXCO, LLC


Joseph M. Plaxco (SC Bar No. 100975)
707 East North Street
Greenville, South Carolina 29601
(864) 240-9112 (telephone)
(864) 232-7707 (fax)
joseph.plaxco@plaxcolaw.com

Greenville, South Carolina
Dated this 9th day of November, 2017

EXHIBIT 10

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2017-CP-23-04295

Joseph M. Plaxco as Personal Representative
of the Estate of Frances Michalski,

Plaintiff,

-VS-

Bon Secours St. Francis Health System, Inc.,
St. Francis Physician Services, Inc. and
Gregory W. San, MD.

Defendant.

**ORDER APPROVING
SETTLEMENT**

20 MAR 5 PM 2:22
PAW WICKENHOF 002 511 50

This matter is before the Court by way of a Verified Petition brought by the above named Plaintiff, pursuant to code S.C. Code Ann. § 15-51-42, for approval of the settlement of Survival and Wrongful Death claims. A hearing was held before me and the Greenville County courthouse on March 5, 2020, at which time the Plaintiff was present and represented by William L. Dodson, Jr.. The Defendants were represented by Bo Boman of Roe, Cassidy, Coates & Price. Having carefully considered the Petition, the testimony presented, and the presentations of counsel, I make the following findings of facts and conclusions of law:

I.

I find that the Plaintiff is the duly appointed Personal Representative of the Estate of Francis Michalski, and that he has the authority to settle this action, and further, that this Court has jurisdiction to approve such settlement.

II.

I find that, pursuant to the Last Will and Testament of Francis Michalski, her children, Mayra Michalski and Luis Michalski are the sole heirs of the estate. And further, Mayra

copy to all attys @ counter
Dismiss Case

1 N/A #1

Michalski and Luis Michalski are the sole beneficiaries under the South Carolina Wrongful Death Act, S.C. Code Ann. § 15-51-10 et seq.

III.

The Plaintiff is an attorney and I find that he fully understands his right to have this case tried by a jury and that approval of this settlement will end all claims of every kind and nature against the Defendants. I further find that the Plaintiff fully understands all of the provisions of the settlement, as set forth in his Petition, and that he has decided to enter into this settlement agreement freely and voluntarily in the belief that such settlement is in the best interest of the estate and the statutory beneficiaries.

IV.

I find that no medical expenses were incurred as a result of the alleged negligent act involved in this case, that no medical expenses incurred prior to the rupture of the deceased's pulmonary artery could be considered legitimate damages related to this case. I further find that no medical expenses were ever claimed as damages in this litigation, and that no medical expenses are being paid as part of this settlement. I further find that no part of this settlement represents punitive damages.

V.

I find that the settlement agreement, as set forth in the Petition, is fair and reasonable under the circumstances of this case, and is in the best interests of the estate and the statutory beneficiaries, and that such settlement agreement should be approved in its entirety, including the payment of attorney's fees and costs, both of which I find to be reasonable.

Handwritten signature and number 2

VI.

I find that it is fair and equitable to the estate and to the statutory beneficiaries that the net proceeds of this settlement, after the payment of attorney's fees and costs be allocated \$10,000.00 to the Survival Action and the balance to the settlement to the Wrongful Death Action.

Now therefore, it is Ordered as follows:

- a. The settlement agreement as set forth in the verified petition is hereby approved in its entirety, including the payment of attorney's fees and costs;
- b. The net proceeds of this settlement, after payment of the attorney's fee and costs, shall be allocated \$10,000.00 to the survival action settlement and the balance to the settlement of the wrongful death action. The amount allocated to the survival action shall be held in trust by Plaintiff's attorney pending further order of the Probate Court. The amount allocated to the wrongful death action shall be divided between and paid equally to Mayra Michalski and Luis Michalski.
- c. Upon payment of the full settlement, the Plaintiff is authorized and directed to execute a release in favor of the Defendants, their Personal Representatives successors, assigns and insurance carriers, releasing them from any and all claims arising from the death of Francis Michalski, and all matters alleged in the above captioned action.

 #3
SIGNATURE ON PAGE FOUR

2/5/20

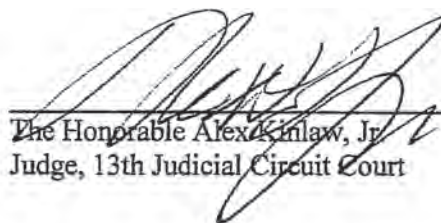

The Honorable Alex Kinlaw, Jr.
Judge, 13th Judicial Circuit Court

EXHIBIT 11



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 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329
2023 SEP 25 AM 11:26
Brice Barrett CDD BUL SC

TRULUCK THOMASON
Chadwicke L. Groover
Associate Judge of Probate
Pigeons 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
8/23

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
JMB

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
8/23

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	2013GC2300027	Case Dismissed	Adams Jackie K	1
BROWNING, JENNIFER G	GPB2012000092	ELR 80 642	2/15/2013	Greenville County	3/18/2021	
BROWNING, JENNIFER TG	GPB2014001237	3161 UnSealed	UnSealed	0/0/0000	%ms - -	
BROWNING, JENNIFER TG	GPB2014001237	JKA 04 2271	2013GC2300071	Change of Venue	Dykes Sheri	1
BROWNING, JENNIFER VIS	GPB2014001732	SD 04 114	5/9/2013	Greenville County	11/20/2014	
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
			5/28/2013	Greenville County	1/15/2016	
			UnSealed	0/0/0000	%ms - -	
			2013GC2300089	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	0/0/0000	JKA AL	
			0/0/0000	%ms - -		
			2014GC2300095	Case Dismissed	Adams Jackie K	1
			6/2/2014	Greenville County	8/20/2020	
			UnSealed	0/0/0000	%ms - -	
			2014GC2300133	Case Dismissed	Dykes Sheri	1
			8/4/2014	Greenville County	11/26/2014	
			UnSealed	0/0/0000	%ms - -	
			2015GC2300036	Guardianship	Adams Jackie K	
			3/6/2015	0/0/0000	JKA 80	
			0/0/0000	%ms - -		
			2015GC2300084	Professional Guard	Adams Jackie K	
			5/21/2015	0/0/0000	JKA PG	
			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
8/23

BROWNING, JENNIFER RES	2019GC2300140	Conservatorship	Heltsey	
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 2014ES2302412Estates- 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

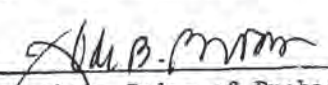

Associate Judge of Probate
Pickens County, S.C.
SEP 20 2023

EXHIBIT 12

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

In Re:
The Estate of Frances Mary Michalski,
Deceased

FILED

MAY 06 2024

Greenville County
Probate Court

IN THE PROBATE COURT

Case No.: 2016-ES-23-02077

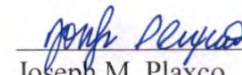
**MOTION TO
CLOSE ESTATE**

NOW COMES Joseph M. Plaxco, Personal Representative of the Estate of Frances Mary Michalski, who moves the Court to issue an Order closing the above-captioned estate.

The estate has been fully administered and all documents necessary for its closing have been filed with the Court.

This motion is respectfully submitted this 6 day of May, 2024.

By:



Joseph M. Plaxco
Personal Representative
408 North Church Street; Suite B
Greenville, South Carolina 29601
(864) 240-9112
joseph.plaxco@plaxcolaw.com

EXHIBIT 13



THE LAW OFFICES OF
TRULUCK THOMASON, LLC

3 Boyce Avenue • Greenville • SC • 29601
Phone (864) 331-1751 • Facsimile (864) 331-1751

Kimberly T. Thomason
Howard W. Anderson, III
Devon M. Puriefoy
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jessie@truluckthomason.com
john@truluckthomason.com

May 9, 2024

Joseph Plaxco
Personal Representative
408 North Church Street
Ste. B
Greenville, South Carolina 29601

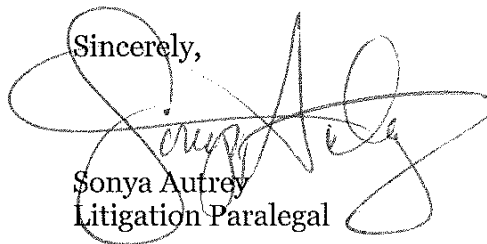
**RE: Estate of Frances Mary Michalski
2016-ES-23-02077**

Dear Mr. Plaxco:

Please find enclosed clocked copy of ***Memorandum in Opposition to Joseph M. Plaxco's, as Personal Representative of the Estate of Frances Mary Michalski, Motion to Close Estate.***

Should there be any questions, please contact our office.

Sincerely,



Sonya Autrey
Litigation Paralegal

Enclosure

COPY

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN RE:

The Estate of Frances Mary Michalski,
Deceased

FILED

MAY 09 2024

GREENVILLE COUNTY
PROBATE COURT

IN THE PROBATE COURT

C.A. No. 2016-ES-23-02077

MEMORANDUM IN OPPOSITION TO

JOSEPH

M. PLAXCO'S, AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF FRANCES MARY MICHALSKI,
MOTION TO CLOSE ESTATE

NOW COMES the heirs of Frances Mary Michalski, Luis Michalski, and Myra Michalski (hereinafter referred to as "Beneficiaries"), by and through their undersigned counsel, and files this Memorandum of Law in Opposition to Personal Representative, Joseph M. Plaxico's Motion to Close Estate.

PROCEDURAL AND HISTORY

The above referenced estate (the "Estate") has been open since 2016 with almost no activity for years. There was no effort to close this Estate until counsel for the beneficiaries notified Mr. Plaxco of her representation of the Beneficiaries related to this matter and asked for all records and documentation regarding the same, while at the same time, seeking an accounting from the former temporary guardian, Jennifer Browning, of all VA benefits received in the past and continuing under her control through the present date for Mayra Michalski. Ms. Browning has continued to control these VA benefits with no authority to do so given that the temporary guardianship was terminated by consent of the parties once the malpractice case was set to be signed off on in Greenville County Court of Common Pleas.

The Beneficiaries retained undersigned counsel for the sole purpose of getting answers, receipts, documentation and records in support of all actions taken against them initially, and then, purportedly, for their benefit through the filing of what they deem to have been a fraudulently filed *ex parte* guardianship within days of their mother's death, resulting in a fraudulently opened estate, for the purpose of fraudulently settling a wrongful death/survivor lawsuit against the hospital that

brought the guardianship action to gain control over the adult children of the 57 year old patient who died when the hospital's physician over inflated a balloon during a routine scheduled heart cath resulting in her bleeding out in two (2) minutes on the hospital's table. It is especially telling that no one questioned within the ex parte process why a hospital would move for a guardianship over adults who had never been its patients.

Furthermore, the Beneficiaries, who received nothing from the Estate's payout on the survivorship action, were never informed that the hospital that caused their mother's death had also been the party who upended their lives further by seeking the appointment of a guardian who was ultimately paid for by the same hospital. In fact, Luis Michalski was told that his mother had retained these parties prior to his death to do these things. The Beneficiaries were not informed that they had a right to counsel of their own choosing. They were threatened that they would be subjected to police being called if they did not acquiesce to the court appointed oversight of every minute of their daily lives.

No one questioned how a young man, Luis, who was driving himself back and forth to college classes and had been for years was suddenly temporarily found to be fully incapacitated and no longer entitled to do anything on his own all because a hospital moved for an ex parte guardianship over adults it had zero relationship with. No one questions that the ex parte guardianship was at the recommendation partially of a psychologist who worked for it. This move ultimately resulted in him being made a ward of the state committed to a DSS home despite an eventual finding that he was not incapacitated. Nor did any question how an adult young woman, Mayra, who was active, had a boyfriend (who she is now married to and has three children with), and worked a job was subjected to threats and bullying by the guardian appointed by the hospital who killed her mother (based on a diagnosis of bi-polar no less), forced out of her home to live

with her boyfriend and forced to walk to work to make \$12 an hour with zero accounting for the money she should have been entitled to without the unnecessary thousands paid to professionals who sought nothing more than to protect the hospital.

The Beneficiaries maintain that this was all done to ensure that neither of them would serve as Personal Representative of the Estate to prevent them from managing the action against the hospital, hiring their own counsel, or understanding the facts of what really happened to their mother before a significantly reduced settlement (\$150,000 of which they received a small portion) could be agreed to without their input and without their full knowledge of the facts. Beneficiaries will now seek to set aside the Settlement Agreement entered by Mr. Plaxco as Personal Representative of the Estate, to investigate the questionable circumstances surrounding the sale of their home in a single day, without public advertisement or marketing, for over a hundred thousand dollars under fair market value, and to determine what happened to both vehicles and the money realized from any sale or transfer of either or both of them. It is also the Beneficiaries' understanding that the Guardian ad litem in the case facilitated the sale of the home to an interested party, although further documentation is necessary to confirm this as a fact.

ARGUMENT

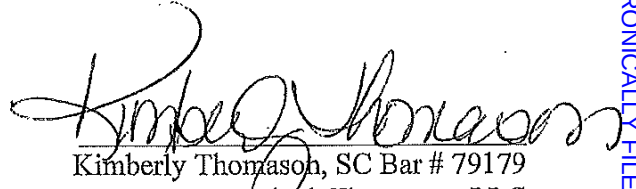
There is much to do still in the Estate before final distributions can be formally signed off on once a full and complete accounting, with necessary support documentation, has been provided to the Beneficiaries so that they can then make informed decisions as to whether they have truly received all that they are entitled to in this case. To determine that, the Beneficiaries are entitled to determine if the expenses of the Estate, as represented in the accounting, are, in fact, true and accurate, or were caused by the alleged incidents of fraud on the court, in the Estate case, in the Guardianship/Conservative case, and in the Common Pleas case. The South Carolina Probate

Code and the relevant case law recognize the circumstances upon which an Estate should be opened and the circumstances under which it is not finalized for closure. One such example of when an estate should remain open is when there are questions yet to be answered prior to a final determination regarding final distributions. See Smith v. Lawton, 435 SC 179 (2021). Also, an action is going to be brought on the Estate's behalf that will likely result in a significant increase in the value of the Estate. Finally, the facts of this matter require that the Probate Court allow a complete and thorough accounting of all funds received into the Estate and paid out of the Estate, the circumstances surrounding each, and the documentation provided to support the same. The Estate is not ready to be closed, there should be no hurry at this point given how long the Personal Representative waited, almost 8 years, to even bring such a motion to close except to avoid the exact investigation and claims the Beneficiaries are seeking to make, and closing it at this point only to have the Beneficiaries forced to reopen it would be a waste of judicial resources, time and costs to the Beneficiaries.

CONCLUSION

The Motion to Close the Estate should be denied because there are legitimate questions regarding the receipts to the Estate, the settlement of the survivor action, the payment of guardianship fees from the Estate, the sale of the home, the sale of the cars, the payment of professionals, and certain specific payments to the professionals from the Estate for all actions, including the Estate, the Guardianship, and the Common Pleas actions.

Respectfully submitted,
This 9th day of May, 2024



Kimberly Thomason, SC Bar # 79179

Truluck Thomason, LLC

3 Boyce Avenue

Greenville, SC 29601

Phone: (864) 331-1751

Kim@truluckthomason.com

Attorneys for Heirs

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

EXHIBIT 14

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

FILED

Case No.: 2016-ES-23-02077

MAY 14 2024

In Re:

The Estate of Frances Mary Michalski,
DeceasedGreenville County
Probate Court**REPLY TO MEMORANDUM IN
OPPOSITION OF MOTION TO CLOSE
ESTATE**

The Personal Representative of the above-referenced estate, Joseph M. Plaxco, hereby replies to the Memorandum in Opposition to Joseph M. Plaxco's, as Personal Representative of the Estate of Frances Mary Michalski, Motion to Close Estate.

Mr. Plaxco respectfully reiterates his position that the Court should issue an order closing the Estate of Frances Mary Michalski, Greenville County Probate Court file number 2016-ES-23-02077. As set forth in the Motion, the estate has been fully administered and all documents necessary for closing it have been filed.

First and foremost, in addition to filing a full and comprehensive accounting, both Mayra Michalski (hereafter "Mayra") and Luis Michalski (hereafter "Luis") have executed Receipts and Releases and Waivers of Statutory Requirements, which are attached as **Exhibit A**. These documents were signed by Luis and Mayra in 2022.

In reply to the allegations contained in Ms. Thomason's Memorandum, the Personal Representative draws the Court's attention to direct rebuttal of numerous items, including the following:

Efforts to Close Estate

The allegation that there was no effort to close the estate until Ms. Thomson gave notice of her representation is not true. Since mid to late 2022, the Personal Representative has made

efforts to close the estate. Just prior to Judge Groover's installation, Ms. Kim Campos-Ivey, then clerk to Judge Faulkner, was working to close the estate file. It appears that during the transition period in which Judge Groover took office and Ms. Campos-Ivey resigned from the Court, the estate file became lost in the shuffle. In fact, on at least one occasion, in June 2023, the Personal Representative emailed Ms. Suzette Jordan, the clerk who filled Ms. Campos-Ivey's position, inquiring into the status of the estate's closing order. In that email, attached hereto as **Exhibit B**, the Personal Representative recalls having never received a closing order and asks Ms. Jordan to check on its status. Additionally, in his comings and goings to and from the Court, the Personal Representative made other in-person inquiries into the same. Long before there was any inkling of Ms. Thomason being associated with the estate, the Personal Representative and Ms. Jordan discussed the matter and Ms. Jordan expressed her intentions of closing the estate.

The Alleged "*Ex Parte*" Guardianship

Throughout her Memorandum, Ms. Thomason states that the guardianships for Luis and Mayra were *ex parte*. A simple review of the Probate Court's files reveals that no *ex parte* orders were ever issued.

Though he was not directly involved with or otherwise associated with the guardianship actions for Luis and Mayra, as charged with administering the estate, the Personal Representative's position intertwined with the court-appointed professional guardian, Ms. Jennifer Browning (hereafter "Ms. Browning), as well as Luis and Mayra's guardians ad litem and court appointed counselors. According to the Personal Representative's recollection, which is also consistent with the Court's files, there was never an *ex parte* order issued in any matter involving Luis or Mayra, particularly in connection with the guardianship actions. It is clear

from the Court's Order dated August 15, 2016, wherein Ms. Browning was appointed as Luis and Mayra's temporary guardian, that both Luis and Mayra attended the temporary hearing. A copy of the August 15, 2016 Order is attached to this Reply as **Exhibit C**. Contrary to what Ms. Thomason has alleged, not one single order was submitted and filed where notice was not given to all interested parties. Luis and Mayra were well informed of the guardianship actions and their inner workings as the legal process unfolded, and they had a full opportunity to participate in them.

The Opening of the Estate and Appointment of Personal Representative

Ms. Thomason alleges that the estate was "fraudulently opened." This is not so. By way of the August 15, 2016 Court Order, Mayra and Luis's guardians ad litem and court appointed counselors were "directed to pursue opening the Estate of Frances Michalski." Prior to September 2, 2016, the undersigned was approached by the guardians ad litem and court appointed counselors asked if he would be willing to serve as Personal Representative of Ms. Michalski's estate. He agreed to serve as requested. On September 2, 2016, both Mayra and Luis signed Renunciations wherein they each renounced their right to serve as Personal Representative and they waived bond in favor of the undersigned. The Renunciations are attached hereto as **Exhibit D**.

The Probate Court entered an Order of Informal Appointment on that same date and Fiduciary Letters were simultaneously issued. Moreover, as evidenced by the Proof of Delivery filed October 12, 2016, Mayra and Luis were each properly served with the Information to Heirs and Devisees on October 10, 2016.

There has never been any action by anyone seeking to remove the Personal

Representative, nor has there been any action to restrain his performance. In fact, up until now, almost eight (8) years since his appointment, no one has ever questioned the Personal Representative or his actions.

Finding of Incapacity and Protective Order

Ms. Thomason alleges that the Court made a finding of incapacity as to Mayra and Luis. This is a false statement. Despite the medical documentation in the Courts' file, which did in fact opine that Luis and Mayra were incapacitated, the Court explicitly found in the August 15, 2016 Order that neither of them were incapacitated. Instead, the Court found it was necessary to enter a protective order to assist Mayra and Luis with achieving their maximum independence. As such, the Court appointed Ms. Browning as their temporary guardian. Reference is hereby made to the August 15, 2016 Order for detail.

Ms. Thomason also maintains that "the guardianship was at the recommendation of a psychologist who worked for it [Bon Secours St. Francis]." This statement is negated by the fact that pursuant to the process and requirements of Article 5 of the Probate Code as it existed at the time, independent examiners were appointed to examine and assess Luis and Mayra. The Court appointed Dr. Palmira S. Snape, M.D. and Tracy Parsons as Luis and Mayra's physician and examiner, respectively. See the Orders Appointing Physician/Examiner as **Exhibits E**. Dr. Snape and Ms. Parsons have never had any affiliation with Bon Secours St. Francis.¹ Dr. Snape's and Ms. Parson's Reports are attached as **Exhibit G**.

¹ The Personal Representative acknowledges that the guardianship files contain a statement from a clinical psychologist with Bon Secours St. Francis. However, said statement was provided in addition and supplemental to the Reports of Dr. Snape and Tracy Parsons, who were specifically appointed by Order of the Court. The clinical psychologist's statements are attached as **Exhibit F**.

Hiring of Professionals Prior to Ms. Michalski's Death

Ms. Thomason appears to allege that Luis Michalski had the impression that his mother retained the various lawyers and professionals involved in the guardianship action before she even died. The memorandum states, in pertinent part, "In fact, Luis Michalski was told that his mother retained these parties prior to his [sic] death to these things." Notwithstanding that there is serious doubt that anyone told Luis anything to this effect, it simply makes no sense. Is Ms. Thomason suggesting that Ms. Michalski anticipated her untimely and unforeseen death?

The Sale of the Michalski Home at 48 Maravista Avenue

Ms. Thomason calls into question the sale of the Michalski home, its sales price, and the method of its sale. Luis moved out of the home and to Conway in early 2017 to enter into a program with the South Carolina Department of Disabilities and Special Needs ("SCDDSN").² After Luis moved out of the home, without giving notice to anyone, Mayra moved out of the home and moved in with her boyfriend, the father of her children. Contrary to Ms. Thomason's allegation, Mayra was in no way "forced" to move out of the home.

The Michalski home was in deplorable condition when Mayra moved out. In addition to dirty cookware and spoiled food throughout, including inside the kitchen and bathroom cabinets, Mayra abandoned the family dog, Sandy. For approximately six (6) to eight (8) weeks, Sandy remained inside the home, confined to the interior and left with nowhere to use the bathroom. Apparently, Mayra would visit Sandy once a week and leave her a bucket full of dog food.

² Ms. Thomason states in the Memorandum that Luis became a "ward of the state committed to a DSS home." This is a factually inaccurate. Luis was placed in a program through SCDDSN, which he entered into freely, willingly, and completely on his own. Luis was excited to enter the program where he would live independently with limited supervision, learn vocational skills, and have the ability to enter college. (During the course of the temporary guardianship, Luis was forced to resign from Greenville Technical College for alleged misconduct towards a female student. This was an ordeal Ms. Browning and the Personal Representative dealt with accordingly.)

By the time the Personal Representative became aware of the situation, when he came to personally mow the lawn and tend to the yard, the home was infiltrated with Sandy's feces and urine. Sandy had chewed up and eaten the furniture. Photographs of the home and its condition are attached as **Exhibit H**. To restore the home for a sale, the Personal Representative was forced to file a Summons and Petition seeking authority to obtain a secured loan in order to hire a professional cleaning service to remediate the damages. The motion included a variety of online estimates for the value of the home ranging from approximately \$125,000.00 to \$173,000.00. The Petition and its exhibits are attached hereto as **Exhibit I**. The Court granted the relief sought in the Petition, taking into account the online estimates which accompanied it. Restoration of the home included discarding its contents, removing the carpet, sealing the cement floors, painting all interior walls, and installing new carpet.³

When the Personal Representative was initially appointed, no Last Will and Testament of Ms. Michalski had been identified or known. However, subsequent to his appointment, Ms. Michalski's Will from 2009 was found while the home was being cleaned in 2018.⁴ The Personal Representative became concerned because absent a will, he had no authorization to sell the home without Court approval, whereas with a will, so long as it contained the proper language and enumerated powers, court authorization to sell was not required. In order to resolve his concern, the Personal Representative met personally with certain Probate Court staff, who, upon information and belief, consulted with Judge Faulkner. A review of Ms. Michalski's Will in

³ The Personal Representative would note that because of minimal funds, he was able to strike a deal with Brooks Flooring wherein Brooks agreed to the purchase and installation of carpet for the entire home with no payment due until after the home sold.

⁴ The primary beneficiaries of the Will were Mayra and Luis and the primary personal representative and successor personal representative named in the Will were both deceased.

this specific case determined that Court authorization to sell the home was not required.

To alleviate the payment of the empty home's expenses, and to prevent it from going into foreclosure since there were no estate funds to pay the mortgage, the Personal Representative hired Ross Bryson, a licensed real estate agent with Century 21, to market and list the home. Attached as **Exhibit J** is a copy of the brokerage contract and the listing agreement is attached as **Exhibit K**. The home was listed for \$153,000.00, a price which coincided with the Comparative Market Analysis. The Comparative Market Analysis attached as **Exhibit L**. Though the market in Greenville in 2018 was not as high as it is today, it was not weak. The home sold for exact asking price within one day of listing to a buyer willing to pay cash.

There is no merit to Ms. Thomason's allegation that the home sold for \$100,000.00 less than its fair market value. There is also no evidence to support her allegation that the sale was orchestrated as an inside deal. Market conditions dictated the quick sale of the home, its price, and the fact that the buyer paid cash. No one involved in the Michalski estate or the guardianship had any affiliation whatsoever with the purchaser of the home.

The Medical Malpractice Lawsuit Against Bon Secours St. Francis Hospital

In her Memorandum, Ms. Thomason avers that the settlement agreement reached between Ms. Michalski's estate and Bon Secours St. Francis was a sham. There is nothing farther from the truth.

The Personal Representative retained independent counsel, William L. Dodson, Jr., to pursue legal action against Bon Secours St. Francis in connection with Ms. Michalski's tragic death. Mr. Dodson is a highly respected plaintiff's attorney who has been practicing law for over forty (40) years. He is well known throughout the Upstate for his experience and high success

rate, particularly in the field of legal medical malpractice. He is highly competent. A copy of his biography is attached hereto as **Exhibit M**.

The medical malpractice litigation surrounding Ms. Michalski's death was complex and lengthy. It lasted for three (3) years, beginning in early March 2017 with the filing of the Notice of Intent to File Suit, and ending in early March 2020 when the Greenville County Court of Common Pleas issued its order approving a settlement reached in mediation.

As the medical malpractice lawsuit progressed forward, various factors threatened the chances of a successful result. The Personal Representative understands that Ms. Michalski was overweight and as related to the subject medical procedure, she had several underlying preexisting conditions. It is well known throughout the legal community that medical malpractice claims are intricate and difficult. According to at least one large scale study and as published in the National Library of Medicine, National Institute of Health, U.S. Department of Health and Human Services, physicians win 80% to 90% of jury trials involving weak evidence of medical negligence, physicians win 70% of jury trials in borderline cases, and physicians win 50% of cases that have strong evidence against them. (Phillip G. Peters, J.D., Twenty Years of Evidence on the Outcomes of Malpractice Claims, Clinical Orthopedics and Related Research, 467(2), 357 (Feb. 2009)).⁵

The Personal Representative had full authorization to initiate the medical malpractice legal action, as well as full authorization to settle it. Additionally, the Personal Representative had a duty to the estate and to Luis and Mayra to use reasonable judgment in deciding his course of action, whether to proceed to trial or settle privately. Based upon the advice of Mr. Dodson,

⁵ Available online at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2628515/>

whom the Personal Representative highly trusts and respects, he came to the conclusion that settlement in the amount of \$150,000.00 was sound and just, both legally and practically, in consideration of the myriad of factors involved and the defects that were discovered as the litigation was pending.

On March 5, 2020, the Honorable Alex Kinlaw of the Greenville County Court of Common Pleas approved the settlement pursuant to South Carolina Code 15-51-41. See the Order Approving Settlement attached hereto as **Exhibit N**. Luis and Mayra accepted the monies they were entitled to as the wrongful death beneficiaries under South Carolina Code 15-51-20 in early 2020 from Mr. Dodson's law office.

The Disposition of Ms. Michalski's Vehicles

In the Memorandum, Ms. Thomason raises concerns of the disposition Ms. Michalski's two vehicles. These concerns are without merit.

When she died, Ms. Michalski had two (2) vehicles titled in her name: a 2001 Subaru and a 2009 Smart Fortwo car. The Subaru was Ms. Michalski's primary vehicle, and the Smart car was Luis's vehicle. The Subaru was owned outright and monthly installment payments were owed on the Smart car.

The Personal Representative sold the Subaru to a third party, a one Anna Nafzinger, on May 11, 2017 for \$4,750.00. The Personal Representative had legal authorization to enter into this transaction under South Carolina Code 62-3-711(b). The Personal Representative gave the sale of the Subaru great thought and researched appropriate values given the car's physical condition and mileage. There was nothing inappropriate about the sale of the Subaru and it was

most certainly an arm's length transaction.⁶

As to the Smart car, just after Ms. Michalski died, Luis did not have adequate funds to make its monthly payments to Car Max. The estate did not have adequate funds either. After much discussion with Ms. Browning and Luis himself, the Personal Representative decided, and Luis agreed, that the Smart car would have to be returned to Car Max in lieu of being repossessed. Luis was disappointed, and rightfully so. However, the parties had to make a determination as to the priority of expenses and, unfortunately, retaining the Smart car was not a valid or reasonable option under the circumstances. Luis personally accompanied the Personal Representative and the Personal Representative's mother, who assisted with the return of the Smart car to Car Max in early 2017. A copy of the Acknowledgement of Voluntary Surrender of Collateral from Car Max is attached hereto as **Exhibit O**.

Conclusion

The Memorandum is full of false, inaccurate statements, the bulk of which can be disproved by a quick reading of the estate and guardianship files contained in the Probate Court. If Ms. Thomason is going to be successful in getting any of the relief she mentions in her Memorandum, she has many court orders to overturn and must question the integrity of many judges, lawyers, and professionals.

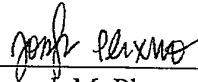
This estate is overdue for closing. The Personal Representative has fully administered the estate and he has filed all necessary closing paperwork, including an accounting. Mayra and

⁶ In addition to the need for liquid assets to support the running expenses of the estate and to maintain shelter and necessities for Luis and Mayra, possession of the Subaru had become a liability to the estate. Although the only known keys to the car had been taken from the Michalski home, somehow or another, Mayra had managed several times to drive it, despite that the car was no longer insured and Mayra did not have a driver's license.

Luis have signed off on receipts acknowledging they have received all assets of the estate which they are entitled to and they have each released the Personal Representative.

WHEREFORE, the Personal Representative prays that the Court issue an Order closing the estate.

Respectfully submitted,



Joseph M. Plaxco, Personal Representative
408 North Church Street; Suite B
Greenville, South Carolina 29601
(864) 240-9112
joseph.plaxco@plaxcolaw.com

Dated this 14th day of May, 2024
Greenville, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

FILEDWAIVER OF STATUTORY REQUIREMENTS
& BENEFICIARY RECEIPT/RELEASE

IN THE MATTER OF:

FRANCES MARY MICHALSKI

OCT 25 2022

CASE NUMBER: 2016-ES-23-02077

(Decedent)

**GREENVILLE COUNTY
PROBATE COURT**

JOSEPH M. PLAXCO

Personal Representative/Successor

I acknowledge that the South Carolina Probate Code requires the Personal Representative (or any Successor) to file a full accounting in writing of his/her administration of the above estate, a proposal for distribution of assets not yet distributed, and proof that a notice of right to demand hearing have been sent to all interested persons, unless waived pursuant to §62-3-1001(e).

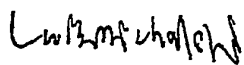
This is to confirm that I voluntarily agree to relieve the Personal Representative (or any Successor) from the statutory duty of filing and the statutory duty of providing copies to me of these closing documents and hereby waive these statutory requirements.

I acknowledge receipt from the Personal Representative of all assets which I am entitled to inherit.

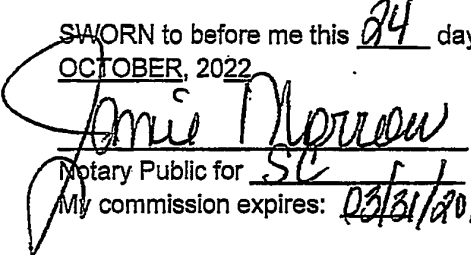
Optional: List item(s) received ALL ASSETS TO WHICH I AM ENTITLED TO INHERIT

In consideration of my distribution, I release and forever discharge the Personal Representative and the Estate from any and all rights and claims which I have against the Estate.

Executed this 24 day of OCTOBER, 20 22.

Recipient Signature: Print Name: LUIS MICHALSKI

SWORN to before me this 24 day of
OCTOBER, 2022


Notary Public for SC

My commission expires: 03/31/2032

STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF GREENVILLE

FILED

NOV 10 2022

IN THE MATTER OF:

WAIVER OF STATUTORY REQUIREMENTS
& BENEFICIARY RECEIPT/RELEASE

FRANCES MARY MICHALSKI GREENVILLE COUNTY

PROBATE COURT

CASE NUMBER: 2016-ES-23-02077

(Decedent)

JOSEPH M. PLAXCO

Personal Representative/Successor

I acknowledge that the South Carolina Probate Code requires the Personal Representative (or any Successor) to file a full accounting in writing of his/her administration of the above estate, a proposal for distribution of assets not yet distributed, and proof that a notice of right to demand hearing have been sent to all interested persons, unless waived pursuant to §62-3-1001(e).

This is to confirm that I voluntarily agree to relieve the Personal Representative (or any Successor) from the statutory duty of filing and the statutory duty of providing copies to me of these closing documents and hereby waive these statutory requirements.

I acknowledge receipt from the Personal Representative of all assets which I am entitled to inherit.

Optional: List item(s) received ALL ASSETS TO WHICH I AM ENTITLED TO INHERIT

In consideration of my distribution, I release and forever discharge the Personal Representative and the Estate from any and all rights and claims which I have against the Estate.

Executed this 10 day of NOVEMBER, 20 22.

Recipient Signature: Mayra MichalskiPrint Name: MAYRA MICHALSKI

SWORN to before me this 10 day of
NOVEMBER, 2022

Janice Morrow
Notary Public for South Carolina
My commission expires: 03/31/2032

Exhibit B



From: Joseph Plaxco joseph.plaxco@plaxcolaw.com
Subject: The Estate of Frances Mary Michalski (2016-ES-23-02077)
Date: June 12, 2023 at 7:42 PM
To: Jordan, Suzette SJordan@greenvillecounty.org

Hi, Suzette. Right before Kim Campos-Ivey left, in early December 2022, I filed with her all the closing documents for the Estate of Frances Mary Michalski, of which I am the Personal Representative. The two sole heirs of the estate, as well as I, filed a Waiver of Statutory Filing Requirements. Though it wasn't required because of the Waivers, I filed a Final Accounting as well. I also filed the Affidavit of Distribution of Personal Property and Application for Settlement.

I was thinking about it earlier, and I don't recall ever receiving a closing order. It doesn't appear from the online records that it has been closed either. Do you mind checking into the status of that estate?

Thanks so much. Call or email if you have any questions.

Joseph

Joseph Plaxco
Joseph M. Plaxco, LLC
408 North Church Street; Suite B
Greenville, South Carolina 29601
(864) 240-9112 (telephone)
(864) 233-3750 (facsimile)
joseph.plaxco@plaxcolaw.com

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Exhibit C

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE PROBATE COURT

FILED

AUG 15 2016

GREENVILLE COUNTY
PROBATE COURT

In Re: Mayra Michalski)
Protected Person)

CASE NO. 16GC2300125

And)
In Re: Luis Michalski)
Protected Person)

CASE NO. 16GC2300126

Bon Secours St. Francis Health)
System)
Petitioner)

PROTECTIVE ORDER
(temporary)

vs.)

Mayra Michalski)
Luis Michalski)

Respondent(s))

Date of hearing: July 26, 2016
Presiding Judge: Caroline M. Horlbeck
Attorney(s): R. O'Neil Rabon, Jr. on behalf of Petitioner
William D. Fore as court appointed counsel and *guardian ad litem* for
Mayra Michalski
R. Frank Plaxco as court appointed counsel and *guardian ad litem*
For Luis Michalski

This matter was initiated upon the filing of a Petition for the appointment of a permanent Guardian for Mayra and Luis Michalski (individually, "Mayra" and Luis" and together, the "Respondents"). Petitioner also moved for the appointment of a temporary Guardian.

A temporary hearing was held in the Probate Court for Greenville County. Present was the Petitioner, represented by R. O'Neil Rabon, Jr.; Luis Michalski represented by Mr. R. Frank Plaxco; and Mayra Michalski, represented by William D. Fore.

Based on the Petition, Affidavit of Dr. Palmira Snape and other supporting documentation regarding Mayra and Luis Michalski, the testimony presented and the statements and information provided by counsel, this Court makes the following findings of fact:

1. The Respondents are residents of Greenville County and South Carolina is their home state. Specifically they reside at 48 Maravista Avenue, Greenville, South Carolina, 29617.
2. Jurisdiction over the subject matter and the parties is proper.
3. Mayra Michalski has a borderline Intelligence Quotient (IQ). She has no South Carolina driver's license or identification card. She has not been treated medically for several years and has dental issues, including an abscessed tooth. The results of her Health and Safety Test indicate her awareness of necessary safety skills falls in the low range of functioning. K-Snap testing reveals her neuropsychological functioning falls in the Lower Extreme. Her Mini Mental Status Exam (MMSE) results were average for her age. There was no presence of impairment in the areas of orientation, attention, working memory, registration, immediate recall, language or visuospatial skills. She reports that she has earned a GED.
4. Luis Michalski is diagnosed with an Autistic disorder. He has a South Carolina driver's license and is enrolled in Greenville Technical College. His Mini Mental Status Exam (MMSE) was average for his age. There was no presence of impairment in orientation, attention, working memory, registration, immediate recall, language or visuospatial skills. His Health and Safety Test indicates his awareness of necessary safety skills falls in the extremely low range of functioning. K-Snap testing reveals his neuropsychological functioning falls in the Lower Extreme.
5. Both Respondents suffer from social and environmental deprivation as diagnosed by Dr. Palmira Snape. Neither Respondent had been assessed for independent living skills at the time of this hearing.

6. Pursuant to S.C. Probate Code Section 62-5-304 the development of maximum self-reliance and independence of Respondents is fundamental and the Court may make appointive and other orders only to the extent necessitated by Respondents' mental and adaptive limitations.

7. Based on the evidence in the record, the Court finds neither Respondent is incapacitated at this time. However, the evidence does indicate a need for a Protective Order to assist Respondents in achieving maximum independence given their medical and social history.

8. Jennifer Browning is a well-known professional having served in various fiduciary capacities for this Court. I find she is an appropriate and well qualified person to serve as temporary Guardian for Mayra and Luis.

Based on the foregoing findings of fact, I conclude and Order as follows for the purposes of a temporary Order:

1. Respondents are in need of protection and assistance and a temporary Protective Order is necessary and appropriate under the circumstances.

2. Under this Protective Order, Jennifer Browning is appointed as temporary Guardian to exercise such authority as needed for the protection and welfare of Mayra and Luis Michalski, specifically to provide for their protection while also allowing each of them to exercise independent decision making over matters within their cognitive and functional abilities.

3. Mrs. Browning, in the capacity as temporary Guardian, has full authority to obtain any and all medical records related to Mayra and Luis Michalski.

4. The temporary Guardian shall be entitled to the release of all individually identifiable health information and medical records, without restriction including, but not limited to, diagnostic, treatment, other health care, and related insurance and financial records and

information associated with any part, present, or future physical or mental health conditions including, but not limited to, diagnosis or treatment of HIV/AIDS, sexually transmitted diseases(s), mental illness, and/or drug or alcohol abuse and any written opinions relating to Mayra and Luis Michalski's health that the temporary Guardian may request from any health care facility or provider. Without limiting the generality of the foregoing, this release authority applies to all health information and medical records governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320d and 45CFR 160-164.

5. This appointment of a temporary Guardian is for a period of time not to exceed 180 days from the date of this hearing.

6. William D. Fore and R. Frank Plaxco as counsel for Mayra and Luis respectively, are authorized to search for existence of any assets available to their clients and to enter into negotiations with any person in consequence of the recent death of their mother. For these purposes, each of them shall have full authority to demand and receive all medical records relating to her physical condition, medical treatment and death.

7. William D. Fore and R. Frank Plaxco are directed to pursue opening the Estate of Frances Michalski.

8. The temporary Guardian shall arrange for psychological and cognitive and other testing to determine Respondents' ability to learn independent living skills and arrange for services that will promote maximum independence.

9. At the final hearing, the temporary Guardian shall insure that all test results and other evidence is available in order for the Court to issue a final Order as to the issue of incapacity. Further, the temporary Guardian and Counsel for Respondents should be prepared to

CA# 403

recommend whether or not these actions should be dismissed or whether the Court should enter an Order for permanent general guardianship or limited guardianship.

IT IS SO ORDERED.

August 15, 2016

Carline M. Horlbeck
Caroline M. Horlbeck
Associate Probate Judge
Greenville, South Carolina

CH# 585

Exhibit D

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE PROBATE COURT

IN THE MATTER OF:
FANCES MARY MICHALSKI
(Decedent)

**RENUNCIATION OF RIGHT TO ADMINISTRATION
AND/OR NOMINATION AND/OR WAIVER OF BOND**

CASE NUMBER: 2016-ES-23-02077

By renouncing my right to serve as Personal Representative, I am informing the Court that I do not want to be the Personal Representative to administer the estate. I am not giving up any interest in the estate or inheritance rights by signing this document.

FILED

The undersigned hereby (check all that apply):

SEP - 2 2016

☐ renounces his/her right to serve as Personal Representative of the above-captioned estate.

**GREENVILLE COUNTY
PROBATE COURT**

☒ renounces his/her right to serve as Personal Representative of the above-captioned estate so long as the following nominee serves as Personal Representative:

Name: JOSEPH M. PLAXCO
Address: 707 E. NORTH STREET
GREENVILLE, SC 29601

☒ agrees to waive bond for the person(s) nominated above.

I understand this is effective only to the extent the law allows for nomination and waiver of bond.

Executed this 2 day of SEPTEMBER, 2016.

SWORN to before me this 2 day of
SEPTEMBER, 2016

Notary Public for South Carolina

My commission expires: 10/24/16

Signature: *Mayra Michalski*

Print Name: MAYRA MICHALSKI

Address: 48 MARAVISTA AVENUE
GREENVILLE, SC 29617

Telephone (Work): N/A

(Home): (864)

(Cell): N/A

Email: N/A

Relationship to Decedent/Estate: DAUGHTER

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF:
FANCES MARY MICHALSKI
(Decedent)

IN THE PROBATE COURT

**RENUNCIATION OF RIGHT TO ADMINISTRATION
AND/OR NOMINATION AND/OR WAIVER OF BOND**

CASE NUMBER: 2016-ES-23- 02077

FILED

SEP - 2 2016

GREENVILLE COUNTY
PROBATE COURT

By renouncing my right to serve as Personal Representative, I am informing the Court that I do not want to be the Personal Representative to administer the estate. **I am not giving up any interest in the estate or inheritance rights by signing this document.**

The undersigned hereby (check all that apply):

- ☐ renounces his/her right to serve as Personal Representative of the above-captioned estate.
- ☒ renounces his/her right to serve as Personal Representative of the above-captioned estate so long as the following nominee serves as Personal Representative:

Name: JOSEPH M. PLAXCO
Address: 707 E. NORTH STREET
GREENVILLE, SC 29601

- ☒ agrees to waive bond for the person(s) nominated above.

I understand this is effective only to the extent the law allows for nomination and waiver of bond.

Executed this 2 day of SEPTEMBER, 2016.

SWORN to before me this 2 day of
SEPTEMBER, 2016

William D. Row
Notary Public for South Carolina
My commission expires: 10/24/16

Signature: Luis Michalski
Print Name: LUIS MICHALSKI
Address: 48 MARAVISTA AVENUE
GREENVILLE, SC 29617
Telephone (Work): N/A
(Home): (864)
(Cell): N/A
Email: N/A
Relationship to Decedent/Estate: SON

Exhibit E

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE COURT

IN THE MATTER OF LUIS MICHALSKI

FILED

CASE NUMBER 16GC230 _____

JUL 22 2016

16 - 2300126

GREENVILLE COUNTY
PROBATE COURT

ORDER APPOINTING PHYSICIAN/EXAMINER

Upon reading the petition in the above matter, I hereby appoint _____ PALMIRA SNAPE, MD _____

_____ and _____ TRACY PARSONS _____

who are directed to report to this Court their findings as to the person's mental and physical condition, and
their opinion as to the need for a guardian and/or conservator to be appointed.

Executed this 22nd day of July, 2016

Caroline M. Horlbeck

CAROLINE M HORLBECK, ASSOC. PROBATE JUDGE

NOTE TO EXAMINER:

Section 62-5-101 states: "Incapacitated person means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause (except minority) to the extent that (s)he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property."

FORM #533PC (1/91)
62-5-303, 62-5-407

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

PROBATE COURT

IN THE MATTER OF MAYRA MICHALSKI

FILED

CASE NUMBER

16GC230

16-2300125

JUL 22 2016

GREENVILLE COUNTY
PROBATE COURT

ORDER APPOINTING PHYSICIAN/EXAMINER

Upon reading the petition in the above matter, I hereby appoint Palmira Snape, MD

and Tracy Parsons

who are directed to report to this Court their findings as to the person's mental and physical condition, and their opinion as to the need for a guardian and/or conservator to be appointed.

Executed this 22nd day of July, 2016

Caroline M. Horlbeck

CAROLINE M. HORLBECK, ASSOC. PROBATE JUDGE

NOTE TO EXAMINER:

Section 62-5-101 states: "Incapacitated person means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause (except minority) to the extent that (s)he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property."

FORM #S33PC (1/91)
62-S-303, 62-S-407

Exhibit F



JOHN SECOLO JR.
CLERK OF THE DISTRICT COURT

16 - 2300125

FILED

JUL 22 2016

GREENVILLE COUNTY
PROBATE COURT

CONFIDENTIAL PSYCHOLOGICAL EVALUATION

Name: Mayra Michalski DOB: 9-8-1992 Date of Evaluation: 7/20/2016

Duration of Evaluation: 120 minutes / 2 hours

Diagnosis: ICD-10-CM: Q86.0 Fetal Alcohol Syndrome / DSM-5: 315.8 Neurobehavioral Disorder
Associated with Prenatal Alcohol Exposure

Reason for Evaluation: Ms. Mayra Michalski was referred for evaluation to evaluate her capacity for independent decision-making.

Measures: Review of Home Assessment by Carrie Woodall, MS/LPC, Clinical Interview, Mini-Mental Status Examination (MMSE), Health and Safety Subtest of the Independent Living Skills, and Kaufman Short Neuropsychological Assessment Procedure (K-SNAP)

Clinical Interview: Ms. Michalski was alert during today's evaluation. Her eye contact was appropriate. She was not wearing eyeglasses or a hearing aid. Rapport was easily established and maintained. Hallucinatory activity was denied. History of psychiatric hospitalization was denied. History of depressive episodes, panic responding, and self-injurious behaviors were denied. Patient reported that she dropped out of high school due to emotional abuse from peers. She claims to have earned a GED. Ms. Michalski indicated that reading is very important to her as a coping skill. Since her mother's death, she has attempted to cook and engage in other timed tasks, but acknowledged, "its really really tough!". Medical history positive for seasonal allergies.

Results: Ms. Michalski's MMSE was average for her age. There is no presence of impairment in the areas of orientation, attention, working memory, registration, immediate recall, language, or visuospatial skills. However, patient's Health and Safety Test indicates that compared to same-age peers, her awareness of safety skills needed to avoid dangers and respond to medical and environmental emergencies falls in the Low range of functioning. She does not verbalize proper measures to take if she smells a gas leak (i.e. "I don't know what gas smells like"). K-SNAP testing reveals that her neuropsychological functioning falls in the Lower Extreme when compared to same-age peers. She has great difficulty with abstract concepts.

Conclusion: On the basis of the current evaluation, Ms. Mayra Michalski lacks capacity for independent decision-making, and, lacks the necessary functional skills and awareness to keep herself safe when unsupervised. It is recommended that the issue of guardianship be explored by an appropriate court of law.

E. Joseph Paciarella, Psy.D.

Clinical Psychologist

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329



BON SECOURS
SULLY HEALTH SYSTEM

16-2300126

FILED

JUL 22 2016

GREENVILLE COUNTY
PROBATE COURT

CONFIDENTIAL PSYCHOLOGICAL EVALUATION

Name: Luis Michalski DOB: 7-4-1994 Date of Evaluation: 7/20/2016

Duration of Evaluation: 120 minutes / 2 hours

Diagnosis: ICD-10-CM: F84.0 Autistic Disorder / DSM-5: 299.0 Autistic Spectrum Disorder

Reason for Evaluation: Mr. Michalski was referred for evaluation to evaluate his capacity for independent decision-making.

Measures: Review of Assessment by Carrie Woodall, MS/LPC, Clinical Interview, Mini-Mental Status Examination (MMSE), Health and Safety Subtest of the Independent Living Skills, and Kaufman Short Neuropsychological Assessment Procedure (K-SNAP)

Clinical Interview: Mr. Michalski was alert during today's evaluation. His eye contact was poor and evasive. He was not wearing eyeglasses or a hearing aid. Rapport was distant and task-focused. Hallucinatory activity was denied. History of psychiatric hospitalization was denied. He endorsed a history of mild, non-suicidal depression in middle school and high school, for which he sought counseling. Patient reported that he graduated high school and was always placed in special education for "Autism". He indicated that he is presently enrolled in Greenville Technical College to specialize in early childhood development. He would like to work with developmentally delayed children. Patient also reported that he applied to Aldi's supermarket a few days ago because his mother (deceased) liked to shop there. Patient was unsure of his disability status. He has no friends. He reported that he enjoys playing video games on the computer and watching TV. He denied medical history other than Autism and Psoriasis.

Results: Mr. Michalski's MMSE was average for his age. There is no presence of impairment in the areas of orientation, attention, working memory, registration, immediate recall, language, or visuospatial skills. Patient's Health and Safety Test indicates that compared to same-age peers, his awareness of safety skills needed to avoid dangers and respond to medical and environmental emergencies falls in the Extremely Low range of functioning. K-SNAP testing reveals that his neuropsychological skills fall in the Lower Extreme when compared to same-age peers.

Conclusion: On the basis of the current evaluation, Mr. Luis Michalski lacks capacity for independent decision-making, and, lacks the necessary functional skills and awareness to keep himself safe when unsupervised. It is recommended that the issue of guardianship be explored by an appropriate court of law.

E. Joseph Paciarelli, Psy.D.

Clinical Psychologist

ELECTRONICALLY FILED 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

Exhibit G

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Greenville County
Probate Court

IN THE PROBATE COURT

IN THE MATTER OF: Mayra Michalski

2016 NOV } -3 AM 9:59 EXAMINER'S REPORT

CASE NUMBER: 16GC2300125

Please answer the following questions concerning the above person. Please provide details at the end of this form or on an attached sheet of paper.

1. Have you treated this person before?
If yes, give brief history Yes ☐ No ☒
2. Has this person ever been rated or found:

disabled	Yes ☐	No ☒	Unknown ☐
mentally ill or incompetent	Yes ☐	No ☒	Unknown ☐
chemically dependent	Yes ☐	No ☒	Unknown ☐
3. Can the above person:

care for self (personal hygiene)	Yes ☒	No ☐	Unknown ☐
prepare meals and/or clean house	Yes ☒	No ☐	Unknown ☐
maintain bank accounts or funds	Yes ☐	No ☐	Unknown ☒
pay bills	Yes ☐	No ☒	Unknown ☐
live independently	Yes ☐	No ☒	Unknown ☐
operate a car	Yes ☒	No ☐	Unknown ☐
take medications unsupervised	Yes ☐	No ☒	Unknown ☒
4. Would the above person benefit from:

further education	Yes ☒	No ☐	Unknown ☐
further training	Yes ☒	No ☐	Unknown ☐
therapy of some sort	Yes ☐	No ☐	Unknown ☒
medical aids or equipment	Yes ☐	No ☒	Unknown ☐
an operation or medical procedure(s)	Yes ☐	No ☐	Unknown ☒
structured living arrangements	Yes ☒	No ☐	Unknown ☐
5. Has the above person had in the last six months:

hospitalization(s)	Yes ☐	No ☒	Unknown ☐
therapy or treatment	Yes ☐	No ☒	Unknown ☐
inpatient or outpatient surgery	Yes ☐	No ☒	Unknown ☐
major medical test(s)	Yes ☐	No ☒	Unknown ☐
psychological or psychiatric testing	Yes ☒	No ☐	Unknown ☐
6. In your opinion, does this person have the mental or physical capacity to effectively manage his/her property and financial affairs? Yes ☐ No ☒
 and/or make necessary daily living and health care decisions Yes ☐ No ☒

7. To your knowledge does this person have:

a power of attorney	Yes ☐	No ☒	Unknown ☐
a health care power of attorney or	Yes ☐	No ☒	Unknown ☐
a "living will"	Yes ☐	No ☒	Unknown ☐

8. Does the above person have any of the following coverages?

health insurance	Yes ☐	No ☒	Unknown ☐
medicare	Yes ☐	No ☒	Unknown ☐
medicaid	Yes ☐	No ☒	Unknown ☐
veteran's health care	Yes ☐	No ☒	Unknown ☐

9. Does this person have a primary caretaker?

Yes ☒ No ☐ Unknown ☐

If yes, please give available information on name, address, and relationship to above person.

Mary lives at home with her brother. She has a temporary
guardian and caregivers inside the home.

SWORN to before me this 3 day of

November, 2016

Notary Public for South Carolina

My commission expires: 12-10-18

Date:

November 3 2016

Tracy C. Parsons

Examiner's Signature

Tracy C. Parsons UPC

Examiner's Name

Use this space for explanations or additional comments.

Tracy C. Parsons, LPC
P.O. Box 24261
Greenville, SC 29616
(864) 414-5553

October 31, 2016

Debora Faulkner,
Probate Judge
301 University Ridge Suite 5600
Greenville, SC 29605

RE: Mayra Michalski
Case Number: 2016GC2300125

Dear Judge Faulkner:

I visited with Mayra to complete Examiners Affidavit September 14, 2016. Her brother was not home at the time. While Mayra was certainly cooperative with my questions and interview, I could detect a little underlying frustration/anger as to this action. Mayra was dressed appropriately and well groomed.

Mayra does not attend school or drive. She received a GED after dropping out of high school. She reported she was enrolled in regular classes but Honors English classes at the time of her quitting. She says she was bullied by others and that was why she did not attend any longer. Mayra says she enjoys reading and wants to enroll in Aviation Maintenance degree. Mayra does not have a regular physician at this time. Mayra knew the amount of the mortgage, the mortgage holder, and due date. She reported she would pay this online.

I was able to complete a Mini Mental Status Exam on Mayra. Mayra did well on this exam. Although her sentence was a little bizarre, "Complacency lulled like a Kalopsic demiurge in counterpoise." Mayra certainly can talk a good game. She knew what to say, however, based on report from the current case manager, I am not sure she can actually do these things. Since I was at the residence, Mayra has been able to obtain her drivers permit. I asked her about this in detail. She was able to pass this exam with one attempt. She was able to gather the identifying information (social security card, utility bill, etc) and take the test. When I pressed her for insurance, she was uncertain of this piece of information. She was also enrolled or had plans to attend a Goodwill workshop that would assist her in job skills, preparation. She hoped to apply at MAU, which is a BMW supplier.

After reviewing the other medical reports, speaking at length with the current care manager, and giving this report much thought, I do believe Mayra is an incapacitated adult in need of a guardian. However, Mayra has made some strides from the first time I met her to when I returned to speak with her brother. I do believe Mayra is capable of learning more skills to be independent. It is also my opinion that she has been through a lot and maybe some counseling would benefit her.

Sincerely,


Tracy C. Parsons, LPC

cc: Will Fore
Neil Rabon

Tracy C. Parsons, LPC PA

P.O. Box 24261

Greenville, SC 29616

Invoice

Invoice Date:	Invoice #:
10/7/2016	2850

Bill To:
Mayra Michalski

				Terms
Date	Description	Hours/Qty	Rate	Amount
9/14/2016	went to residence to complete assessment. Phone call with Will Fore.	1.75	120.00	210.00
10/31/2016	completed examiners report	1.5	120.00	180.00
9/14/2016	from office to residence and back.	24	0.54	12.96
Total				\$402.96
Payments/Credits				\$0.00
Balance Due				\$402.96

Phone #	Fax:	E-Mail
8644145553		tracy-parsons@att.net

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF MAYRA MICHALSKI

CASE NUMBER 16GC230 16-2300125

FILED

DOCTOR'S AFFIDAVIT REGARDING CAPACITY

JUL 22 2016

PERSONALLY APPEARED BEFORE ME

Jane SandersGREENVILLE COUNTY
PROBATE COURT

Name of Notary

who being duly sworn deposes and says:

I am (Please set forth your medical credentials):

Palmina S. Sape, MD, Family Physician

Business address and phone:

Greenville Free Clinic (864) 232-1470

Date and Place of this examination:

7/20/2016

I have had previous opportunities to evaluate the patient?

☐ Yes ☒ No

(If yes, indicate dates and circumstances within the last year and/or reference if you have been the patient's personal physician for a period of time and the time frame.)

Is the patient oriented to time and place?

☒ Yes ☐ No

What is the physical condition and age of the patient? (Detail any other significant factors that may be relevant to the Court.)

Good physical 23yo

Set forth the results of any tests which bear on the issue of incapacity and date of test:

BASED UPON MY EVALUATION OF THIS PATIENT:

☐ I **DO NOT** believe this patient is an "incapacitated person". I do not find any impairment by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he/she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his/her person, property, or finances.☒ I **DO BELIEVE THIS PATIENT IS AN "INCAPACITATED PERSON"** and in need of a Guardian and/or Conservator as I find him/her to be impaired by reason of (CHECK ALL THAT APPLY AND SET OUT AND DESCRIBE THE LIMITATIONS RESULTING FROM EACH.)☐
☒
☐
☐
☐
☐
☒

Mental Illness

Mental Deficiency

Physical Illness or Disability

Advanced Age

Chronic Use of Drugs

Chronic Intoxication

Other

BorderlineSocial and environmental deprivation

"Incapacitated person" means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property. (Section 62-5-101 of the South Carolina Code of Laws)

Long term follow-up needed
 Permanent Now.
 Depending on intervention, may be temporary
 Able to personally take care of her needs
 Unable to function independently in home

Is this condition permanent or temporary?
 Can Patient perform activities of daily living?
 What other information do you believe would assist the Court in making a determination of capacity?

Psychological and cognitive evaluation

FURTHER AFFIANT SAYETH NOT.

Physician's Signature: Palmira S Snape, MD
 Print Name: Palmira S Snape
 Examiner: MD, SC 4973
 Credentials (M.D., Ph.D., D.O., R.N.)
 Address: 600 A. Linton Ave
Greenville, SC 29601
 Telephone: 864-232-1470

SWORN to before me this 20th day of July, 2016
Anderson
 Notary Public for South Carolina
 My Commission Expires: 11/9/22

FAILURE TO PROVIDE DETAILED RESPONSES TO THE QUESTIONS ON THIS AFFIDAVIT MAY OBLIGATE YOU TO APPEAR AT THE PROBATE COURT HEARING.

All information MUST be typed or clearly printed.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: Luis Michalski

Greenville County
Probate Court
IN THE PROBATE COURT

2015 NOV -3 AM 10:00
EXAMINER'S REPORT

CASE NUMBER: 16GC2300126

Please answer the following questions concerning the above person. Please provide details at the end of this form or on an attached sheet of paper.

1. Have you treated this person before?
If yes, give brief history Yes ☐ No ☒
2. Has this person ever been rated or found:
disabled Yes ☐ No ☒ Unknown ☐
mentally ill or incompetent Yes ☐ No ☒ Unknown ☐
chemically dependent Yes ☐ No ☒ Unknown ☐
3. Can the above person:
care for self (personal hygiene) Yes ☒ No ☐ Unknown ☐
prepare meals and/or clean house Yes ☒ No ☒ Unknown ☐
maintain bank accounts or funds Yes ☐ No ☒ Unknown ☐
pay bills Yes ☐ No ☒ Unknown ☐
live independently Yes ☐ No ☒ Unknown ☐
operate a car Yes ☐ No ☒ Unknown ☐
take medications unsupervised Yes ☒ No ☐ Unknown ☐
4. Would the above person benefit from:
further education Yes ☒ No ☐ Unknown ☐
further training Yes ☒ No ☐ Unknown ☐
therapy of some sort Yes ☐ No ☐ Unknown ☒
medical aids or equipment Yes ☐ No ☒ Unknown ☐
an operation or medical procedure(s) Yes ☐ No ☒ Unknown ☒
structured living arrangements Yes ☒ No ☐ Unknown ☐
5. Has the above person had in the last six months:
hospitalization(s) Yes ☐ No ☒ Unknown ☐
therapy or treatment Yes ☐ No ☒ Unknown ☐
inpatient or outpatient surgery Yes ☐ No ☒ Unknown ☐
major medical test(s) Yes ☐ No ☒ Unknown ☐
psychological or psychiatric testing Yes ☒ No ☐ Unknown ☐
6. In your opinion, does this person have the mental or physical capacity to effectively manage his/her property and financial affairs? Yes ☐ No ☒
and/or make necessary daily living and health care decisions Yes ☐ No ☒

7. To your knowledge does this person have:

a power of attorney	Yes ☐	No ☒	Unknown ☐
a health care power of attorney or	Yes ☐	No ☒	Unknown ☐
a "living will"	Yes ☐	No ☒	Unknown ☐

8. Does the above person have any of the following coverages?

health insurance	Yes ☒	No ☐	Unknown ☐
medicare	Yes ☐	No ☒	Unknown ☐
medicaid	Yes ☐	No ☒	Unknown ☐
veteran's health care	Yes ☒	No ☐	Unknown ☐

9. Does this person have a primary caretaker?

Yes ☒ No ☐ Unknown ☐

If yes, please give available information on name, address, and relationship to above person.
He lives at home with his sister, Jennifer Browning is the temporary
guardian and has caregivers in place to further assist both
children.

SWORN to before me this 3 day of November, 2016


 Notary Public for South Carolina
 My commission expires: 12-10-18

Date: November 3, 2016


 Examiner's Signature
Tracy Parsons LPC PA
 Examiner's Name

Use this space for explanations or additional comments.

Tracy C. Parsons, LPC

P.O. Box 24261
Greenville, SC 29616
(864) 414-5553

October 31, 2016

Debora Faulkner,
Probate Judge
301 University Ridge Suite 5600
Greenville, SC 29605

RE: Luis Michalski
Case Number: 2016GC2300126

Dear Judge Faulkner:

I visited with Luis Michalski at his residence October 7, 2016. Luis was cooperative and pleasant throughout my interview. Luis lives at home with his sister. His mother passed away recently very unexpectedly. He has a temporary guardian and there are caregivers at the residence 24 hours a day. Luis is enrolled in Greenville Tec and takes four classes. Luis reports he does not do well in his psychology classes. This class is largely lecture based and he struggles with this one. Otherwise, he enjoys his classes and maintains a good grade. Luis wants to be an aid in a special education middle school class. He feels as if he can relate to this group and make a difference.

I was able to administer a Mini Mental Status Exam to Luis. He did well on this test. He did not score in the incapacitated range. However, Luis' has been diagnosed with Autism. He admitted he needed assistance around the house and I do not believe he could live completely independent. His decision making skills are lacking. He would struggle with cooking, cleaning, and paying bills.

The fact that Luis can drive and is enrolled in Technical school leads me to believe that he might can learn some of these tasks, over time, and capacity could be re-evaluated at a later date. However, at this point, Luis cannot perform the necessary tasks and is in need of a guardian at this time.

Sincerely,


Tracy C. Parsons, LPC

cc: Tyler O'Shields
Neil Rabon

Tracy C. Parsons, LPC PA

P.O. Box 24261
Greenville, SC 29616

Invoice

Invoice Date:	Invoice #:
10/25/2016	2849

Bill To:
Luis Michalski

Terms

Date	Description	Hours/Qty	Rate	Amount
10/7/2016	went to residence to complete assessment for probate court	1.75	120.00	210.00
10/31/2016	completed examiners report	1.5	120.00	180.00
10/7/2016	from office to residence and back.	24	0.54	12.96

Total			\$402.96
Payments/Credits			\$0.00
Balance Due			\$402.96

Phone #	Fax	E-Mail
8644145553		tracy-parsons@att.net

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

STATE OF SOUTH CAROLINA

PROBATE COURT

COUNTY OF GREENVILLE

IN THE MATTER OF LUIS MICHALSKI

CASE NUMBER 16GC230 16-2300126

FILED

JUL 22 2016

DOCTOR'S AFFIDAVIT REGARDING CAPACITY

PERSONALLY APPEARED BEFORE ME

Jane Sanders

GREENVILLE COUNTY
PROBATE COURT

who being duly sworn deposes and says:

Name of Notary

I am (Please set forth your medical credentials):

Palmira S. Sape, M.D., Family Physician

Business address and phone:

Greenville Free Clinic (864) 232-1470

Date and Place of this examination:

7/20/16

I have had previous opportunities to evaluate the patient?

(If yes, indicate dates and circumstances within the last year and/or reference if you have been the patient's personal physician for a period of time and the time frame.) ☐ Yes ☒ No

Is the patient oriented to time and place?

☒ Yes ☐ No

✓ What is the physical condition and age of the patient? (Detail any other significant factors that may be relevant to the Court.) Good. 22yo

Set forth the results of any tests which bear on the issue of incapacity and date of test:

BASED UPON MY EVALUATION OF THIS PATIENT:

☐ I DO NOT believe this patient is an "incapacitated person".¹ I do not find any impairment by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he/she lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his/her person, property, or finances.

☒ I DO BELIEVE THIS PATIENT IS AN "INCAPACITATED PERSON" and in need of a Guardian and/or Conservator as I find him/her to be impaired by reason of (CHECK ALL THAT APPLY AND SET OUT AND DESCRIBE THE LIMITATIONS RESULTING FROM EACH.)

- ☒
- ☐
- ☐
- ☐
- ☐
- ☐
- ☒

Mental Illness may be autistic

Mental Deficiency

Physical Illness or Disability

Advanced Age

Chronic Use of Drugs

Chronic Intoxication

Other

Social and environmental deprivation

¹"Incapacitated person" means any person who is impaired by reason of mental illness, mental deficiency, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, or other cause to the extent that he lacks sufficient understanding or capacity to make or communicate responsible decisions concerning his person or property. (Section 62-5-101 of the South Carolina Code of Laws)

Is this condition permanent or temporary?

May be permanent, Need long term interventions + followup

Can Patient perform activities of daily living?

Yes, personal. No Financial Knowledge

What other information do you believe would assist the Court in making a determination of capacity?

Psychological Evaluation + evaluation of knowledge & ability

FURTHER AFFIANT SAYETH NOT.

Physician's Signature:

Palmira S Snape, MD

Print Name:

Palmira S Snape MD

Examiner:

MP

SC 4173

Credentials (M.D., Ph.D., D.O., R.N.)

Address:

600 Avington Ave

Greenville, SC 29601

Telephone:

864-232-1470

SWORN to before me this 20th day of July

[Signature]

Notary Public for South Carolina

My Commission Expires: 11/9/22

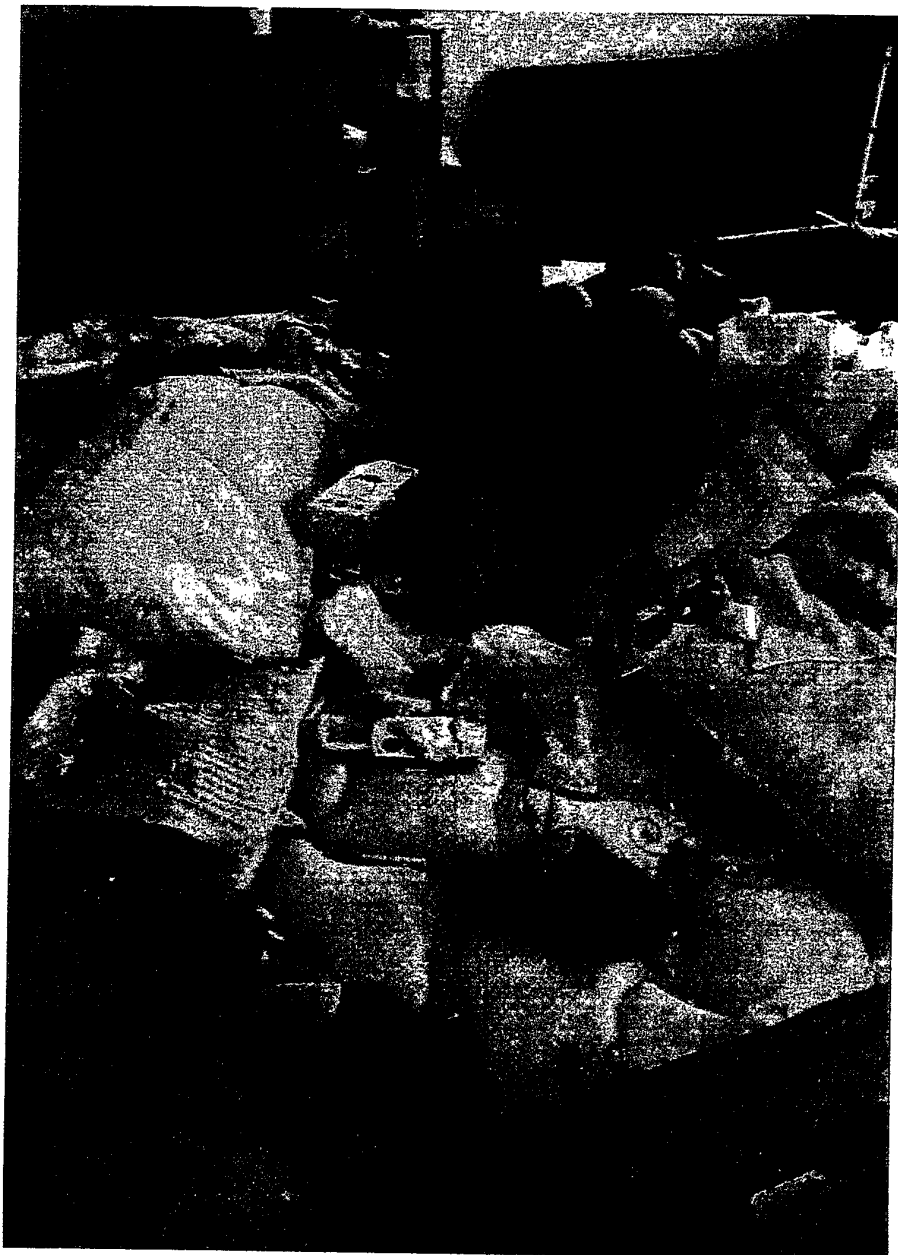
FAILURE TO PROVIDE DETAILED RESPONSES TO THE QUESTIONS ON THIS AFFIDAVIT MAY OBLIGATE YOU TO APPEAR AT THE PROBATE COURT HEARING.

All information MUST be typed or clearly printed.

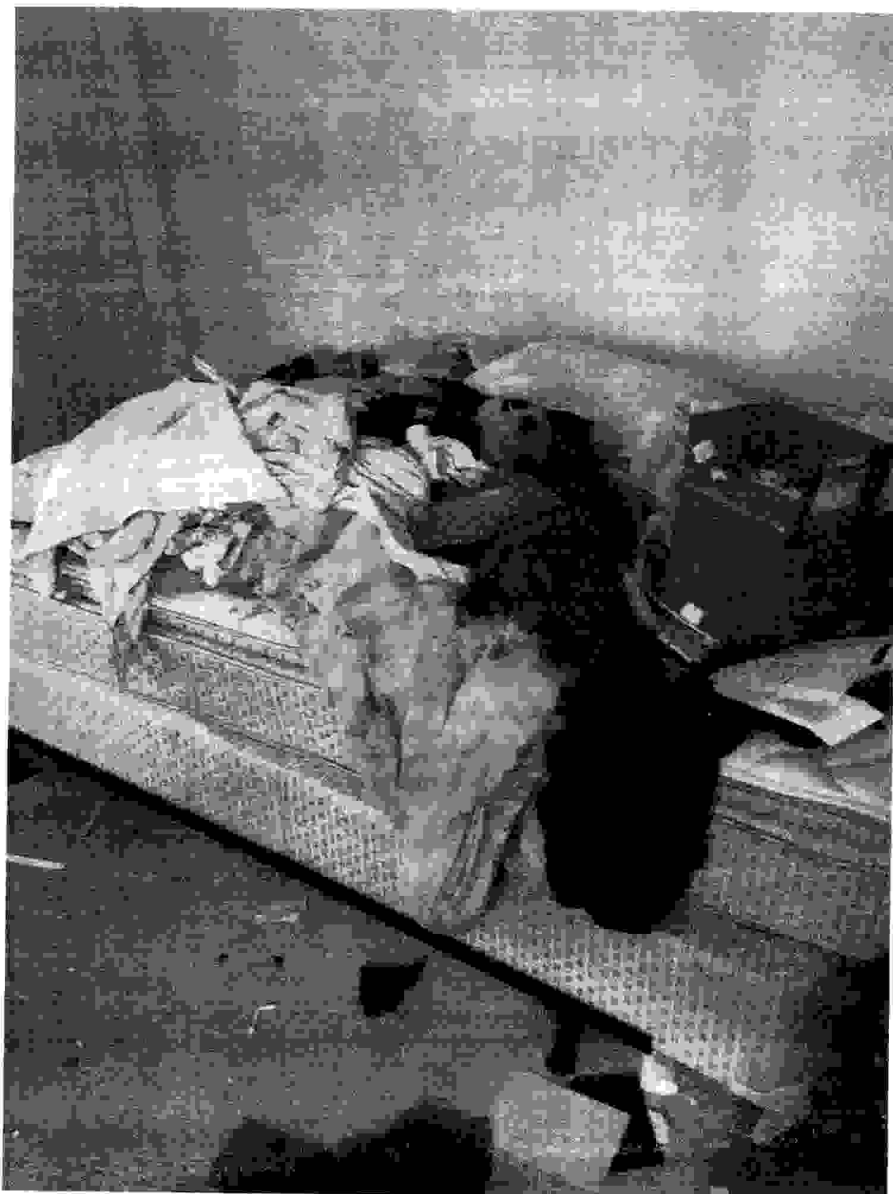
Exhibit H















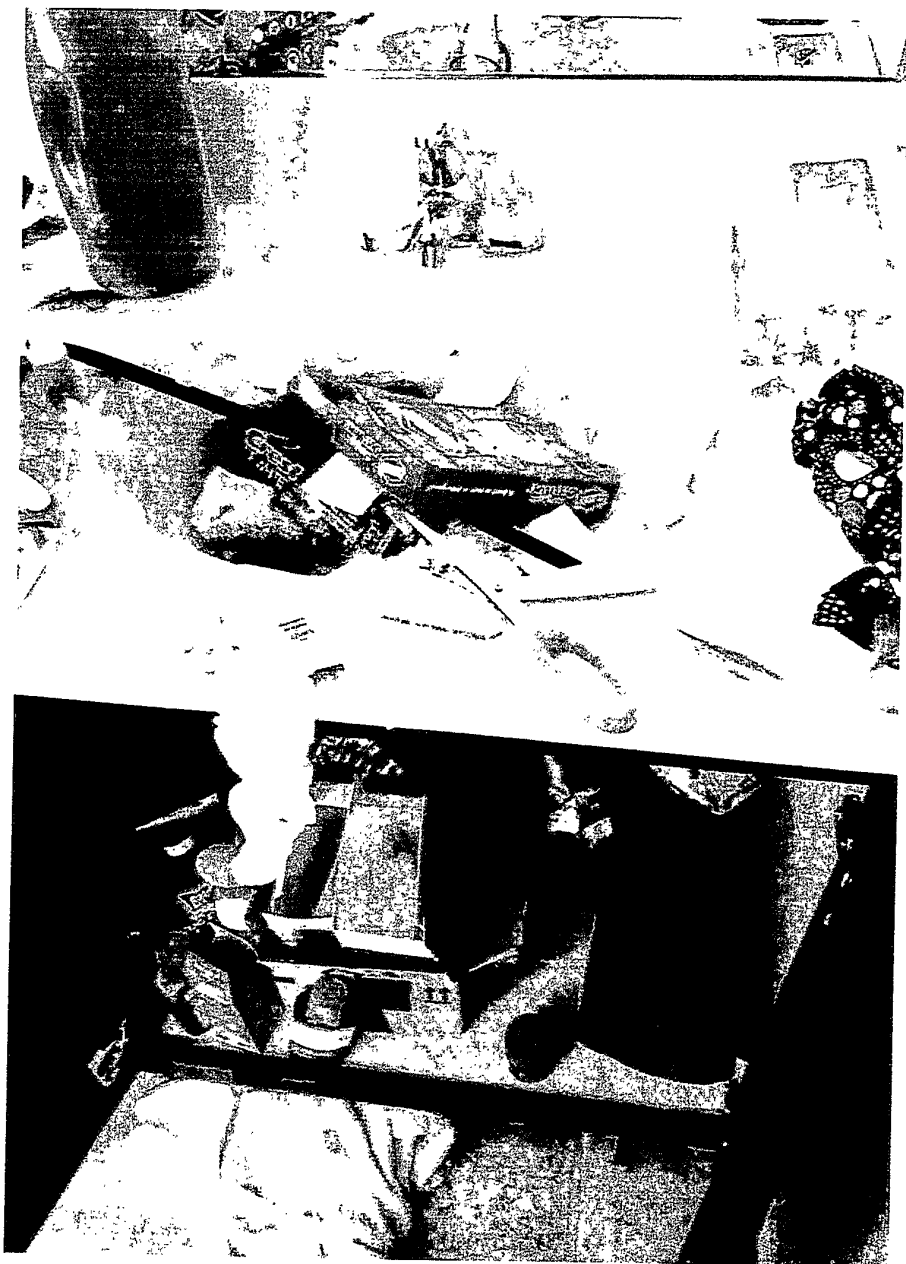








Exhibit I

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Joseph M. Plaxco, Personal Representative
of the Estate of Frances Mary Michalski,

Petitioner,

-vs-

Jennifer Browning, Guardian for Mayra
Michalski and Luis Michalski; William D.
Fore, *Guardian ad Litem* for Mayra
Michalski; and Tyler B. O'Shields,
Successor *Guardian ad Litem* for Luis
Michalski,

Respondents.

IN THE PROBATE COURT

PETITION FOR APPROVAL
OF LOAN

C/A No.: 2016-ES-23-02077

The Petitioner, Joseph M. Plaxco, as Personal Representative of the Estate of Frances Mary Michalski would respectfully show unto this Court as follows:

1. The Petitioner, Joseph M. Plaxco, is the Personal Representative of the Estate of Frances Mary Michalski, having been appointed by order of this Court on September 2, 2016.
2. Respondent Jennifer Browning is the court-appointed temporary Guardian for Decedent Frances Mary Michalski's son and daughter, Luis Michalski and Mayra Michalski, respectively.
3. Respondent William D. Fore is *Guardian ad Litem* for Mayra Michalski.
4. Respondent Tyler B. O'Shields is Successor *Guardian ad Litem* for Luis Michalski.
5. The Decedent, Frances Mary Michalski, died intestate in Greenville County, South Carolina on July 8, 2016. Her estate is currently being probated in the Greenville County Register of

Deeds Office under file number 2016ES2302077.

6. The Estate of Frances Mary Michalski owns real property located at 48 Maravista Avenue, Greenville County, State of South Carolina (29617), TMS: B008080111900 (the "property" or "residence")
7. As of recently, the property is vacant. The Decedent's two children, Luis and Mayra Michalski, have moved out of the residence permanently with no intention of returning.
8. Petitioner believes and alleges that it is in the best interest of the estate to sell the property and, upon closing the estate, distribute the proceeds of said sale to Mrs. Michalski's heirs.
9. After inspection of the property, it became clearly evident the house must be thoroughly cleaned and restored so as to obtain a reasonable offer for the sale of the residence.
10. Attached as Exhibit A is a quote/estimate from Servpro of East Greenville County for \$6,5000.¹
11. Based on his research and inquiries, Petitioner believes that ServPro of East Greenville County is a very reputable company with high regards in the community and Petitioner believes that ServePro is the ideal contractor to do the work needed as set forth in this Petition.
12. Petitioner has received quotes from at least two companies in Greenville who specialize in the type of cleaning and work necessary to get the residence back to sellable condition, and Petitioner believes that it will cost no more than \$10,000.00 to restore the residence back to said condition.
13. There is currently less than \$1,000.00 left in the estate account to cover expenses, including

¹ Servpro's quote/estimate does not include the replacement of carpet. Petitioner believes that said replacement shall cost no more than \$3,000.00.

but not limited to the current mortgage payment, energy bill,² and the filing fees and out of pocket costs of this Petition.

14. The property has a tax market value with Greenville County Real Property Services of \$107,890; however, and despite this value figure, zillow.com provides an estimated value of \$134,776 (See attached Exhibit B); realtor.com provides an estimated value of \$153,900 (See attached Exhibit C); redfin.com provides an estimated value of \$173,569; and remax.com provides an estimated value of \$144,908. The average of these estimate value figures is approximately \$142,500. In addition, there is house with similar characteristics (size, number of bedrooms, number of bathrooms) in the same subdivision for sale for \$139,900. (See Exhibit D.)
15. Per the most recently statement from the mortgage holder, the unpaid principal balance on the loan is \$108,921.56.
16. The Petitioner believes and alleges that because of the circumstances stated above herein, he shall have the authority to obtain a loan or equity line from an insured banking institution to cover the costs of cleaning and repairing the home to restore it back to a sellable and habitable condition.
17. The Petitioner would also note that there is a pending medical malpractice action in the Greenville County Court of Common Pleas related to Mrs. Michalski's death, and the Petitioner expects that additional monies will be deposited into the estate upon settlement or trial of said action.

² Note that the mortgage payment is approximately \$639.76 per month

WHEREFORE, having fully pled, the Petitioner prays for an Order granting the following relief:

- A. That the Petitioner have the authority to obtain a loan or equity line from a reputable, insured banking or otherwise financial institution to obtain the funds to allow for the cleanup and restorations needed to restore the residence to a sellable and habitable condition, as set forth above;
- B. For whatever further relief the Court deems just and proper in this situation.

Respectfully submitted,

JOSEPH M. PLAXCO, LLC



Joseph M. Plaxco (SC Bar No. 100975)
707 East North Street
Greenville, South Carolina 29601
(864) 240-9112 (telephone)
(864) 232-7707 (fax)
joseph.plaxco@plaxcolaw.com

Greenville, South Carolina
Dated this 9th day of November, 2017

Exhibit A



BGM Services, LLC dba Servpro of East Greenville County

P.O. Box 925
Greer, SC 29652
Tax ID# 27-0297768
Phone: 864.292.3495/Fax: 864.968.9619
servpro9744@gmail.com

FILED

NOV - 9 2017

**GREENVILLE COUNTY
PROBATE COURT**

Client: Joseph Plaxco
Property: 48 Maravista Ave
Greenville, SC 29617

Home: (864) 240-9112

Operator: DYLAN.SB

Estimator: Dylan Riddle
Company: BGM Services, LLC

Business: (864) 292-3495
E-mail: Dylan.Servpro9744@gmail.com

Type of Estimate: Other
Date Entered: 10/25/2017
Date Est. Completed: 10/25/2017
Date Assigned:
Date Job Completed:

Price List: SCQV8X_OCT17
Labor Efficiency: Restoration/Service/Remodel
Estimate: PLAXCO_JOSEP10-24-17

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329



BGM Services, LLC dba Servpro of East Greenville County

P.O. Box 925
Greer, SC 29652
Tax ID# 27-0297768
Phone: 864.292.3495/Fax: 864.968.9619
servpro9744@gmail.com

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

PLAXCO_JOSEP10-24-17

PLAXCO_JOSEP10-24-17

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Full Service - Cat3 Cleanup / Trashout This includes everything needed for the job including but not limited to; - Dumpsters for disposal - Removal of all floor coverings - Trash Out - Duct cleaning & fogging - Cleaning of the exposed affected areas - Sealing the substrate (If needed) - All PPE, (Tyvek, Respirator, Respirator Cartridges, etc.)	1.00 EA @	6,500.00 =	6,500.00

PLAXCO_JOSEP10-24-17

10/25/2017

Page: 2



BGM Services, LLC dba Servpro of East Greenville County

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servpro9744@gmail.com

Summary for Dwelling

Line Item Total

6,500.00

Replacement Cost Value

\$6,500.00

Net Claim

\$6,500.00

Dylan Riddle



BGM Services, LLC dba Servpro of East Greenville County

P.O. Box 925
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Tax ID# 27-0297768
Phone: 864.292.3495/Fax:864.968.9619
servpro9744@gmail.com

Recap of Taxes

	Material Sales Tax (6%)	Laundry & D/C Tax (6%)	Manuf. Home Tax (2%)	Storage Rental Tax (6%)
Line Items	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00



BGM Services, LLC dba Servpro of East Greenville County

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Tax ID# 27-0297768
Phone: 864.292.3495/Fax: 864.968.9619
servpro9744@gmail.com

Recap by Room

Estimate: **PLAXCO_JOSEP10-24-17**

Subtotal of Areas

Total

6,500.00 100.00%

6,500.00 100.00%

6,500.00 100.00%



BGM Services, LLC dba Servpro of East Greenville County

P.O. Box 925
 Greer, SC 29652
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 Phone: 864.292.3495/Fax:864.968.9619
 servpro9744@gmail.com

Recap by Category

Items	Total	%
CLEANING	6,500.00	100.00%
Subtotal	6,500.00	100.00%

Exhibit B

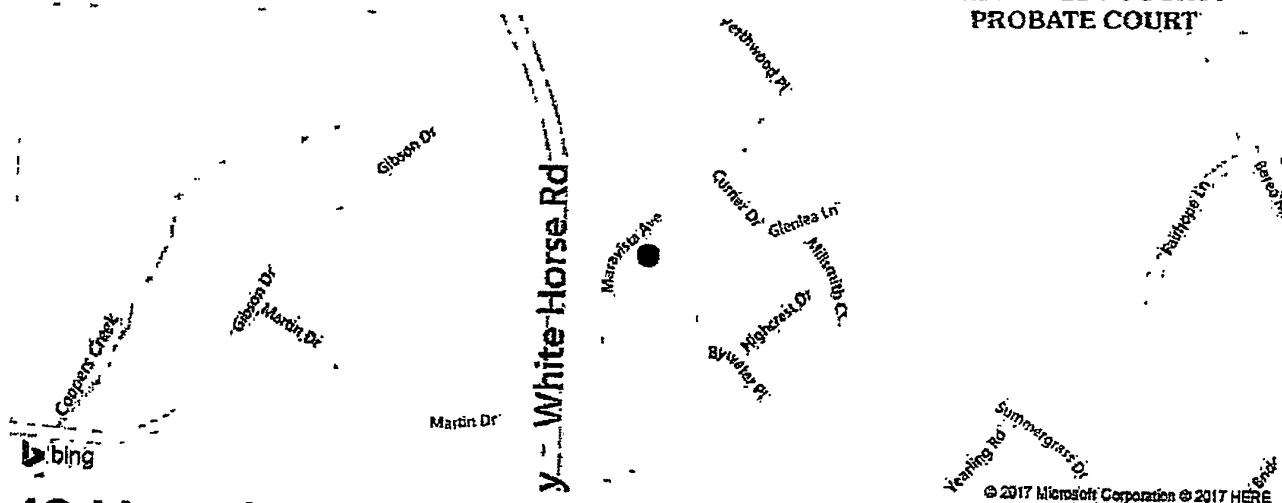
48 Maravista Ave, Greenville, SC 29617

FILED

11/9/17, 4:17 PM

NOV - 9 2017

**GREENVILLE COUNTY
PROBATE COURT**



**48 Maravista Ave,
Greenville, SC 29617**

3 beds · 2 baths · 1,460 sqft

OFF MARKET

Zestimate®: \$135,890

Rent Zestimate®: \$1,295 /mo

Est. Refi Payment

\$530/mo

48 Maravista Ave, Greenville, SC is a single family home that contains 1,460 sq ft and was built in 2013. It contains 3 bedrooms and 2 bathrooms. This home last sold for \$125,925 in July 2013.

The Zestimate for this house is \$135,890, which has increased by \$3,799 in the last 30 days. The Rent Zestimate for this home is \$1,295/mo, which has increased by \$8/mo in the last 30 days. The property tax in 2016 was \$669. The tax assessment in 2016 was \$107,890.

Facts and Features

 **Type**
Single Family

 **Year Built**
2013

 **Heating**
No Data

 **Cooling**
No Data

 **Parking**
No Data

 **Lot**
6,229 sqft

INTERIOR FEATURES

48 Maravista Ave, Greenville, SC 29617 | Zillow

11/9/17, 4:17 PM

Bedrooms

Beds: 3

Flooring

Floor size: 1,460 sqft

Home Value

Zestimate
\$135,890

ZESTIMATE RANGE
\$129,000 - \$143,000

LAST 30 DAY CHANGE
+\$3,799 (+2.9%)

ONE YEAR FORECAST
\$141,285 (+4.0%)

Owner Dashboard



Do you own this home? See your Owner Dashboard.

Price / Tax History

DATE	EVENT	PRICE	AGENTS
06/28/13	Sold	\$125,340	,
06/28/13	Sold	\$125,340	,

Neighborhood: 29617

MEDIAN ZESTIMATE

\$126,000 8.7%

Past 12 months

MARKET TEMP

Very Hot

Buyers' Market

FORECLOSURES (per 10K)

0.7

0.3

1.6

Sellers' Market

29617

Greenville

United
States

Zillow predicts will increase 3.7% next year, compared to a 3.1% rise for Greenville as a whole. Among 29617 homes, this home is valued 16.9% more than the midpoint (median) home, and is valued 12% more per square foot.

 Walk Score® 17 (Car-Dependent)

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[illegible]

OFF MARKET \$137,978 3 bds · 2 ba · 1,309 sqft 46 Maravista Ave, Greenville, SC	Sold 11/10/2015 SOLD: Price/sqft: -- · 3 bds · 2 ba · 1,350 sqft 50 Maravista Ave, Greenville, SC

GREAT SCHOOLS RATING

		GRADES	DISTANCE
5	Armstrong Elementary	PK-5	0.5 mi
out of 10			
4	Berea Middle	6-8	0.4 mi
out of 10			

4 Berea High

9-12 2.3 mi

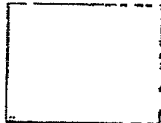
out of 10

Data by GreatSchools.org ?

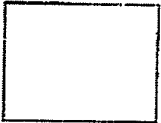
About the ratings: GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family.

Disclaimer: School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

Similar Homes for Sale

**FOR SALE****\$207,900**

3 beds, 3.0 baths, -- sqft
2 Hampton Farms Trl LOT 1

**FOR SALE****\$215,000**

4 beds, 3.0 baths, 2557 s...
603 Yearling Rd, Greenville

Nearby Similar Sales

SOLD: \$114,000

Sold on 3/30/2017

3 beds, 2.0 baths, 1200 sqft
710 Highcrest Dr, Greenville, SC 29617

SOLD: \$120,000

Sold on 8/10/2017

3 beds, 2.0 baths, 1000 sqft
5 Maravista Ave, Greenville, SC 29617

SOLD: \$121,000

Sold on 9/12/2017

2 beds, 2.0 baths, 1277 sqft
100 Glenlea Ln, Greenville, SC 29617

SOLD: \$124,900

Sold on 7/28/2017

3 beds, 2.0 baths, 1652 sqft
612 Bywater Pl, Greenville, SC 29617

SOLD: \$126,500

Sold on 8/9/2017

3 beds, 2.0 baths, 1211 sqft
25 Fairhope Ln, Greenville, SC 29617

Exhibit C
realtor.com®

Recommended nearby homes



Similar Price

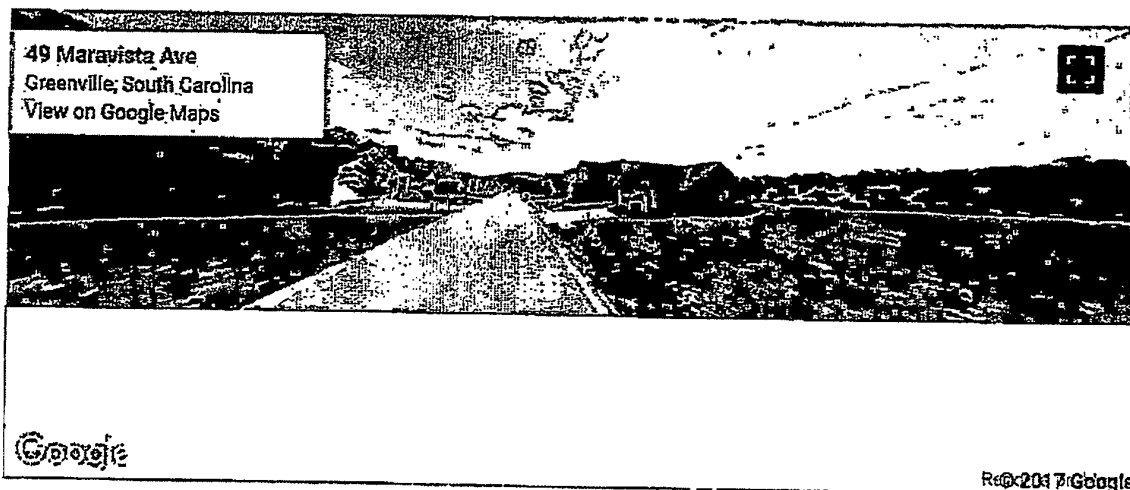
\$150,000

14 Katie Dr
3 bd • 2 ba

Trending

\$105,000

17 Maravista Ave
3 bd • 2+ ba



Est. **\$153,900** ⓘ

 Track Your Home Value



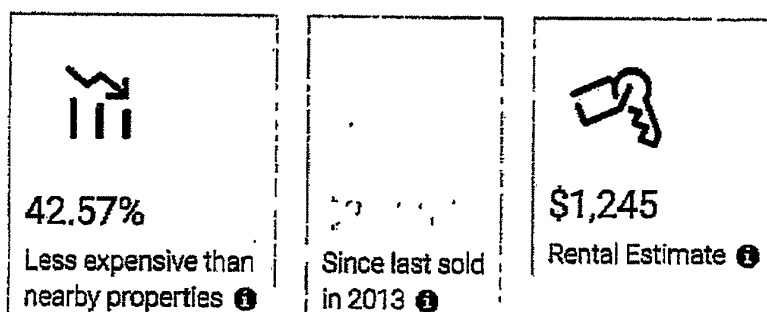
Map

3	2	1,460	6,229
beds	baths	sq ft	sq ft lot

Commute Time **48 Maravista Ave,**
Greenville, SC 29617

Property Overview - 48 Maravista Ave, Greenville, SC 29617 is a single family home built in 2013. This property was last sold for \$125,925 in 2013 and currently has an estimated value of \$153,900.

According to the Greenville public records, the property at 48 Maravista Ave, Greenville, SC 29617 has approximately 1,460 square feet, 3 beds and 2 baths with a lot size of 6,229 square feet. Nearby schools include Armstrong Elementary School, Berea Middle School and Berea High School. Comparable nearby homes for sale include 7 Boykins Ct, 305 Glenlea Ln and 302 Stallion Rd.



Property History for 48 Maravista Ave

This property was sold once in the last 4 years.



Sold for \$125,925

Jul 2, 2013

History data displayed is obtained from public records and/or MLS feeds from the local jurisdiction. Contact your REALTOR® directly in order to obtain latest information.

Property Details for 48 Maravista Ave

			
Status	Price/Sq Ft	Type	Built
Off Market	\$105	Single family	2013

Public Records

- Beds: 3
- House size: 1,460 sq ft
- Lot size: 6229
- Heating: Unknown

- Cooling: Unknown
- Year built: 2013
- Property type: Single family
- Date updated: 01/20/2017

Nearby Schools

Rating*	School Name	Grades	Distance
5	Armstrong Elementary School	PK-5	0.5 mi
4	Berea Middle School	6-8	0.4 mi
4	Berea High School	9-12	2.5 mi
7	Duncan Chapel Elementary School	K-5	1.8 mi
1	Lakeview Middle School	6-8	2.2 mi
NR	Enoree Career Center School	9-12	0.9 mi
NR	Abundant Life Christian Private School	K-12	1.3 mi
NR	Paris Mountain Christian Private School	K-8	2.6 mi

* School data provided by National Center for Education Statistics, Pitney Bowes, and GreatSchools. Intended for reference only. GreatSchools Ratings compare a school's test performance to statewide results. To verify enrollment eligibility, contact the school or district directly.

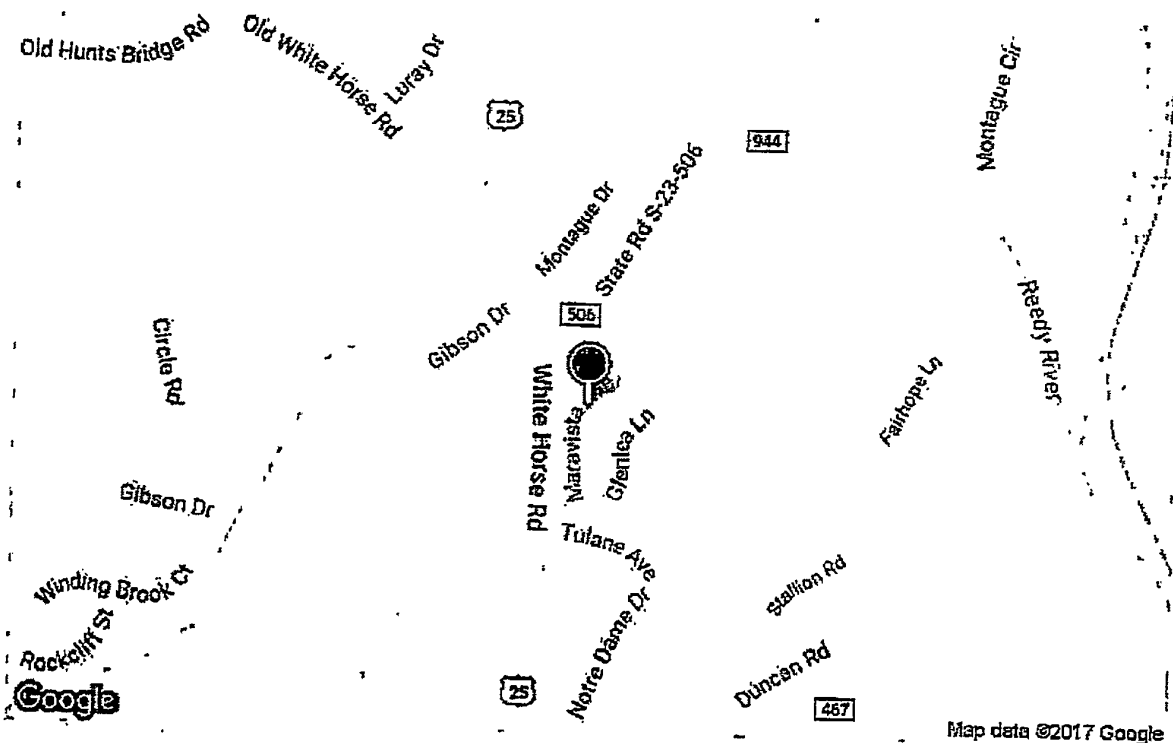
Neighborhood

48 Maravista Ave is located in the city of Greenville, SC.

Homes in Greenville have a median sales price of \$182,500.

\$268,000	\$141
Median Listing Price	Price Per Sq Ft

Explore Schools, Safety, and Lifestyle around Maravista Ave



Price & Tax History for 48 Maravista Ave

Property Price

Date	Event	Price	Price/Sq Ft	Source
07/02/2013	Sold	\$125,925	\$86	

Property Tax

Year	Taxes	Land	Additions	Total Assessment

2016	\$669	\$18,500	+	\$89,390	=	\$107,890
2015	\$1,088	\$18,500	+	\$89,390	=	\$107,890
2014	\$1,219	\$18,500	+	\$107,370	=	\$125,870

About History & Taxes Data

The price and tax history data displayed is obtained from public records and/or MLS feeds from the local jurisdiction. Contact your REALTOR® directly in order to obtain the most up-to-date information available.

Editors' Picks

HOME IMPROVEMENT
**10 Basic Things
Every
Homeowner**

TRENDS
**Under GOP Tax
Plan, Some
Would Win in**

CELEBRITY REAL
ESTATE
**No Matter Her
Reputation, We're
Totally Into Taylor**

HOME IMPROVEMENT
**5 Things to Never
Buy at Home
Depot, Lowe's, or**
Powered by
Samsung

SPONSORED
CONTENT
**9 Home-Buying
Costs Veterans
and Active**
Powered by Veterans
United

REDFIN

City, Address, School, Agent, ZIP

48 Maravista Ave Lot 1
Greenville, SC 29617

Status: Sold Source: Public Records

\$173,569

Redfin Estimate

Last Sold Price

3

Beds

2

Baths

1,460

Sq. Ft.

\$119

/Sq. Ft.

5,229

Sq. Ft.

2013

Built

5,229

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Exhibit E

RE/MAX

GET THE APP



MY RE/MAX

♡ 🔔 📌 ➦
SAVE ALERTS PLACES SHARE

FILED

NOV - 9 2017

GREENVILLE COUNTY
PROBATE COURT

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Bing

25 feet

©2017 HERE © 2017

\$ 144,908

Not for Sale

Estimate

Homes.com Home Estimate*

3 beds | 2 baths | 1,460 sqft

Last Sale Price \$ 125,925



Ask About This
Home

48 MARAVISTA AVE, GREENVILLE, SC

Bedrooms : 3

Bathrooms : 2

House Size : 1,460

Lot Size : 6,229.00 sqft

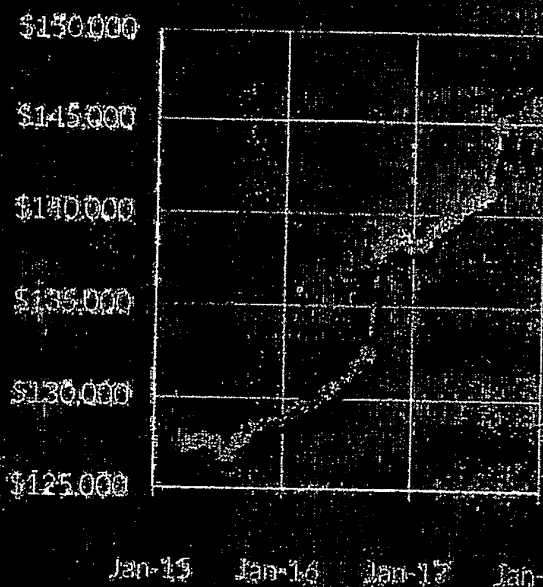
Year Built : 2013

Price History

Sold	For	Change
06/27/2013	\$125,925	+19.8%
02/18/2013	\$105,298	N/A

Home Estimate History

Estimated Value



Get Price Alerts on this home

Houses for Sale Nearby



\$ 162,000
305 Glenlea Lane
4 beds | 3 baths |

Courtesy of Katherine Bilss
Keller Williams DRIVE



\$ 139,900
300 Glenlea Lane
3 beds | 2 baths |

Courtesy of Daniel Lampinen
Greer Real Estate Company



\$ 165,000
102 Maravista Ave
3 beds | 2.5 baths

Courtesy of Jacob Ma
Coldwell Banker Caine

Contact a RE/MAX Agent to help you find your
perfect home.

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Submit Your Message

We respect your privacy

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Hospitals

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Exhibit F.

300 Glenlea Ln, Greenville, SC 29617 | MLS #1353243



**300 Glenlea Ln,
Greenville, SC 29617**

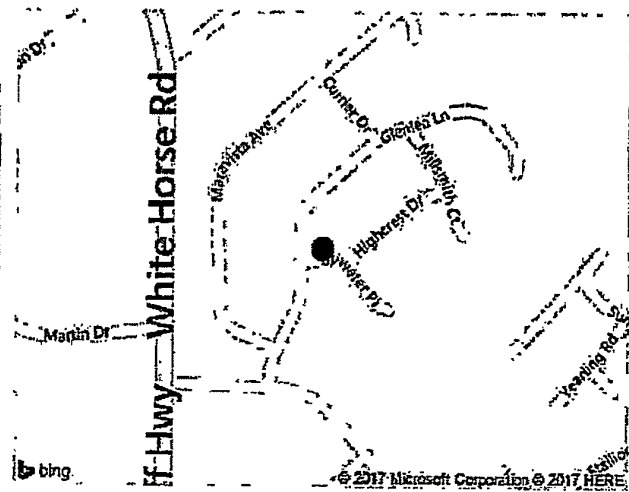
3 beds · 2 baths · 1,300 sqft

FILED

11/9/17, 4:26 PM

NOV - 9 2017

**GREENVILLE COUNTY
PROBATE COURT**



PENDING

\$139,900

Zestimate: \$131,375

Est. Mortgage

\$546/mo

ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

Wonderful 3 BR 2 BA single story home, Vaulted ceilings in LR and Master Ceiling fan with remote control in LR Ceiling fan in Dining Room Ceiling fan in Master Ceiling fan in Kitchen Jetted walk-in tub Walk-in closet in Master Built-in microwave Stove - glass surface Dishwasher Refrigerator 2 attics with pull-down stairs Storage/utility closet off back porch Screened porch with ceiling fan Double garage with electric opener Rocking-chair front porch Fenced back yard View of Paris Mountain from back porch Work bench/tool storage in garage Gas heat and water Auxillary gas heater (for power outages/extra warmth) Central Electric AC

WHAT I LOVE ABOUT THE HOME

Contract fell through....our loss is your gain because we've drastically lowered the price to SELL NOW! Nice 3 br, 2 ba home near Furman with features that will astound you for this price! Walk-in jetted tub, double attics with pull-down stairs, double garage with opener, glass surface range, built-in microwave, garbage disposal, dishwasher, refrigerator, remote controlled fans, rocking chair front porch, corner lot, screened back porch, fenced yard, view of Paris Mtn., ALL ON ONE OF THE LARGEST LOTS IN THE NEIGHBORHOOD!!! Sorry, we cannot offer agent commission at this price. We WILL NOT LIST, so please don't ask. No lease/purchase or rental.

Facts and Features

 Type Single Family	 Year Built 2002	 Heating No Data
 Cooling No Data	 Parking Attached Garage	 Lot 7,405 sqft

INTERIOR FEATURES

Bedrooms

Beds: 3

MRBED FEATURES: Master on Main Lvl, Walk-in Closet, Tub/Shower

Other Rooms

SPECIALTY ROOM: Other

Home Value

Zestimate
\$131,375

ZESTIMATE RANGE
\$125,000 - \$138,000

LAST 30 DAY CHANGE
-\$1,682 (-1.3%)

ONE YEAR FORECAST
\$137,839 (+4.9%)

Price History

DATE	EVENT	PRICE	\$/SQFT	SOURCE
10/06/17	Pending sale	\$139,900	\$107	Greer Real Est...
09/28/17	Listed for sale	\$139,900	\$107	Greer Real Est...
09/12/17	Price change	\$139,900 -3.5%	\$107	--
08/20/17	Price change	\$144,900 -2.8%	\$111	--
07/24/17	Listed for sale	\$149,000 +38.0%	\$114	Owner
12/02/05	Sold	\$108,000	\$83	

Tax History

YEAR	PROPERTY TAXES	CHANGE	TAX ASSESSMENT	CHANGE
2016	\$524 --	--	\$90,890	--
2015	\$524 +0.4%	+0.4%	\$90,890	-16.0%
2014	\$522 -20.8%	-20.8%	\$108,230	--
2013	\$659 +2.6%	+2.6%	\$108,230	--
2012	\$643 +0.9%	+0.9%	--	--
2011	\$637 +0.7%	+0.7%	--	--
2010	\$632 --	--	--	--

2009	--	--	--	--	--
2008	--	--	--	--	--
2007	--	--	--	--	--
2006	--	--	--	--	--
2005	--	--	--	--	--
2004	--	--	--	--	--
2003	--	--	--	--	--

Mortgages

Home price

\$ 139,900

Down payment

\$ 27,980

20

%

Loan program

30-year fixed

Interest rate

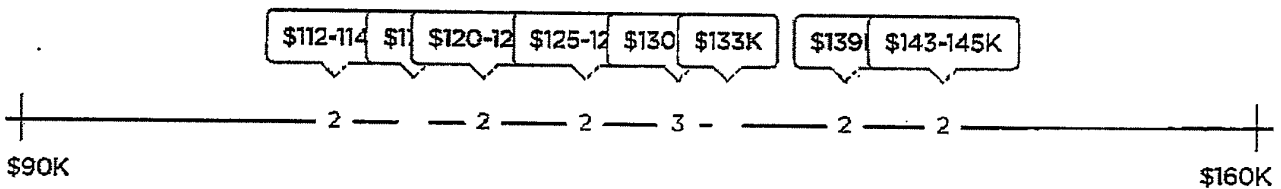
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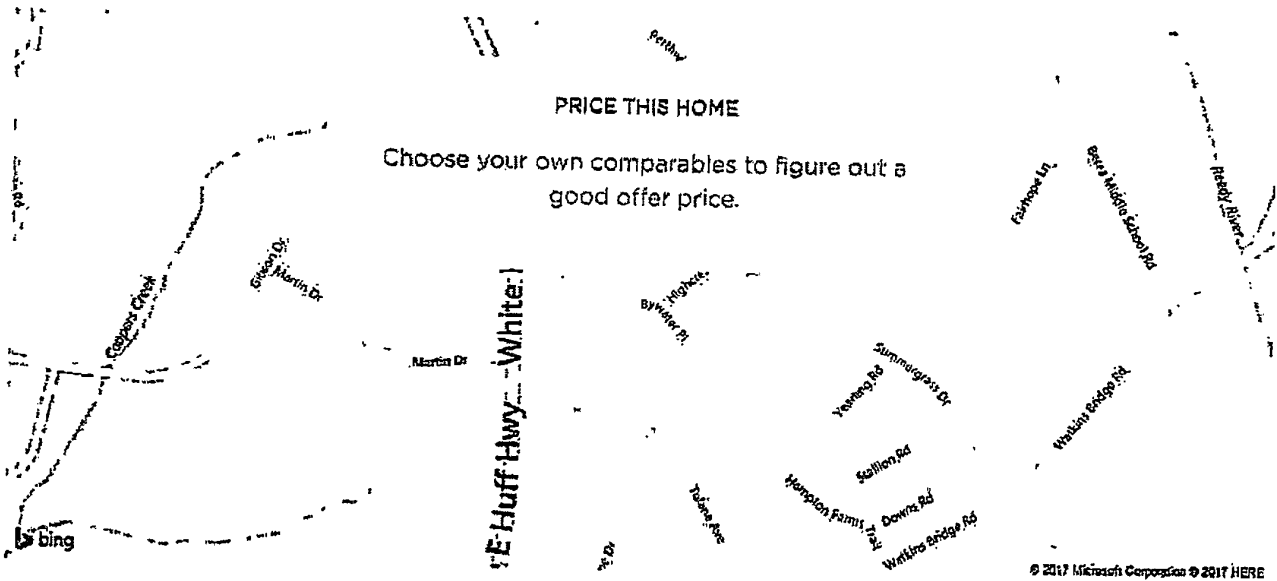
%

Your payment
\$546
P&I
\$546

Price This Home

Homes like this sold for \$112-145K.





Competition for this Home

2K Views since listing
2 all-time ()

15 Shoppers saved
this home to their favorites

Neighborhood: 29617

MEDIAN ZESTIMATE

\$126,000

↑ 8.7%
Past 12 months

MARKET TEMP

Very Hot

Buyers' Market

Sellers' Market

FORECLOSURES (per 10K)

0.7

0.3

1.6

29617

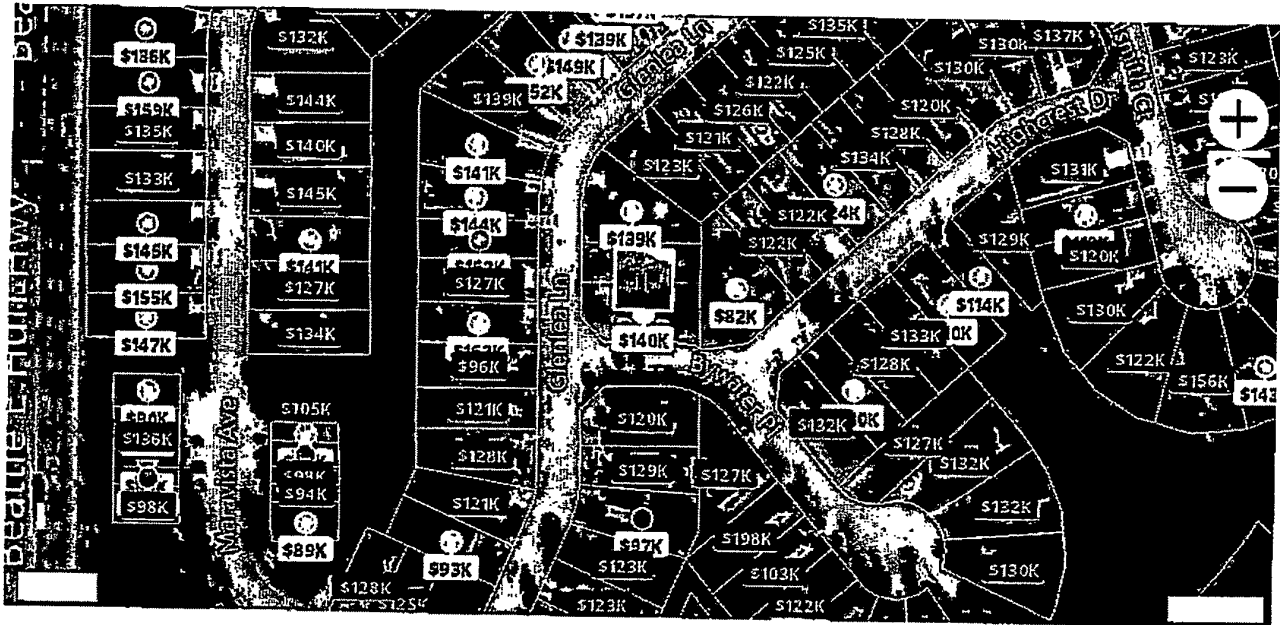
Greenville

United States

Zillow predicts will rise 3.7% next year, compared to a 3.1% rise for Greenville as a whole. Among 29617 homes, this home is 20.4% more expensive than the midpoint (median) home, and is priced 28.9% more per square foot.

Walk Score 17 (Car-Dependent)

NEIGHBORHOOD MAP



NEARBY HOMES



OFF MARKET
\$125,767 3 bds · 3 ba · 1,310 sqft
 304 Glenlea Ln, Greenville, SC

Sold 03/14/2017



SOLD:
 Price/sqft: -- · 4 bds · 2.5 ba · 1,450 sqft
 308 Glenlea Ln, Greenville, SC

Nearby Schools in Greenville

GREATSCHOOLS RATING

GRADES DISTANCE

5	Armstrong Elementary	PK-5	0.5 mi
out of 10			
4	Berea Middle	6-8	0.4 mi
out of 10			

4

Berea High

9-12

2.2 mi

out of 10

Data by GreatSchools.org

About the ratings: GreatSchools ratings are based on a comparison of test results for all schools in the state. It is designed to be a starting point to help parents make baseline comparisons, not the only factor in selecting the right school for your family.

Disclaimer: School attendance zone boundaries are provided by a third party and subject to change. Check with the applicable school district prior to making a decision based on these boundaries.

Listing Provided by

Daniel Lampinen, Greer Real Estate Company, (864) 877-2770, Source: Greater Greenville Association of REALTORS



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ELECTRONICALLY FILED - 2024 Jul 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

Similar Homes for Sale



FOR SALE
\$218,000
3 beds, 2.0 baths, 1440 sqft
44 Duke St, Greenville, SC 29617



FOR SALE
\$207,900
3 beds, 3.0 baths, -- sqft
2 Hampton Farms Trl LOT 1



FOR SALE
\$215,000
4 beds, 3.0 baths, 2557 sqft
603 Yearling Rd, Greenville

Nearby Similar Sales

SOLD: \$112,000
Sold on 9/1/2017
3 beds, 2.0 baths, 1260 sqft
21 Fairhope Ln, Greenville, SC 29617

SOLD: \$114,000
Sold on 3/30/2017
3 beds, 2.0 baths, 1200 sqft
710 Highcrest Dr, Greenville, SC 29617

SOLD: \$117,000
Sold on 8/16/2017
3 beds, 2.0 baths, 1312 sqft
10 Groovy Way, Greenville, SC 29617

SOLD: \$120,000
Sold on 8/10/2017
3 beds, 2.0 baths, 1000 sqft
5 Maravista Ave, Greenville, SC 29617

SOLD: \$121,000
Sold on 9/12/2017
2 beds, 2.0 baths, 1277 sqft
100 Glenlea Ln, Greenville, SC 29617

Exhibit J



SELLER SERVICE PLEDGE® CERTIFICATE*

As an independently owned and operated CENTURY 21® office, we are dedicated to providing you with service that is professional, courteous and responsive in helping you market your property. To fulfill this commitment, we agree to provide you with the following services:

1. Dedicate ourselves to making the process of selling your home as easy and successful as possible.
2. Respect you and your needs and be honest and forthright, in accordance with Fair Housing regulations and ethical real estate practices.
3. Hold your best interests in the highest regard throughout the process.
4. Value and respect your time, being as efficient and effective as possible.
5. Endeavor to always understand your needs and respond quickly.
6. Provide regular progress reports throughout the process, and discuss comments received about your property with you.
7. Explain each step of the process and act as a guide to help you make informed decisions.
8. Make recommendations to enhance the marketability of your property.
9. Utilize a written Competitive Market Analysis and local market information to help you set an appropriate listing price to sell your home and receive the value you deserve.
10. Introduce you to other professionals (mortgage lenders, title agents, etc.) for information or assistance as appropriate.
11. Develop, present and agree upon a Customized Marketing Plan that will detail specific promotional efforts to help best market your property.
12. Place the internationally recognized CENTURY 21 yard sign on your property, with your permission and subject to local ordinances.
13. Post your property on c21.com, a site which receives millions of visitors each month.
14. Promote your property to potential buyers.
15. Utilize the CENTURY 21 System's vast online resources to expose your property to potential buyers around the world.
16. Utilize the CENTURY 21 System to help you obtain the results you deserve, including leveraging our network of more than 7,000 offices worldwide.
17. Submit to you all written offers, assist with negotiations, and provide an estimate of your net sales proceeds, so you understand these implications prior to the acceptance or rejection of any offer.
18. Upon acceptance of an offer by you, pre-settlement (escrow) activities throughout the closing process will be monitored as permitted by law or local practice.
19. Assist you in finding your next home, or offer to refer you to another CENTURY 21 office in another location.
20. Use the full breadth of our collective experience, knowledge, tools and the most up-to-date training to best serve you.
21. **Return all calls promptly**

We appreciate your allowing us to help you with the marketing of your property. If at any time you have a question, concern, comment or suggestion, please contact:

Name: Annamarie Congemi-Gantter

Phone 864 272-4044

This CENTURY 21® Seller Service Pledge Certificate applies only to an exclusive right to sell agreement of not less than 180 days. Please be advised that the nature of the agency relationship as contemplated by this Seller Service Pledge may change in the course of a transaction with your permission or by operation of state law. In this event, some of the services represented may change or become void. If any terms or conditions contained herein are prohibited by local law, they shall be considered severed from this pledge and of no force or effect. In the event of any alleged breach under the terms of this 21 Point Seller Service Pledge Certificate, the seller (as a sole and exclusive remedy) may terminate the exclusive right to sell agreement, provided that the local independently owned CENTURY 21 office is given ten days (10) written notice of the reason for termination and an opportunity to cure the default during the notice period.

A Copy of this Seller Service Pledge Certificate has been received on (date): 07/24/2018

From CENTURY 21

Associate: Ross Bryson

License #: 93701

Broker(s): Annamarie Congemi-Gantter

By Seller(s):

Current Address:

707 E. North St. Greenville, SC 29601

Current Phone:

864-240-9110

Email

joseph.plaxco@plaxcolaw.com

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Century 21 Blackwell Greenville, 333 Wade Hampton Greenville SC 29609
Phone: 8643609193 Fax: 8643707013 Ross Bryson

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Plaxco

Exhibit K



EXCLUSIVE RIGHT TO SELL AGREEMENT LISTING AGREEMENT



ELECTRONICALLY FILED - 2024 JUL 22 8:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303329

In consideration of the covenants herein contained, Joseph Plaxco P.R. of Frances Michalski Estate
Sole Property Owner(s) (hereinafter called "**OWNER**") and Century 21 Blackwell Greenville
Real Estate Company (hereinafter called "**BROKER**"), agree as follows:

For the period of time beginning on _____, _____, and ending at midnight on _____,
_____, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Lot 531 Block _____ Section _____ Subdivision Village at Glenlea

Address 48 Maravista Ave

Tax Map # B008.08-01-119.00 City Greenville Zip 29617-1231

County of Greenville, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any,
described here. _____

1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

JP Seller acknowledges receiving an explanation of the types of agency relationships that are offered by the brokerage
and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at
which substantive contact occurred between the agent and the seller.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act
as a **dual agent** or a **designated agent** in a specific transaction.

If asked:

- JP Permission to act as a dual agent will not be considered.
- JP Permission to act as a dual agent may be considered at the time I am provided with information about the other
party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**.
- JP Permission to act as a designated agent will not be considered.
- JP Permission to act as a designated agent may be considered at the time I am provided with information about the
other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency
Agreement**.

2. COMPENSATION TO OTHER BROKERAGES:

Owner acknowledges Broker has advised Owner of Broker's general company policy regarding cooperating with and
compensating other Brokerages. Owner authorizes listing Broker to compensate other Brokerages as legally required in the
following amounts of U.S. dollars and or percentage of gross sales price:

Buyer Agency 3.000 % and or \$ _____; Transaction Brokerage (Non Agency) 3.000 % and or \$ _____;
Sub Agency _____ % and or \$ _____; Other _____

3. TERMS: As follows:

- A. Broker agrees to employ Broker's best efforts to sell or to secure a contract for the sale of the property for a price of
One hundred and fifty three thousand and 00/100 Dollars
(\$ 153,000.00) and in return Owner agrees to pay Broker a fee of \$ _____ or a commission of
6.000 % of gross sales price if Broker, Owner, another broker, or any other person or company produces a
Buyer who is ready, willing, and able to purchase the property on the terms described above or on any terms acceptable to
Owner. Owner understands that Broker shall pay cooperating brokers a fee of \$ _____ or a commission of
3.000 % of gross sales price. Owner and Broker agree that there shall be no variation or exception in the
amount of the fee or commission to be paid, unless specified under Paragraph 27. The brokerage fee shall be earned, due
and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner
shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to
complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed,
Broker's full fee shall be due and payable by Owner.

JP OWNER, OWNER, AND BROKER HAVE READ THIS PAGE.

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Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due by Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. Closing Attorney is hereby irrevocably directed to deduct and pay said Broker's fee from the proceeds of the sale.

If the property is sold within 180 days of the expiration or termination of this Agreement (which shall be the "protection period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The protection period shall be terminated if Owner enters into a listing agreement with another broker during the protection period.

B. For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

4. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

5. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

6. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a Buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this Agreement, Broker shall keep confidential all information received during the course of this Agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

7. **BROKER LIABILITY LIMITATION:** Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.

8. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ _____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

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- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and
- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final HUD-1 settlement statement for the transaction prior to the closing date; and
- K. Not to deal directly with prospective buyers of this property during the period of this agency and shall refer any inquiries received directly and immediately to the Broker; and
- L. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- M. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this Agreement which was received during the course of this Agreement in accordance with South Carolina law.

9. PROPERTY INFORMATION/SELLER'S PROPERTY DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Property Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs. Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or subagents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

10. DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy. Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

11. TAXES: Owner covenants and agrees to comply with the provisions of the South Carolina Code Section 12-8-580 (as amended) regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute. The payment of rollback taxes, if applicable, and past personal property taxes, if applicable, shall be negotiated between the Owner and any prospective buyer.

12. COASTAL TIDELANDS & WETLANDS ACT: In the event the property is affected by the provisions of the South Carolina Coastal Tidelands & Wetlands Act (Section 48-39-10, et. seq., South Carolina Code of Laws), an addendum will be attached to the sales agreement incorporating the required disclosures. The payment of any necessary surveys shall be negotiated between the Owner and any prospective buyer.

13. MULTIPLE LISTING SERVICE: The property ☒ shall be ☐ shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

14. LOCKBOX: Owner ☒ agrees ☐ does not agree for a MLS lock box to be installed on the property to facilitate showing and inspection of the property. Owner acknowledges and agrees that neither Broker, nor Broker's agents, subagents, or anyone showing the property through the MLS, shall be responsible for any damage to, or loss of personal property, or to the realty, except such damage or loss as may be caused by the negligence of such party.

 OWNER, ☐ OWNER, AND  BROKER HAVE READ THIS PAGE.

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Plaxco

Owner further acknowledges that Broker nor MLS is an insurer against the loss of personal property and agrees to release Broker and MLS from any responsibility therefore.

15. INTERNET MARKETING: Owner ☒ agrees ☐ does not agree that the listing may be placed in electronic marketing mediums including, but not limited to, the internet, MLS Internet Data Exchange (IDX) program or other similar on-line computer services and to share listing data, including the property address, with other members of MLS for marketing and advertising purposes only. Owner further agrees to permit other real estate firms who belong to any listing service of which Broker is a member to advertise the listing on the internet in accordance with the listing service rules and regulations.

16. OTHER OFFERS: Owner understands that the Broker's responsibility to present offers to purchase to the Owner for Owner's consideration terminates at the closing of the subject property or expiration of this Agreement, whichever occurs first.

17. MARKETING THE PROPERTY: The Broker shall not continue marketing the property after an offer has been accepted, unless requested in writing by the Owner to do so.

18. NO CONTROL OF COMMISSION RATES OR FEES: The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The subagency compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

19. MAINTENANCE: Owner agrees to maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first. Owner also warrants that all heating, air conditioning, electrical, and plumbing systems as well as built-in or appurtenant equipment or appliances shall be in operative condition on the day of closing or possession, whichever occurs first. Unless otherwise agreed herein, Owner shall deliver the premises to the Buyer with no broken panes; no torn or missing door screens or window screens; and with no missing or broken hardware, lighting, or plumbing fixtures.

20. AGREEMENT TO SELL: When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.

21. LEAD-BASED PAINT: For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure") must be signed by Owner and attached to this Agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this Agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this Agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

22. MEDIATION CLAUSE: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

23. FAIR HOUSING: Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

24. FACSIMILE: The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

25. ENFORCEMENT: The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

 OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

Form 220
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26. SEX OFFENDER/CRIMINAL INFORMATION: Seller agrees that Broker is not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Broker for failure to obtain or disclose sex offender or criminal information. Seller agrees that they have sole responsibility to obtain their own sex offender, death, psychological stigma, clandestine laboratory, and crime information from sources (e.g. law enforcement, P.I., web). The Seller may obtain information about the Sex Offender Registry and persons registered with the Registry by contacting the local county Sheriff or other appropriate law enforcement officials.

27. OTHER TERMS AND CONDITIONS: _____

THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SC DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS FORM. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

Owner: Joseph Plaxco, PR of the Estate of Frances Micholtski Date 7-29-18 Time 1:00 PM
Joseph Plaxco P.R. of Frances
 Email: joseph.plaxco@plaxcolaw.com Phone: 864-240-9112 Fax: 864-232-7707
 Witness: Donna B. Fiddle Date 7/29/18 Time 1:00 PM

Owner: _____ Date _____ Time _____

Email: _____ Phone: _____ Fax: _____

Witness: _____ Date _____ Time _____

Owner's Mailing Address: _____

Real Estate Firm: Century 21 Blackwell Greenville Phone: (864) 370-7000

By: Ross Bryson Date 7/25/18 Time _____

The foregoing form is available for use by the entire real estate industry. The use of the form is not intended to identify the user as a REALTOR®. REALTOR® is the registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. Expressly prohibited is the duplication or reproduction of such form or the use of the name "South Carolina Association of REALTORS®" in connection with any written form without the prior written consent of the South Carolina Association of REALTORS®. The foregoing form may not be edited, revised, or changed without the prior written consent of the South Carolina Association of REALTORS®.

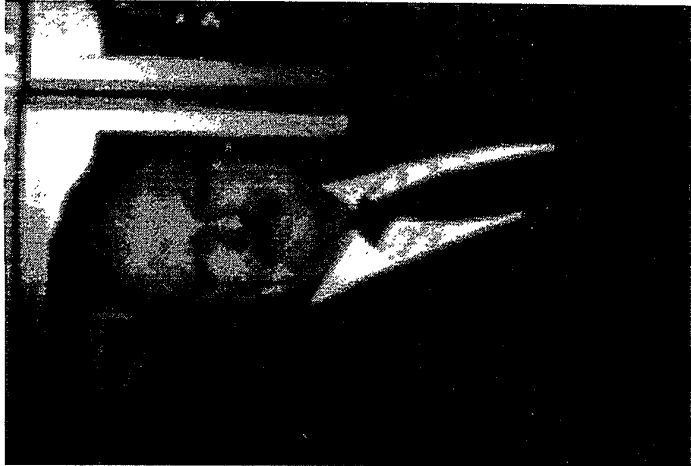
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Exhibit L

TOTAL										Statistics									
STING COUNT: 8										DAYS ON MARKET: 43									
Action Icons										Photo									
MLS #	Class	Status	Area	Address	LOW	AVERAGE	MEDIAN	TOTAL PRICE	Zip	MLS #	Class	Status	Area	Address	LOW	AVERAGE	MEDIAN	TOTAL PRICE	Zip
1360375	RE	SLD	061	109 Millsmith Court	\$114,000	\$144,588	\$149,000	\$1,301,300	29617	1360375	RE	SLD	061	109 Millsmith Court	\$114,000	\$144,588	\$149,000	\$1,301,300	29617
1358416	RE	SLD	061	316 Glenlea Lane	\$121,000	\$144,589	\$149,000	\$1,012,125	29617	1358416	RE	SLD	061	316 Glenlea Lane	\$121,000	\$144,589	\$149,000	\$1,012,125	29617
1372161	RE	CTG	061	521 Glenlea Lane	\$135,000				29617-1240	1372161	RE	CTG	061	521 Glenlea Lane	\$135,000				29617-1240
1369991	RE	SLD	061	607 Bywater Place	\$149,000				29617	1369991	RE	SLD	061	607 Bywater Place	\$149,000				29617
1360727	RE	SLD	061	602 Bywater Place	\$139,000				29617	1360727	RE	SLD	061	602 Bywater Place	\$139,000				29617
1362947	RE	SLD	061	318 Glenlea Lane	\$159,900				29617	1362947	RE	SLD	061	318 Glenlea Lane	\$159,900				29617
1359567	RE	SLD	061	105 Perthwood Place	\$158,500				29617	1359567	RE	SLD	061	105 Perthwood Place	\$158,500				29617
1369661	RE	CTG	061	102 Millsmith Court	\$159,900				29617	1369661	RE	CTG	061	102 Millsmith Court	\$159,900				29617
1365599	RE	SLD	061	31 Maravista Avenue	\$165,000				29617	1365599	RE	SLD	061	31 Maravista Avenue	\$165,000				29617

Exhibit M



William L. Dodson Jr.

Bill Dodson has been a trial lawyer for over 40 years, and has successfully represented clients who have suffered serious injury and death in all types of cases, including medical malpractice, traffic accidents and industrial accidents. He believes that there is no substitute for experience and personal attention to his clients' needs.

A lifelong resident of South Carolina, Bill grew up in Wando Shoals. He holds a Bachelor of Arts degree in English from the University of South Carolina and a Juris Doctor degree from the University of South Carolina School of Law. Bill was admitted to the United States District Court in 1981 and to the United States Court of Appeals in 1988. He is a member of the South Carolina Bar Association and the Greenville County Bar Association.

Bill is a member of the South Carolina Association of Justice and the American Board of Trial Advocates. He has been awarded the AV Preeminent rating by Martindale-Hubbell, the highest possible rating in both legal ability and ethical standards. He received the Super Lawyers designation in 2012.

Bill and his wife, Susan, have been married for 38 years and have two children and two grandchildren. He is a member of First Baptist Greenville and sings in the Sanctuary Choir. When he is not practicing law, Bill enjoys golf and fishing.

Education

- University of South Carolina School of Law, Columbia, South Carolina
 - J.D. Degree - 1977
- University of South Carolina
 - B.A. - 1974

Bar Admission

- South Carolina, 1977
- U.S. District Court District of South Carolina, 1981
- U.S. Court of Appeals 4th Circuit, 1988

Professional Associations

- Greenville County Bar Association, Member
- South Carolina Bar, Member
- South Carolina Association for Justice, Member
- American Board of Trial Advocates (ABOTA), Member
- Haynesworth / Perry Chapter of the American Inns of Court

Representative Cases

- Simmons v. Greenville Hospital System, 355 S.C. 581, 586 S.E. 2d 569 (2003)
- Boone v. Huntington and Guerry Elec. Co., 311 S.C. 550, 430 S.E. 507 (1993)
- Beck v. Clarkson, 300 S.C. 293, 387 S.E. 2d 681 (Ct. App. 1989)
- Patterson v. I.H. Services Inc., 285 S.C. 300, 368 S.E. 2d 215 (1988)
- State v. Gambrell, 274 S.C. 587, 266 S.E. 2d 78 (1980)
- State v. Duncan, 274 S.C. 379, 264 S.E. 2d 421 (1980)

Started Here By Filling Out Our
Contact Form

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ut your situation here.

Exhibit N

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

C.A. No.: 2017-CP-23-04295

Joseph M. Plaxco as Personal Representative
of the Estate of Frances Michalski,

Plaintiff,

-vs-

Bon Secours St. Francis Health System, Inc.,
St. Francis Physician Services, Inc. and
Gregory W. San, MD.

Defendant.

**ORDER APPROVING
SETTLEMENT**

20 MAR 5 PM 2:22
PAID WORKSHEET 00234150

This matter is before the Court by way of a Verified Petition brought by the above named Plaintiff, pursuant to code S.C. Code Ann. § 15-51-42, for approval of the settlement of Survival and Wrongful Death claims. A hearing was held before me and the Greenville County courthouse on March 5, 2020, at which time the Plaintiff was present and represented by William L. Dodson, Jr.. The Defendants were represented by Bo Boman of Roe, Cassidy, Coates & Price. Having carefully considered the Petition, the testimony presented, and the presentations of counsel, I make the following findings of facts and conclusions of law:

I.

I find that the Plaintiff is the duly appointed Personal Representative of the Estate of Francis Michalski, and that he has the authority to settle this action, and further, that this Court has jurisdiction to approve such settlement.

II.

I find that, pursuant to the Last Will and Testament of Francis Michalski, her children, Mayra Michalski and Luis Michalski are the sole heirs of the estate. And further, Mayra

copy to all attys @ counter
Dismiss Case

1 N/A #1

Michalski and Luis Michalski are the sole beneficiaries under the South Carolina Wrongful Death Act, S.C. Code Ann. § 15-51-10 et seq.

III.

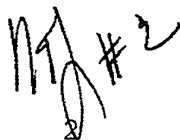
The Plaintiff is an attorney and I find that he fully understands his right to have this case tried by a jury and that approval of this settlement will end all claims of every kind and nature against the Defendants. I further find that the Plaintiff fully understands all of the provisions of the settlement, as set forth in his Petition, and that he has decided to enter into this settlement agreement freely and voluntarily in the belief that such settlement is in the best interest of the estate and the statutory beneficiaries.

IV.

I find that no medical expenses were incurred as a result of the alleged negligent act involved in this case, that no medical expenses incurred prior to the rupture of the deceased's pulmonary artery could be considered legitimate damages related to this case. I further find that no medical expenses were ever claimed as damages in this litigation, and that no medical expenses are being paid as part of this settlement. I further find that no part of this settlement represents punitive damages.

V.

I find that the settlement agreement, as set forth in the Petition, is fair and reasonable under the circumstances of this case, and is in the best interests of the estate and the statutory beneficiaries, and that such settlement agreement should be approved in its entirety, including the payment of attorney's fees and costs, both of which I find to be reasonable.

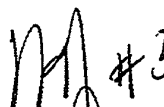
Handwritten signature and initials, possibly "MJD #2", in black ink.

VI.

I find that it is fair and equitable to the estate and to the statutory beneficiaries that the net proceeds of this settlement, after the payment of attorney's fees and costs be allocated \$10,000.00 to the Survival Action and the balance to the settlement to the Wrongful Death Action.

Now therefore, it is Ordered as follows:

- a. The settlement agreement as set forth in the verified petition is hereby approved in its entirety, including the payment of attorney's fees and costs;
- b. The net proceeds of this settlement, after payment of the attorney's fee and costs, shall be allocated \$10,000.00 to the survival action settlement and the balance to the settlement of the wrongful death action. The amount allocated to the survival action shall be held in trust by Plaintiff's attorney pending further order of the Probate Court. The amount allocated to the wrongful death action shall be divided between and paid equally to Mayra Michalski and Luis Michalski.
- c. Upon payment of the full settlement, the Plaintiff is authorized and directed to execute a release in favor of the Defendants, their Personal Representatives successors, assigns and insurance carriers, releasing them from any and all claims arising from the death of Francis Michalski, and all matters alleged in the above captioned action.

 #3
SIGNATURE ON PAGE FOUR

2/5/20

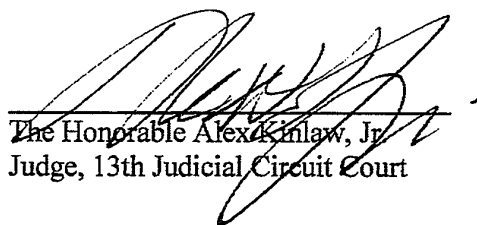

The Honorable Alex Kinlaw, Jr.
Judge, 13th Judicial Circuit Court

Exhibit O



Acknowledgment of Voluntary Surrender of Collateral

Being unable to continue payment, or having defaulted on the terms of the retail installment contract, you, Frances M. Michalski voluntarily surrender and return to CarMax the following described collateral: 2009 (Year) Smart (Make) FORTWO (Model) WNEEJ31X99K26A500B "Collateral". By signing below you, and CarMax, acknowledge delivery to CarMax of the Collateral. You acknowledge inspecting the Collateral and removing all personal property from it, and you release CarMax, CarMax Auto Finance, and their agents from all claims, demands, actions, and damages for any personal property remaining in the Collateral.

With your voluntary surrender of the Collateral, we will proceed with selling it. We will send you any notices required by law associated with a sale. The money that we get from the sale (after paying our costs) will reduce the amount you owe under your retail installment contract. If we get less money than you owe under the contract, you will still owe us the difference and you understand that we may contact you to collect any remaining balance. If we get more money than you owe, you will get the extra money, unless we must pay it to someone else. By surrendering the Collateral, you are not waiving any rights you may have to redeem the Collateral or reinstate the contract.

If you are a Wisconsin resident and/or you purchased the Collateral in Wisconsin:

In addition to the above, please be advised you are not required to voluntarily surrender the Collateral and we are not asking you to do so. You acknowledge that you may have the right to a court hearing to determine whether you are in default under the contract and whether CarMax is entitled to possession of the Collateral at this time. By surrendering the Collateral, you understand that you are waiving your right to a hearing. With your signature below, you acknowledge that this surrender is voluntarily given without breach of the peace and that you have the authority to surrender the Collateral.

Acknowledged and agreed to:

Frances M. Michalski by Joseph M. Plaxco, PR
Buyer Signature
Frances M. Michalski by Joseph M. Plaxco, PR
Printed Name

Joseph M. Plaxco, PR
Co-Buyer Signature
Joseph M. Plaxco, PR
Printed Name

Address

Address

Address

Address

Receipt of the Collateral is hereby acknowledged:

CarMax Store Number: 7177
Store Address: 2800 Laurens rd Greenville SC 29601

By: [Signature]
Title: BDM

Number of keys with vehicle: _____

Date: 2-22-17

Witness: [Signature]
Business Office Administrator

Date: _____

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

Margaret Miniard, individually,
and as Personal Representative
of the estate of Geraldine T. Schnabel,

COMPLAINT
Trial By Jury Demanded
Civil No. 6:24-cv-04132-JDA

v.

Jennifer Browning,
individually, and Browning Geriatric
Consulting LLC, Abigail Hodges, Colton
Bazzle, Scott Montjoy, Jeffrey Allen, individually,
and UBS Financial Services, Inc., Daniel Collins,
Renee Tedrick, TNB Financial Services, and
Thomasville National Bank, and Thomasville
Bancshares, Inc., R. O'Neil Rabon, Clayton Jennings,
Melanie Johnson, individually, and
Dixon Goodman Hughes, LLP, Christopher
Couchell individually and KiKi's Kare LLC
d/b/a Comfort Care, Comerica Bank
and Trust N.A.

**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**

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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 USC 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**”), of which Plaintiffs (as defined below) have been the victims of 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 each of them is reflected in court filings, property transactions, witness interviews, bank records, trust documents, medical records, other professional records, depositions and 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 (as defined below) of valuable property and rights. This association-in-fact will be referred to throughout as the **Sham Probate Enterprise**. 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 and property transactions, some of which were purportedly authorized by court orders² for which the judicial officers involved do not enjoy any form of immunity, particularly when those judicial officers have knowledge of the ongoing pattern and scheme and take no steps to protect the victims, even assisting

in the abuse of the victims, while the **Collaborators** failed to disclose conflicts of interest and committed extortion under South Carolina law, as well as other predicate acts. In this regard, various financial institutions, some of whom are named **Collaborators** herein, have willingly participated in the schemes along with health care workers and health care institutions who fraudulently created assessments and other fraudulent documentation to further their trodding of the rights of the victims including the Plaintiffs here. The use 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 **RICO Collaborators** and other parties was associated with or participated in the affairs of the **Sham Probate Enterprise** as defined above, 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 give up property and assets. The **Collaborators** and related parties all conducted themselves in a manner knowing their activities, joint activities, and actions were directed toward the Plaintiffs and their heirs and estate in concert acting on behalf of the **Sham Probate Enterprise** which would and did and continues to cause Plaintiffs and their heirs and estate 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. Plaintiff, Margaret **Miniard**, a citizen of the County of Greenville, State of South Carolina, brings this action both individually and as Personal Representative of the Estate of Geraldine T. **Schnabel**. The Defendant **Collaborators**, through their coordinated actions alleged herein, deprived Margaret **Miniard** of the ability to fulfill her duties as Geraldine **Schnabel's** rightful Power of Attorney and Health Care Power of Attorney. The Defendant **Collaborators** further took control of, diverted, and personally retained, a significant portion of the assets contained in Geraldine **Schnabel's** possession and/or her trust, and, after her death, in her estate, of which Margaret **Miniard** now serves as the Personal Representative.
7. Defendant **Collaborators** coordinated with one another, knowingly or otherwise, to create and operate a **Sham Probate Enterprise** which constituted an association-in-fact 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 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, some of whom are named as **Collaborators** herein, 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.

8. The **Sham Probate Enterprise** preyed upon and victimized the Laurens 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, to the detriment of the Probate Court 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 second of several similar cases that will be filed for the benefit of other victims.
9. 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** still entrusted with responsibility to provide service to current victims, who will surely suffer as these Plaintiffs have.
10. 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 victims, including these Plaintiffs.

11. 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 normally administered by probate courts by virtue of the manipulation of its corporate structure to charge and 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 these Plaintiffs, to its enrichment without ever having been court-appointed or subjected to judicial oversight.
12. Upon information and belief, Dr. Scott **Montjoy** is a citizen and resident of Spartanburg County, South Carolina and was responsible for creating the false finding of incapacity concerning Geraldine Schnabel which was intended to further the efforts and goals of the **Sham Probate Enterprise**.
13. Upon information and belief, Defendant **Collaborator Christopher Couchell** is the owner of Defendant **Collaborator Kiki's Kare, 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. Upon information and belief, Defendant **Collaborator Kiki's Kare, LLC** is a South Carolina limited liability company organized and existing under the laws of the State of South Carolina. Upon information and belief, Defendant **Collaborator Kiki's Kare, 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 Defendant **Collaborator 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 Daniel Collins** 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 and best interests of Geraldine **Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. While representing Geraldine **Schnabel** during the time periods relevant to this case, **Collins** simultaneously represented Defendant **Collaborators Jennifer Browning, Abigail Hodges, Colton Bazzle, TNB Financial Services, and UBS Financial Services Inc.**, demonstrating his active production and maintenance of conflicting interests without proper disclosure of his conflicts of interest to Geraldine **Schnabel** and/or her lawful representatives.
16. Upon information and belief, Defendant **Collaborator Renee Tedrick** 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 herself while acting contrary to the wishes and best interests of Geraldine **Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. While representing Geraldine **Schnabel** during the time periods relevant to this case, Defendant **Collaborator Tedrick** simultaneously represented Defendant **Collaborators Jennifer Browning, Abigail Hodges, Colton Bazzle, TNB Financial Services, and Defendant UBS Financial Services Inc.**, demonstrating her active production and maintenance of conflicting interests without proper disclosure of her conflicts of interest to Geraldine **Schnabel** and/or her lawful representatives.

17. Upon information and belief, Defendant **Collaborator R. 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 Geraldine **Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. **Rabon** represented Defendant **Collaborator Jennifer Browning** in numerous cases and, on information and belief, also appeared regularly in *ex parte* proceedings seeking her appointment in multiple cases before probate courts, indicating his tendency to repeatedly engage in the fraudulent acts alleged herein.
18. Upon information and belief, Defendant **Collaborator Clayton Jennings**, a judge, 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** and on relevant occasions worked in concert with other **Collaborators**, some of whom are

named as Defendants herein, who participated in the **Sham Probate Enterprise**. **Jennings** represented Defendant **Collaborators Jennifer Browning and Browning Geriatric Consulting LLC** in other court proceedings while acting as attorney for two **Collaborators** in certain probate and common pleas matters concerning **Geraldine Schnabel** and Plaintiff **Margaret Miniard**.

19. Upon information and belief, Defendant **Collaborator Abigail Hodges** is a citizen and individual of the County of Laurens, 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 **Geraldine Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. Defendant **Collaborator Abigail Hodges** is the granddaughter of **Geradine Schnabel** and participated in the furtherance of the **Sham Probate Enterprise** to further her individual interests and those of the other **Collaborators**.
20. Upon information and belief, Defendant **Collaborator Colton Bazzle** is a citizen and individual of the County of Laurens, 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 **Geraldine Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. Defendant **Collaborator Colton Bazzle** is the grandson of **Geradine Schnabel** and participated in the furtherance of the **Sham Probate Enterprise** to further her individual interests and those of the other **Collaborators**.

21. Upon information and belief, Defendant **Collaborator Jeffrey Allen** is a citizen and resident of Greenville, South Carolina and was, at all relevant times, and employee of Defendant **Collaborator UBS Financial Services, Inc.** (hereafter “**UBS**”).
22. Upon information and belief, Defendant **Collaborator UBS** is a Swiss banking institution with local offices operating within the United States of America, including a local branch operating in Greenville County, South Carolina. At all relevant times, Defendant **Collaborators Jeffrey Allen and UBS** have assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich themselves while acting contrary to the wishes and best interests of Geraldine **Schnabel**, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**.
23. Upon information and belief, Defendant **Collaborator Thomasville Bancshares, Inc.** is incorporated and existing under the laws of the State of Georgia, with location in Greenville County, State of South Carolina. On information and belief, Defendant **Collaborator Thomasville National Bank** is a wholly owned subsidiary of Defendant **Collaborator Thomasville Bancshares**. On information and belief, Defendant **Collaborator TNB Financial Services** (hereafter “**TNB**”) serves as the trust and investment division of Defendant **Collaborator Thomasville National Bank** and maintains a local office in Greenville, South Carolina. At all relevant times, Defendant **Collaborators TNB, Thomasville National Bank, and Thomasville Bancshares**, actively participated 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 Defendants herein, who participated in the **Sham Probate Enterprise**. Moreover, in

furtherance of the **Sham Probate Enterprise** and its own interest, **TNB** actively sought Guardianship and Conservatorship over Geraldine **Schnabel** in the course of its attempt to have **TNB** to take control of all of Geraldine **Schnabel's** assets.

24. Upon information and belief, Defendant **Collaborator** Melanie **Johnson** is a citizen and resident of Greenville County, South Carolina, and was at all relevant times an employee of Defendant **Collaborator** **Dixon Goodman Hughes, LLP**. On information and belief, Defendant **Collaborator** **Dixon Goodman Hughes, LLP** has locations across the South and Mid-Atlantic including a location in Greenville County, South Carolina. On information and belief, Defendant **Collaborator** Melanie **Johnson**, through her role at Defendant **Collaborator** **Dixon Goodman Hughes, LLP**, acted as Geraldine **Schnabel's** CPA while working adversely to Geraldine **Schnabel's** interest with Defendant **Collaborators** in furtherance of the **Sham Probate Enterprise**. At all relevant periods of time, Defendant **Collaborators** Melanie **Johnson** and **Dixon Goodman Hughes, LLP** 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 Defendants herein, who participated in the **Sham Probate Enterprise**.
25. Upon information and belief, Defendant **Collaborator** **Comerica Bank and Trust N.A. (hereafter Comerica)** is incorporated and existing under the laws of the State of Delaware, with physical location in South Carolina. On information and belief, at all relevant periods of time, Defendant **Collaborator** **Comerica** actively participated 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 Defendants herein, who participated in the **Sham Probate Enterprise**. Moreover, in furtherance of the **Sham**

Probate Enterprise and its own interest, and in accordance with the **Collaborators'** plan, Defendant **Collaborator Comerica Bank** assisted the **Sham Probate Enterprise** by declining without any commercially valid reason or excuse to serve as successor Trustee for Geraldine **Schnabel**, despite being named her successor Trustee, so that Defendant **Collaborators TNB** and **UBS** could assume the role as the successor Trustees in furtherance of the **Sham Probate Enterprise**, allowing for Defendant **Collaborators TNB** and **UBS** to take control of all of for Geraldine **Schnabel's** assets in furtherance of the interest of the **Sham Probate Enterprise**

IV. STATEMENT OF THE CASE

26. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.
27. The Defendant **Collaborators** created a **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

28. From 1994 through 2017, now-deceased Geraldine **Schnabel** and her late husband Robert **Schnabel** ("Mr. **Schnabel**") hired Defendant **Collaborator Daniel Collins** to serve as their estate planning attorney to draft their estate documents. Mr. and Mrs. **Schnabel** were married for approximately sixty (60) years before Mr. **Schnabel's** passing on February 3, 2018.
29. Geraldine **Schnabel** executed the original Geraldine T. **Schnabel** Living Trust Dated

November 9, 1994 (“Trust”) and the Robert C. Schnabel Trust Dated November 9, 1994. Mr. Schnabel and Geraldine **Schnabel** made several amendments to their trusts throughout the years, with the last amendment being made by Geraldine **Schnabel** in 2018 after the death of her husband.

30. Mr. and Mrs. Schnabel amassed their wealth through the sale of their very successful chemical company in the early 2000s. Sometime after the sale of the business Mr. and Mrs. Schnabel once again looked to amend their estate documents, this time to address distribution of what many would consider generational wealth upon their passing.
31. On or about September 4, 2013, Defendant **Collaborator** Daniel **Collins** drafted, and Geraldine **Schnabel** executed, a Health Care Power of Attorney referenced by the Trust which appointed Mr. Schnabel as her Health Care Power of Attorney with Defendant **Collaborator** Abigail **Hodges**, granddaughter of Geraldine **Schnabel**, as the successor appointee in the event of Mr. Schnabel’s incapacity.
32. To ensure the Trust was administered in a manner consistent with her wishes at any given time, Geraldine **Schnabel** expressly reserved the right to amend her Trust in whole or in part at any time so long as she possessed the requisite capacity to do so.
33. In the months leading up to April 10, 2017, Mr. and Mrs. **Schnabel**, in light of Mr. Schnabel’s awareness of his dire health situation, sought Defendant **Collaborator** Daniel **Collins**’ services to make the second amendment to their revocable trusts. Unbeknownst to Geraldine **Schnabel** at the time, Defendant **Collaborator** Daniel **Collins**, in conjunction with Defendant **Collaborators** Jeffrey **Allen**, **UBS**, Melanie **Johnson**, **Dixon Hughes**, Abigail **Hodges** and Colton **Bazzle**, and in furtherance of the interest of the **Sham Probate Enterprise** which was directly adverse to Geraldine **Schnabel**’s best

interests, planned how they would get Geraldine Schnabel to agree to their plan to gain control of the majority of the marital assets for the benefit of Abigail **Hodges**, Colton **Bazzle** and the **Sham Probate Enterprise**. There are emails currently in Plaintiffs' possession, which were obtained through subpoenas and discovery requests, that detail the **Collaborators'** careful planning and their acknowledgment that the plan being drafted and forced upon Geraldine **Schnabel** through undue influence and coercion was not in her best interest and was, in fact against her wishes and contrary to her best interests

34. In the lead up to the April 10, 2017 meeting to effectuate the final plan, Defendant **Collaborator Daniel Collins** created B & G Ranch, LLC and B & G Farm, Inc with participation from Defendant **Collaborators Jeffrey Allen, UBS, Melanie Johnson, Dixon Hughes, Abigail Hodges** and Colton **Bazzle**.
35. The extent of Defendant **Collaborator Daniel Collins'** and his **Co-Collaborators'** misconduct was and still is, shocking. At all relevant times leading up to the April 10, 2017 meeting, not only was Defendant **Collaborator Daniel Collins** acting as joint legal counsel for Mr. and Mrs. **Schnabel** with no written conflict waivers, the absence of which allowed **Collins** to willfully act against Geraldine **Schnabel's** interests in structuring the marital estate, but **Collins** was also serving as legal counsel for, and advancing the objectives of, B & G Ranch, LLC, B & G Farm, Inc., Abigail **Hodges** and Colton **Bazzle**, without disclosing this fact to Geraldine **Schnabel**.
36. By the conclusion of the April 10, 2017 meeting, Defendant **Collaborator Daniel Collins** had amended the Geraldine Schnabel Living Trust to consist of nothing more than approximately \$1.3 million in total assets, representing only a fraction of the fifty percent (50%) she would otherwise have been entitled to of the marital estate, and, in furtherance

of the **Sham Probate Enterprise**, to give Defendant **Collaborator Daniel Collins** the authority under the Trust to gain complete control of Geraldine **Schnabel's** assets in the event there was a vacancy in the Trusteeship, if certain conditions were met. Unbeknownst to Geraldine **Schnabel**, this was designed to be the very power that **Collins** and the other **Collaborators** used after Mr. **Schnabel's** death to gain control of all of Geraldine **Schnabel's** assets for the benefit of the **Sham Probate Enterprise**, Defendant **Collaborator Daniel Collins's** clients, and Defendant **Collaborators Abigail Hodges** and **Colton Bazzle**. This meeting was attended by Defendant **Collaborators Daniel Collins, Jeffrey Allen, Abigail Hodges, Colton Bazzle, and Melanie Johnson**. Defendant **Collaborator Abigail Hodges** recorded the meeting. On the recording the **Collaborators** can be heard celebrating. During the meeting, Defendant **Collaborator Jeffrey Allen** is offered a gift for his efforts in support of the scheme and Defendant **Collaborator Daniel Collins** is heard encouraging him to take it, noting that "everyone has." Defendant **Collaborator Jeffrey Allen** replies that there are laws that prohibit him from taking gifts, to which Defendant **Collaborator Daniel Collins** states that **Allen** could be paid as a consultant through **Collins's** firm, to which Defendant **Collaborator Jeffery Allen** happily agrees. Defendant **Collaborator Daniel Collins** can further be heard asking Geraldine **Schnabel** if she agrees with everything, then adds "it wouldn't matter if you didn't, would it?" Through the **Collaborators's** intimidation, and with the belief that she had no other choice, Geraldine **Schnabel** was forced to execute the documents resulting in Defendant **Collaborator Daniel Collins** naming himself to appoint a successor Trustee if a Trustee vacancy is left.

37. Upon Mr. **Schnabel's** death, Defendant **Collaborator Daniel Collins** then stepped in to

represent Mr. **Schnabel**'s Estate, while purporting to also continue his representation of Geraldine **Schnabel**. Defendant **Collaborator** Daniel **Collins** also represented Defendant **Collaborator** Abigail **Hodges**, as Personal Representative of Mr. **Schnabel**'s Estate, as successor Trustee of his trust, and as beneficiary of his Trust. Unbeknownst to Geraldine **Schnabel** in the aftermath of her husband's death and acting adversely to her interest, Defendant **Collaborators**, Daniel **Collins**, Jeffrey **Allen**, UBS, Melanie **Johnson**, Dixon **Hughes**, in furtherance of the interest of the **Sham Probate Enterprise**, worked to gain control of Geraldine **Schnabel**'s non-Trust assets as well, even coercing her to hand over two hundred and fifty thousand dollars (\$250,000) which **Collins** originally maintained in a written document was being held in his safe at his office. However, after personally taking the \$250,000 from Geraldine **Schnabel**'s home, these funds were never accounted for again. In fact, this is but one of many instances of the Defendant **Collaborators** actively working to keep account information and asset management details from Geraldine **Schnabel** despite her requests to access them.

38. In the year following her husband's death Geraldine **Schnabel** began to find her voice. She began asking Defendant **Collaborator** Daniel **Collins** questions about her estate documents, the farm, expenses being paid for the farm from her funds, and she started requesting copies of statements, even requesting that **Collins** make a change to her Trust, the third and final amendment.
39. In February 2019, Geraldine **Schnabel** became concerned about who would make her health care decisions if she could not since her husband was gone. Upon being told Defendant **Collaborator** Abigail **Hodges** would make them, she immediately scheduled a meeting with Ronnie Brown, a local long time family attorney for the **Schnabel** family,

to amend her Health Care Power of Attorney (“HCPOA”) to name her daughter Plaintiff Margaret **Miniard** (“Peggy”), who had been serving as her sole companion and caregiver as needed since before Mr. **Schnabel**’s death, and at all times since, as her HCPOA. The drafting attorney noted no concerns about Geraldine **Schnabel**’s capacity, and there is no dispute that Geraldine **Schnabel** was competent and capable of making her own decisions.

40. The February 11, 2019, HCPOA states in pertinent parts:

“I, Geraldine T. Schnable [sic] hereby appoint Margaret S. Miniard as my agent to make health care decisions for me as authorized in this document.”

“I grant to my Agent full authority to make decisions for me regarding my health.”

“When considering or making health care decisions for me, all individually identifiable health information and medical records shall be released without restriction to my health care agent(s).”

41. On or about July 15, 2019, Geraldine **Schnabel** traveled from Laurens to Defendant **Collaborator** Daniel **Collins**’ office to discuss many questions, including concerns regarding the handling of her funds. Geraldine **Schnabel** requested that Defendant **Collaborator** Daniel **Collins** draft a Durable Power of Attorney (“POA”) naming Plaintiff Margaret **Miniard** as the attorney-in-fact. The POA was executed and subsequently recorded with the Greenville County Register of Deeds on July 19, 2019. Immediately thereafter, and from his office, Defendant **Collaborator** Daniel **Collins** faxed a copy of the POA to Defendant **Collaborator** Jeffrey **Allen** at UBS as evidence that Plaintiff Margaret **Miniard** was now the Agent of Record on Geraldine **Schnabel**’s UBS accounts. Defendant **Collaborator** Daniel **Collins** also witnessed Plaintiff Margaret **Miniard**’s signature on UBS’s official Agent of Record documents and faxed it from his

office giving her power to control the **UBS** managed accounts.

42. The POA states in pertinent part as:

“I, Geraldine T. Schnabel, as Principal, hereby designate Margaret Ann S. Miniard as my true and lawful Agent...”

“Principal designates Agent, or Successor Agent, as the case may be, to determine if Principal is incapacitated...”

“Principal is executing this power to avoid guardianship and conservatorship proceedings against Principal. Accordingly, Principal directs that if a guardian or conservator is appointed, Principal’s herein named Agent shall be appointed...” (Emphasis added).

“Agent is expressly empowered:

To perform the acts necessary to maintain the customary standard of living of the Principal...Agent shall regularly and conscientiously make appropriate distributions of income and principal required or necessary to carry out this duty.”

“To pay expenses necessary to maintain the customary standard of living of the Principal...”

43. Subsequently, Geraldine **Schnabel** went back to meet with Defendant **Collaborator Daniel Collins**, with her daughter Margaret **Miniard** present, to discuss her estate documents and additional questions. It was during this meeting that Geraldine **Schnabel**’s attorney-in-fact, Plaintiff Margaret **Miniard**, informed Defendant **Collaborator Daniel Collins** that at the request of Geraldine **Schnabel**, she had been named as the replacement agent under the HCPOA, a document that was drafted approximately 5 months before Collins had Plaintiff Margaret **Miniard** named as the attorney-in-fact under Geraldine **Schnabel**’s POA.

44. Defendant **Collaborator** Daniel **Collins** proceeded to “excoriate,” according to his own words, for taking Geraldine **Schnabel** to a lawyer other than himself. Defendant **Collaborator** **Collins** also informed Margaret **Miniard** that should she elect to act under the HCPOA, that she would be subjected to both civil and criminal prosecution.
45. Over the coming months, in an effort to keep control of Mr. **Schnabel**’s assets, to keep control of Geraldine **Schnabel**’s assets, and to conceal the unlawful activities of the **Sham Probate Enterprise**, Defendant **Collaborators** Daniel **Collins**, Jeffrey **Allen**, UBS, Jennifer **Browning**, and **TNB**, through one of its representatives, put in motion the next steps of the scheme to seize control of the person and assets of Geraldine **Schnabel**, to prevent her from making further changes to her estate plan, and to keep control of considerable assets for their personal benefit and the benefit of Defendant **Collaborators** Abigail **Hodges** and Colton **Bazzle**, who were both Defendant **Collaborator** Daniel **Collins**’ clients.
46. Between the date Geraldine **Schnabel** executed her third amendment of her Trust instrument in early 2018 and October, 2020, and in accordance with the express Trust provisions, Geraldine **Schnabel** served as her own Trustee without issue, although without access to certain Trust assets now being controlled by the **Sham Probate Enterprise** without her knowledge.
47. In the summer to early fall of 2020, Geraldine **Schnabel** was unaware of the **Collaborators**’ calculated scheme that was in motion to gain control of her and of her Trust and non-trust assets through the operation of the **Sham Probate Enterprise**.
48. Previously, Geraldine **Schnabel**, along with her late husband Mr. **Schnabel**, executed an “Electronic Funds Transfer Service” agreement (“Agreement”) with Defendant

Collaborator UBS, whereby Mr. **Schnabel** instructed **UBS** to deposit \$10,000.00 per month, beginning September 27, 2013 with no end date, into an account held jointly between Geraldine **Schnabel** and Plaintiff Margaret **Miniard**. This instruction contained no caveats, no exceptions, nor any maximum retained amount exclusions which triggered a cessation of payments. In fact, included in the instruction was an express provision prohibiting the cessation of the monthly deposits until such time that Defendant **Collaborator UBS** had received written notification from Geraldine **Schnabel** of termination or modification of the instruction.

49. In November 2019, Defendant **Collaborators Daniel Collins, Jeffrey Allen, and UBS** unilaterally, without notice and without any authority, ordered that these monthly deposits be withheld from their own client, Geraldine **Schnabel**. This act was in direct violation of both the **UBS Agreement** and the express wishes of Geraldine **Schnabel**, and was done for their benefit, as well as the benefit of other **Collaborators**. Defendant **Collaborators Daniel Collins and Jeffrey Allen** gave no credence to the irreputable fact that Geraldine **Schnabel** was her own Trustee, had capacity, and was the only one with authority to make changes to the **UBS** account, or the fact that the bank account referenced below was a personal bank account established by Geraldine **Schnabel** that they should not have even been privy to but for the efforts of the **Sham Probate Enterprise**. Defendant **Collaborator Daniel Collins** even submitted an affidavit to the Probate Court arrogantly affirming their true motive to stop the flow of funds outside of the **Sham Probate Enterprise's** control, stating the following under penalty of perjury:

14. I am now and have been from the outset (shortly after Bob's death) personally aware of a bank account or accounts owned jointly by Geri and Peg into which UBS had been depositing the sum of \$10,000 per month for a number of months. Because the funds were accumulating and not being expended for Geri, the UBS advisor, with whom Geri dealt, and I quickly determined that Miniard was simply allowing the funds to accumulate, knowing that the account would pass to her at death. Consequently, these payments were terminated in early 2019.

50. Defendant **Collaborators** Daniel Collins and Jeffrey Allen did not stop there. After another meeting with Geraldine Schnabel and Plaintiff Margret Miniard in which Daniel Collins was faced with more questions regarding payment of other parties' expenses from Geraldine Schnabel's funds, questions he could not answer, he erupted and stepped up the timing to effectuate the key part of the Sham Probate Enterprise's plan. On September 10, 2020, while still serving as Geraldine Schnabel's counsel, Defendant Collaborator Daniel Collins sent an email that included Defendant Collaborators Jennifer Browning, Jeffrey Allen, UBS, and Renee Tedrick, introducing Defendant Collaborator Abigail Hodges (previous HCPOA) to Defendant Collaborator Jennifer Browning, principal of Defendant Collaborator Browning Geriatric Consulting, LLC, for the purpose of setting in motion the Sham Probate Enterprise's plan.
51. Defendant Collaborators Daniel Collins and Renee Tedrick share a long history of working in similar cases with Defendant Collaborator Jennifer Browning to obtain a faulty finding of incapacity as needed to secure control of assets and protect the interest of the Sham Probate Enterprise.
52. At the time of this introduction there had been no motion(s) filed, let alone a finding of incapacity from any source that was close to Geraldine Schnabel. In fact, Geraldine

Schnabel was still actively making her own decisions. Plaintiff Margaret **Miniard** helped her get to where she needed to be and accompanied her to meetings, but **Geraldine Schnabel** was in control.

53. In the email, Defendant **Collaborator Daniel Collins** goes on to introduce Defendant **Collaborator Abigail Hodges** as “Geri’s current HCPOA” despite direct knowledge to the contrary. In fact, Defendant **Collaborator Daniel Collins** expressly notes in the email his knowledge of the 2019 HCPOA, yet unilaterally takes the position that “Geri lacked the capacity to execute that new instrument,” seemingly forgetting he had drafted a durable POA for Geraldine **Schnabel** some five months **after** the referenced HCPOA; that he had sent the same to Defendant **Collaborator Jeffrey Allen**; and that he had witnessed the **UBS** document which served to appoint Plaintiff Margaret Miniard as agent in fact on Geraldine **Schnabel’s** accounts, thereby affirming her authority to execute the same.
54. In the same email correspondence, Defendant **Collaborator Daniel Collins** refers to Margaret Miniard, the individual that Geraldine **Schnabel** wanted and trusted to serve as her agent, and also was **Collins’** former client, as “a real nemesis,” noting that she “has access and has assumed control, all with the consent of Jerry [sic].” Defendant **Collaborator Daniel Collins** took issue with this fact because Plaintiff Margaret Miniard was supporting and encouraging her mother, Geraldine **Schnabel**, in her questioning of the handling of her assets by Defendant **Collaborators Jeffrey Allen** and **Daniel Collins**.
55. As Defendant **Collaborator Daniel Collins**, purporting to also act as Defendant **Collaborator Abigail Hodges’** counsel while also while also acting adversely to his client Geraldine **Schnabel**, continued to put the players in place to accomplish the **Sham**

Probate Enterprises' methodical takeover of Geraldine Schnabel's assets, he notes in an email to the group of Defendant **Collaborators** that "Jeff Allen at UBS is an indispensable part of our planning and handles the accounts for Geri's trust fund."

56. The September 10, 2020 email does not end there. Defendant **Collaborator** Daniel **Collins** goes on to inform Defendant **Collaborator** Jennifer **Browning** that despite Geraldine **Schnabel's** wishes, there was an "upshot," i.e. "...that we need an evaluation of Geri and the residence. We need a determination that she lacks capacity so that we can have Cindy Kelly and **TNB** become her successor trustee for her personal revocable trust." (Emphasis added). In further email discussions, Defendant **Collaborators** Jennifer **Browning** and Daniel **Collins** inquire how the incapacity finding and subsequent twenty-four-hour control of Geraldine **Schnabel** should be paid, to which Defendant **Collaborator** Jeffry **Allen** informs Defendant **Collaborators** Daniel **Collins**, Jennifer **Browning**, Abigail **Hodges** and **TNB**, and **TNB**, through one of its representatives, that "she [Geraldine **Schnabel**] will be a self-pay thru her revocable trust and Roth IRA if necessary."
57. On September 10, 2020, at the time the Defendant **Collaborators** were plotting on how best to ensure they would personally benefit from the **Sham Probate Enterprise**, Geraldine **Schnabel** and Plaintiff Margaret **Miniard**, her durable power of attorney, were completely unaware that Defendant **Collaborators** Daniel **Collins** and Renee **Tedrick** were also acting as legal counsel for Defendant **Collaborators** Abigail **Hodges** and **TNB**, scheming with and advising Defendant Abigail **Hodges** on how best to get control over Geraldine **Schnabel's** person and assets through a finding of incapacity, and advising **TNB** how best to seize control of Geraldine **Schnabel's** assets in direct contravention of

her wishes that were spelled out in the very documents created by **Collins** and **Tedrick's** law firm.

58. On October 2, 2020, in a follow up to the introduction email, Defendant **Collaborator** Daniel **Collins** sent an email to Defendant **Collaborators** Jennifer **Browning**, Jeffrey **Allen**, Abigail **Hodges**, and one of **TNB's** representatives/Trust Officers, among others, stating “when we have a physician’s statement affirming Geri’s incapacity, we will appoint TNB Financial Services as successor trustee.” Defendant **Collaborator** **TNB's** representative/Trust Officer chimed in to ask if there is anything they need him to do in the interim while they are waiting on the letter of incapacity.
59. The Defendant **Collaborators** then had a follow-up phone call to detail the agreed upon plan. The phone call is detailed through Defendant **Collaborator** Jeffrey **Allen's** notes from the call as produced in response to subpoena.
60. Defendant **Collaborator** Jeffrey **Allen's** notes outline how the **Collaborators** conspired to implement a plan to oust Geraldine **Schnabel** from her own Trust. Namely, the document acknowledges that Plaintiff Margaret Miniard is “POA” and “HCPOA” and once they receive a letter from Defendant **Collaborator** Dr. Scott **Montjoy** with the false incapacity finding, Defendant **Collaborator** Daniel **Collins** will appoint Defendant **Collaborator** **TNB** as successor Trustee. The document in full is show here:

*Peggy is POA & HCPA
Geri resign as Trustee → TNB successor*

<u>Geri Schnabel</u>	
Rev Tr PAIP	= 587,476
Rev Tr SWP	= 434,754
	1,024,225 ~ +4.50% YTD
Geri Roth ↳	

- HCPA to Collins
- Trustee for :

Peggy	12.5%	25%
Mary	25%	25%
Cody	12.5%	12.5%
Robert	12.5%	12.5%
Sarah	12.5%	12.5%
Abby	12.5%	12.5%

→ Letter of Incapacity, from Geri's Doctor
→ TNB Disagreements, TNB as Successor
→ Evaluation

CONFIDENTIAL UBS (Schnabel) 005693

61.

62. Before Geraldine Schnabel was visited by any doctor to create the false finding of incapacity, Defendant Collaborator Daniel Collins sent an email to Defendant Collaborators Jeffrey Allen, Jennifer Browning, UBS, Abigail Hodges, and one of TNB's representatives/Trust Officers on October 2, 2020, in which he stated that he had been in touch with Defendant Collaborator Comerica who was named Geraldine Schnabel's actual successor trustee under the terms of her Trust, and Defendant Collaborator Comerica had "agreed to decline to serve" as successor Trustee for Geraldine Schnabel, apparently based only on the request of Defendant Collaborator Collins. Defendant Collaborator Daniel Collins had previously explained to the Collaborators that with the determination of incapacity by a doctor Geraldine Schnabel had never met, if Defendant Collaborator Comerica agreed to decline to serve, he would have the authority to fill the false vacancy and could appoint Defendant Collaborators TNB and UBS as the successor Trustees who would then have control of all assets in furtherance of the interest of the Sham Probate Enterprise and Defendant

Collaborators Abigail **Hodges** and Colton **Bazzle's** interest in the trust assets.

63. Geraldine **Schnabel** had used the same primary care physician for years. However, despite that, on October 10, 2020, at the direction of Defendant **Collaborators Browning and Collins**, Defendant **Collaborator** Dr. Scott **Montjoy** conducted an unannounced home visit with Geraldine **Schnabel**, having never met her at any time prior, on a Sunday afternoon at a time Defendant **Collaborators** knew she was alone. Defendant **Collaborator** Dr. Scott **Montjoy's** medical license had been previously suspended by the South Carolina Board of Medical Examiners for deceiving, defrauding and harming the public. As planned by the **Collaborators**, Defendant **Collaborator** Dr. Scott **Montjoy**, after spending thirty minutes in Geraldine **Schnabel's** home, falsely determined that Geraldine **Schnabel** suffered from "dementia of the Alzheimer's type," was incapable of making her own decisions, and was in need of someone to handle her personal and financial affairs. No other doctor who had ever visited Geraldine **Schnabel** supported this finding. Furthermore, that diagnosis had never been included in any prior medical note despite Geraldine **Schnabel's** numerous visits with her primary care doctor over the months and years leading up to this false incapacity finding. This false diagnosis was repeated over and over by Defendant **Collaborators** as a basis for their unlawful actions. It also was included by copy of the record in subsequent conversations Defendant **Collaborator** Abigail **Hodges** had with her physicians.
64. Defendant **Collaborators** Daniel **Collins**, Renee **Tedrick**, Jennifer **Browning**, Jeffrey **Allen**, TNB and Abigail **Hodges'** scheme to gain control of Geraldine **Schnabel's** assets and person, as well as the physical harm she suffered at their hands, came at great expense to Geraldine **Schnabel**. In direct contravention to the **Collaborators'** scheme, however,

was Geraldine **Schnabel's** Trust, which was drafted by Defendant **Collaborator** Daniel **Collins**, and provided the following Trustee succession plan during Geraldine **Schnabel's** lifetime:

Section 3.02 Trustee Succession during My Lifetime

During my lifetime, this Section governs the removal and replacement of my Trustees.

(a) Removal and Replacement by Me

I may remove any Trustee with or without cause at any time. If a Trustee is removed, resigns, or cannot continue to serve for any reason, I may serve as sole Trustee, appoint a Trustee to serve with me, or appoint a successor Trustee.

(b) During My Incapacity

During any time that I am incapacitated, Comerica Bank and Trust, N.A. will replace any then-serving Trustee.

If I am incapacitated, a Trustee may be removed only for cause, and only if a court of competent jurisdiction approves the removal upon the petition of an interested party.

65. All appointments, removals, and revocations must be by signed written instrument.
66. Under a plain reading of this document, Defendant **Collaborator** Daniel **Collins** had no authority to appoint a successor Trustee for Geraldine **Schnabel**. Additionally, to deem Geraldine **Schnabel** incapacitated pursuant to her Trust, Section 13.07(g) provides that the opinions of two licensed physicians are needed. In blatant disregard for Geraldine **Schnabel's** express wishes, the instrument itself, and acting adversely to her interests in furtherance of the interests of the **Sham Probate Enterprise**, Defendant **Collaborator** Daniel **Collins**, after obtaining a false diagnosis of incapacity orchestrated by himself and Defendant **Collaborator** Jennifer **Browning**, in concert with Defendant **Collaborators** Jeffrey **Allen**, **UBS**, **TNB**, through one of its representatives, and **Abigail Hodges**, exercised false authority based on a false finding after orchestrating a declination by Defendant **Collaborator** Comerica to serve, artificially creating a vacancy in Trusteeship, appointed **TNB** to serve as successor Trustee of the Trust of Geraldine **Schnabel**.

67. Subsequently, On October 28, 2020, Defendant **Collaborator Comerica** executed a declination letter in which they agreed to decline to serve as the successor corporate trustee, at Defendant **Collaborator Daniel Collins'** direction.
68. On the very same day Julie Collins, Defendant **Collaborator Daniel Collins'** daughter who was an attorney at his firm, appointed Defendant **Collaborator TNB** as Geraldine **Schnabel's** successor corporate trustee.
69. On October 28, 2020, Defendant **Collaborator Abigail Hodges**, at Defendant **Collaborator Daniel Collins'** direction, "hired" Defendant **Collaborator Jennifer Browning** to "manage" Geraldine **Schnabel's** care. Defendant **Collaborator Jennifer Browning** then directed the hiring of Defendant **Collaborators Christopher Couchell** and **Kiki's Kare, LLC d/b/a Comfort Keepers** for caregiver services, just as she has done in related cases. Over the course of the coming months Defendant **Collaborators Christopher Couchell** and **Kiki's Kare, LLC** oversaw and approved of the gross overmedication of Geraldine **Schnabel**, isolation efforts, and attempts to rid Geraldine **Schnabel** of any degree self-worth and autonomy.
70. In addition to Defendant **Collaborators Daniel Collins**, **Jeffrey Allen**, and **Jennifer Browning** being compensated for their "professional" services from Geraldine **Schnabel's** Trust, Defendant **Collaborator TNB** was positioned to receive and has received trustee fees in accordance with Geraldine **Schnabel's** trust instrument.
71. Defendant **Collaborator TNB** approved more than \$ 100,000.00 in unlawful payments from the Trust to third parties, including members of the **Sham Probate Enterprise**, almost immediately upon gaining control with no lawful authority to act.
72. Thereafter, on or about December 3, 2020, Defendant **Collaborator Daniel Collins** sent

a letter proclaiming that Geraldine **Schnabel** lacked capacity to execute the February 2019 HCPOA while at the same time acknowledging that Geraldine **Schnabel** had capacity to execute the July 2019 POA. Defendant **Collaborator** Daniel **Collins** made the blatantly false claims in his efforts to protect the **Sham Probate Enterprise** by ensuring it maintained control of Geraldine **Schnabel's** person, thus maintaining control of her assets, while preventing her from seeking to replace the Defendant **Collaborators** as her “trusted advisors.”

73. The December 3, 2020, letter also detailed that Defendant **Collaborator** Daniel **Collins** represented Geraldine **Schnabel**, as well as Defendant **Collaborator** Colton **Bazzle**, as the “remainderman” of the life estate on Geraldine **Schnabel's** residence. Defendant **Collaborators** Daniel **Collins** and Jeffrey **Allen** had also coerced Geraldine **Schnabel** to sign over her residence after the death of her husband as a part of their plan for the benefit of Defendant **Collaborator** Colton **Bazzle** to the detriment of Geraldine **Schnabel**.
74. Defendant **Collaborators** Daniel **Collins**, Jeffrey **Allen**, **TNB**, and Jennifer **Browning** then approved thousands upon thousands of dollars in payments for improvements to Geraldine **Schnabel's** home from her Trust, knowing that Defendant **Collaborator** Colton **Bazzle** would retain such benefit as a remainder beneficiary upon Geraldine **Schnabel's** death.
75. In response to Defendant **Collaborator** Daniel **Collins' December 3, 2020** correspondence, Margaret Miniard, acting under her authority as durable POA, filed suit naming Defendant **Collaborators** Jennifer **Browning** and Abigail **Hodges**. In the complaint, Plaintiff Margaret Miniard, on her mother's behalf, sought injunctive and declaratory relief, seeking a finding of the court that the 2019 HCPOA and durable POA

were each valid and enforceable.

76. Then sitting probate Court Judge, Defendant **Collaborator** Clayton **Jennings** was retained to serve as counsel for Defendant **Collaborators** Jennifer **Browning** and Abigail **Hodges**.¹
77. On March 2, 2021 the Honorable Bryan C. Able issued an order from the Laurens County Probate Court finding, "...the Healthcare Power of Attorney dated February 11, 2019 and the Durable Power of Attorney dated July 15, 2019 naming the Petitioner [Plaintiff Maragaret Miniard] as Health Care Agent and Durable Attorney-in-Fact are hereby recognized as legal, effective and active documents..."
78. On April 19, 2021, counsel for Plaintiff Margaret **Miniard** issued a number of subpoenas and deposition notices to entities and individuals that would have possessed relevant information and documents concerning the efforts by some of those very entities and individuals to take control of Geraldine **Schnabel** against her wishes. In response, Defendant **Collaborators** Daniel **Collins**, **TNB**, Abigail **Hodges**, and Jennifer **Browning**, through their counsel, filed motions to quash in an effort to further advance the **Sham Probate Enterprise** through thinly veiled dilatory procedural tactics.
79. Defendant **Collaborator** Daniel **Collins**, in a desperate attempt to keep control of

¹ On February 4, 2021, Defendant **Collaborator** Clayton **Jennings** filed an Answer and Counterclaim on behalf of Defendant **Collaborators** Abigail **Hodges** and Jennifer **Browning**. On February 10, 2021, Defendant **Collaborator** Clayton **Jennings** issued an order as a sitting Greenville County Probate Court Judge in what amounts to a sister case, styled *Priscilla Mickie Grist v. Stanford W. Grist et al.* 2020-GC-2300088, extending Defendant **Collaborator** Jennifer **Browning**'s appointment as a guardian *ad litem* over an individual who also possessed significant assets without notifying a single party to that proceeding of his active representation of Defendant **Collaborator** Jennifer **Browning** in this suit. It is extremely important to note that Defendant **Collaborator** Jennifer **Browning** was being accused of the very same type of wrongdoing being alleged in this matter and has since been named in a sister RICO action pending before this very Court.

Geraldine **Schnabel** and her assets for the benefit of the **Sham Probate Enterprise**, and now as legal counsel for Defendant **Collaborator TNB**, filed a Guardianship and Conservatorship Petition with the Laurens County Probate Court on **TNB's** behalf against the express wishes of Geraldine **Schnabel's** estate documents of which he had full knowledge.

80. Through this Petition, Defendant **Collaborators Daniel Collins** and Renee **Tedrick** sought to have Defendant **Collaborator TNB** – who was already serving as trustee through the unlawful acts of Defendant **Collaborators Collins, Browning** and **Montjoy** - named as Geraldine **Schnabel's** conservator over her non-Trust assets, namely her sizable IRA and sought appointment of a corporate guardian over her person. This was a sham proceeding and was solely used as an attempt to invalidate Margaret **Miniard's** POA and HCPOA, despite a court declaring them valid, to keep control of the sizable assets for their co-**Collaborators'** benefit, and in furtherance of the **Sham Probate Enterprise**.
81. In the guardian and conservatorship action, Defendant **Collaborator Daniel Collins** specifically noted that Geraldine **Schnabel** had a HCPOA in place, but falsely maintained that Defendant **Collaborator Abigail Hodges** was the HCPOA in direct violation of the previous holding of the Laurens County Probate Court.
82. In response to Margaret **Miniard's** Answer and Counterclaim, and recognizing the glaring conflict existing between Defendant **Collaborators Daniel Collins** and **TNB**, Defendant **Collaborator R. O'Neil Rabon** was retained by **TNB** to further the objectives of the **Sham Probate Enterprise** through the continued filings of dilatory motions and objections.

83. By way of example and not limitation, on November 1, 2022, after Geraldine **Schnabel** had gone without the contractually required \$10,000.00 monthly deposits from Defendant **Collaborator UBS** for more than three (3) years, Margaret **Miniard** filed an affirmative injunction seeking the release of the more than \$360,000.00 worth of deposits being withheld by Defendant **Collaborators TNB** and **R. O'Neil Rabon**. In response, counsel for Defendant **TNB** and (at the direction of **R. O'Neil Rabon**), **TNB**, Clayton **Jennings**, Abigail **Hodges**, and **UBS** each actively objected to and fought against the release of the funds, with Defendant **Collaborator Clayton Jennings** going as far as admitting that the release of said funds would negatively impact the value of Defendant **Collaborator Abigail Hodges'** interest in Geraldine **Schnabel's** trust.
84. The use of the Guardianship and Conservatorship as a means of intimidation to ensure each of the **Collaborators** continued to benefit from the **Sham Probate Enterprise** long into the future is highlighted by the fact that between May 14, 2021 - the date the Guardianship and Conservatorship was filed – and October 26, 2023 – the date counsel for Plaintiff Margaret **Miniard** filed a Rule 41 Motion to Dismiss for Failure to Prosecute – not a single **Collaborator** issued interrogatories, requests for productions, requests to admit, issued a single subpoena, or noticed a single deposition.
85. Although the true lengths to which the **Collaborators** would go to ensure the **Sham Probate Enterprise** remained concealed were not discovered until after a subsequent legal malpractice suit was brought against Defendant **Collaborator Daniel Collins**, the existence of the **Sham Probate Enterprise** soon became painfully apparent. During the discovery phase of the malpractice action, counsel for Plaintiff Margaret **Miniard** sought production of, *inter alia*, all correspondence between Defendant **Collaborators Daniel**

Collins and **TNB** related to **Geraldine Schnabel** and the **Geraldine T. Schnabel Living Trust**. In a privilege log produced in response to this request, it was discovered that on April 27, 2021, just eight (8) days after the issuance of the original April 19, 2021, subpoena - which sought the same information as the request for production - Defendant **Collaborators Daniel Collins** and **TNB** executed an engagement agreement for representation in an effort to conceal the **Sham Probate Enterprise**. Defendant **Collaborators Daniel Collins** [Geraldine Schnabel's attorney] and **TNB** [Geraldine Schnabel's sham trustee] then used this sham engagement as the basis to assert attorney client privilege over their correspondence related to **Geraldine Schnabel** and the **Geraldine T. Schnabel Living Trust**. To be clear, Defendant **Collaborators Daniel Collins** and **TNB**, in furtherance of the **Sham Probate Enterprise**, used a sham engagement agreement to withhold correspondence that **Geraldine Schnabel** was paying each of them to have as her legal and financial representatives.

86. As a result of the **Collaborators'** joint efforts, as detailed above, and their continued control of her Trust, **Geraldine Schnabel** passed away on December 14, 2023 having not received one penny from her sizable Trust assets in four (4) years while still being victimized by the **Collaborators**.
87. But for Plaintiffs' knowledge about certain **Collaborators'** participation in nearly identical **Sham Probate Enterprises**, these allegations contained herein would be all but unbelievable.

VI. SUMMARY OF SHAM PROBATE ENTERPRISE Scheme to Deceive and Defraud

88. 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 witness tampering under 18 U.S.C. § 1512 (b)(1) by using threats and sham lawsuits in order to intimidate Plaintiffs and Plaintiffs’ counsel into giving up their representation of Plaintiffs, thereby further robbing them of the right to the peaceful enjoyment of their property.
89. Membership of the Scheme to Defraud Management: All phases of the scheme and membership in all phases of the Scheme to Defraud include all Defendants:
90. Victims of the Sham Probate Enterprise are the Plaintiffs, the Estate of Geraldine Schnabel, by and through its Personal Representative Margaret Miniard, and Margaret Miniard, individually, and the state court judicial system.
91. Timeframe of the Scheme to Defraud: The timeframe was from at least 2016, but the Trust documents were first executed in 1995. 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, prospective Plaintiffs and 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

92. The **RICO** Defendants 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

93. The **RICO** 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. mail 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 Defendants rather than the actions of an association-in-fact enterprise.

2. Witness Tampering – 18 U.S.C. § 1512(b)(1)

94. The Defendant **Collaborators** used threats and harassment in violation of 18 U.S.C. § 1512(b)(1) by mailing threatening letters to the Plaintiffs, Plaintiffs’ counsel and prospective Plaintiffs and taking the unprecedented racketeering action of filing suit against Plaintiffs, Plaintiffs’ counsel and even prospective plaintiffs with the goal of influencing and intimidating them into forgoing their rights, including the right to representation of counsel and redress of grievances, to influence witness testimony and prevent and preclude the presentation and provision of evidence and testimony in official proceedings in federal court.

3. Extortion – S.C. Code § 16-17-640

95. The Defendant **Collaborators** conspired to execute a multi-faceted extortionate scheme designed to force, cajole or otherwise coerce Plaintiffs to obtain money and property to

which they were not entitled. The Defendant **Collaborators** entered into agreements for the purpose of compelling Plaintiffs to pay monies and give up property to benefit them. The agreement involved the use of misrepresentations, threats and lawsuits to obtain the monies and property. The Defendant **Collaborators** agreed to use these tactics to compel Plaintiffs to pay monies and divest property even though none of them had any legal entitlement thereto.

96. Acts in furtherance of the extortionate scheme include, but are not limited to, the following:
- i. Conducting the meeting of April 10, 2017, with a show of force intended to pressure, cajole and coerce Geraldine Schnabel, forcing her against her will to execute documents resulting in Defendant **Collaborator** Daniel Collins naming himself to appoint a successor Trustee if a vacancy was left;
 - ii. Collaborating to exclude exculpatory evidence on April 27, 2021, by creating the artifice of a contract of representation after the fact to ensure that legally valid subpoenas and the documents requested were falsely protected from discovery and disclosure;
 - iii. Filing a sham (objectively baseless) guardian and conservatorship lawsuit as a means of intimidating the Plaintiffs and continuing to profit illegally from the proceeds of the Trust.
 - iv. Defendant **Collaborators** coerced and extorted Plaintiffs into releasing \$250,000 of her non-trust assets to Defendant **Collaborator** Daniel Collins who apparently absconded with the money.

- v. Defendant **Collaborators** conspired to file false affidavits, make false statements and objectively baseless arguments to judicial authorities.
- vi. Defendants collaborated to create false “evidence,” including a bogus finding of incapacity to obtain an unwarranted judgment or finding in order to gain control of and profit by usurping the Plaintiffs’ assets.
- vii. The evidence of extortion and coercion so characteristic of a pattern of racketeering conduct remarkably continues through the present when, after receiving a letter of May 17, 2024 from Plaintiffs’ counsel requesting information and inviting discussion concerning the facts included in this complaint and others, Defendant **Collaborators** once again conspired through the concerted action of threatening letters and even filing multiple lawsuits intended to intimidate and coerce Plaintiffs’ counsel into forbearing from representing their clients, frighten Plaintiffs themselves into refraining from exercising their rights, measures analogous to witness tampering or worse. Defendant **Collaborators** have sent process servers to harass and intimidate Plaintiffs, prospective Plaintiffs and even directed process servers to harass housekeepers for Plaintiffs’ counsel Cherie Durand and Paul Hulsey late at night at their home in Arizona. On 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.

B. Pattern

97. These “racketeering activities” constitute a pattern of racketeering activity within 18 U.S.C. § 1961(5). The **RICO Defendant Collaborators’** conduct reflects “relationship” and “continuity.”
98. The pattern also included collaborating to suborn testimony concerning the manner in which Geraldine Schnabel was cared for and her 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 Geraldine Schnabel’s intentions, her health and the status of the relevant Trusts. The pattern included illegally withholding money necessary for her support in order to coerce her into acts against her best interests, threats and intimidation, theft of significant amounts of money, filing false pleadings, affidavits and objectively baseless lawsuits and multiple violations of her right to counsel through the artifice of conflict of interest and representation of multiple conflicting clients, including its concomitant fraud and deceit. It included the artifice of executing multiple property transfers in order to unobtrusively and under false pretenses remove all title and ownership of such properties from Geraldine Schnabel. By information and belief, this pattern of conduct had occurred prior to and after the respective fraud upon Geraldine Schnabel. 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**. Furthermore, certain of these Defendant **Collaborators** have been engaging in or are engaged in similar patterns of deceit and schemes to defraud through manipulation of the Probate Court, violation of trust documents and abuse of the rights,

privileges and possessions of other elderly victims. See *Grist v. Browning, et al.*, 24-cv-03853-BHH (USDC, SC) and other case(s) to be filed in the near future.

99. The “racketeering activities” are related because they had a similar *purpose or goal*, to hide the true status of the Plaintiff Geraldine Schnabel health so as to deprive her of her assets and financial status and to nullify the exquisite steps she took with advice of counsel to avoid just what other Defendant **Collaborators**, including the named attorneys herein, and others perpetrated upon her. 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).
100. 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 Defendant **Collaborators** utilized banks or financial institutions chartered or doing business in multiple states or foreign countries, as well as businesses and law firms engaging in commercial activities in various jurisdictions.

VIII. FIRST CLAIM FOR RELIEF

(Violation of 18 U.S.C. § 1962(c)
Against All Defendant Collaborators)

101. Plaintiffs incorporate and reallege all of the allegations contained in the proceeding paragraphs.
102. 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....

103. 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).
104. 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."
105. 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.
106. 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).
107. 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**)

108. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.
109. 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.
110. 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**.
111. Each of the Defendant **Collaborators** 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.”
112. 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**.
113. 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).

114. 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** UBS Financial Services, Inc., Collins,
TNB Financial Services, Thomasville National Bank, Thomasville
Bancshares, Inc., O’Neil Rabon, Dixon Goodman Hughes, LLP,
And Kiki’s Kare, LLC d/b/a Comfort Keepers)

115. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

116. 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.

117. 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.

118. 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**.
119. 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.”
120. 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.
121. 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).
122. 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**.
123. 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

(Civil Conspiracy)

124. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.
125. 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.
126. 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.
127. 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.
128. 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.

FIFTH CLAIM FOR RELIEF

(Fraud Against
All Defendant **Collaborators**)

129. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.
130. The Defendant **Collaborators** conspired among themselves and with others to commit and did commit fraud in the manner and method they created extremely complicated land and asset transfers in order to fraudulently conceal the manipulation of the Trust assets from Plaintiff Margaret Miniard to others.
131. The Defendant **Collaborators** fraudulently misrepresented the actual health status of Geraldine Schnabel to the Probate court in order to keep her 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 Geraldine Schnabel to unnecessary and harmful healthcare procedures.
132. The Defendant **Collaborators** fraudulently misrepresented the facts and circumstances of Geraldine Schnabel, her Trust and her physical and mental status to the Probate Court for their own self-interest and personal gain.
133. As a direct and proximate result of Defendant **Collaborators'** fraudulent conduct, Plaintiffs incurred significant economic damages, including attorneys' fees and costs.

SIXTH CLAIM FOR RELIEF

(Negligent Misrepresentation)

134. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

135. The Defendant **Collaborators** made false representations concerning the nature and extent of Geraldine Schnabel's personal health status and the representations were relied upon to her detriment.
136. The Defendant **Collaborators** made false representations about the status of Geraldine Schnabel's Trust and created false documents, all of which were relied upon by others to their detriment.
137. 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 Margaret Miniard did not know at the time concerning the circumstances under which the Defendant **Collaborators** maneuvered her and Geraldine Schnabel 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.
138. As a direct and proximate result of Defendant **Collaborators**' wrongful acts, Geraldine Schnabel was caused to sustain substantial financial loss and to undergo substantial and harmful healthcare resulting in significant mental and emotional distress. The Plaintiff Margaret Miniard 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.

SEVENTH CLAIM FOR RELIEF
(Tortious Interference with Inheritance)

139. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

140. Throughout the years, Geraldine Schnabel and her husband, Robert Schnabel, took special care to protect the assets they had acquired through their operation of a successful business with a Living Trust dated November 9, 1994, as amended on several occasions, including 2018 after Mr. Schnabel passed away.
141. The purpose of the Living Trust as it matured was to insure that Geraldine Schnabel received the equity established through the sale of the business and that her needs be properly met and her rights to the income be protected as well as guarantee that she had custody and control of such assets as well as the legal ability to decide what was in her best interests as long as she possessed the requisite capacity to do so.
142. Despite such preparation and contrary to her express intention and those set forth in the Living Trust, the Defendant **Collaborators** set out upon a scheme to deceive and defraud the Plaintiff by fraudulently gaining control of her assets, siphoning them off and directing them to their own personal gain. They conspired together to create their scheme and through acts of extortion, the exertion of interference and undue influence and outright collusion, they stole her assets, redistributed them to themselves, thereby frustrating the careful plan Geraldine Schnabel and her husband had created, amended and refined to insure that she enjoy the fruits of their labor, love and life together for so long as she would live.
143. The scheme employed by the Defendant **Collaborators** as more specifically set forth herein tortiously interfered with Geraldine Schnabel's and Margaret Miniard's right to inherit the full measure of the Living Trust by frustrating its intended purpose and converting its assets to the personal gain of the Defendant **Collaborators** herein.

144. As a direct and proximate result of the Defendant **Collaborators** wrongful acts, tortious interference with their right to bequeath and inherit, the Plaintiffs, the Estate of Geraldine Schnabel and Margaret Miniard, suffered substantial economic damages including, but not limited to, loss of their economic benefits specified in the Trust documents, attorneys' fees and such other and further relief as the Court deems just and equitable.

EIGHTH CLAIM FOR RELIEF

(Malicious Prosecution)

145. Plaintiff s incorporate and reallege all of the allegations contained in the preceding paragraphs.
146. In what must be the cruelest example of willful and wanton conduct intended to injure the rights of another, Defendant **Collaborator Daniel Collins** and Defendant **Collaborator TNB** conspired with Defendant **Collaborators Renee Tedrick, O'Neil Rabon, Abigail Hodges and Jennifer Browning**, against all facts, logic and good conscience, to sue Geraldine **Schnabel** by filing an objectively baseless guardian and conservatorship action, in Laurens County Probate Court on behalf of Defendant **Collaborator TNB**, in a desperate attempt to retain unlawful custody and control of the assets of Geraldine **Schnabel**.
147. The Defendant **Collaborators** knew that such conduct and action was expressly contrary to the estate documents and was designed and intended rather than the just adjudication of legal rights, but as an artifice to invalidate Plaintiff Margaret Miniard's rights through a court recognized and approved Power of Attorney and Healthcare Power of Attorney, to keep control of the sizable assets. It was expressly designed to illegally retain for their own personal gain the significant assets over which Plaintiffs had control. The action

was designed to coerce and intimidate the Plaintiffs and to create significant delay in order to ultimately deny justice to Plaintiffs.

148. The Defendant **Collaborators** acted by expressly conducting the litigation with dilatory actions designed to prolong the status quo as long as possible, while never truly intended to adjudicate the matters stated in the Petition.² The Defendant **Collaborators** did no discovery for almost a year and a half from May 14, 2021 until October 26, 2023, issued no discovery and pending Plaintiffs' valid Rule 41 Motion to Dismiss for Failure to Prosecute, Geraldine Schnabel died on December 14, 2023.
149. As a direct and proximate result of the Defendant **Collaborators'** willful, wanton and intentional conduct, Geraldine Schnabel was embroiled in senseless, objectively baseless litigation, for the last years of her life, deprived of her rights and benefits she had duly acquired and deserved.
150. As a direct and proximate result of the Defendant **Collaborators'** malicious prosecution of the Plaintiff, Margaret Miniard, the Plaintiff sustained substantial financial loss, attorneys' fees and costs and is entitled to punitive damages and such other and further relief as the court may deem just and equitable.

² As a result of the glaring conflict of interest existing between Defendant **Collaborators** Collins and TNB, Defendant **Collaborator** Rabon, who was fully aware of the conflict and scheme to deceive and defraud Plaintiff, took up representation of TNB in order to continue and further the objectives of the scheme to deceive and defraud the Plaintiffs by such objectively baseless litigation. Further, Defendant **Collaborator** Rabon, in continuation of his conspiratorial conduct and furtherance of the scheme to deceive and defraud, which continues even through today, filed an objectively baseless lawsuit(s) against all Plaintiffs' counsel and Plaintiffs and prospective Plaintiffs as a result of a letter by counsel of May 17, 2024 asking for information and seeking dialogue concerning his past role in various racketeering schemes to deceive and defraud as confirmation of his role in such schemes, in confirmation of such racketeering conduct and continuity of the association-in-fact enterprise and reaffirming his conduct therein, all for the intended purpose of intimidating the Plaintiffs, prospective plaintiffs and counsel. Defendant **Collaborator** Rabon continued through today his pattern of malicious persecution and witness tampering in an attempt to mask his duplicity herein.

IX. DEMAND FOR JURY TRIAL

151. Plaintiffs hereby demand a jury trial on all causes of action.

X. 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.

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July 24, 2024

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION**

Luis Michalski and Mayra Michalski,
both individually, and as beneficiaries
of the Estate of Frances Michalski,

COMPLAINT
Trial By Jury Demanded
Civil No. _____

Plaintiffs, v.

Fred (Trey) Suggs III, Jennifer Browning,
individually, and Browning Geriatric
Consulting LLC, Tracy Parsons,
R. O'Neil Rabon, Joseph Plaxco,
William Fore, Tyler O'Shields,
Bon Secours Mercy Health, Inc.
(d/b/a Bon Secours Health System, Inc.),
St. Francis Physician Services, Inc.,
Carrie Woodall, Christopher Couchell,
individually, KiKi's Kare LLC
(d/b/a Comfort Keepers), and Individual or
Corporate Collaborator A, B and C,

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**

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Plaintiff, 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 USC 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**”), of which Plaintiffs (as defined below) have been the victims of 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** 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 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 orders for which the judicial officers involved do not enjoy any form of immunity, particularly when those judicial officers have knowledge of the ongoing pattern and scheme and take no steps to protect the victims, even assisting in the abuse of the victims, while the **Collaborators** failed to disclose conflicts of interest and committed extortion under South Carolina law, as well as other predicate acts. In this regard

various professionals have willingly participated in the schemes along with health care workers and health care institutions who wrongfully created assessments and other documentation to further trample the rights of the victims including the Plaintiffs here. The use of the court system to advance the racketeering scheme is particularly egregious as it victimized the entire judicial system by wasting scarce judicial resources, impacting the administration of justice across the board and undermining the integrity of the state court legal and judicial process for everyone.

2. Each of the **RICO Collaborators** and other unnamed **Co-Collaborators** were 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), S.C. Code §16-17-640 (extortion), and 18 U.S.C. § 1512 (witness tampering and obstruction of justice).
3. The pattern of racketeering conduct includes multiple mailings, wire transmissions and acts causing the Plaintiffs to be deprived of property and assets. The **Collaborators** and other unnamed **Co-Collaborators** all conducted themselves in a manner such that their activities, joint activities, and actions be directed toward the Plaintiffs and their heirs and estates in concert acting solely on behalf of the **Sham Probate Enterprise** which would and did 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. The Defendant **Collaborators** coordinated with one another, knowingly or otherwise, to create and operate a “**Sham Probate Enterprise**” which constituted an association-in-fact enterprise employing 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 to fraudulently charge unneeded and unwanted professional fees to be paid to the **Collaborators** or some of them, and others, 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, and to seek necessary legal recourse for harms suffered as result of the **Collaborators**’ conduct.
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 rights and 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 third of several similar cases that have been filed and more will be filed for the benefit of other victims.

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** still entrusted with responsibility to provide service to current victims, who will surely suffer as these Plaintiffs have.
9. Plaintiff Mayra **Michalski** is an individual who resides in County of Greenville, State of South Carolina who was the subject of an unlawful guardianship ordered *ex parte* by the Greenville County Probate Court through the efforts of the **Collaborators** who initiated the **Sham Probate Enterprise** as to these Plaintiffs. Mayra is also a fifty percent (50%) beneficiary of her mother's estate, referenced as the Estate of Frances **Michalski** in the Greenville County Probate Court.
10. Plaintiff Luis **Michalski** is an individual who currently resides in the County of Horry, State of South Carolina and who was the subject of an unlawful guardianship ordered *ex parte* by the Greenville County Probate Court through the efforts of **Collaborators** who initiated the **Sham Probate Enterprise** as to these Plaintiffs. He is also a fifty percent (50%) beneficiary of his mother's estate, referenced as the Estate of Frances **Michalski** in the Greenville County Probate Court.

11. 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 and the **Sham Probate Enterprise** to the detriment of the victims, including these Plaintiffs.
12. 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 the **Sham Probate Enterprise's** fraudulent activity and avoided judicial oversight by virtue of the manipulation of its corporate structure to receive professional fees while not being 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 and that of the **Sham Probate Enterprise** without ever having been court-appointed or subjected to judicial oversight.
13. Upon information and belief, Defendant **Collaborator** R. 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 initiation, facilitation and implementation of the **Sham Probate Enterprise** to enrich it and himself, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the

Sham Probate Enterprise. Rabon has 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 repeatedly engage in the fraudulent acts alleged herein.

14. Upon information and belief, Defendant **Collaborator Fred “Trey” Suggs III** (herein “**Trey Suggs**”) 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 his client(s), and by virtue of his representation, himself, and on relevant occasions worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. On information and belief, Defendant **Collaborator Suggs** has represented Defendant **Collaborator Bon Secours** on many occasions, and assisted Defendant **Collaborator Bon Secours** in its initiation, facilitation and implementation of the **Sham Probate Enterprise**, in addition to his representation of Defendant **Collaborator Jennifer Browning** in other matters relating to her actions in furtherance of the **Sham Probate Enterprise**.
15. Upon information and belief, Defendant **Collaborator Tracy Parsons** is a citizen and resident of the County of Greenville, State of South Carolina, who has on multiple occasions been appointed, designated or retained, and was at all times paid for services from 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 in related cases, and who, on information and belief, participated in fraudulent conduct by furthering the **Sham Probate Enterprise** to further its goals and to enrich herself personally.

16. Upon information and belief, Defendant **Collaborator Christopher Couchell** is a citizen and resident 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**. Also, on information and belief, Defendant **Collaborator Couchell** is the owner of Defendant **Collaborator Kiki's Kare, LLC**, which is a limited liability company organized and existing under the laws of the State of South Carolina. Upon information and belief, Defendant **Collaborator Kiki's Kare, 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 Defendant **Collaborator Jennifer Browning's** probate appointments and even before those appointments, and has taken advantage of the victims to its enrichment and that of the **Sham Probate Enterprise** without ever having been court-appointed or overseen by judicial oversight.
17. Upon information and belief, Defendant **Collaborator Bon Secours Mercy Health, Inc.** (herein "**Bon Secours**") is incorporated and existing under the laws of the State of Maryland, with location in Greenville County, State of South Carolina, which at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to benefit itself and to shield itself from liability for the suffering and death of Frances **Michalski**. On information and belief, Defendant **Collaborator Bon Secours** petitioned for an *ex parte* Guardianship over Plaintiffs **Luis and Mayra Michalski**, and then during the relevant periods of time, paid Defendant **Collaborator Jennifer Browning's** guardianship fees in furtherance of the **Sham Probate Enterprise**.
18. Upon information and belief, Defendant **Collaborator St. Francis Physician Services, Inc.** (herein "**St. Francis**") is an affiliate of Defendant **Collaborator Bon Secours** and is

incorporated and existing under the laws of the State of South Carolina, which at relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** for its benefit.

19. Upon information and belief, Defendant **Collaborator** Joseph **Plaxco** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich it and himself. Defendant **Collaborator Plaxco** was appointed to represent Plaintiffs **Luis Michalski** and **Mayra Michalski**, and on relevant occasions acted contrary to their best interests in furtherance of the **Sham Probate Enterprise** as he worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**.
20. Upon information and belief, Defendant **Collaborator** Carrie **Woodall** is a citizen and resident of the County of Greenville, State of South Carolina, as well as an associate of Defendant **Collaborator** Jennifer **Browning**, who has at all relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich it and herself. On information and belief, Defendant **Collaborator** Carrie **Woodall** has on multiple occasions worked, and was at all times paid for services from assets or income of affected victims, or through Defendant **Collaborator** **Browning Geriatrics, LLC** 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 in related cases, and who, on information and belief, participated in fraudulent conduct by furthering the **Sham Probate Enterprise** to further its goals and to enrich herself personally.

21. Upon information and belief, Defendant **Collaborator** William **Fore** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich it and himself. Defendant **Collaborator Fore** was appointed Guadian ad Litem and attorney for Plaintiff **Mayra Michalski**, and on relevant occasions acted contrary to her best interests in furtherance of the **Sham Probate Enterprise** as he worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**. He also represented Defendant **Collaborator** Jennifer **Browning** in related cases.
22. Upon information and belief, Defendant **Collaborator** Tyler **O'Shields** is a lawyer and a citizen of the County of Greenville, State of South Carolina, and has at relevant time periods assisted in the facilitation and implementation of the **Sham Probate Enterprise** to enrich it and himself. Defendant **Collaborator O'Shields** was appointed Guadian ad Litem and attorney for Plaintiff **Luis Michalski** and on relevant occasions acted contrary to his best interests in furtherance of the **Sham Probate Enterprise** as he worked in concert with other **Collaborators**, some of whom are named as Defendants herein, who participated in the **Sham Probate Enterprise**.
23. Upon information and belief, there are various other individual and/or corporate Defendant **Collaborators** who participated in or continue to participate in the Sham Probate Enterprise who will be included in this Complaint once facts specific to their involvement become clear based upon discovery or if further facts, information or evidence become available.

IV. STATEMENT OF THE CASE

24. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.
25. The Defendant **Collaborators** created a **Sham Probate Enterprise** as an association-in-fact enterprise which operated through a pattern of racketeering conduct to deceive and defraud the Plaintiffs and others similarly situated.

V. RELEVANT PERIODS OF TIME

26. On July 8, 2016, Plaintiffs' mother, Frances **Michalski** tragically and suddenly passed away during a routine heart catheterization at Defendant **Collaborator Bon Secours'** facility at the hands of a Defendant **Collaborator St. Francis** physician. The entire Michalski family, including Plaintiffs **Mayra** and **Luis Michalski**, and their mother, Frances **Michalski**, understood the procedure would be a simple, minimally invasive test. In fact, Frances **Michalski** went alone to the hospital expecting to return home later that evening and assured Plaintiffs that she would see them later that day.
27. Plaintiffs **Luis** and **Mayra Michalski**, were adults in their early twenties, then living with their mother in a comfortable home she purchased when they moved as a family to Greenville County from Pennsylvania after the tragic death of Frances **Michalski's** husband and Plaintiffs' father, a decorated combat veteran. Plaintiff **Luis Michalski** was a full-time college student at the time and Plaintiff **Mayra Michalski** was working to prepare for her future. Both were competent adults. On the day on which Frances **Michalski** died, Plaintiffs were notified by John Pearce, their mother's boyfriend, that their mother had died during the procedure. Pearce drove Plaintiffs to the hospital where they were informed by **Collaborators Bon Secours** and **St. Francis** that their mother was dead. They were absolutely not told, and, in fact, have only recently learned, that her death was caused by the

medical malpractice of Dr. Gregory W. San, an employee of Defendant **Collaborator St. Francis**, who “overinflated the balloon” during the procedure, causing the pulmonary artery to rupture, resulting in massive blood loss killing Frances **Michalski** within a few minutes. More disturbing was that Frances **Michalski** had been awake during the procedure and knew what was happening as she began spitting up massive amounts of blood and bled out on the table. She suffered a painful and horrific death.

28. The tragic loss of their mother was only the beginning of the Plaintiffs’ nightmare. In the immediate aftermath of the horrific tragedy, Defendant **Collaborators Bon Secours. St. Francis** and Trey **Suggs** immediately devised and set in motion a scheme to cover the massive malpractice. Defendant **Collaborators Bon Secours** and **St. Francis** through counsel, Defendant **Collaborator** Trey **Suggs**, sought the assistance of Defendant **Collaborators** R. O’Neil **Rabon**, Jennifer **Browning**, and others in the **Sham Probate Enterprise**, to facilitate an elaborate scheme to ensure that Plaintiffs **Mayra** and **Luis Michalski** never knew the true nature of their mother’s suffering at the hands of **Collaborators Bon Secours** and **St. Francis**, and more importantly would not have the ability to personally bring a legitimate multi-million dollar action for malpractice against them. However, since Plaintiffs **Myra Michalski** and **Luis Michalski** were adults, the Defendant **Collaborators** had to take significant actions to neutralize them in order to engage in their elaborate cover-up.
29. The next three weeks witnessed the implementation of Defendant **Collaborators’** scheme to deceive and defraud as they perpetrated one wrongful act after another against Plaintiffs in furtherance of the goals and enrichment of the **Sham Probate Enterprise**, and to benefit

Defendant **Collaborators Bon Secours** and **St. Francis** by concealing the truth regarding their actions which led to the untimely and preventable death of Francis Michalski.

30. The **Sham Probate Enterprise**, through **Collaborators** Trey Suggs, R. O'Neil Rabon and Jennifer Browning, set about to have Plaintiffs Mayra and Luis Michalski, Frances Michalski's adult children, deemed incapacitated, and **Collaborator** Jennifer Browning named as their legal guardian so that the **Sham Probate Enterprise** could carry out the cover up of the true horror of Frances Michalski's death and prevent Plaintiffs from acting independently against Defendant **Collaborators Bon Secours** and **St. Francis** to recover for the pain and suffering of their late mother, and their own damages. The true extent that the Defendant **Collaborators** of the **Sham Probate Enterprise** would go to accomplish their goals then played out as **Collaborators** exacerbated the pain and suffering of Frances Michalski's grief-stricken adult children, Plaintiffs Mayra and Luis Michalski. It was critical that **Collaborators** neutralize the independence of Plaintiffs Luis and Mayra Michalski so that **Collaborators** could perpetuate the cover-up for **Collaborators Bon Secours** and **St. Francis**.
31. The first step of the scheme by **Collaborators** involved sending alleged professionals to Plaintiffs' home with no authority whatsoever to create falsified reports to support the "pre-packaged" petition for emergency guardianship they were going to file in the Greenville County Probate Court.¹ This petition would get them absolute control over the Plaintiffs

¹ This is a pattern seen in other related cases where Defendants, some named herein, go into Probate Court with prepackaged ex parte guardianship petitions that are summarily granted without notice to the victims. When they suspected this lawsuit was coming, Defendant Plaxco and others in related cases, in a show of desperation, and as examples of further extortion and intimidation filed defamation state court actions against Plaintiffs and their counsel in this case and other related cases in attempt to separate Plaintiffs from their counsel and stop the filings of federal RICO claims against them. Defendant Plaxco went so far as to bring a claim for declaratory judgment seeking a TRO to prevent Plaintiffs' counsel in this case from issuing further FOIA requests that would result in additional examples of the pattern of similar unlawful conduct to that claimed herein.

individually, as Frances **Michalski's** sole heirs, and as the only parties who could hold **Collaborators Bon Secours** and **St. Francis** accountable for her death. To that end, within seven (7) days of their mother's death, on July 15, 2016, Defendant **Collaborator** Carrie **Woodall**, who is regularly contracted by Defendants **Collaborators** Jennifer **Browning** and **Browning Geriatrics** to be appointed as a court appointed visitor in similar cases, visited Plaintiffs **Mayra** and **Luis Michalski** at their family home where they had lived with their mother, Frances **Michalski**. Plaintiffs were given no choice in the matter, and were threatened if they didn't do as they were told.

32. Plaintiffs, still shocked and grief-stricken from their mother's tragic and sudden death, did not realize that this was actually an affirmative step by **Collaborators** to strip away their rights and would serve as the basis of **Collaborators** efforts to seek assistance from the Greenville County Probate Court to take control away from Plaintiffs **Mayra** and **Luis Michalski** so that Defendant **Collaborators** could carry out the **Sham Probate Enterprise**. **Plaintiffs Mayra and Luis** did not understand the effect of the **Sham Probate Enterprise** was to insulate **Collaborators Bon Secours** and **St. Francis** from the consequences of killing Francis **Michalski**. **Collaborators** obtain a fraudulently issued emergency guardianship to further the **Sham Probate Enterprise**. At this visit, one week after their mother's death, Plaintiffs were told that they were going to have different people visit the home to "teach them basic living skills." Plaintiff **Mayra Michalski** was an adult who had been handling things herself, was fully capable of taking care of herself and had the life skills most young adults in their early twenties possess. Plaintiff **Luis Michalski**, at the time, had his own car and was attending college full time. They did not want or need strangers in their home, and they did not need "caregivers."

33. Regardless, the **Sham Probate Enterprise** employed by the **Collaborators** would not be thwarted in their efforts by the objections of Frances **Michalski's** two grief-stricken and confused adult children. The very next day, after Defendant **Collaborator Woodalls'** visit, the Defendant **Collaborators** enacted step two of the scheme. Defendant **Collaborators** Chris **Couchell** and **KiKi's Kare d/b/a Comfort Keepers** sent a representative to Plaintiffs' home. In furtherance of the scheme, the representative falsely introduced herself to Plaintiff **Luis Michalski** as being hired by their mother before her death to care for him and his sister. From this day forward, Defendant **Collaborator KiKi's Kare d/b/a Comfort Keepers** was in Plaintiffs' home around the clock to watch and control Plaintiffs in furtherance of the goals of the **Sham Probate Enterprise**. It was devastating, demeaning and unsettling for the already grief-stricken Plaintiffs **Mayra** and **Luis Michalski**.
34. With the commotion created by multiple intruders and the presence of twenty-four hour a day "caregivers," Plaintiff **Mayra Michalski** tried to get out of the home so she could be alone to reflect on the loss of her mother and the changes taking place around her with strangers trying to control her every move. However, Defendant **Collaborator Carrie Woodall** informed Plaintiff **Mayra Michalski** in no uncertain terms that she "was not allowed to leave the house." Plaintiff **Mayra** explained that she was an adult, capable of making her own decisions, and as such she was going to leave. Defendant **Collaborator Carrie Woodall** then threatened that if Mayra left the house, **Collaborator Woodall** would call the police and have Mayra "dragged back." **Mayra** was given the ultimatum that she either stay under the supervision of Defendant **Collaborator KiKi's Kare d/b/a Comfort Keepers**, or she would be detained by the police. Plaintiffs were forced into isolation and threatened with police

intervention if they did not abide by the newly established rules of conduct that they found themselves unable to escape.

35. Over the course of the three weeks following Frances **Michalski's** death, the **Collaborators** enacted step three of the scheme. Plaintiffs were subjected to multiple fraudulent "interviews" and two fraudulent medical exams, one by a doctor employed by Defendant **Collaborator Bon Secours**, whose stated goal was to have them deemed incapacitated for **Collaborator Bon Secours'** own benefit, and a "free clinic" physician Plaintiffs had never before seen in their lives. It is especially egregious that Plaintiffs were subjected to medical exams and were appointed "visitors" under the auspice of court appointed authority when no petition had been filed yet and no court order had been issued. Defendant **Collaborators** fraudulently represented to Plaintiffs that they had the requisite authority to do this to them when they, in fact, had no such authority.
36. Defendant **Collaborator Carrie Woodall**, after her one visit to Plaintiffs' home on July 15, 2016, which transpired only one week after the death of Plaintiffs' mother, and without any prior knowledge of Plaintiffs, reported that Plaintiff **Mayra Michalski** regularly only slept one to three hours a night, the house was dirty, both "kids" were unable to care for themselves, both "kids" lacked communication skills, and that they showed no emotion when their father died. Defendant **Collaborator Carrie Woodall's** finding that Plaintiffs displayed no emotion when their father died was particularly baseless, as it happened years prior to her meeting Plaintiffs. Nonetheless, these findings served as the basis for finding in favor of guardianship

and recommending **Collaborator Jennifer Browning** to serve in that role as had been the **Collaborators'** plan from the outset.²

37. On July 20, 2016, less than two weeks after their mother's death, Plaintiffs were forced to submit to a medical exam performed by Dr. Joseph Paciarelli, an employee of Defendant **Collaborator Bon Secours**. Dr. Paciarelli, after a single thirty-minute appointment, found that Plaintiff **Luis Michalski** had poor eye contact, had no friends and thus did not have the basic skills to live independently. Dr. Paciarelli made no mention that Plaintiff **Luis Michalski** drove himself everywhere independently, attended college full-time with no special accommodations, was twenty-two years old, and had just suffered a devastating and sudden loss.
38. What is staggering about these reports is that with the "check of a box," Defendant **Collaborator Bon Secours'** own physician assisted the Defendant **Collaborators** and the **Sham Probate Enterprise** in taking away Plaintiffs' rights and independence in furtherance of the goals of the **Sham Probate Enterprise** for its financial gain and for the benefit of Defendant **Collaborators Bon Secours** and **St. Francis**.
39. On July 20, 2016, the same day that Plaintiffs were forced to submit to examination by Dr. Paciarelli, Plaintiff **Luis Michalski** was also forced to submit to examination by Dr. Snape of the Greenville Free Clinic. Dr. Snape reported that Luis "may" be autistic, suffered from

² As if what they did in the past to Plaintiffs was not enough to force them to bend to Defendants' will, Defendant **Collaborator Plaxco**, in a proactive move to try to prevent the filing of this lawsuit through intimidation of Plaintiffs and their counsel, used offensive pleadings in an action in which Plaintiffs are not parties. Defendant **Collaborator Plaxco** attacked his clients, attached to a public filing for defamation confidential but false reports and false allegations submitted to the Probate Court in the original guardianship action undertaken by **Collaborators**. These reports served as a basis for a fraudulent guardianship that was, by Defendant **Collaborator Plaxco's** own admission based on a false representation of incapacity of the Plaintiffs that was later withdrawn when the Plaintiffs were found to have had capacity all along. This was a recent example of the Defendant **Collaborators'** efforts to continue to extort Plaintiffs to bend to their will and not pursue this action. It serves as direct evidence of the continued existence of the enterprise, its continuity and threat to further create injuries and harm through the imposition of the predicate acts of extortion and witness tampering.

“social and environmental deprivation,” that his “condition” may be permanent, and that while he can perform personal activities in taking care of himself, he cannot handle his own financial activities. Unbelievably, this outlandish report created after only one meeting lasting less than thirty minutes then became the basis for the appointment of a guardian to control every aspect of Plaintiff **Luis Michalski’s** personal life, and more importantly, to manage the financial affairs of Frances **Michalski’s** estate, including decisions relevant to the death of Francis Michalski, for which Defendant **Collaborators Bon Secours** and **St. Francis** were responsible.

40. Unbeknownst to Plaintiffs, while forcing them to unlawfully submit to unwanted medical exams and interviews, the Defendant **Collaborators** were checking the boxes needed to petition the court on an emergency *ex parte* basis for Guardianship over each of them. Plaintiffs had no idea that the Defendant **Collaborators** needed two physicians to state they were incapacitated to accomplish their fraudulent goals and, acting on the basis of threats against them by **Collaborators**, Plaintiffs believed they had no choice but to submit or suffer worse consequences.
41. On July 21, 2021, the day after getting both physician reports and less than three weeks after Frances **Michalski’s** wrongful death, Defendant **Collaborator R. O’Neil Rabon**, on behalf of Defendant **Collaborators Bon Secours** and Trey **Suggs**, and armed with fraudulently obtained and false “reports,” filed an *ex parte* emergency petition for Guardianship in the Greenville County Probate Court seeking appointment of Defendant **Collaborator Jennifer Browning** as temporary emergency guardian over Frances **Michalski’s** adult children, Plaintiffs **Mayra** and **Luis Michalski**.

42. The documents filed with the Probate Court in support of the *ex parte* petition for Guardianship over Plaintiffs also included reports from Defendant **Collaborators** Jennifer **Browning**, as well as, from **Browning Geriatrics'** staff and assigns, finding that both Plaintiffs **Mayra** and **Luis Michalski** were unable to care for themselves and in need of a Guardian. This was based on personal interviews conducted by Defendant **Collaborator** Jennifer **Browning's** representatives, a brief exam by a free clinic doctor, and a brief exam by a physician employed by the petitioner to the guardianship action, Defendant **Collaborator Bon Secours**. It was also allegedly based on a telephone "interview" with John Pearce, Frances **Michalski's** friend, who never met Plaintiff **Mayra Michalski** and only met Plaintiff **Luis Michalski** once. It did not matter that the findings listed in these reports in no way constituted a finding of incapacity under the statutory standard for the drastic remedy of appointing a Guardianship over any adult, and certainly not on an emergency *ex parte* basis. Ironically, at the time Defendant **Collaborator** Carrie **Woodall** and the two physicians made these reports to the Probate Court, and at the time of the filing stating that Plaintiffs **Mayra** and **Luis Michalski** were unable to care for themselves, they were doing just that. Plaintiff **Mayra Michalski** was paying the bills and gaining employment while Plaintiff **Luis Michalski** was driving himself where he needed to go and continuing to attend college as a fulltime student.
43. The Greenville County Probate Court, in reliance on Defendant **Collaborator** R. O'Neil **Rabon's** fraudulent filings, granted the very hospital responsible for their mother's death, Defendant **Collaborator Bon Secours,'** motion for emergency guardianship and gave Defendant **Collaborator** Jennifer **Browning** immediate and full control over Plaintiffs. There is no record of whether the Probate Court made a finding regarding Defendant

Collaborator Bon Secours' standing to bring such an action at the *ex parte* hearing or even inquired as to why the hospital where their mother died was seeking "protection" for the adult children of the deceased. The Probate Court further ordered that Dr. Snape, from the Greenville Free Clinic, and Defendant **Collaborator Tracy Parsons**, were to report further findings to the Probate Court regarding the Plaintiffs' mental and physical condition, that Defendant **Collaborator William Fore** was to be appointed as counsel and Guardian ad litem for Plaintiff **Mayra Michalski**, that Frank Plaxco, grandfather of Defendant **Collaborator Joseph Plaxco**, be appointed as counsel and Guardian ad litem for Plaintiff **Luis Michalski**, and that together, Plaintiffs' court appointed counsel were to jointly open a probate estate for the Estate of Frances **Michalski** in the Greenville County Probate Court.³

44. After the Probate Court's *ex parte* order was issued, appointing Defendant **Collaborator Jennifer Browning** as Plaintiffs **Mayra** and **Luis Michalski's** Guardian, Plaintiffs were subjected to increasingly disgusting and terrifying acts at the hands of the Defendant **Collaborators** in furtherance of the goals and for the ultimate benefit of the **Sham Probate Enterprise** and Defendant **Collaborators Bon Secours** and **St. Francis**. Every aspect of their lives was controlled by Defendant **Collaborators Jennifer Browning**, **Tracy Parsons**, **KiKi's Kare d/b/a Comfort Keepers**, **William Fore**, and **Joseph Plaxco**, who was substituted as Plaintiff **Luis Michalski's** counsel and Guardian ad litem upon the resignation of Frank Plaxco.
45. Defendant **Collaborators'** scheme to completely control Plaintiffs, to keep them from any knowledge of what actually happened to their mother, and to stop them from personally

³ This is the very sequence of events followed by Defendant **Collaborators**, some named herein, in related cases in which fraudulent reports are submitted to the Probate Court to get *ex parte* emergency guardianships that are then extended over and over again while the Defendant **Collaborators** carry out the scheme for their benefit and the goals and benefit of the **Sham Probate Estate**.

bringing a legitimate suit against Defendant **Collaborators Bon Secours** and **St. Francis** was now put into full force with the actual authority of the Probate Court behind them. Despite Plaintiff **Luis Michalski** having his driver's license and his own car, Defendant **Collaborator KiKi's Kare d/b/a Comfort Keepers** was made responsible for driving Plaintiff **Luis Michalski** everywhere he went, including to the many appointments scheduled by Defendant **Collaborator Jennifer Browning's** staff, appointments made in furtherance of the **Sham Probate Enterprise**. All expenses for twenty-four hour "caregivers," the court appointed attorneys, the exams, and the expenses associated, were controlled by Defendant **Collaborators**, at the direction of Defendant **Collaborator Jennifer Browning**, and paid from the Estate of Frances **Michalski**. In fact, these expenses were paid to the detriment of the Plaintiffs, over the monthly bills of the Estate, including house payments, car payments, and the legitimate expenses of the beneficiaries of the Estate of Frances **Michalski**, which **Collaborators** set about to liquidate. Interestingly, the fees of court appointed Guardian Defendant Jennifer **Browning** and her associates and assigns were paid directly to Defendant **Browning Geriatrics** by Defendant **Collaborator Bon Secours**.

46. While Plaintiff **Mayra Michalski** was working two separate jobs, Defendant **Collaborator Jennifer Browning**, upon information and belief, in an effort to limit her resources and keep control over her, visited both places of employment to speak with her supervisors resulting in Plaintiff **Mayra Michalski** being forced to leave both jobs.
47. On July 26, 2016, less than three weeks after her mother's tragic death, Defendant **Collaborator Fore** met with his "client" Plaintiff **Mayra Michalski** at the family home to "interview" her. He later subjectively reported to the court in furtherance of the scheme and in furtherance of the **Sham Probate Enterprise's** goal, that Mayra had the functionality of

a fifteen-year-old, had not seen a doctor in five years, had no income, did not know what her assets were, and that his biggest concern was that she needed to have an abscess in her tooth treated. Again, he based these findings on a single visit with an adult who refused to cooperate with the taking of her independence at the hands of strangers in the immediate aftermath of losing her mother. Regardless, none of these false “findings” by her court appointed counsel, Defendant **Collaborator** William **Fore** constitute evidence of incapacity or grounds for the appointment of a Guardian.

48. On August 1, 2016, a little over three weeks after the death of their mother, Plaintiffs were visited by court appointed visitor, Amy Knight. Contrary to visitor reports earlier gathered, she found that the house was clean, that the Plaintiffs were “well nourished,” and ultimately that there was not a need for a permanent guardian. While it was demeaning to be forced to submit to yet another “visitor” interview, Plaintiffs were found again not to be incapacitated. Defendant **Collaborator** Tracy **Parsons** later reported that despite reports regarding Plaintiff **Mayra Michalski**’s ability to take care of herself and despite having a job to pay her own bills, Defendant **Collaborator Parsons** believed Plaintiff **Mayra Michalski** just “talk[ed] a good game” and was not capable of functioning without a Guardian. Defendant **Collaborator** Tracy **Parsons** continued the support of the fraudulent Guardianship as was needed to cement the ultimate goals of her Defendant **Collaborators** and the **Sham Probate Enterprise**.⁴
49. Although Plaintiffs were never found to be incapacitated adults beyond the *ex parte* order, on September 2, 2016, Defendant **Collaborator Bon Secours**, through Defendant

⁴ On information and belief, Defendant Parsons has made similar filings to the court in related cases, as court appointed guardian, as court appointed guardian ad litem and as a court appointed visitor in furtherance of *ex parte* and temporary guardianships while working with Co-Collaborators some of whom are named Defendants herein.

Collaborator R. O'Neil **Rabon** at the direction of Defendant **Collaborator** Trey **Suggs**, served Plaintiff **Mayra Michalski** individually with a petition for appointment of a permanent Guardian. Upon information and belief, Plaintiff **Luis Michalski** was served with the same petition via Defendant **Collaborator** Joseph **Plaxco** as his counsel.

50. It cannot be lost on the Court that all of the false “findings” of incapacity were made in the three weeks immediately following the sudden and tragic death of Plaintiffs’ mother at the hands of Defendant **Collaborators** **Bon Secours** and **St. Francis** after they enlisted the services of the Defendant **Collaborators** and the **Sham Probate Enterprise** to get control of Plaintiffs, the only heirs with standing to sue them for the wrongful death of **Frances Michalski**.

51. As further example of the suffering and degradation the Plaintiffs suffered at the hands of Defendant **Collaborators** **Browning** and **KiKi’s Kare d/b/a**, without accounting to Plaintiffs for any assets held in the Estate of **Frances Michalski** now under the Defendant **Collaborators’** control, Defendant **Collaborator** Jennifer **Browning** applied for Plaintiffs **Luis** and **Mayra Michalski** to receive food stamps. She then, to further demonstrate absolute control and to further demean them, put the food stamp cards in a lockbox, which only Defendant **Collaborator** **KiKi’s Kare d/b/a Comfort Keepers’** caregivers had access to each day. Plaintiffs **Mayra** and **Luis Michalski** were not allowed to have the code because Defendant **Collaborator** Jennifer **Browning** determined that the food they purchased needed to be monitored. However, during Defendant **Collaborator** **KiKi’s Kare d/b/a Comfort Keepers’** time in the home, it was common for the staff to eat Plaintiffs’ only food and consume their drinks while refusing to clean their own plates or throw away their trash, instead requiring Plaintiffs to clean up after them. These same caregivers were instructed to

pit Plaintiffs against each other, a standard practice of the **Sham Probate Estate**, as seen in other related cases, because it was easier to accomplish their goals if the subjects of the scheme were not united against them. As an example of their willful and destructive intent to separate the siblings, Defendant **Collaborators Jennifer Browning and KiKi's Kare d/b/a Comfort Keepers** instructed Plaintiff **Luis Michalski** to take photos of Plaintiff **Mayra Michalski's** bedroom when she was running late for work one day, to show that her bed was not made, and her clothes were not put away so that they could then use it as evidence of her inability to take care of herself or of Plaintiff **Luis Michalski**. Plaintiff **Mayra Michalski** had by now, in desperation, requested to serve as her younger brother Plaintiff **Luis Michalski's** guardian if the Probate Court was insistent upon appointing one. The Defendant **Collaborators** could not allow Plaintiffs **Mayra** and **Luis Michalski** to be a united front as that would allow Plaintiff **Mayra Michalski** to bring an action against Defendant **Collaborators Bon Secours and St. Francis** for the gross negligence that caused the death of Frances **Michalski**.

52. Defendant **Collaborator Comfort Keepers'** caretakers also made it their job to discipline Plaintiff **Luis Michalski**, a grown man, who before falling victim to the elaborate scheme instituted against himself and Plaintiff **Mayra Michalski**, had attended college, was independent, and had his own transportation. It was frequent practice for "caregivers" to yell in Luis' face when he was not following their instructions/demands or was slow in finishing his "assigned tasks." In one instance, Plaintiff **Luis Michalski** was taking off a bedsheet after a staff member yelled in his face and she yanked it from his hands because he was going too slow and berated him, heaping more abuse on the already beaten down young adult. This daily treatment was traumatic for Plaintiff **Luis Michalski**, especially since it was just weeks

after his mother died. Based on the abuse's severity, one caregiver was removed, but only after causing significant pain. More egregious is the fact that Plaintiffs' own inheritance was being used to pay the Defendant **Collaborators** who served as gatekeepers to their freedom.

53. With no end in sight for Plaintiffs **Mayra** and **Luis Michalski**, the fraudulent "temporary" guardianship was extended for six additional months by consent of the Defendant **Collaborators**, including Defendant **Collaborators** William **Fore** and Joseph **Plaxco**, who were supposed to be protecting Plaintiffs' rights and carrying out their wishes as their court appointed counsel. Unbeknownst to Plaintiffs, the extension was necessary to provide the Defendant **Collaborators** named herein time to open the probate Estate of Frances Michalski and to set about the next phase of their scheme in furtherance of the goals of the Defendant **Collaborators** **Bon Secours, St. Francis** and the **Sham Probate Enterprise**.

54. Defendant **Collaborators** **Fore** and **Plaxco** opened the probate Estate of Frances **Michalski** (the "Estate") pursuant to the order of the Probate Court in the *ex parte* Guardianship action. Despite the existence of a Will, **Collaborators** falsely informed the probate court that the decedent had died intestate, because Defendant **Collaborator** R. O'Neil **Rabon** had previously falsely represented to the Probate Court in the guardianship case that there was no Will providing for a guardian if one was needed. Defendant **Collaborator** Joseph **Plaxco** was now serving as court appointed counsel for Plaintiff **Luis Michalski** and as court appointed Personal Representative for the Estate of Frances **Michalski**. In his capacity as Personal Representative, he was charged, in his fiduciary capacity, with taking control of all of the estate assets, accounting for all funds due to the Estate, and bringing any legal actions on behalf of the Estate to recover damages owed to the Estate of Frances **Michalski**.

55. Defendant **Collaborator** Joseph **Plaxco** took an inventory of personal property at the home and discarded or sold most of it, took control of bank accounts, and inevitably took both vehicles owned by Frances **Michalski** from the Plaintiffs, leaving them truly at the mercy of the Defendant **Collaborators**. Prior to her death, Frances **Michalski** showed Plaintiff **Luis Michalski** an envelope containing ten thousand dollars (\$10,000) in cash hidden in the house in case of emergencies. Since they had lost Plaintiffs' father suddenly, Frances **Michalski** knew how things could change so quickly and didn't want Plaintiffs left without resources to take care of things should it become necessary. She also showed Plaintiff Mayra Michalski her checkbooks and bank statements and how to access these accounts to pay the monthly bills if needed. Shortly after their mother's death and after Defendant **Collaborators** gained control of them and Frances **Michalski's** Estate, all of the money disappeared, and all account access was blocked.
56. Defendant **Collaborator** Joseph **Plaxco** informed Plaintiffs that there was no money, and they were to immediately surrender the keys to both vehicles, including Plaintiff **Luis Michalski's** car, a Smart Car gifted to him from his mother several years earlier as a birthday present. Initially, Plaintiff **Mayra Michalski** refused to hand over the keys, but Defendant **Collaborator** Joseph **Plaxco** stated in a text that he would take the matter to court and have the court take possession of the keys if she did not comply. Plaintiffs knew there should be funds available to pay for the vehicles but had not accounted for the layers of fees being billed to the Estate by Defendant **Collaborators** in furtherance of the goals of and for the financial benefit of the **Sham Probate Enterprise**.
57. As all of this was taking place, Plaintiff **Mayra Michalski** expressed concern that her mother's Will, which had always been on top of the refrigerator, had disappeared. She had

been told by Defendant **Collaborators** that no Will had been found. Unbeknownst to her, she would later learn it had been removed almost immediately by one of the Defendant **Collaborators**.

58. In contradiction, Plaintiff **Luis Michalski** was informed by Defendant **Collaborator** Joseph **Plaxco** that there was in fact a Will that his mother executed while they lived in Pennsylvania in 2009. Defendant **Collaborator** Joseph **Plaxco** falsely explained that the Will stated Plaintiffs **Luis** and **Mayra Michalski** would have inherited their mother's house and all of her belongings, but because their mother no longer owned the home in Pennsylvania, the 2009 Will was not valid. Defendant **Collaborator** Joseph **Plaxco** led Plaintiff **Luis Michalski** to falsely believe that this Will was not applicable to the property owned by Frances **Michalski** located in Greenville, SC. This same Will was later admitted to Greenville County Probate Court once the **Sham Probate Enterprise** needed to be able to "act for the benefit of the beneficiaries" as part of the scheme to control the outcome of a pre-packaged malpractice action.
59. Under the guise that they were acting for the benefit of Plaintiffs **Luis** and **Mayra Michalski**, the Defendant **Collaborators** named herein, embarked on the next step in their scheme to defraud Plaintiffs for the financial benefit of the **Sham Probate Enterprise** and **Collaborators Bon Secours** and **St. Francis**. Defendant **Collaborator** Joseph **Plaxco**, in his capacity as Personal Representative of the Estate of Frances **Michalski**, retained a malpractice attorney to sue Defendant **Collaborators Bon Secours** and **St. Francis**, as well as Dr. Gregory San, the physician who had performed the procedure that caused Frances **Michalski's** death. While the date of the engagement agreement is unknown, it was likely in late 2016 given the fact that a physician expert had been retained by malpractice counsel and

an expert affidavit detailing the gross negligence that caused Frances **Michalski's** death had been issued by early February, 2017 in anticipation of filing the malpractice action. Around this same time, Plaintiffs were only told that their mother's death occurred during the procedure, they never knew anything further.

60. On March 10, 2017, Defendant **Collaborator** R. O'Neil **Rabon**, on behalf of Defendant **Collaborators Bon Secours and St. Francis**, petitioned the Probate Court for another six month extension to the Guardianship over Plaintiffs despite the fact that **Luis and Mayra Michalski** had not been deemed incapacitated because the **Sham Probate Enterprise**, through the unlawful actions of the Defendant **Collaborators**, needed more time to complete its ultimate goal, to orchestrate a sham pre-packaged malpractice action meant to look like Defendant **Collaborators Bon Secours and St. Francis** were held accountable for their actions in causing the death of Plaintiffs' mother while costing them a pittance of what they knew they would be liable for at a real trial of the matter.
61. By March 13, 2017, Defendant **Collaborator** Jennifer **Browning** had succeeded in running Plaintiff **Mayra Michalski** away from her family home and had arranged a "solution" for what to do with Plaintiff **Luis Michalski** to get him out of the way permanently. By now **Collaborators'** plan to drive a wedge between Plaintiffs had succeeded as Defendant **Collaborator** Jennifer **Browning**, with the help of Defendant **Collaborator KiKi's Kare d/b/a Comfort Keepers**, had convinced Plaintiff **Mayra Michalski** that Plaintiff **Luis Michalski** didn't want her to be his court ordered guardian if he had to have one, and they had convinced Plaintiff **Luis Michalski** that **Mayra** had "anger" issues that made it impossible to control her. **Collaborators** took advantage of Plaintiff **Luis Michalski's** fears, grief and the gaping unknown regarding what the future held for him to convince him he had

no choice in the matter. Plaintiff **Luis Michalski** was forced to choose between homelessness or a government facility.⁵ Meanwhile, Defendant **Collaborators** paid themselves from Plaintiffs' inheritance and falsely told the Plaintiffs that the estate was "broke."

62. Defendant **Collaborator** Jennifer **Browning** arranged to move Plaintiff **Luis Michalski** into the Department of Disabilities and Special Needs (DDSN) facility in Horry County, hours from his only family, sister Plaintiff **Mayra Michalski**. By March 13, 2017, three days after Defendant **Collaborators** **Bon Secours** and **St. Francis**, with the assistance of Defendant **Collaborators** R. O'Neil **Rabon** and Jennifer **Browning**, with another six month extension to the fraudulent temporary Guardianship, Plaintiff **Luis Michalski** was a full-time resident of the DDSN located in Conway, SC. Plaintiff **Mayra Michalski** had begged to become her brother's guardian in an effort to avoid him being institutionalized, but Defendant **Collaborator** Jennifer **Browning** explained that since she was not able to prove to the court that she was a "competent" individual, she would not qualify to be his guardian, or the personal representative of her mother's estate. No such petition to the Greenville County Probate Court was ever filed on Plaintiff **Mayra Michalski's** behalf, because the Defendant **Collaborators** had already determined what the outcome must be in furtherance of the goals of the **Sham Probate Estate** and Defendant **Collaborators** **Bon Secours** and **St. Francis**.
63. On July 17, 2017, malpractice counsel filed a wrongful death/survival action on behalf of Defendant **Collaborator** Joseph **Plaxco**, as Personal Representative of the Estate of Frances **Michalski**, against Defendant **Collaborators** **Bon Secours** and **St. Francis**, as well as against Dr. Gregory San in the Greenville County Court of Common Pleas. The actual filings

⁵ As further evidence of the lengths Defendants will go to in their efforts to deceive, bully and extort, Defendant Plaxco, in his Amended Complaint for Defamation filed against Plaintiffs and their individual counsel, misrepresented to the state court that Plaintiff Luis was excited about the "opportunities" DDSN would provide without accurately representing the unlawful pressure exerted over him.

on record are particularly telling regarding the true nature and intent of the Defendant **Collaborators** in participating in and/or directing the filings. The full Amended Complaint is a mere thirteen paragraphs in total. It alleges negligence and gross negligence in causing the death of a sixty-nine (69) year old woman and the ultimate conscious suffering she endured as she died.

64. The Answer filed on August 22, 2016, in response by Defendant **Collaborator** Trey **Suggs** on behalf of Defendant **Collaborators Bon Secours, St. Francis**, and Dr. Gregory San, is outrageous and very telling on its face as a defensive pleading to a Wrongful Death and Survival Action. Defendant **Collaborator Suggs** answered Defendant **Collaborator** Joseph **Plaxco's** thirteen paragraphs as a first defense, then added a single second defense to the action, that being that the Defendants were a charitable organization and entitled to whatever defenses that allowed them. He did not plead a single affirmative defense to the action and as such waived them all. With this filing Defendant **Collaborator** Trey **Suggs** told the court that, apart from the general denials of the allegations of the Amended Complaint, Defendant **Collaborators Bon Secours** and **St. Francis** were not affirmatively raising a single defense to an allegation that they absolutely, without a doubt, caused the sudden, horrific and tragic death of a woman in her sixties, who then suffered a painful and horrible death as she was aware of what was happening and began vomiting huge amounts of blood, eventually bleeding out on the table. Defendant **Collaborator** Trey **Suggs** is a seasoned defense lawyer who regularly represents hospitals in malpractice actions. Under no objective examination of the facts, can one conclude that this was a simple error or oversight. Instead, one can only surmise that Defendant **Collaborator Suggs'** waived all of Defendant **Collaborators Bon Secours** and **St. Francis'** affirmative defenses and plead no defenses beyond general denials

to Defendant **Collaborator** Joseph **Plaxco's** wrongful death/survival as Personal Representative of the Estate of Frances **Michalski**, to expedite **Collaborators'** intent to settle the case for a negligible amount, for the benefit of Defendant **Collaborators Bon Secours, St. Francis** and the **Sham Probate Enterprise**. Defendant **Collaborator Suggs** already was involved with the Defendant **Collaborators**, including Joseph **Plaxco**, in enacting a complex and fraudulent scheme to ensure that a settlement inordinately favorable to Defendant **Collaborators Bon Secours** and **St. Francis** would be secured, in furtherance of the **Sham Probate Enterprise**.

65. The Defendant **Collaborators** employed this fraudulent scheme across two South Carolina state courts and through three separate groups of legal actions: (1) the *Ex Parte* Guardianship Actions, *Bon Secours St. Francis Healthcare, Inc v. Mayra Michalski* and *Bon Secours St. Francis Healthcare, Inc. v. Luis Michalski*; (2) the Estate action, *In re Estate of Frances Michalski*; and (3) the Common Pleas action, *Joseph Plaxco, Personal Representative for the Estate of Frances Michalski v. Bon Secours St. Francis Healthcare Systems, Inc., St. Francis Physician Services, Inc, and Gregory W. San, MD*. The Defendant **Collaborators** brought these actions for the sole purpose of ensuring that Plaintiffs were legally sidelined and unable to act personally against Defendant **Collaborators Bon Secours** and **St. Francis**, or the **Sham Probate Enterprise**. This resulted in the Court of Common Pleas not being aware of the actions taken in the Probate Court and the underlying facts, or vice versa, so that the atrocities perpetrated against Plaintiffs **Mayra** and **Luis Michalski** would be concealed as the Defendant **Collaborators** went about their scheme for their own benefit and that of the **Sham Probate Enterprise**.

66. While the wrongful death action was pending, the Defendant **Collaborators** went about their plans to liquidate the assets of the Estate of Frances **Michalski** for the benefit of the **Sham Probate Estate**. Defendant Joseph **Plaxco** began the process of paying out the numerous fraudulent invoices submitted to the Estate by the Defendant **Collaborators**, including Joseph **Plaxco**, William **Fore**, Tyler **O'Shields** (who had been added as separate guardian ad litem for **Luis**), Tracy **Parsons**, and Carrie **Woodall**. As further evidence of the coordination between the Defendant **Collaborators** and the **Sham Probate Enterprise**, Defendant **Collaborator** Joseph **Plaxco** has since revealed that Defendant **Collaborator Bon Secours** paid for Defendant **Collaborator Jennifer Browning's** "services" rendered as guardian of **Luis** and **Mayra Michalski**, which, upon information and belief, included Defendant **Collaborator KiKi's Kare d/b/a Comfort Keepers'** and Defendant **Collaborator Carrie Woodall's** invoices, directly. Defendant **Collaborators** R. O'Neil **Rabon** and Trey **Suggs** were also paid directly for their services by Defendant **Collaborators Bon Secours** and **St. Francis**.
67. Defendant **Collaborator** Joseph **Plaxco's** efforts to secure his position as Personal Representative of the Estate of Frances **Michalski**, so that he could expend its assets to the benefit of the **Sham Probate Enterprise**, is particularly illuminating. More specifically, Defendant **Collaborator** Joseph **Plaxco's** petition to serve as Personal Representative of Frances **Michalski's** Estate, that he filed in the Probate court on September 2, 2016, evidences **Plaxco's** direct knowledge that Plaintiffs **Luis** and **Mayra Michalski** were not incapacitated, and as such, the attempt to obtain a guardianship over them was fraudulent. Attached to the petition were **Luis's** and **Mayra's** signed waivers of their respective rights to serve as Personal Representatives of their mother's estate. If **Luis** and **Mayra** were

incapacitated, and thus in need of a guardian, then they would also not have the requisite capacity to sign the waivers. More simply put, **Plaxco**, by filing the waivers, simultaneously asserted that **Luis** and **Mayra** had the compacity to completely understand their rights and the ramifications of their affirmative waiver of rights, but did not have the capacity to take care of themselves. Such an oxy-moronic assertion bears a closer resemblance to fraud than mere incompetence, and evidences **Plaxco's** knowledge that **Luis** and **Mayra** didn't need a guardian over them, nor a third-party Personal Representative over their mother's estate.

68. As even further evidence of Defendant **Collaborator Plaxco's** knowledge that **Luis** and **Mayra Michalski** were not incapacitated and were not at any point in need of a guardian, is **Plaxco's** amended complaint in his defamation case filed against his own clients in the Greenville County Court of Common Pleas. In paragraph thirty (30) of his complaint, **Plaxco** concedes that guardianship was somehow obtained over **Luis** and **Mayra** even though neither of them were ever found to be incapacitated by a court. This further demonstrates that **Plaxco**, as well as the other Defendant **Collaborators**, were perfectly comfortable obtaining guardianships over **Luis** and **Mayra** for the benefit of the **Sham Probate Enterprise** and themselves, even though they knew for a fact that no such guardianships were remotely necessary.
69. Moreover, it is beyond comprehension to think that a hospital and the physicians who were directly responsible for a mother's death, could petition for an emergency guardianship of her adult children, without notice to the adult children, and be granted the petition by a probate court, all to keep the adult children controlled until a prepackaged sham malpractice action could be settled with the deceased mother's estate to limit their liability. It is beyond understanding that no one would question why a hospital would purport to care about adults

who had never been patients in its facility to the extent that it would seek to gain total control of every aspect of their lives through a court proceeding before awarding them what they seek without regard for the consequences to the soon to be victims.

70. That is exactly what happened in the present case. Defendant **Collaborators Bon Secours and St. Francis**, aware of the devastation to the Plaintiffs and the serious liability that would follow from Frances **Michalski's** death, decided to take control of the outcome by retaining the services of known Defendant **Collaborators** of the **Sham Probate Enterprise** for their mutual benefit. Defendant **Collaborators** orchestrated a plan that would ensure the adult children of their now-deceased patient, Plaintiffs, could never bring an action against them by having them deemed incapacitated. **Collaborators** only needed to hold Plaintiffs under a fraudulent guardianship until the sham malpractice action could be filed by Defendant **Collaborator Joseph Plaxco** conveniently installed as the Personal Representative of the Estate of Frances **Michalski** and as Plaintiff **Luis Michalski's** attorney. Ironically, as a critical part of the scheme, the Defendant **Collaborators** named herein, were the only persons vested with authority to approve any "settlement" with Defendant **Collaborators Bon Secours and St. Francis**, as court appointed guardian, guardians ad litem, visitors, and counsel for the Plaintiffs, and, as an additional financial benefit, they were uniquely positioned to be the only parties to benefit from the liquidation of the Estate and the "payout" from Defendant **Collaborators Bon Secours and St. Francis**.
71. In November of 2017, well over a year after Plaintiffs were originally subjected to what amounted to imprisonment by a fraudulently obtained Guardianship, Defendant **Collaborator Tyler O'Shields** informed the Court, as Plaintiffs **Mayra** and **Luis**

Michalski's now guardian ad litem,⁶ that it had been determined that the Plaintiffs were suddenly no longer incapacitated. Defendant **Collaborators** Jennifer **Browning** and Joseph **Plaxco** weighed in as well, with all telling the Probate Court how great the Plaintiffs were suddenly doing under their assistance. They reported that Plaintiff **Mayra Michalski** lived with her boyfriend in a one-bedroom apartment that was in her name and that she had a great job earning between "\$12-\$13 per hour depending on hours worked." Of course, they didn't tell the court that Plaintiff **Mayra Michalski** had been forced to run away from her family home to escape the torture and have the independence she was entitled to, or that Defendant **Collaborator** Jennifer **Browning** alone controlled any access she should have had to funds to manage household bills, including her father's military benefits.

72. In their November, 2017 collective reports the **Collaborators** further "recommended" that, despite having capacity by their own admission, Plaintiff **Luis Michalski** should be judicially committed to the Horry County DDSN facility. They assured the court that he was happy with this result. In fact, Plaintiff **Luis Michalski** had contemplated suicide upon his placement in a state facility far from everything and everyone familiar and dear to him. Defendant **Collaborators** Tyler **O'Shields**, Joseph **Plaxco** and Jennifer **Browning** failed to include in their recommendation that Plaintiff **Luis Michalski** had actually been placed there eight months prior to this report, gaining his acquiescence through a series of lies, coercion, threats and extortion, all while under a now admittedly fraudulent guardianship filing.⁷ They

⁶ It is presumed that Defendant **Collaborator O'Shields** was brought in to deal with the optics of the obvious conflict that existed in Defendant **Collaborator Plaxco** acting as a guardian ad litem over the Plaintiffs' person while recommending a guardianship so that he would be the only person with authority to sue the Defendant **Collaborators Bon Secours** and **St. Francis** for their protection.

⁷ In fact, Defendant **Collaborator Plaxco** admitted in his Amended Pleading filed in state court against Plaintiffs and their counsel in a further effort to bully and extort them into not filing this lawsuit, that Plaintiffs "were not incapacitated but the court decided they needed a guardian anyway."

informed the Court that while Plaintiff **Luis Michalski** was now receiving VA benefits, his monthly benefit in the amount of \$693.69 would be sent to the DDSN facility each month.

73. In a little more than one year, Plaintiffs had tragically lost their mother, been subjected to a complete loss of freedom, been forced out their home, and were permanently estranged from each other over four hours apart with neither having the cars they once owned to even drive to visit each other. At no time over the course of this year did Plaintiffs receive a single accounting from the Defendant **Collaborator** Joseph **Plaxco** for the Estate of Frances **Michalski**, or the layers of fees being paid from it. They were also never told that it was the hospital that was responsible for their mother's death, Defendant **Collaborator Bon Secours**, that petitioned for the guardianship over them that started this nightmare.
74. On August 30, 2018, well after the Plaintiffs were forced out of their home, and deprived access to anything in their mother's estate, and almost a year after they were deemed to have not been incapacitated in a sham emergency proceeding, the **Michalski** family home was sold by Defendant **Collaborator** Joseph **Plaxco** in a cash sale to UW, LLC for \$153,000, well under its value. The home was listed as a formality and a contract was executed within the same twenty-four-hour period. Defendant **Collaborator** Joseph **Plaxco** paid a six percent broker fee to a third party and paid himself five percent "commission" on the sale, despite the fact that he is not a licensed real estate agent or broker, so eleven percent commission was deducted immediately from the proceeds, more than twice the standard. He also had taken out approximately a ten thousand dollar (\$10,000) second mortgage on the home the proceeds of which are not specifically accounted for in the Probate Court records, as well as a personal loan in the amount of approximately ten thousand dollars (\$10,000) from an individual identified as Sallie Walker in the probate records. It appears, upon information and

belief, that Sallie Walker was paid back from the Estate between twelve and thirteen thousand dollars for that loan, approximately 25% interest. This is also a common practice in related cases reviewed, individual personal loans are obtained for the Estate at extraordinarily high returns on loan value.

75. A cursory review of the probate records for the estate of Francis Michalski also reflects other questionable transactions. Plaintiffs were told that because there was no money to pay the car payments, they had to surrender the keys to the cars, yet there is an expense recorded for a five-thousand-dollar (\$5000) payment to Rainbow International from the Estate funds, contradicting this assertion with no documentation of the basis for this payment. This amount would have completely paid off the Smart Car Frances **Michalski** had purchased for Plaintiff **Luis Michalski**. As a beneficiary of the Estate, he would have received the car outright and not been left stranded. Defendant **Collaborator** Joseph **Plaxco** also paid himself a little over sixteen thousand dollars (\$16,000) for his services in cleaning the **Michalski** house after he falsely alleged Plaintiff **Mayra Michalski** left her mom's dog in the home without letting anyone know.
76. In the fall of 2019, the Defendant **Collaborators Bon Secours** and **St. Francis**, through their counsel Defendant **Collaborator** Trey **Suggs**, and malpractice counsel on behalf of Defendant **Collaborator** Joseph **Plaxco**, informed the Court of Common Pleas that the parties had reached a settlement in the Wrongful Death/Survival action, and the case was due to be dismissed. On February 20, 2020, Defendant **Collaborator** Joseph **Plaxco**, petitioned the Court of Common Pleas to approve the settlement. Plaintiffs never had any knowledge of the details, were not involved in negotiations, were not kept informed and had no say in the final outcome. They were not even aware of the true facts that served as the basis for the

actions. While the Guardianship was finally held to have been unnecessary by the Greenville County Probate Court more than two years earlier, Plaintiffs were never told that fact. The Defendant **Collaborators** serving as court appointed representatives continued to lead Plaintiffs to falsely believe they were answerable to them, so Plaintiffs never thought they had any rights to question the matter.

77. On March 5, 2020, almost four years after Frances **Michalski's** death, a hearing was held to approve settlement. Plaintiffs were not informed of this hearing. The Final Order of the Court of Common Pleas of Greenville County is revealing regarding the misrepresentations made to the circuit court. Defendant **Collaborator** Joseph **Plaxco** represented to the Court of Common Pleas that, while there may have been a question regarding the Plaintiffs' capacity early on, they now conveniently had been deemed to have the capacity to approve the settlement agreement and were in agreement with requesting that the court approve it. He failed to mention that the Plaintiffs were not even aware of the nature of the lawsuit, or the facts surrounding their mother's death. Defendant **Collaborator Plaxco** also failed to tell the Court that Defendant **Collaborator Bon Secours**, the Defendant in the Common Pleas action, was the party who instituted the guardianship action claiming the Plaintiffs were incapacitated in the first instance, probably because the Defendant **Collaborators** knew that no court would have approved such a settlement under those circumstances.
78. The Defendant **Collaborators'** conduct financially benefited everyone involved in the **Sham Probate Enterprise**. Everyone benefited except for the Plaintiffs **Mayra** and **Luis Michalski** who suffered tremendously at the hands of the Defendant **Collaborators** and the **Sham Probate Enterprise**. Defendant **Collaborators Bon Secours** and **St. Francis** paid a lump sum "settlement" in the measly total amount of \$150,000. Malpractice counsel received

forty percent (40%) of the settlement amount. The Estate of Frances **Michalski** was to be paid ten thousand dollars (\$10,000) for the survivor's action. However, the survivor benefit was later paid to Defendant **Collaborator** Joseph **Plaxco** for additional fees for "services" he claimed in the probate court. Plaintiffs **Mayra** and **Luis Michalski** were to receive \$32,000 each in total compensation for the horrific loss of their mother almost four years later. No accounting was ever provided to the Plaintiffs of any of the funds that passed through the Estate, but after the sale of their home, their vehicles, and the liquidation of all other assets, the Plaintiffs received approximately eighteen hundred dollars (\$1,800.00) from their mother's Estate.

79. The Estate remained open and under the control of Defendant **Collaborator** Joseph **Plaxco** as of the summer of 2024 when he finally petitioned to close it, Plaintiffs' counsel objected at that time pending a full accounting. Counsel for Plaintiffs began asking questions and seeking information, which led to Plaintiffs' discovery of the horrific behavior of **Collaborators**. This Estate was open for eight years. **Collaborators'** conduct was so brazen, with little effort made to cover it up, in that the facts cited herein are all of public record.
80. Years after she originally obtained the unlawful guardianship over Plaintiffs, Defendant **Collaborator** Jennifer **Browning** delivered a large stack of court documents to Plaintiff **Mayra Michalski** and informed her that she no longer had guardianship over **Mayra**. **Browning** did not tell Mayra that in fact it had been terminated years prior upon a finding that she had never been incapacitated. Since then, **Mayra** reached out to Defendant **Collaborator Browning** on several occasions when issues arose regarding questions related to her monthly "VA" benefit check because it remained under the custodianship of **Browning** with the Veterans Association and in an account under her control. Plaintiff **Mayra**

Michalski repeatedly requested that the account be transferred solely into her name since the guardianship was over but was told by Defendant **Collaborator Jennifer Browning** that it was up to Plaintiff **Mayra Michalski** to go to court and have a judge approve it, which would be a lengthy and expensive process. Defendant **Collaborator Jennifer Browning** finally removed herself as custodian on Plaintiff **Mayra Michalski's** VA account in the summer of 2024, almost eight years later, and only after Plaintiffs' counsel was retained to assist her in the matter.

81. As of today, Plaintiff **Mayra Michalski** is married and has three small children with her husband. This is the same man she moved into an apartment with upon being forced from her home, the same "boyfriend" as reported to the Probate Court in November, 2017. The efforts the Defendant **Collaborators** of the **Sham Probate Enterprise** will take in accomplishing their goals knows no end. As recently as a few weeks ago, Defendant **Collaborator Joseph Plaxco** filed an Amended Complaint in a state court defamation action against Plaintiffs and Counsel for Plaintiffs as a last ditch effort to intimidate, extort, falsely discredit, and ultimately stop this action from proceeding.⁸ In that filing, Defendant **Collaborator Joseph Plaxco**, who was at that time still the Personal Representative of the Estate of Frances **Michalski** and had a fiduciary responsibility to act on Plaintiffs' behalf, stated that when Plaintiff **Mayra Michalski** moved in with her boyfriend in 2016, she was twenty- five years

⁸ Defendant Collaborators named herein and in other related cases have filed a total of 5 defamation suits in state court against Plaintiffs in all cases including this one, as well as, against each individual counsel representing the Plaintiffs in this action and related cases. Also, as further acts of extortion and intimidation, Defendants named herein have sent process servers to Plaintiff Mayra Michalski's home to bang on the door at all hours, shout her name around the perimeter of her building, and to pose as police officers to instill fear in her in an effort to scare her into dropping this matter. On August 1, 2024, counsel for Defendant Collaborators who have sued Plaintiffs' counsel for defamation attempted to expedite the state court defamation cases and have them declared complex, in an obvious attempt to disrupt the pendency of these and prior lawsuits brought for prior victims. This continues to establish the continuity of the enterprise and its operations under a pattern of racketeering conduct to deceive and defraud the Plaintiffs, their counsel, the court system and the public in general.

old and he was “fifteen or sixteen” at the time. He falsely and blatantly accused Plaintiff Mayra Michalski of statutory rape in an effort to intimidate her from filing this lawsuit. Plaintiff **Mayra Michalski**’s husband, the same boyfriend she moved in with in 2016, was twenty-four years old at the time as is easily proven by his driver’s license and public records.

82. Defendant **Collaborator** Joseph **Plaxco** thought nothing of accusing Plaintiff **Mayra Michalski** of a serious crime that could affect her and her children for years to come to accomplish his endgame, through extortion and intimidation, to stop Plaintiffs and Plaintiffs’ Counsel from filing this action, as well as other related actions. There was never any consideration or acknowledgment for the damage caused by the Defendant **Collaborators** named herein.
83. Plaintiff **Mayra Michalski** is happily married, despite years of abuse, extortion, threats and intimidation at the hands of the Defendant **Collaborators** and years of living in fear of the Defendant **Collaborators** named herein at great personal, emotional and financial expense caused by their actions. Plaintiff **Mayra Michalski** is a mature and intelligent woman, and despite all of the Defendant **Collaborators**’ efforts to ensure otherwise, she has persevered to become a wife and mother to honor her mother’s memory. This is a direct contradiction to the court filings made by the Defendant **Collaborators** named herein.
84. Plaintiff **Luis Michalski** finally obtained his release from the Horry County DDSN facility through his own efforts and the help of some caring individuals. He subsequently secured a job in a pre-school education facility. At the time he was forced out of college, he was studying to be a special education teacher. He is currently working toward his goal of working with at risk children and those who have disabilities. **Luis** has his own apartment, manages his own finances, pays his own bills, owns a new Smart Car, and is fully independent. This

is a direct contradiction to the court filings made by the Defendant **Collaborators** named herein.

VI. SUMMARY OF SHAM PROBATE ENTERPRISE
Scheme to Deceive and Defraud

85. 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), 18 U.S.C. § 1512 (witness tampering and obstruction of justice). The purpose was to continue the scheme to defraud through extortion (S.C. Code §16-17-640) 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.
86. 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**, Eric **Couchell**, **Kiki’s Kare, LLC** d/b/a **Comfort Keepers**, R. O’Neil **Rabon**, Joseph **Plaxco**, William **Fore**, Tyler **O’Shields**, Carrie **Woodall**, **Bon Secours Mercy Health, Inc.** (d/b/a Bon Secours Health System, Inc.), and **St. Francis Physician Services, Inc.**
87. Victims of the **Sham Probate Enterprise** are the Plaintiffs, Luis **Michalski** and Mayra **Michalski**, both individually, and as beneficiaries of the Estate of Frances Michalski, the public as a whole and the state court judicial system.
88. Timeframe of the Scheme to Defraud:- The timeframe was from at least 2016. 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 and Plaintiffs' counsel in an effort to separate Plaintiffs' counsel from their Clients by intimidating Plaintiffs and Plaintiffs' counsel, thereby demonstrating both closed and open continuity.

VII. DEFINITIONS

A. Unlawful Activity

89. The **RICO** Defendants 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

90. The **RICO** Defendants 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 Defendants rather than the actions of an association-in-fact enterprise.

2. Extortion – S.C. Code § 16-17-640

91. As seen from the facts incorporated herein, multiple instances of the predicate act of extortion, as contemplated by South Carolina Code §16-17-640, can be seen throughout this case as Defendant **Collaborators** conducted themselves in a manner intended to force Plaintiffs to act and refrain from acting according to their own free will. Examples of such form the very foundation of the scheme to deceive and defraud as Plaintiffs were intimidated and coerced into turning over their property, remaining homebound, enduring abusive home care, submitting to multiple unwanted and unwarranted medical exams, as well as having

restrictions placed up their very existence, all of which was designed to and did control their every breathing moment.

92. On May 17, 2024, Plaintiff's counsel sent a notice letter to the Defendants 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 Defendants threatened Plaintiff's counsel while a few actually sued Plaintiff's counsel for vigorously advocating the rights of their clients. By information and belief, all Defendants conferred and conspired in this regard, but, if not, are jointly and severally liable for having committed extortion which is a RICO predicate act.

3. Witness Tampering - 18 U.S.C. § 1512

93. The pattern of racketeering conduct was also characterized by multiple predicate acts of Witness Tampering.
94. The Plaintiffs and their counsel, having referred to the implementation of Federal Civil RICO laws and having filed these actions in order to permit the presentation of evidence in Federal proceedings, are protected from the acts of the Defendant **Collaborators** by 18 U.S.C. § 1512. The conduct of these attorney Defendant **Collaborators** is unprecedented in the history of Civil RICO and involves knowingly tampering with these Plaintiffs through intimidation in violation of 18 U.S.C. § 1512.

4. Obstruction of Justice - 18 U.S.C. § 1512

95. The lawsuits of the Defendant **Collaborators** and their counsel are objectively baseless and filed for no other reason than retribution, intimidation and coercion for no other legitimate purpose than obstruction of justice in violation of 18 U.S.C. § 1512.

B. Pattern

96. These “racketeering activities” constitute a pattern of racketeering activity within 18 U.S.C. § 1961(5). The RICO Defendants’ conduct reflects “relationship” and “continuity.”
97. The pattern also included collaborating to suborn testimony concerning the manner in which Luis and Marya Michalski were cared for and their related mental status, collaborating to conceal exculpatory evidence, collaborating to create false mental health claims, making false statements and baseless arguments to judicial authorities. 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**.
98. The “racketeering activities” are related because they had a similar *purpose or goal*, to hide the true status of the Plaintiffs’ mental capacity so as to deprive them of their assets and financial status and to nullify their ability to seek redress for the wrongful death of their mother. 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).
99. 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 some Defendant **Collaborators** functioned and operated outside the State of South Carolina and profits and communications were involved across state lines by use of the wires and mail. Additionally, the operations and conduct involved law firms, healthcare providers and hospitals which

commonly communicate and trade in interstate commerce, as well as at least one healthcare provider incorporated in a state outside South Carolina and in the business of providing healthcare across multiple jurisdictions.

FIRST CLAIM FOR RELIEF

(Violation of 18 U.S.C. § 1962(c)

Against All Defendants)

100. Plaintiffs incorporate and reallege all of the allegations contained in the proceeding paragraphs.

101. 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....

102. 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).

103. Each of the **RICO** Defendants 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.”

104. 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.

105. Each of the **RICO** Defendants 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), multiple violations of S.C. Code § 16-17-640 (extortion) and 18 U.S.C. § 1512 (witness tampering and obstruction of justice).

106. 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 RICO Defendants. 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 Defendants)

107. Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

108. 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.

109. 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 RICO Defendants.

110. Each of the Defendant **Collaborators** 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.”

111. 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 **RICO** Defendants were employed by or associated with the management and operation of the affairs of the **Sham Probate Enterprise**.

112. The Defendants 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), S.C. Code § 16-17-640 (extortion), and 18 U.S.C. § 1512 (witness tampering and obstruction of justice).
113. The Defendants 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 Defendants 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 Defendants)

114. Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

115. 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.

116. 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.

117. 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 RICO Defendants.
118. Each of the **RICO** Defendants 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.”
119. 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.
120. The **RICO** Defendants conspired among themselves within 18 U.S.C. § 1962(d) to violate § 1962(a), to wit, the **RICO** Defendants 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 **RICO** Defendants 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).
121. The **RICO** Defendants’ conspiracy was and is that income, or the proceeds of income, from “racketeering activity” within 18 U.S.C. § 1961(1) received by the **RICO** Defendants would be invested in or used in the establishment and operation of the **Sham Probate Enterprise**.
122. The **RICO** Defendants 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 **RICO** Defendants 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)

123. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

124. In 2009, Francis Michalski executed her Last Will and Testament to provide for her children, Plaintiffs Mayra and Luis Michalski in the event she predeceased them. They were designated as her only beneficiaries under the terms of her Will.

125. Francis Michalski died tragically as a result of the malpractice of Defendant **Collaborators Bon Secours and St. Francis.**

126. Thereafter, the Defendant **Collaborators** Bon Secours, Rabon, and **Browning**, 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 filing of a wrongful death action and Estate assets rightfully those of Plaintiff Mayra **Michalski** and Plaintiff Luis **Michalski** and disenfranchise them from their lawful interest in such wrongful death proceeds and estate assets.

127. The manner and method of such tortious interference with the right of Plaintiffs Mayra and Luis **Michalski** to inherit their lawful share of such Estate assets and wrongful death proceeds are more fully described in detail in facts and circumstances previously alleged and stated in the body of this document.

128. In order to effectuate the scheme to interfere with their lawful rights to inherit, Defendants subjected Plaintiffs **Mayra** and **Luis Michalski** to extreme mental and emotional distress.

129. That the actions described herein subjected Plaintiffs **Mayra** and **Luis Michalski** to extreme mental and emotional distress as they struggled both with the wrongs that had been perpetrated against them as well as their attempts to remedy them.

130. As a direct and proximate result of the Defendant **Collaborators'** wrongful acts, tortious interference with their right to inherit, the Plaintiffs Mayra and Luis Michalski have suffered economic damages including, but not limited to, loss of the economic benefits specified in the Will, loss of the economic benefits of the wrongful death proceeds, attorneys' fees and such other relief as the Court deems just and equitable.

131. 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)

132. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

133. 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.

134. 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.

135. 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.

136. As a direct and proximate result of Defendants' 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 As to All Defendants)

137. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

138. The Defendants conspired to commit and did commit fraud through the use of falsified records, suborned perjury, submitting Plaintiff Luis and Mayra Michalski to unnecessary and harmful healthcare procedures, as well as fraudulently misrepresenting other facts and circumstances.

139. As a direct and proximate result of Defendants' fraudulent conduct, Plaintiffs incurred significant economic damages, including attorneys' fees and costs.

SEVENTH CLAIM FOR RELIEF

(Negligent Misrepresentation)

140. The Plaintiffs incorporate and reallege all of the allegations contained in the preceding paragraphs.

141. The Defendants made false representations concerning the nature and extent of Plaintiff Luis and Mayra Michalski's personal health status and the representations were relied upon to his detriment.

142. The Defendants made false representations about the status of their mother's medical malpractice claim and the nature of her estate and created false documents, all of which were relied upon by others to their detriment.

143. The Defendants had a pecuniary interest in making such representations and owed a duty of care to see that they communicated truthful information. The Defendants breached their duty in all respects by failing to exercise due care. The Plaintiff Luis and Mayra Michalski did not know at the time.
144. As a direct and proximate result of Defendants' wrongful acts, Plaintiff Luis and Mayra Michalski were caused to undergo substantial and harmful healthcare resulting in significant mental and emotional distress.

EIGHTH CLAIM FOR RELIEF

(Intentional Infliction of Emotional Distress/Outrage)

145. The Plaintiffs incorporate and reallege all of the allegations contained in the proceeding paragraphs.
146. The Defendant **Collaborators** intentionally, willfully, and wantonly subjected Plaintiffs Mayra and Luis **Michalski** to extreme mental and emotional distress so outrageous as to shock the conscious of a reasonable person.
147. That the actions described herein subjected Plaintiffs to extreme mental and emotional distress including subjecting them to fraudulently obtained *ex parte* guardianships when they were not incapacitated, taking away their freedom to come and go as they like, subjecting them to abuse at the hands of twenty-four hour a day caregivers, subjecting them to unwanted medical examinations, taking away their rights to participate in the prosecution of the wrongful death action against Defendant **Collaborators** Bon Secours and St. Francis who were directly responsible for their mother's death, inhibiting their ability to mourn their mother, selling their home out from under them, and committing Plaintiff Luis Michalski to a state facility almost four hours from his home despite him being found to have never been incapacitated resulting in a six year estrangement from Plaintiff Mayra Michalski.

148. The actions described herein by Defendant **Collaborators** against Plaintiffs are so outrageous as to shock the conscious and were known or should have been known to likely cause extreme and damaging mental and emotional distress to the Plaintiffs.

149. 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 costs incurred herein.

VIII. DEMAND FOR JURY TRIAL

150. 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 Defendants 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 Defendants from continuing to engage in the illegal practices described herein;
- 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 Defendants 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.

HULSEY LAW GROUP**/s/Paul H. Hulsey**

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Cherie K. Durand (ID# 10232)
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TRULUCK THOMASON, LLC**/s/ Kimberly Thomason**

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devon@truluckthomason.com

BALLARD & WATSON**/s/Desa Ballard**

Desa Ballard (ID# 1179)
Harvey M. Watson III (ID# 9721)
Haley Hubbard (ID# 13863)
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West Columbia, SC 29169
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harvey@desaballard.com
haley@desaballard.com

September 4, 2024

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	)	Case No.: 2022-CP-23-04055
December 5, 2005, Stanford Grist	)	
Veterinary Services LLC, Chestnut Ridge	)	
Farm LLC, and Hilly Street LLC,	)	
	)	
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 Parsons

PLACE OF DEPOSITION: Truluck Thomason, LLC
3 Boyce Ave.
Greenville, SC 29601

DATE AND TIME: November 14, 2024 at 1:00 PM

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

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	)	Case No.: 2022-CP-23-04055
December 5, 2005, Stanford Grist	)	
Veterinary Services LLC, Chestnut Ridge	)	
Farm LLC, and Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	CERTIFICATE OF SERVICE
	)	
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:

I, Brandi Larobardiere, certify on this date, **October 15, 2024** I served *Notice of Deposition* of *Caroline Lyon, Leyland Lyon, Jr, Priscilla Grist, and Tracy Parsons*, on counsel for the Defendants by U. S. Mail and email to the below addresses:

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Halligan Mahoney Williams Smith Fawley &
Reagle, P.A.
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tbarlow@hmwlegal.com

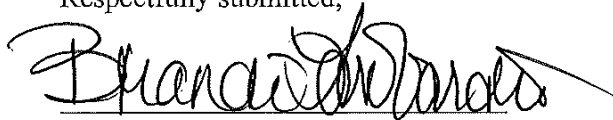
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Curtis Dowling
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H. Hall Provence, IV
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P. O Box 10766
Greenville, South Carolina 29603
hprovence@alrlaw.net

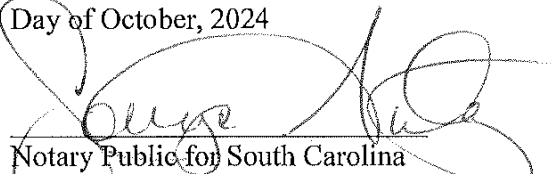
Robert M. Peele, III
Collins & Lacy, P.A.
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rpeele@collinsandlacy.com

Respectfully submitted,



Brandi Larobardiere
Paralegal

SWORN TO before this 15th
Day of October, 2024



Notary Public for South Carolina

My Commission expires: 2/10/3033

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Roland O'Neil Rabon, Jr.,

Plaintiff,

v.

Paul Hulsey, Cherie Durand, Kimberly Thomason, Devon Puriefoy, & Desa Ballard, Mayra Michalski, Margaret Ann Miniard, and John & Jane Does ##1-14,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

C.A. No. 2024-CP- 23-03236

FIRST AMENDED COMPLAINT
(JURY TRIAL DEMANDED)

Complaining of the Defendants, Plaintiff, Roland O'Neil Rabon, Jr. ("Rabon"), would show unto the Court as follows:

INTRODUCTION

1. Baseless and libelous accusations--impugning the character of a veteran lawyer with a sterling reputation--best describes why Mr. Rabon felt compelled to file this lawsuit to safeguard his reputation against Defendants' tortious conduct.

2. In pursuit of money which they are not owed, Defendants jointly authored, signed, transmitted, or otherwise authorized no less than three (3) pieces of correspondence to over thirty (30) individuals and companies ("Defamatory Letters") falsely accusing Rabon, along with a slew of other upstanding individuals and companies from Upstate South Carolina, of somehow being probate "racketeers" engaging in serial felonious acts.

3. Such accusations are outrageous. Such accusations are thoughtless. Such accusations are hurtful and inflict enormous reputational harm. And, wholly financially motivated, such accusations are also entirely false.

4. Simply no factual basis supports Defendants' unhinged accusations against Rabon and the other recipients of the Defamatory Letters.

5. Defendants nonetheless exhibited no reservations whatsoever in their scattershot efforts to publish such wildly false accusations in the Defamatory Letters (while citing zero factual support), throughout the community where Rabon lives, where he raised his family and where they continue to reside, where he goes to church, and where he has earned a living practicing law for nearly four (4) decades.

6. To make matters worse, Defendants acted in concert to transmit the Defamatory Letters in such a fashion to recipients, including Rabon himself, who could never even be colorably found responsible for the acts or omissions they trumped-up.

7. Stated differently, Defendants jointly, intentionally, and maliciously authored the Defamatory Letters accusing Rabon and the other recipients of baseless accusations all while knowing that some or all of the recipients, including Rabon himself, were in no way blameworthy for what they were accusing them and could not be liable to them.

8. As a result of their misconduct in this regard, Defendants knowingly over-published the Defamatory Letters to recipients who they knew could never be viable Defendants in the lawsuits they threatened and against whom they could never assert causes of action in good faith.

9. Defendants conspired to injure Rabon, along with various other recipients of the Defamatory Letters, to harm their reputations, all for purposes of monetary self-enrichment.

10. The Defamatory Letters served no purpose necessary to filing a lawsuit.

11. The Defamatory Letters did not relate to any issue in any subsequently filed lawsuit; such letters appear to be recycled form letters and contain no specific factual allegations against any of the recipients.

12. Further evidencing their intentional disregard, malice, and reckless indifference to Rabon's rights, Defendants then proceeded to commence frivolous lawsuits in federal court wherein they attempted to deflect attention from their below-board conduct by outrageously portraying Rabon's attempt to preserve his reputation—from their attempts at tarnishing the same—as “a reactionary but ill-informed stunt” and “offensively attempt[ing] to inhibit [the tortious Defamers]...by way of intimidation.”

13. Predictably, however, Defendants could not actually allege anything substantive against Rabon in their filings, as they have no evidentiary basis to support their toxic and sick accusations.

PARTIES

14. Rabon is a resident and citizen of Greenville County, South Carolina.

15. Defendant, Paul Hulsey (“Hulsey”), is a resident and citizen of Charleston County, South Carolina and also maintains a residence in Arizona.

16. Defendant, Cherie Durand (“Durand”), is a resident and citizen of Charleston County, South Carolina and also maintains a residence in Arizona.

17. Defendant, Kimberly Thomason (“Thomason”), is a resident and citizen of Greenville County, South Carolina.

18. Defendant, Devon Puriefoy (“Puriefoy”), is a resident and citizen of Greenville County, South Carolina.

19. Defendant, Desa Ballard (“Ballard”), is a resident and citizen of Richland County, South Carolina.

20. Defendant, Myra Michawski (“Michawski”), is a resident and citizen of Greenville County, South Carolina.

21. Defendant, Ann Miniard (“Miniard”), is a resident and citizen of Laurens County, South Carolina.

22. Defendants John & Jane Does ##1-14 are other individuals referenced in the Defamatory Letters who Hulsey, Durand, Thomason, Puriefoy, and Ballard claim to represent and on whose behalf the Defamatory Letters were likewise sent.

23. Upon information and belief, Defendants John & Jane Does ##1-14 authorized Hulsey, Durand, Thomason, Puriefoy, and Ballard to publish the Defamatory Letters in furtherance of their purported interests.

24. To the extent such clients actually exist, which is presently unknown but will be learned in discovery, Rabon will amend the instant Complaint to join them upon learning their identities.

VENUE & JURISDICTION

25. 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.

26. Venue properly exists in this Court pursuant to S.C. Code § 15-7-30 because multiple defendants reside in Greenville County, South Carolina.

27. The events giving rise to the dispute between the Parties substantially occurred in Greenville County, South Carolina.

28. The reputational harms and financial damages incurred by Rabon, as described herein, were predominantly sustained by him in Greenville County, South Carolina.

FACTUAL BACKGROUND

29. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

30. Plaintiff R. O’Neil Rabon, Jr. is a licensed attorney in the State of South Carolina.

31. He has practiced law in Greenville County, South Carolina for nearly forty (40) years.

32. Throughout his forty (40) year career, Rabon has enjoyed a sterling reputation as a skilled and ethical lawyer.

33. During his professional career, Rabon has built a successful law practice and is a member of the law firm of Ashmore Leaphart Rabon & Provence, LLC.

34. Like most attorneys, Rabon's practice substantially relies upon the referral of new legal work from members of his community and other lawyers located in Upstate South Carolina and throughout the State.

35. In a significant way, then, Rabon's livelihood depends upon his strong reputation as a skilled practitioner with high integrity and professional ethics.

36. As a result, Rabon was understandably shocked when, on May 21, 2024, he received the aforementioned Defamatory Letters (dated May 17, 2024) co-authored, signed, authorized, and published by Hulsey, Ballard, Puriefoy, Thomason, and Durand to over thirty (30) individuals and entities throughout Upstate South Carolina, including clients and colleagues of Rabon.

37. According to the Defamatory Letters, Hulsey, Ballard, Puriefoy, Thomason, and Durand published the false correspondence on behalf of their clients and principals Mayra Michalski, Margaret Ann Miniard and John and Jane Does ##1-14.

38. Upon information and belief, Hulsey, Ballard, Puriefoy, Thomason, and Durand published the Defamatory Letters at the direction and with the authorization of and in furtherance of the purported interests of their principals, Mayra Michalski, Margaret Ann Miniard, and John and Jane Does ##1-14, who will be named later.

39. The publications of the Defamatory Letters were intentional on the part of Defendants.

40. The publications of the Defamatory Letters were also intended to hurt Rabon and the other recipients named therein.

41. The Defamatory Letters falsely accuse Rabon of engaging in a “Sham Probate Enterprise” consisting of a “pattern of racketeering activity.”

42. The Defamatory Letters falsely accuse Rabon of engaging in “multiple, repeated, and continuous” acts of mail fraud, wire fraud, and extortion.

43. Defendants’ outrageous and false accusations undermine the administration of justice and stain the integrity of the legal process for all South Carolina citizens.

44. At the time of publication on or about May 21, 2024, Defendants knew and understood the reputational harm that would result from the accusations set forth in their Defamatory Letters and nonetheless proceeded with their publications.

45. Indeed, the Defamatory Letters noted: “We are aware of the serious nature of the charges and the impact” our false accusations “may have upon [your] business operations.”

46. In addition to the jointly authoring, signing, transmitting or otherwise authorizing the Defamatory Letters, Rabon is informed and believes Defendants also communicated the contents of such correspondence to other third parties orally.

47. Not once did any of the Defendants ever phone Rabon to ask questions or express concerns about any probate matter they now nonsensically claim constitutes a “Shame Probate Enterprise”; this would seemingly be an obvious and easy step to have undertaken before accusing a licensed attorney of being a racketeer.

48. Such false and baseless accusations are offensive, malicious, hurtful, and intentional or—at a minimum—reckless and conducted with a wanton indifference to Rabon’s rights and reputation.

49. Upon information and belief, separate and apart from the known recipients, the Defamatory Letters or the content thereof have been republished to others presently unknown, possibly including media outlets.

50. Separate and apart from the Defamatory Letters, Rabon is similarly informed and believes Defendants have orally accused him—along with others--of other criminal acts.

51. Separate and apart from the Defamatory Letters, Rabon is similarly informed and believes Defendants have orally and falsely accused him—along with others—of other conduct which would violate the South Carolina Rules of Professional Conduct applicable to attorneys.

52. No privilege protects Defendants from either the Defamatory Letters or the oral defamatory remarks they have made about Rabon.

53. Alternatively, even if a privilege somehow protected them (which one does not), Defendants have: abused any such privilege, exceeded the applicable scope of such privilege as to whom such defamatory remarks were published, and otherwise exceeded such privilege's scope in content such that any privilege that may have once existed has now been forever extinguished.

FOR A FIRST CAUSE OF ACTION
(Defamation *Per Se*)

54. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

COUNT I
(Libel & Libel *Per Se*)

55. Defendants' conduct is unacceptable, offensive, and warrants significant correction by a jury empaneled by this Court.

56. Defendants Hulsey, Durand, Thomason, Puriefoy, and Ballard transmitted the Defamatory Letters to over thirty (30) individuals and entities on or about May 17, 2024.

57. Upon information and belief, as the principals of Hulsey, Durand, Thomason, Pureifoy, and Ballard, Defendants Mayra Michalski, Margaret Ann Miniard and John and Jane Does ##1-14 directly authorized the transmission of the Defamatory Letters (dated May 17, 2024) to over thirty (30) individuals and entities on or about May 21, 2024; Mayra Michalski, Margaret Ann Miniard and John and Jane Does ##1-14 are directly liable as a result.

58. Upon information and belief, Hulsey, Durand, Thomason, Pureifoy, and Ballard published the Defamatory Letters on behalf of and in furtherance of the interests of Defendants Mayra Michalski, Margaret Ann Miniard, and John and Jane Does ##1-14 and with their consent.

59. Upon information and belief, liability for the tortious conduct committed by Husley, Durand, Thomason, Pureifoy, and Ballard—all of whom were acting on behalf of and pursuant to the authorization of their principals—is also legally imputed to Mayra Michalski, Margaret Ann Miniard and John and Jane Does ##1-14 by operation of law.

60. Among an array of other individuals and entities, the Defamatory Letters specifically relate to and concern Rabon.

61. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of participating in a RICO Enterprise.

62. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of directly or indirectly conducting a “Sham Probate Enterprise.”

63. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of participating in a “pattern of racketeering activity” in contravention of the Racketeer Influenced and Corrupt Organizations Act.

64. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of participating in the crime of wire fraud in violation of 18 U.S.C. §1343.

65. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of participating in the crime of mail fraud in violation of 18 U.S.C. §1341.

66. Absent any factual basis, the Defamatory Letters falsely accuse Rabon (and others) of the crime of extortion S.C. Code § 16-17-640.

67. Absent any factual basis, the Defamatory Letters likewise falsely accuse Rabon (and others) of other acts of misconduct stated therein.

68. None of the accusations are true and no basis supports them.

69. None of the false accusations in the Defamatory Letters are protected by privilege.

70. No legitimate basis existed to transmit the Defamatory Letters.

71. The Defamatory Letters were in no way needed to commence a lawsuit against any of the recipients of such correspondence.

72. The Defamatory Letters failed:

- a. To accomplish any task needed to commence a lawsuit;
- b. To identify who the authors of such correspondence represented (*i.e.*, who was allegedly adverse to Rabon);
- c. To state any factual bases to support the rampant and false criminal accusations set forth in such correspondence and leveled against Rabon;
- d. To make any settlement demand;
- e. To include a draft pleading against which an insurer could evaluate coverage;
- f. To include sufficient facts for an insurer to make any coverage conclusions;
- g. To limit the recipients of such correspondence to those needed to receive it, if any;
- h. To limit the accusations made to achieve whatever unknown objective was being pursued by transmitting the correspondence, if any;

- i. To limit who was identified as recipients of such correspondence as opposed to a scattershot transmittal.

73. No privilege exists to protect Defendants' transmittal of the Defamatory Letters.

74. In the alternative, however, even if Defendants could identify a privilege that would protect their Defamatory Letters, any such privilege was abused and destroyed by Defendants inasmuch as:

- a. Defendants made accusations against some or all of the recipients of the Defamatory Letters, including Rabon, when they knew no good faith basis existed to support such accusations;
- b. Defendants over-published the Defamatory letters by transmitting them to over thirty recipients, including Rabon's colleagues, Rabon's clients, and also to individuals who Rabon did not even know;
- c. Defendants over-published the contents of the Defamatory Letters by including information unnecessary to whatever limited purpose, if any, such correspondence could hope to achieve.

75. Defendants knew the accusations in the Defamatory Letters were false or, at a minimum, had to know they were unsure of their truth; yet, they still intentionally, maliciously, and recklessly published the Defamatory Letters to over thirty (30) individuals and entities.

76. Upon information and belief, the Defamatory Letters were likely published or republished to even more individuals and entities, possibly including media outlets, unknown to Rabon but as will be learned through discovery.

77. Because the Defamatory Letters falsely accuse Rabon of committing criminal acts, damages to Rabon's reputation are presumed as a matter of law.

78. Even absent such presumption, however, Rabon otherwise sustained substantial reputational harms as a consequence of Defendants' publication of the Defamatory Letters in the form of: lost good will, lost business opportunities, consequential damages, harm to existing client relationships, and diminished standing among the Bar with which he practices and the judiciary before which he appears.

79. Rabon is entitled to recover legal 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.

80. Rabon is likewise entitled to recover punitive damages due to Defendants' malicious, intentional, and recklessly indifferent defamatory acts.

COUNT II
(Slander & Slander *Per Se*)

81. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

82. Rabon is informed and believes Defendants likewise defamed him through oral communications (collectively as, "Oral Defamatory Remarks").

83. Rabon is informed and believes Defendants orally discussed the contents of their Defamatory Letters before and after their transmittal.

84. Separate and apart from the Defamatory Letters, Rabon is similarly informed and believes Defendants orally and falsely accused him of committing other criminal acts to third parties.

85. Separate and apart from the Defamatory Letters, Rabon is further informed and believes Defendants orally and falsely accused him of violating the Code of Professional Conduct applicable to South Carolina lawyers.

86. No privilege protected Defendants' Oral Defamatory Remarks about Rabon.

87. Even if a privilege protected Defendants' Oral Defamatory Remarks, however, Defendants destroyed any such privilege by over-publishing such content and over-publishing such remarks to individuals who had no need to know the same and could never, in good faith, be viable Defendants in any proceedings.

88. Because Defendants' Oral Defamatory Remarks falsely accuse Rabon of committing criminal acts, damages to Rabon's reputation are presumed as a matter of law.

89. Even absent such presumption, however, Rabon otherwise sustained substantial reputational harms as a consequence of Defendants' publication of the Oral Defamatory Remarks in the form of: lost good will, lost business opportunities, consequential damages, harm to existing client relationships, and diminished standing among the Bar with which he practices and the judiciary before which he appears.

90. Rabon is entitled to recover legal damages for the harms inflicted to his reputation by Defendants and such other losses as he has sustained in an amount to be determined by a jury in Greenville County, South Carolina.

91. Rabon is likewise entitled to recover punitive damages due to Defendants' malicious, intentional, and recklessly indifferent defamatory acts.

FOR A SECOND CAUSE OF ACTION
(Intentional Interference with Prospective Contractual Relations)

92. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

93. Defendants intentionally interfered with Rabon's potential contractual relations.

94. Due to Defendants' transmittal of the Defamatory Letters, along with their Oral Defamatory Remarks, Rabon has lost significant business.

95. To date, Rabon can identify no less than four (4) prospective clients that Defendants' Defamatory Letters and Oral Defamatory Remarks have caused him to lose.

96. As set forth above, Defendants' actions were prompted by an improper purpose, namely, to pursue payment of monies not owed to them.

97. As set forth above, Defendants' actions were pursued by improper methods, namely, the transmittal of the Defamatory Letters, along with Oral Defamatory Remarks, coupled with the subsequent filing of improper and baseless lawsuits.

98. Defendants' actions have caused Rabon to sustain significant financial losses in the form of lost net revenue from lost prospective clients, along with consequential damages.

99. But for Defendants' wrongful conduct, Rabon would not have sustained such financial injuries.

100. Defendants' conduct was intentional, malicious, and completed with a reckless disregard of Plaintiff's rights.

101. Rabon is entitled to recover all actual and consequential damages, along with punitive damages in an amount to be determined by a jury.

FOR A THIRD CAUSE OF ACTION
(Civil Conspiracy)

102. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

103. Defendants combined together for the purpose of injuring Rabon.

104. Defendants jointly authored, signed, and transmitted the Defamatory Letters wherein they falsely accused Rabon of being a Racketeer, being a participant in a RICO Enterprise, and committing serial felonious acts as further outlined above.

105. Defendants joined together to publish Oral Defamatory Remarks about Rabon, which were false, and communicated the contents of the Defamatory Letters to third parties, along

with defamatory remarks falsely accusing Rabon of committing other crimes and violations of the South Carolina Rules of Professional Conduct.

106. Each joined the conspiracy to harm Rabon and the other recipients in pursuit of collective and individual financial gain.

107. Each Defendant is jointly and severally liable for all tortious acts undertaken by Defendants since the beginning of their conspiracy to hurt Rabon.

108. No privilege protected any of the wrongful acts undertaken by Defendants.

109. To the extent a privilege could otherwise exist, which it cannot, any such privilege was destroyed by Defendants' conduct as outlined above.

110. Defendant's actions caused Rabon to sustain special damages in the form of reputational harms, financial losses, consequential damages, and attorney's fees protecting his reputation and defending frivolous lawsuits initiated by Defendants in furtherance of their conspiracy.

111. Rabon is entitled to recover punitive damages against Defendants because their actions were malicious, intentional, and recklessly indifferent to Plaintiff's rights.

FOR A FOURTH CAUSE OF ACTION
(South Carolina Unfair Trade Practices Act)

112. The prior allegations, to the extent not inconsistent, are incorporated herein by reference.

113. Defendants' actions were unfair inasmuch as they undermine and stain South Carolina's judicial system thereby violating public policy in this State.

114. Defendants' actions were deceptive inasmuch as they had the tendency to deceive.

115. Defendants' Defamatory Letters were false.

116. Defendants' Oral Defamatory Remarks were false.

117. Defendants repeated their conduct inasmuch as they transmitted three separate Defamatory Letters and repeated the content of the same orally to third parties.

118. Defendants repeated their conduct by making other Oral Defamatory Remarks about Rabon to third parties.

119. Defendants repeated their conduct by abusing judicial proceedings both before and after transmitting the Defamatory Letters.

120. Rabon has incurred an ascertainable loss of money as a direct consequence of Defendants' unfair and deceptive acts.

121. Defendants' actions violated the South Carolina Unfair Trade Practices Act ("SCUTPA") and were intentional, willful, knowing, and made with a reckless disregard to Rabon's rights.

122. Rabon is, therefore, entitled to recoup his actual damages, an award of treble damages, and attorney's fees against Defendants.

WHEREFORE, Rabon 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. An award of treble damages;
- D. An award of attorney's fees;
- E. Such other relief as this Court deems just and proper.

[SIGNATURE PAGE FOLLOWS]

MAYNARD NEXSEN PC

By: /s/ Lane W. Davis

Lane W. Davis (SC Bar No. 68796)
104 S. Main Street, Suite 900 (29601)
Greenville, SC 29603-0648
Phone: 864.370.2211
LDavis@maynardnexsen.com

September 24, 2024

Attorneys for R. O'Neil Rabon, Esq.

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	COMPLAINT
	)	(JURY TRIAL DEMANDED)
Paul Hulsey, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

NOW COME the plaintiffs, Jennifer L. Browning and Browning Geriatric Consulting, LLC, by and through their undersigned attorney, complain of defendants Paul Hulsey, Cherie Durand, Kimberly Thomason, Devon Puriefoy, Desa Ballard, Mayra Michalski, Luis Michalski, Margaret Miniard, Stacey Grist, and John and Jane Does 1-14 (collectively “the defendants”), and allege as follows:

INTRODUCTION

1. The defendants have been intentionally and willfully targeting the plaintiffs, authorizing and publishing Defamatory Letters, abusing process, inflicting emotional distress, interfering with their business and prospective business, and causing the plaintiffs significant injuries and damages.

2. Defendants Kimberly Thomason and Devon Puriefoy have initiated three (3) lawsuits against the plaintiffs, have demanded an erroneous accounting in two (2) cases, and now

they, along with the other defendants, have threatened the plaintiffs with three (3) additional lawsuits.

3. The defendants jointly prepared, signed, transmitted, published, and/or otherwise authorized written correspondence to at least thirty-six (36) individuals and entities, (“Defamatory Letters”) falsely accusing the plaintiffs, along with practicing South Carolina attorneys and other individuals and companies, of being engaged in various acts which are violations of Racketeer Influenced and Corrupt Organizations Act (“RICO”) and engaging in serial felonious acts. They also falsely assert that the plaintiffs have 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.

PARTIES

4. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim.

5. Plaintiff Jennifer L. Browning (“Ms. Browning”) is a natural person residing in Greenville County, South Carolina.

6. Plaintiff Browning Geriatric Consulting, LLC (“Browning Geriatric Consulting”) is a domestic limited liability company with its principal place of business in Greenville County, South Carolina.

7. Defendant Paul Hulsey (“Hulsey”) is a resident and citizen of Charleston County, South Carolina.

8. Defendant Cherie Durand (“Durand”) is a resident and citizen of Charleston County, South Carolina.

9. Defendant Kimberly Thomason (“Thomason”) is a resident and citizen of Greenville County, South Carolina.

10. Defendant Devon Puriefoy (“Puriefoy”) is a resident and citizen of Greenville County, South Carolina.

11. 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.

12. Husley, Durand, Thomason, Puriefoy, and Ballard are collectively referred to as “the defendant-attorneys.”

13. Defendant Mayra Michalski is a resident and citizen of Greenville County, South Carolina.

14. Defendant Luis Michalski is a resident and citizen of Horry County, South Carolina.

15. Defendant Margaret Miniard (“Miniard”) is a resident and citizen of Laurens County, South Carolina.

16. Defendant Stacey Grist (“Grist”) is a citizen and resident of Greenville County, South Carolina.

17. Defendants John and Jane Does 1-14 are other individuals or entities, referenced in the Defamatory Letters, who Hulse, Durand, Thomason, Puriefoy, and Ballard claim to represent, and on whose behalf the Defamatory Letters were 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.

JURISDICTION AND VENUE

18. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim.

19. This Court has jurisdiction to hear this action pursuant to S.C. Code Ann. § 14-1-80 and Article V, § 11 of the South Carolina Constitution.

20. Venue is proper in this Court pursuant to S.C. Code Ann. § 15-7-30 because, at the time the action arose, multiple defendants resided in Greenville County, South Carolina. The most substantial part of the acts and omissions giving rise to the dispute between the parties occurred in Greenville County, South Carolina. The harm and damages incurred by the plaintiffs were predominantly sustained by them in Greenville County, South Carolina.

FACTUAL BACKGROUND

21. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim.

22. For over 25 years, Ms. Browning has been licensed by the State of South Carolina as an Independent Social Worker – Clinical Practice.

23. Ms. Browning owns and operates Browning Geriatric Consulting, located in Greenville, South Carolina. Browning Geriatric Consulting is a full-service consulting firm dedicated to designing customized solutions and producing positive results for senior citizens residing in the Upstate and their families. These services include guardians and guardians ad litem in probate cases, home care management, assessments, Medicaid consulting, professional consulting services, and mental health services.

24. Currently, there are only three individuals who serve as professional guardians for probate courts in the Upstate. Ms. Browning is one of those three.

25. Of those three individuals, only two individuals have clinical backgrounds. One of those two individuals is Ms. Browning.

26. Probate judges in the Upstate of South Carolina typically appoint Ms. Browning, or the other individual with a clinical background, in complicated cases.

27. The plaintiffs have earned the reputation of being skilled and ethical, which is a critical component to their practice and livelihood.

28. The defendants have relentlessly targeted the plaintiffs. They have wrongfully used the legal process and threats of the legal process for their own benefit. This conduct has been continuing and ongoing.

29. The defendants have continuously abused process for ulterior purposes, including their own pecuniary gain.

30. For example, in 2019, Thomason and Puriefoy filed a complaint against the plaintiffs, Greenville County Court of Common Pleas, Case No. 2019-CP-23-05912.

31. This complaint was filled with outlandish claims and falsehoods, and the Court clearly lacked subject matter jurisdiction.

32. The plaintiffs, through counsel, defended themselves against this wrongfully brought action. This took significant time and resources of the plaintiffs.

33. The plaintiffs, through counsel, brought a motion to dismiss for lack of subject matter jurisdiction.

34. In 2020, Thomason and Puriefoy agreed that the Common Pleas Court lacked subject matter jurisdiction and consented to dismissal of the case.

35. Unbeknownst to the plaintiffs at the time, this was only the beginning of the defendants' misuse of the legal system for their own ulterior purposes.

36. In 2021, defendant Miniard brought an action in Probate Court against Browning Geriatric Consulting concerning her mother, Geraldine Schnabel. (Laurens County Probate Case No. 2021-GC-30-0001). Attorney Clayton Jennings represented Browning Geriatric Consulting in this case. Within two months of the initial filing of the action, Browning Geriatric Consulting was dismissed with prejudice.

37. The case has morphed into numerous claims in Greenville and Laurens Courts of Common Pleas. *See* 2023-CP-30-00227 (Common Pleas); 2023-CP-23-00451 (Common Pleas); 2022-CP-30-00996 (Common Pleas, transferred to Greenville County under Case No. 2023-CP-23-000451); 2021-GC-30-0001 (erroneously 2021-ES-30-0001) (Probate); 2021-GC-30-00015 (Probate); 2021-GC-30-00016 (Probate).

38. As the Court found, “[i]n all of these cases, Ms. Miniard is represented by the same counsel.” Order Granting Motion to Quash Out-of-County Subpoena or, In the Alternative, For a Protective Order, Case No. 2023-CP-23-04155, p. 4. That counsel is Puriefoy and Thomason, with, upon information and belief, the help of the other defendant-attorneys.

39. The parties and attorneys in these lawsuits include many of the same persons and entities that are listed in the Defamatory Letters. The defendants are using these lawsuits, and process issued therefrom, for ulterior purposes.

40. For example, as referenced above, the defendant-attorneys caused a procedurally defective subpoena to issue to Attorney Dan Collins, who was forced to bring an action for protection.

41. The defendant-attorneys stated their intentions to issue two separate deposition subpoenas to be issued to Attorney Collins, which the Court prohibited. *See* Order Granting

Motion to Quash Out-of-County Subpoena or, In the Alternative, For a Protective Order, Case No. 2023-CP-23-04155.

42. The issuance of the subpoena was not proper in the regular conduct of the proceedings.

43. The defendants used the proceedings to target and harass the plaintiffs directly and/or indirectly through attorneys and those with whom the plaintiffs have a business relationship.

44. For example, the defendants have falsely accused the plaintiffs of engaging in a RICO conspiracy with Attorney Collins, who was subject to the defective subpoena.

45. By way of further example, the defendants have falsely accused the plaintiffs of engaging in a RICO conspiracy with Attorney Jennings, who was the plaintiffs' attorney in the 2021 Miniard case.

46. Upon information and belief, the defendants issued the defective subpoena and are pursuing the Miniard cases for ulterior purposes, including, but not limited to, threatening and intimidating the plaintiffs, intentionally causing emotional distress, and attempting to gain evidence in their purported RICO action.

47. Again in 2022, the plaintiffs were subject to another lawsuit brought by Thomason and Puriefoy, with, upon information and belief, was with the knowledge, help, and authorization of the other defendants.

48. Thomason and Puriefoy, with, upon information and belief, the knowledge, help, and authorization of the other defendants, filed a complaint on behalf of their clients against Ms. Browning, Browning Geriatric Consulting, and others, Greenville County Court of Common

Pleas, Case No. 2022-CP-23-04055. The litigation pertains to Ms. Browning's provision of guardian ad litem services to Grist, who is also the subject of one of the Defamatory Letters.

49. On April 30, 2024, Thomason emailed the plaintiffs' attorney in the Grist case, Attorney Fred W. "Trey" Suggs III, regarding the completely unrelated matter of Mayra Michalski, who is also the subject of one of the Defamatory Letters.

50. The defendants have falsely accused the plaintiffs of engaging in a RICO conspiracy with Attorney Suggs.

51. Ms. Browning was the court appointment temporary guardian of adult siblings Mayra Michalski and Luis Michalski. Upon information and belief, Mayra Michalski and Luis Michalski did not initiate contact with the attorney-defendants for legal services.

52. Upon information and belief, the attorney-defendants have been reviewing the probate files in which the plaintiffs previously served or currently serves as guardian or guardian ad litem. They have been contacting those individuals for whom the plaintiffs served or is currently serving in an effort to create and solicit additional litigation against the plaintiffs.

53. On or about April 22, 2024, a paralegal at Thomason and Puriefoy's law firm authored, signed, and mailed a letter to the plaintiffs. In the letter, the paralegal demanded that the plaintiffs provide an accounting in two cases involving Mayra Michalski (2016-23-00125 and 2016-23-00147). Upon information and belief, the paralegal was acting at the direction and/or with the authorization of the defendants.

54. The defendants' demand for an accounting is completely improper. It was done to intimidate the plaintiffs, harass them, inflict them with harm, abuse process, and attempt to gain purported evidence to support a RICO case.

55. The plaintiffs were again forced to retain legal counsel and expend time and effort to dispute the defendants' outlandish demand.

56. In Thomason's April 30, 2024 email to the plaintiffs' attorney Trey Suggs, Thomason contended that Ms. Browning has committed fraud and "possibly" violated federal statutes through her involvement with Mayra Michalski. Thomason threatened legal action, stating, "We are currently in the process of pursuing this action to the fullest extent allowed by law, including making the fraud known to the court and seeking to void the fraudulently induced settlement agreement and release" and "... we intend to take all action necessary to try to offset some of the damage suffered by Mayra and Luis at the hands of Ms. Browning and the co-conspirators, although nothing can undo the emotional damage caused by those who used the court as an artifice to accomplish an unlawful and unholy, if I might interject, goal to protect Bon Secours Hospital." Exhibit A, Thomason's April 30, 2024 email.

57. Thomason's April 30, 2024 email references the 2016 death of Mayra Michalski and Luis Michalski's mother during a medical procedure. In 2017, Attorney Joseph Plaxco filed a medical malpractice action against Bon Secours on behalf of their mother's estate. The case settled, and in 2020, the Court approved the settlement.

58. The defendants have falsely accused the plaintiffs of engaging in a RICO conspiracy with Attorney Plaxco.

59. May 1, 2024, Ms. Browning sat for a discovery deposition in the Grist case. During this deposition Thomason asked Ms. Browning about Michalski matter. Ms. Browning was instructed not to answer, as the Michalski matter was unrelated to the issues in the Grist case, and Thomason had threatened litigation the day before. Thomason's questions were presented in an effort to intimidate and harass Ms. Browning, intentionally cause her emotional

distress, use legal process and proceedings to gain alleged evidence in an attempt to support the defendants' forthcoming Defamatory Letters and the threatening of three new lawsuits as stated within the Defamatory Letters.

60. According to the Defamatory Letters, Hulsey, Durand, Thomason, Puriefoy, and Ballard published the Defamatory Letters on behalf of their clients, Mayra Michalski, Luis Michalski, Margaret Miniard, and Stacey Grist, as well as John and Jane Does 1-14.

61. Upon information and belief, Hulsey, Durand, Thomason, Puriefoy, and Ballard published the Defamatory Letters at the direction and with the authorization of and in furtherance of the purported interests of their clients, Mayra Michalski, Luis Michalski, Margaret Miniard, and Stacey Grist, as well as John and Jane Does 1-14.

62. The publication of the Defamatory Letters by the defendants was intentional.

63. The Defamatory Letters falsely accuse the plaintiffs of engaging in a "Sham Probate Enterprise" consisting of a "pattern of racketeering activity," among other things.

64. The Defamatory Letters falsely accuse the plaintiffs of engaging in "multiple, repeated, and continuous" acts of mail fraud, wire fraud, and extortion.

65. The Defamatory Letters state that in addition to RICO, the defendants' lawsuits against the plaintiffs "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 Letters also state that the defendants "will seek to have a full accounting and a constructive trust imposed on any and all property or assets Defendants have wrongfully obtained or disposed of."

66. The Defamatory Letters 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.”

67. The defendants’ outrageous and false accusations undermine the administration of justice and tarnish the integrity of the legal process for all South Carolina citizens.

68. The defendants’ false accusations were made, at minimum, with reckless indifference to the truth. They were made deliberately and maliciously, with specific intent to injure the reputation and livelihood of the plaintiffs and cause severe emotional distress.

69. The defendants knew and understood the reputational harm that would result from the accusations set forth in the Defamatory Letters and nonetheless proceeded with publication of the same.

70. For example, the Defamatory Letters state: “We are aware of the serious nature of the charges and the impact they may have upon business operations.”

71. Upon information and belief, one or more of the defendants published, or caused to be published, the Defamatory Letters 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 Letters and/or the defamatory contents thereof on the internet.

72. The accusations made against the plaintiffs are without any factual basis.

73. The defendants published, or caused to be published, these false accusations without providing any factual support for them.

74. Due to the defendants' relentless attacks as demonstrated throughout this Complaint, the plaintiffs have put themselves on hold to accept any further guardian ad litem or guardianship cases.

75. The plaintiffs have spent an exorbitant amount of time and effort in responding to the continuing and relentless attacks and false accusations made by the defendants.

76. The plaintiffs had the same professional liability insurer for 23 years. This liability insurer recently dropped them from coverage due to the continuing expenses created by the defendants' relentless acts.

77. The plaintiffs have lost standing in the community due to the defendants' relentless acts.

78. The acts of the defendants as set forth at length within this Complaint have directly and proximately caused the plaintiffs significant damages. These damages include, but are not limited to, general, actual, nominal, and special damages.

79. The defendants' conduct was willful, wanton, and/or in reckless disregard of the plaintiffs' rights, and the plaintiffs are entitled to punitive damages.

FIRST CAUSE OF ACTION
Defamation/Libel and Libel *Per Se*

80. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim to the extent not inconsistent herewith.

81. The defendants' conduct is unacceptable, offensive, and warrants significant correction by a jury empaneled by this Court.

82. The defendants transmitted the Defamatory Letters at least thirty-six (36) individuals and entities on or about May 17, 2024.

83. The Defamatory Letters falsely accuse the plaintiffs operating a “Sham Probate Enterprise” through a “pattern of racketeering activity.”

84. They falsely accuse the plaintiffs of participating in the crime of wire fraud in violation of 18 U.S.C. § 1343.

85. They falsely accuse the plaintiffs of participating in the crime of mail fraud in violation of 18 U.S.C. § 1343.

86. They falsely accuse the plaintiffs of the crime of extortion in violation of S.C. Code Ann. § 16-17-640.

87. They falsely accuse the plaintiffs of a “pattern of racketeering activating involved the many lies, deceit and deception” “in order to extort and defraud phenomenal amounts of money, real estate and other forms of valuable assets ...”

88. They falsely accuse the plaintiffs of a “scheme to defraud featuring ex parte orders or communications with the Court or pleadings related thereto” and “perjury.”

89. They falsely accuse the plaintiffs of engaging in disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

90. They falsely accuse the plaintiffs of participating in a “clear pattern of ongoing racketeering activity by an association-in-fact enterprise, involving various predicate acts executed” by the plaintiffs and others to deprive individuals of their “valuable property and rights” in contravention of RICO.

91. None of the false accusations in the Defamatory Letters are protected by privilege.

92. None of the false accusations in the Defamatory Letters are true, and no basis supports them.

93. The defendants authored, disseminated, and/or published the false accusations in the Defamatory Letters with actual, implied, and/or common law malice towards the plaintiffs.

94. The Defamatory Letters called the plaintiffs by name.

95. The defendants knew the accusations in the Defamatory Letters were false or, at minimum, were unsure of their truth. Yet, they still intentionally and maliciously published the Defamatory Letters to over thirty-six (36) individuals and entities.

96. The defamatory meaning of the statements in the Defamatory Letters is apparent from the language itself, and there can be no innocent construction of the statements and accusations set forth abuse. The statements impeach the honesty, integrity, virtue, and reputation of the plaintiffs.

97. The false, defamatory statements include those that are actionable per se. They include written or printed words which tend to degrade the plaintiffs, reduce their character or reputation in the estimations of their friends, acquaintances, or the public, and/or to disgrace them, and/or to render them odious, contemptible, and/or ridiculous.

98. Because the Defamatory letters falsely accuse the plaintiffs of committing criminal acts and crimes of moral turpitude, damages are presumed as a matter of law.

99. Even absent such presumption, however, the plaintiffs otherwise sustained substantial reputational harm as a consequence of defendants' publication of the Defamatory Letters in the form of lost good will, lost business opportunities, and diminished standing.

100. The acts of the defendants as set forth throughout this Complaint have directly and proximately caused the plaintiffs significant damages. These damages include, but are not limited to, general, actual, nominal, and special damages.

101. The defendants' conduct was willful, wanton, and/or in reckless disregard of the plaintiffs' rights, and the plaintiffs are entitled to punitive damages.

SECOND CAUSE OF ACTION
(Abuse of Process)

102. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim to the extent not consistent herewith.

103. As demonstrated at length throughout this Complaint, the defendants, for ulterior purposes, have willfully used processes that are not proper in the conduct of one or more proceedings.

104. The processes include, but are not limited to, legal proceedings, deposition subpoena(s), deposition(s) and deposition questioning, and demand(s) for accounting. None of the processes were proper in the conduct of the proceedings.

105. The processes are unauthorized and/or aimed at an illegitimate collateral objective, as set forth at length throughout this Complaint, including, but not limited to, intimidation, harassment, inflicting harm, attempting to gain evidence to support a RICO case, and for the defendants' financial benefit.

106. The defendants have continued to target the plaintiffs directly and indirectly through attorneys and other parties, and now, in the Defamatory Letters, they have threatened to bring three additional unsupported lawsuits against the plaintiffs containing RICO claims, disgorgement of ill-gotten gains, wrongful death, fraud, conspiracy, attorneys' fees and costs, estoppel, conversion, unjust enrichment, unclean hands, and fraudulent inducement.

107. As a direct and proximate result, the plaintiffs have incurred significant damages. These include, but are not limited to, general, actual, nominal, and special damages.

108. The defendants' conduct was willful, wanton, and/or in reckless disregard of the plaintiffs' rights, and the plaintiffs are entitled to punitive damages.

THIRD CAUSE OF ACTION

(Intentional Infliction of Emotional Distress / Outrage)

109. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim that are not inconsistent herewith.

110. The defendants intentionally and/or recklessly inflicted severe emotional distress on Ms. Browning or were certain or substantially certain that such distress would result from their conduct.

111. This is reflected at length throughout this Complaint, and includes, but is not limited to, falsely accusing Ms. Browning of committing the crimes of perjury, wire fraud, mail fraud, and extortion; falsely claiming that she 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 in which Ms. Browning previously served or currently serves as a guardian or guardian ad litem, and contacting those individuals for whom Ms. Browning served in an effort to create and solicit additional litigation against the plaintiffs, and in fact, bringing that additional litigation; and the continuous and relentless targeting of the plaintiffs and their counsel.

112. 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.

113. The defendants' actions directly and proximately caused Ms. Browning's emotional distress and/or mental anguish that was so severe that no reasonable person could be expected to endure it.

114. The defendants' conduct was willful, wanton, and/or in reckless disregard of Ms. Browning's rights, and Ms. Browning is entitled to punitive damages.

FOURTH CAUSE OF ACTION

(Intentional Interference with Prospective Contracts/Business Relations)

115. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim that are not inconsistent herewith.

116. As detailed within this Complaint, Ms. Browning has served as one of three professional guardians for probate courts in the Upstate. She is one (of two) of these professional guardians that has clinical backgrounds and is therefore often appointed in complicated cases.

117. The defendants are aware of these routine and continuing appointments and the plaintiffs' long-standing business relationships with the probate courts in the Upstate.

118. The defendants have intentionally interfered with the plaintiffs' prospective appointments.

119. The 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 the plaintiffs, inflicting severe emotional distress, accusing the plaintiffs and attorneys (including the plaintiffs' attorney) with crimes, and threatening the plaintiffs and their attorneys with future litigation.

120. Due to the defendants' relentless acts as demonstrated throughout this Complaint, the plaintiffs have put themselves on hold to accept any further guardian ad litem or guardianship cases.

121. If the plaintiffs were to accept further guardian ad litem or guardianship cases, the defendants' abusive tactics and conduct would continue.

122. As a direct and proximate result of the defendants' acts, the plaintiffs have incurred significant damages. These include, but are not limited to, general, actual, nominal, and special damages.

123. The plaintiffs have been deprived of income from future guardian ad litem and guardianship appointments due to the defendants' conduct.

124. The defendants' conduct was willful, wanton, and/or in reckless disregard of the plaintiffs' rights, and the plaintiffs are entitled to punitive damages.

FIFTH CAUSE OF ACTION
(Declaratory Judgment)

125. The plaintiffs reiterate and incorporate all prior paragraphs as though set forth herein verbatim that are not inconsistent herewith.

126. Upon information and belief, the attorney-defendants and/or others acting on their behalf have been reviewing the probate files in which the plaintiffs previously served or are currently serving as guardian or guardian ad litem.

127. They have been contacting those individuals in an effort to create and solicit additional litigation against the plaintiffs.

128. Upon information and belief, this is what happened regarding Mayra Michalski and Luis Michalski.

129. The defendants' actions have caused significant injury and damages to the plaintiffs, as demonstrated throughout this Complaint.

130. The plaintiffs seek a declaratory judgment preventing the defendants, or anyone acting on their behalf, from engaging in such conduct, to include anyone whom the plaintiffs have served as guardian ad litem or guardian, or whom they may serve in the future.

WHEREFORE, the plaintiffs respectfully pray as follows:

1. Actual, consequential, general, nominal, special, and punitive damages to be awarded in favor of the plaintiffs and against the defendants as determined by a jury at a trial of this case;
2. A declaratory judgment to prohibit the defendants, or anyone acting on their behalf, to contact individuals for whom the plaintiffs served or serves as guardian or guardian ad litem, in an effort to create and/or solicit additional litigation of against the plaintiffs;
3. Award the plaintiffs their costs and attorneys' fees; and
4. For such other relief that this Court deems just, equitable, and proper.

THE PLAINTIFFS DEMAND A JURY TRIAL ON ALL ISSUES TRIABLE HEREIN

This 17th day of June, 2024
Greenville, South Carolina

Respectfully submitted,

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 East Washington Street
Greenville, SC 29601
(864) 467-1001 Office
(864) 672-1406 Fax
Beattie@BeattieAshmore.com

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Paul Hulsey)
Paul Hulsey, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT PAUL HULSEY

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Cherie Durand)
	)	
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT CHERIE DURAND

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
 Beattie B. Ashmore
 SC Bar No. 10419
 650 E. Washington St.
 Greenville, SC 29601
 Phone: 864-467-1001
 Fax: 864-672-1406
 Beattie@BeattieAshmore.com
 Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Kimberly Thomason)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT KIMBERLY THOMASON

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Devon Puriefoy)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT DEVON PURIEFOY

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Desa Ballard)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT DESA BALLARD

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

Greenville, South Carolina
Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Mayra Michalski)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT MAYRA MICHALSKI

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
 Beattie B. Ashmore
 SC Bar No. 10419
 650 E. Washington St.
 Greenville, SC 29601
 Phone: 864-467-1001
 Fax: 864-672-1406
 Beattie@BeattieAshmore.com
 Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Luis Michalski)
	)	
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT LUIS MICHALSKI

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Margaret Miniard)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT MARGARET MINIARD

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

Greenville, South Carolina

Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	THIRTEENTH JUDICIAL CIRCUIT
	)	
Jennifer L. Browning and	)	
Browning Geriatric Consulting, LLC,	)	
	)	Case No. 2024-CP-23-_____
Plaintiffs,	)	
	)	
v.	)	SUMMONS
	)	(Stacey Grist)
Paul Hulse, Cherie Durand, Kimberly	)	
Thomason, Devon Puriefoy, Desa Ballard,	)	
Mayra Michalski, Luis Michalski, Margaret	)	
Miniard, Stacey Grist, and John and Jane	)	
Does 1-14,	)	
	)	
Defendants.	)	

TO THE ABOVE-NAMED DEFENDANT STACEY GRIST

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

Greenville, South Carolina
Dated this 17th day of June 2024

/s/ Beattie B. Ashmore
Beattie B. Ashmore
SC Bar No. 10419
650 E. Washington St.
Greenville, SC 29601
Phone: 864-467-1001
Fax: 864-672-1406
Beattie@BeattieAshmore.com
Attorney for the Plaintiffs

Exhibit A

ELECTRONICALLY FILED - 2024 Jun 12:5:10 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2303730

Trey Suggs

From: Kimberly Thomason <kim@truluckthomason.com>
Sent: Tuesday, April 30, 2024 11:22 AM
To: Trey Suggs
Cc: Sonya; Brandi Larobardiere; Devon Puriefoy; John Chambers
Subject: Mayra Michalski

Trey,

I am in receipt of your letter regarding the above referenced matter. Your client receives the VA funds every month from the VA and is listed as Mayra's guardian(fiduciary) on the VA registry. For years your client has received Mayra's monthly benefit into an account in her name only and then sent Mayra a pre-paid card for an amount she deems appropriate and not always the same amount. She also has questioned Mayra on many occasions regarding how she was going to spend any money received. The problem is your client has zero authority to act as Mayra's VA guardian/fiduciary. In fact, your suggestion that we get a court order to have her removed is rich given that there is already such an Order dismissing the guardianship in its totality because Mayra was never incapacitated in the first place.

We have spoken to Joseph Plaxco, special conservator, and Will Fore who both confirmed that Jennifer was in fact the temporary guardian but that she was dismissed as such. They also both confirmed that she was in control of the money. I'm sure I don't have to detail for you all of the federal statutes your client has possibly violated in fraudulently assuming control of Mayra's VA benefits over the course of 6 years. Mayra is a married woman with three small children and should never have been subjected to the treatment your client subjected she and her brother to over the course of years and in the aftermath of their Mother's death. There was a total misrepresentation to the Court regarding the status of the two adult children in an effort to gain control of them and protect the hospital who directly caused their mother's death. We are currently in the process of pursuing the action to the fullest extent allowed by law, including making the fraud known to the court and seeking to void the fraudulently induced settlement agreement and release.

You can continue to double down on your position in assisting your client to fraudulently and falsely control federally regulated VA benefits or you can simply instruct your client to correct the error immediately with the VA to mitigate any further damage to my client.

I'll await your response. I have a call with Judge Groover and Joseph Plaxco to discuss the status of the matter today. This is not a minor discrepancy and we intend to take all action necessary to try to offset some of the damage suffered by Mayra and Luis at the hands of Ms. Browning and the co-conspirators, although nothing can undo the emotional damage caused by those who used the court as an artifice to accomplish an unlawful and unholy, if I might interject, goal to protect Bons Secours Hospital.

Kim



Kimberly T. Thomason
Managing Member

kim@truluckthomason.com
3 Boyce Avenue, Greenville, SC 29601
T 864-331-1751 F 864-243-8115
truluckthomason.com

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STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

In the Matters of:
Stanford W. Grist

)
)
)
)
)
)

IN THE PROBATE COURT
2020-GC-23-00088 and
2020-GC-23-00136

**MOTION TO BE RELIEVED
AS GUARDIAN AD LITEM**

FILED

AUG 25 2022

**GREENVILLE COUNTY
PROBATE COURT**

PLEASE TAKE NOTICE that the undersigned, as attorney for Jennifer L. Browning, as the Guardian Ad Litem for the alleged incapacitated individual, will within 10 days, or as soon thereafter as counsel can be heard, move the Court for an Order granting the following relief:

1. Relieving Jennifer L. Browning, as Guardian Ad Litem for the alleged incapacitated individual, in the Guardianship action and the Conservatorship action;
2. Requiring that Jennifer L. Browning's fees and costs, as Guardian Ad Litem for the alleged incapacitated individual, in the Guardianship action and the Conservatorship action, be immediately paid from the assets of the alleged incapacitated individual;
3. Requiring that Jennifer L. Browning's, attorney fees and costs as Guardian Ad Litem for the alleged incapacitated individual, in the Guardianship action and the Conservatorship action, be immediately paid from the assets of the alleged incapacitated individual; and
4. For such other and further relief as this Court deems just and proper.

This motion is based upon the applicable laws of the State of South Carolina,
whether common or statutory, and the attached affidavit.



William D. Fore, S.C. Bar No. 8637
Attorney for Petitioner
117 Pelham Commons Blvd.
Greenville, SC 29615
(864) 235-9628

Greenville, South Carolina
Dated: 8/25/22

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE PROBATE COURT
2020-GC-23-00088 and
2020-GC-23-00133

FILED

AUG 25 2022

In the Matters of:)
Stanford W. Grist)
)

AFFIDAVIT OF
JENNIFER L. BROWNING

GREENVILLE COUNTY
PROBATE COURT

Personally appeared before me, **JENNIFER L. BROWNING, GUARDIAN AD LITEM**
FOR ALLEGED INCAPACITATED INDIVIDUAL, who being first duly sworn, deposes and
states as follows:

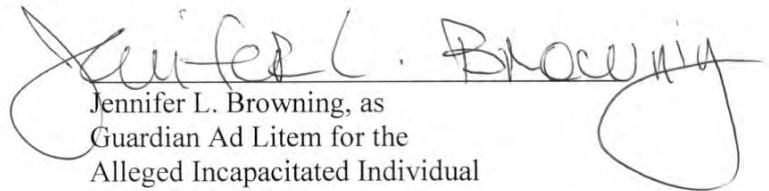
I am currently serving as the Guardian Ad Litem for Stanford W. Grist, the alleged incapacitated individual, in the above-referenced Guardianship action and Conservatorship action. I have conducted a thorough and complete investigation in these matters. However, I have been named as a Defendant in an action filed in the Greenville County Court of Common Pleas entitled Stacey Grist et. al. vs. Priscilla Mickie Grist, et. al. 2022CP2304055 (Hereinafter "Common Pleas case"). The Common Pleas case calls into question my actions as the Guardian Ad Litem for the alleged incapacitated individual in the current cases before the Greenville County Probate Court. Being named as a Defendant in the Common Pleas case will make it difficult, if not impossible, for me to fulfill my responsibilities and duties in these present actions and comply with South Carolina Code §62-5-106 (A)(4), because there may be times when protecting my self interest in the Common Pleas action may interfere with my conducting a full and open investigation in the present matters. Therefore, I respectfully request that I be relieved as the Guardian Ad Litem for the alleged incapacitated individual in both the Guardianship action and Conservatorship action before the Greenville County Probate Court.

GUARDIAN AD LITEM FEES AND COSTS

I respectfully request that the Court require my fees and costs as Guardian Ad Litem for the alleged incapacitated individual, in the Guardianship action and the Conservatorship action, be immediately paid from the assets of the alleged incapacitated individual.

ATTORNEY'S FEES AND COSTS

I have had to retain an attorney to respond to a subpoena in the present matters and file the present motion. I respectfully request the Court require my attorney fees and costs as Guardian Ad Litem for the alleged incapacitated individual, in the Guardianship action and the Conservatorship action, be immediately paid from the assets of the alleged incapacitated individual.


Jennifer L. Browning, as
Guardian Ad Litem for the
Alleged Incapacitated Individual

SWORN to before me this the
25 day of August, 2022


Notary Public for South Carolina
My Commission Expires: 10/26/26

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,

Docket No.: 2022-CP-23-04055

Plaintiffs,

v.

**DEFENDANT TRACY PARSONS
MOTION FOR A PROTECTIVE
ORDER**

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.

TO: THE ABOVE NAMED PLAINTIFFS, AND THEIR ATTORNEYS, KIMBERLY THOMASON AND DEVON PURIEFOY

YOU WILL PLEASE TAKE NOTICE, that Defendant, Tracy Parsons¹, by and through her undersigned defense counsel will move before the presiding judge of the Court of Common Pleas for Greenville County, South Carolina, at a date, time, and location to be set by the Court for a protective order pursuant to Rule 26(c) of the South Carolina Rules of Civil Procedure. This Motion is based upon the following grounds:

¹ Ms. Parsons was misidentified in the Complaint as "Tracy Parson," when her correct name is "Tracy Parsons."

(1) Tracy Parsons is a named Defendant in the above captioned case that was filed by the Plaintiffs on August 1, 2022. With respect to Ms. Parsons, this litigation relates to her service as the court-appointed temporary guardian for Stanford W. Grist (“Dr. Grist”), an alleged incapacitated individual.

(2) On February 27, 2024, Counsel for Plaintiffs noticed Ms. Parsons’ deposition for May 22, 2024. A copy of this deposition notice is attached to this Motion as “**Exhibit 1.**”

(3) On the afternoon of May 20, 2024, only two days before her scheduled deposition, Ms. Parsons received a letter directly from Counsel for Plaintiffs dated May 17, 2024 (the “May 17th letter”). A redacted copy of the May 17th letter, which has been labeled “**Exhibit 2,**” will be provided to the Court prior to the hearing on this Motion, for the Court to review *in camera*.

(4) The May 17th letter indicates that it relates to “The matter for Stanford Grist,” which is the same exact named Plaintiff as this lawsuit. The May 17th letter further indicates that it is directed to all of the named defendants in this case, as well as some additional entities and attorneys that are not currently named in this lawsuit. *See Exhibit 2*

(5) The May 17th letter goes on to state that Counsel for Plaintiffs will be asserting various federal and state law claims, on behalf of Dr. Grist, against Ms. Parsons. *See Exhibit 2.* The May 17th letter concludes by stating that federal litigation against Ms. Parsons, on behalf of Dr. Grist, is forthcoming.

(6) As an aside, Counsel for Ms. Parsons would note that it appears improper for Plaintiffs’ Counsel to directly communicate with Ms. Parsons, when Ms. Parsons is a named defendant in this case that Counsel for Plaintiffs knows is represented by an attorney. As such, Counsel for Plaintiffs should have sent the May 17th letter to the undersigned.

(7) Since the initial filing of this state lawsuit approximately 20 months ago, Plaintiffs have amended the Complaint in this case on two occasions. The first Amended Complaint was filed on August 15, 2022, and the second Amended Complaint was filed on January 29, 2024. At no point during the 20 months that this lawsuit has been in existence, or during the previous two amendments to the Complaint, did Plaintiffs seek to name the additional parties identified in the May 17th letter, nor did Plaintiffs seek to allege the claims described in Exhibit 2, in this lawsuit. Instead, it appears Counsel for Plaintiffs are going to file a separate federal lawsuit against the same party (Ms. Parsons), on behalf of the same plaintiff (Dr. Grist), relating to the same transaction and occurrence.

(8) Setting aside the legal propriety of such a strategy, Counsel for Ms. Parsons objects to Counsel for Plaintiffs sending a letter directly to Ms. Parsons that she received shortly before her scheduled deposition threatening her with the filing of a separate federal lawsuit on behalf of Dr. Grist. Counsel for Ms. Parsons believes that the sending of the May 17th letter directly to Ms. Parsons shortly before her scheduled deposition is clearly an attempt by Counsel for Plaintiffs to intimidate and harass Ms. Parsons.

(9) Counsel for Ms. Parsons further objects to Counsel for Plaintiffs taking Ms. Parsons deposition in this lawsuit, and then filing the threatened federal lawsuit on behalf of Dr. Grist and seeking to depose Ms. Parsons in the threatened federal lawsuit as well. That is improper. Counsel for Plaintiffs should not be allowed to have two bites at the proverbial apple. Instead, Counsel for Plaintiffs should be required to file the threatened federal lawsuit on behalf of Dr. Grist, at which point Counsel for Ms. Parsons can litigate the propriety of the threatened federal lawsuit, and it will be determined whether the threatened federal lawsuit is allowed to continue, or whether this state lawsuit is allowed to continue. When that determination is made,

Ms. Parsons will be more than happy to sit for her deposition in whichever of those two cases remains.

(10) Based on the above discussion, Ms. Parsons believes that good cause exists for the entry of a protective order by the Court.

Therefore, Ms. Parsons respectfully requests that the Court grant her Motion for a Protective Order and order that Plaintiffs may not take her deposition in this lawsuit until a determination is made as to whether the threatened federal lawsuit, or this state lawsuit, will be the lawsuit that continues forward, with respect to Dr. Grist's claims against Ms. Parsons.

This Motion is based upon the pleadings in this case, the common and statutory law of the State of South Carolina, the South Carolina Rules of Civil Procedure, the attached exhibits, and any subsequently filed memorandum in support.

The undersigned counsel certifies, pursuant to Rule 11, that consultation could not be had as time is of the essence, and regardless consultation would serve no useful purpose in this case.

s/ Curtis W. Dowling
CURTIS W. DOWLING, S.C. BAR #6493
BARNES, ALFORD, STORK & JOHNSON, LLP
1613 Main Street (29201)
P.O. Box 8448
Columbia, South Carolina 29202
803.799.1111 (Office)
803.254.1335 (Fax)
curtis@basjlaw.com
Attorneys for Defendant Tracy Parsons

May 21, 2024
Columbia, SC

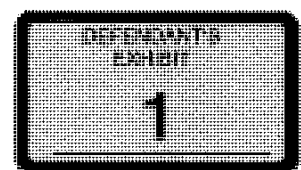
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	Case No.: 2022-CP-23-04055
December 5, 2005, Stanford Grist	)	
Veterinary Services LLC, Chestnut Ridge	)	
Farm LLC, and Hilly Street LLC,	)	
	)	
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. Pariefoy
Devon M. Pariefoy
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

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	)	KIKI'S KARE, LLC d/b/a COMFORT
Farm, LLC, and Hilly Street, LLC,	)	KEEPERS', ERIN COUCHELL'S, AND
	)	CHRIS COUCHELL'S MOTION TO
	)	SEVER
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.	)	

**TO: KIMBERLY T. THOMPSON, ESQUIRE AND DEVON M. PURIEFOY,
ESQUIRE; ATTORNEYS FOR THE PLAINTFF:**

YOU WILL PLEASE TAKE NOTICE, that Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell, and Chris Couchell (hereinafter "Comfort Keepers" and "The Couchells"), by and through their undersigned counsel, will move before this Honorable Court for an Order, pursuant to Rule 18(c), Rule 21 and Rule 42(b), SCRCF, to sever Comfort Keepers and The Couchells from The Third Cause of Action, Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants, The Fourth Cause of Action, Civil Conspiracy as to all Defendants, The Sixth Cause of Action, Intentional Interference with a Business Contract as to Mickie and Caroline, The Seventh Cause of Action, Disinheritance as to Defendant Priscilla Mickie Grist, The Eighth Cause

of Action, Violation of the Power Attorney Act as to all Defendants, which are contained in Plaintiffs' Second Amended Complaint filed on January 29, 2024.

“ A motion for severance is addressed to the sound discretion of the trial court.” *State v. Simmons*, 352 S.C. 342, 350, 573 S.E.2d 856, 860 (Ct. App. 2002)

Comfort Keepers and The Couchell's motion is based on the following grounds:

1. The Third Cause of Action, Abuse of Process/Aiding and Abetting Abuse of Process as to all Defendants, The Fourth Cause of Action, Civil Conspiracy as to all Defendants, The Sixth Cause of Action, Intentional Interference with a Business Contract as to Mickie and Caroline, The Seventh Cause of Action, Disinheritance as to Defendant Priscilla Mickie Grist, and The Eighth Cause of Action, Violation of the Power of Attorney Act, all sound in Probate and have nothing to do with Comfort Keepers and The Couchells, and are separate and distinct causes of action that Plaintiffs have against other Defendants. It would be confusing to the jury and prejudicial to Comfort Keepers and The Couchells to have a jury hear about these allegations.

2. Rule 42(b), SCRCP, 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.

3. Rule 18(c), SCRCP, provides: “The court may make such orders as will prevent a party from being embarrassed, delayed or put to unnecessary expense by joinder of independent or disassociated claims, and may order separate trials or make other orders to prevent delay or prejudice.”

4. Rule 21, SCRCP, provides: “Misjoinder of parties is not grounds for dismissal of an action. 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 proceeded with separately.”

5. Trying all of Plaintiffs claims together would prejudice Comfort Keepers and The Couchells. 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, will result in unnecessary trial complexity, and will likely cause jury confusion.

Therefore, Comfort Keepers and The Couchells respectfully request to sever Plaintiffs Third, Fourth, Sixth, Seventh, and Eighth Causes of Action, for those causes of action to be tried separately, and for all other appropriate relief.

Respectfully submitted,
COLLINS & LACY, P.C.

By: s/ Robert M. Peele, III
Robert M. Peele, III, Esquire
Bar Number: 77569
rpeelee@collinsandlacy.com
Jacob A. Flowers, Esquire
Bar Number: 102706
jflowers@collinsandlacy.com
Post Office Box 12487
Columbia, SC 29211
803.256.2660 (voice)
803.771.4484 (fax)

**ATTORNEYS FOR KIKI'S KARE, LLC
d/b/a COMFORT KEEPERS, ERIN
COUCHELL AND CHRIS COUCHELL**

May 22, 2024
Columbia, South Carolina

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-23-04055
Stanford Grist Veterinary Services LLC,	)	
Chestnut Ridge Farm LLC, and	)	
Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	MOTION TO STAY
	)	
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.	)	
	)	

Plaintiff, by and through her undersigned counsel, now requests this honorable Court to stay all proceedings in the above-captioned matter pending the outcome of a case currently pending before the United State District Court for District of South Carolina, Greenville Division (*Stanford W. Grist individually by and through his attorney-in-fact Stacey Grist, and Stacey Grist, individually v. Jennifer Browning, Browning Geriatric Consulting LLC, Tracy Parsons, Priscilla Mickie Grist, Eric 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 Jennings*) (the "Federal Case").

1. Trial in the present matter is scheduled to begin December 2, 2024, and as such, this Court has not yet heard Plaintiff's substantive arguments in this matter and a ruling on

the merits of this case will necessarily be impacted and resolved in large part by the final ruling in the Federal Case.

2. The facts and claims in the Federal Case encompass a significant part of the facts and claims in the present matter before this honorable Court.
3. Plaintiff's claims in the present case before this honorable Court are, at least in part, dependent upon the outcome of the federal claims pending in the Federal Case.
4. The Motion to Stay should be granted in the interest of judicial economy and to avoid the possibility of conflicting holdings pending the outcome of the Federal Case.
5. The granting of this motion also resolves all discovery motions pending before this honorable Court.

WHEREFORE, in consideration of the above-mentioned facts and circumstances, counsel prays that this Court grant this Motion to Stay Proceedings pending a ruling in *Stanford W. Grist individually by and through his attorney-in-fact Stacey Grist, and Stacey Grist, individually v. Jennifer Browning, Browning Geriatric Consulting LLC, Tracy Parsons, Priscilla Mickie Grist, Eric 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 Jennings.*

Respectfully submitted,

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August 2, 2024
Greenville, South Carolina

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-23-04055
Stanford Grist Veterinary Services LLC,	)	
Chestnut Ridge Farm LLC, and	)	
Hilly Street LLC,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	MEMORANDUM IN OPPOSITION TO
	)	DEFENDANT KIKI'S CARE, LLC'S
	)	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.	)	
	)	

Plaintiff submits this Memorandum of Law in Opposition to Defendant Kiki's Care, LLC's Motion for Summary Judgment.

FACTUAL BACKGROUND

The facts in this matter are well established; therefore, with an eye towards judicial economy and brevity, Plaintiff will rely on the facts as set forth more fully in her Amended Complaint.

ARGUMENT

I. Summary Judgement Should be Denied as Defendant’s Motion Seeks “dismissal” Under a Rule 12(b)(6) Standard, rather than the Rule 56 Standard.

The final paragraph of Defendant’s brief erroneously requests an Order of this Court, “pursuant to SCRCP Rule 56...” “dismissing Plaintiffs’ claims.” A requested dismissal on its face is a request pursuant to Rule 12 of the South Carolina Rules of Civil Procedure. And while Plaintiff cannot state for certain which subpart of Rule 12 Defendants rely on in seeking a dismissal, it can reasonably be presumed to be under Rule 12(b)(6). Rule 12 motions, and more specifically Rule 12(b)(6) motions, challenge the legal sufficiency of Plaintiff’s pleadings, and do not seek a determination of whether there exists a genuine issue of material fact. SCRCP 12(b)(6); SCRCP 56.

Therefore, if the Court accepts the allegations on the face of Plaintiff’s pleadings as true, a claim has been asserted upon which relief can be granted.

II. Should the Court View this Motion Through the Lens of Rule 56, Defendant’s Motion Should Still be Denied as There Exists Genuine Issues of Material Fact.

It is well established that summary judgment is only appropriate “when there is no genuine issue of material fact such that the moving party must prevail as a matter of law.” *Flemming v. Rose*, 350 S.C. 488, 494 (2002). The seminal case of *Celotex Corp v. Catrett* makes clear that “the moving party carries the initial burden of demonstrating an absence of a genuine material fact issue.” Fed. R. Civ. P. 56; *see Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). In satisfying this burden, the moving party must establish that “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” S.C.R.C.P 56(c). Only after the moving party has satisfied this burden must

the nonmoving party affirmatively demonstrate that there exists a genuine issue of material fact requiring trial. *Matsushita Elec. Indus. Co. Ltd. v. Zenith Radio Corp.*, 477 U.S. 242, 250 (1986). “When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in a light most favorable to the nonmoving party.” *Summer v. Carpenter*, 328, S.C. 36, 492 S.E.2d, 55 (1997); see also *Koester v. Carolina Rental Ctr. Inc.*, 313 S.C. 490, 493, 443 S.E.2d 392, 394 (1994).

Defendant’s Motion makes reference to six (6) “grounds” that summary judgment is proper. *See generally* Defendant’s Motion for Summary Judgment.

Defendant first alleges that it is undisputed that the alleged sexual abuse of a man in is late seventies was nothing more than a “consensual sexual encounter.” Plaintiff finds this argument perplexing as Defendant employee was only present in Dr. Stanford Grist’s home, and was only able to commit these unlawful sexual acts, because of allegations of incapacity by Defendant’s co-defendants in an underlying probate court proceeding. (Ex. 1 – Petition for Guardian and Conservator). This argument is especially concerning given there is a pending federal court RICO action pending against Defendant along with its co-defendants in which it is alleged that, *inter alia*, the Defendants engaged in a scheme to take control of Dr. Grist’s person and assets with no evidence of incapacity, and in violation of valid estate planning instruments. (Ex. 2 – Federal Court RICO Complaint). Not only do these competing allegations by Defendant and its co-defendants create a genuine issue of material fact, but it further highlights the appropriateness of the pending RICO action.

Plaintiff’s claims against Defendant are predicated on allegations of sexual abuse by Defendant’ employee. Despite Defendant’s assertion that “Plaintiffs have no evidence that a Comfort Keepers employee physically abused Dr. Grist” this fact was established, by way of

negative inference, during Ms. McCreary's deposition. During her deposition on September 14, 2023, Defendant's employee testified as follows:

“ Q. So, to clarify, today you're asserting your Fifth Amendment right as it relates to the question of whether or not you and Dr. Grist ever kissed?

A. That's correct.

Q. You're asserting your Fifth Amendment right as to the question about whether or not Dr. Grist has ever seen you naked?

A. Correct.

Q. You're asserting your Fifth Amendment right to the question about whether or not you ever touched Dr. 5 Grist's penis?

A. Correct.

Q. And this is a question. Are you asserting a Fifth Amendment right to the question about whether or not you and Dr. Grist ever had sex?

A. Correct. “

It is well established in this jurisdiction that in the civil context, a party's election to invoke their Fifth Amendment rights calls for a negative inference to be drawn from the apprehension of danger from the testimony. *Agile Infrastructure Servs. v. Lee*, No. 3:18-cv-03310-JFA, 2021 U.S. Dist. LEXIS 224139, at *1 (D.S.C. Oct. 15, 2021). The negative inference to be drawn from Ms. McCreary's testimony, i.e. that she did unlawfully engage in sexual intercourse with Dr. Grist, again establishes a genuine issue of material fact.

The remaining “grounds” Defendant relies on in support of its Motion are of no legal consequence as the existence of a single genuine issue of material fact as to any element of Plaintiff's claims renders summary judgment improper. *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 353, 650 S.E.2d 68, 69 (2007). However, Plaintiff will note that Defendant's argument that Ms. McCreary's conduct was “too unconnected and too unpredictable to hold Comfort Keepers legally liable...” is also misplaced. The legal theory of *respondeat superior*, and a determination as to whether an employee was acting within the course and scope of their

employment at the time the alleged tort was committed is a question of fact for a jury. *Stevens v. Moore*, 211 S.C. 498, 503, 46 S.E.2d 73, 74 (1948).

CONCLUSION

For the foregoing reasons, Defendant's Motion for Summary Judgment should be denied.

Dated: September 6, 2024

Respectfully submitted,

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Attorney for Plaintiff

FILEDSTATE OF SOUTH CAROLINA
COUNTY OF GREENVILLEIN THE MATTER OF:
STANFORD W. GRIST,
an alleged incapacitated individual,CAROLINE YORK GRIST LYON,
Petitioner(s),
vs.
STANFORD W. GRIST, STACEY DESIREE
GRIST, PRISOILLA MICKIE GRIST and
CHARLOTTE ROXANNE GRIST SMITH,
Respondent(s).

SEP 10 2020

GREENVILLE COUNTY
PROBATE COURT

PROBATE COURT USE ONLY

IN THE PROBATE COURT
CASE NUMBER 2020-GC-22-2020M300136NOTICE OF AND MOTION FOR
TEMPORARY RELIEF AND HEARING

I move for temporary relief to protect the welfare of assets of STANFORD W. GRIST, an alleged incapacitated individual (A.I.), and request a hearing on _____, 2020, at _____ am/pm, or at such date and time as the court orders, for:

☒ Appointment of temporary ☐ guardian, ☒ conservator, or ☐ other fiduciary.

☐ Removal of existing ☐ guardian, ☐ conservator, or ☐ other fiduciary, and appointment of a successor.

☐ Appointment or ☐ removal of guardian *ad litem*.

☐ A temporary protective order.

Immediate relief is needed pending the appointment of a permanent ☐ guardian, ☒ conservator, or ☐ other fiduciary; or the issuance of a permanent protective order, as shown by the following facts:

If a temporary guardianship or protective order related to the welfare of the A.I. is requested, a physician's affidavit dated within the last forty-five (45) days is attached.

Executed this 3rd day of SEPTEMBER, 2020.

Signature: 
Print Name: CAROLINE YORK GRIST LYON
Address: 112 GREEN MEADOWS DRIVE
RABUN GAP, GA 30568

Preferred Telephone: (706) 746-2669
Secondary Telephone: N/A
Email: _____

Relationship to the
alleged incapacitated individual: SISTER

Attorney Signature: 
Print Name: H. HALL PROVENCE
Firm Name: ASHMORE LEAPHART & RABON, LLC
Bar Number: 100727
Address: PO BOX 10766
GREENVILLE, SC 29603
Telephone: (864) 271-2694

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Stanford W. Grist, individually, by and)
through his attorney-in-fact Stacey Grist, and)
Stacey Grist, individually,)

Plaintiffs)

vs.)

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)

Civil Action No.:

COMPLAINT
(Jury Trial Demanded)

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.

Exhibit B

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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

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July 3, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	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,	)	Civil Action No.: 2022-CP-23-04055
	)	
	)	KIKI KARE, LLC’S d/b/a COMFORT KEEPERS’, ERIN COUCHELL’S, AND CHRIS COUCHELL’S MEMORANDUM IN SUPPORT OF THEIR MOTION FOR SUMMARY JUDGMENT
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.	)	

Defendants, Kiki’s Kare, LLC d/b/a Comfort Keepers (hereinafter “Kiki’s Kare”), Erin Couchell (hereinafter “Couchells”), and Chris Couchell (hereinafter “Couchells”), by and through their undersigned attorneys, submit this Memorandum in Support of their Motion for Summary Judgment. After extensive discovery, depositions, and motions practice there is no genuine issue as to any material fact and they are entitled to judgment as a matter of law on Plaintiffs’ claims against them. In this memorandum, Defendants will demonstrate: 1) It is undisputed that the alleged sexual abuse claim made by Plaintiffs is nothing more than a consensual sexual encounter initiated by Dr. Stanford Grist, which has been corroborated by a video of the incident; 2) Plaintiffs’ allegations that Kiki’s Kare overly prescribed medications to Dr. Stanford Grist is

patently false because at no time did Kiki's Kare ever prescribe medications to Dr. Stanford Grist; 3) As soon as Kiki's Kare learned about the consensual sexual encounter between Kerri McCreary they brought Ms. McCreary into Kiki's Kare's Office where they promptly interviewed her, terminated her, and reported the incident to law enforcement, all appropriate measures; 4) Kiki's Kare exercised due diligence and reasonable care when they interviewed Ms. McCreary and decided to select her for employment by conducting a background check and verifying her previous employment by contacting previous employers; 5) The alleged sexual abuse committed by Ms. McCreary is too unconnected and too unpredictable to hold Kiki's Kare legally liable in a tort action; and 6) Plaintiffs have no evidence that a Kiki's Kare employee physically abused Dr. Stanford Grist. Accordingly, all claims by Plaintiffs against Kiki's Kare and The Couchells should be dismissed with prejudice.

I. GENERAL FACTUAL 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. (See Exhibit A, Kiki's Kare Notes on Dr. Grist pg.1). 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 always have two caregivers with Dr. Grist. Mr. Couchell told both Browning and Parsons that he did not know if that was possible. (See Exhibit B, deposition transcript of Chris Couchell pg. 129 lines 15-21).

There is no question that Stacey Grist is no stranger and apparently is in favor of vexatious litigation. (See *Stacey Grist v. Jennifer Browning et al.*, C.A. No.: 2022-GC-23-0014 (Exhibit C), and *Stacey Grist v. Jennifer Browning, et al*, C.A. No.: 6:24-cv-03853-BHH) (Exhibit D). On May 17, 2024, Plaintiffs, through their counsel, sent letters to Couchell and sixteen others falsely asserting that Couchell and others participated in a racketeering scheme to defraud Plaintiffs and others.¹ Around May 24, 2024 five South Carolina lawyers and one South Carolina Judge filed five separate lawsuits against Paul Hulsey, Cherie Durand, Kimberly Thomason, Devon Puriefoy, Desa Ballard, Stacey Grist, and others, alleging libel and libel *per se* causes of action, stemming from the publication of the May 17, 2024, letter. See *Rabon v. Hulsey*, 2024-CP-23-03236 (Exhibit E); *Suggs v. Hulsey*, 2024-CP-23-03258 (Exhibit F); *Jennings v. Hulsey*, 2024-CP-23-03271 (Exhibit D); *Plaxco v. Hulsey*, 2024-CP-23-03329 (Exhibit G); *Browning v. Hulsey*, 2024-CP-23-03730 (Exhibit H).

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 (Exhibit I). On August 15, 2022, Plaintiff filed an Amended Summons and Complaint adding two additional causes of action, Negligent Hiring and Violation of Power of Attorney Act. (Exhibit J). On January 24,

¹ Defendants will happily provide a copy of this letter to the court in camera, but since this letter has spawned five different libel suits, are hesitant to include it in a public filing.

2024, Plaintiffs filed a Second Amended Summons and Complaint adding two additional causes of action, Negligence/Gross Negligence and Disinheritance. (Exhibit K).

On May 22, 2024, Kiki's Kare and The Couchells filed a Motion to Sever several causes of action (Exhibit L), which this Court granted on August 9, 2024. (Exhibit M).

Now Kiki's Kare and The Couchells have filed the instant Motion for Summary Judgment, asking this Court to dismiss the remaining causes 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.

II. LEGAL STANDARD

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 Salmonsén 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.

III. LEGAL ARGUMENT

- a. **It is undisputed that the alleged sexual abuse claim made by Plaintiffs is nothing more than a consensual sexual encounter initiated by Dr. Stanford Grist, which has been corroborated by a video of the incident.**

Plaintiffs’ Second Amended Complaint makes allegations of sexual abuse against Kerri McCreary, a former Kiki’s Kare employee. Plaintiffs’ assertion of sexual abuse stems from complaints from Stacey Grist who assert in Plaintiff’s Second Amended Complaint, specifically:

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 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.

(See Exhibit K).

Fortunately, or unfortunately for Plaintiffs, Dr. Stanford Grist decided to install video cameras in his home to record incidents of theft. During her deposition, Stacey Grist described the circumstances surrounding the installations of the video below.

Q. All right. This email dated August 20th, 2020, from Ms. Parsons, references a video camera that was placed in the residence of your father. Is that accurate?

A. Yes.

Q. Who placed this video camera there?

A. My fathers always had cameras due to the high theft in the area.

Q. So they had been there --

A. I'm assuming my father put them there. I couldn't answer that. I don't know who put them there.

Q. Okay.

A. When I came to visit, they were there.

Q. And they had been there ever since you can remember?

A. As far as I remember, he had cameras due to the theft.

See Deposition of Stacey Grist, pg. 93 lines 8-25. (Exhibit N).

The purported video in question captured “the alleged sexual abuse” performed on Dr. Grist by Kerri McCreary. As you can see, the video captures the sexual encounter and it is initiated by Dr. Grist, which was recorded by Dr. Grist’s camera captured on May 11, 2021, starting at 1:45 am. (Exhibit O). There is no question, that sexual encounter was initiated by Dr. Grist.

Furthermore, Plaintiffs’ do not plead the necessary elements to support a negligence claim. Negligence is the breach of a duty of care owed to the plaintiff by the defendant. In order to recover in any negligence action, the plaintiff must show: (1) a duty of care owed by the defendant to the plaintiff, (2) a breach of that duty by a negligent act or omission, and (3) damages proximately resulting from the breach. Crolley v. Hutchins, 300 S.C. 355, 387 S.E.2d 716 (Ct. App. 1989); Shaw v. City of Charleston, 351 S.C. 32, 567 S.E.2d 530 (Ct. App. 2002). Because Plaintiff did not plead the proper elements to satisfy a negligence claim, Defendants should be granted summary judgement. While reviewing Plaintiffs’ claim for negligence, it is clear that Plaintiffs did not plead the necessary elements.

b. Plaintiffs’ allegations that Kiki’s Kare overly prescribed medications to Dr. Stanford Grist is patently false because at no time did Comfort Keepers ever prescribe medications to Dr. Stanford Grist.

Plaintiffs’ Second Amended Complaint only contains two paragraphs pertaining to allegations of Kiki’s Kare over prescribing medications.

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.

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.

Plaintiffs' claims of overprescribing medications fails as a matter of law because Kiki's Kare never prescribed medications to **any** client, much less to Dr. Grist. This fact was testified and clarified in Chris Couchell's deposition and is further affirmed by the Affidavit submitted by Chris Couchell. (See Exhibit P). Below is the testimony concerning Kiki's Kare role when it comes to medications:

BY MS. THOMASON:

A. On who would provide a medication list? That was your question?

Q. Let's talk generally first.

A. Yeah.

Q. So if you're having an intake of a client, who generally gives you the medication list?

A. It -- there are so many. It depends.

Q. Okay.

A. I mean, it could be -- you know, let's say, we're doing an intake, and it's a family member, a family member may give us the medication list. It could be the client, themselves. You know, not all intake, do we get a copy of the medication list, because sometimes that's not part of what we're doing.

Q. Okay.

A. So it just kind of depends.

Q. Okay. And so, when you -- when you're given a medication list, do you have a disclaimer or something that you put out that you don't verify medications, and you don't verify how much he's supposed to take with an independent source? In other words, if a family member or the client tells you, I'm supposed to take this particular medicine three times a day, you guys just give it three times a day?

A. We don't just give it three times a day.

Q. I didn't mean it -- okay.

A. No, we don't just give medication.

Q. Okay.

A. That's not -- not ---

Q. Tell me about how that process that goes.

A. That process would be, we need your caregiver to -- first, you need your caregiver to give them medication. So then, that's when our nurse then gets involved.

Q. Okay.

A. And then, our nurse will get a copy of the med list. Typically, she's the one providing the medication list. But we're not in any shape or form determining dosage or amounts. All that is already pre-spelled out, based on the ---

Q. Right. But, let's say in this case, if Stacey gave you a list of medications that her dad was on, would your nurse then get involved and look to the prescriptions, themselves, to verify?

A. Not to verify. If Stacey asked, she would -- the nurse would have to get involved, because we wouldn't do anything medication unless she was involved.

Q. Okay.

A. And so, then, she would -- but at that -- her -- her protocol is, here's what's been prescribed. And she's just making sure that what we're setting up for the client is what's been prescribed. It's not our -- it's out of our realm to determine ---

Q. Okay.

A. --- what medications are given.

See Deposition of Chris Couchell pg. 25-27. (Exhibit Q).

Therefore, based on the above, the baseless allegation made by Plaintiffs that Kiki's Kare over prescribed medications must fail as a matter of law as there is not dispute of any material fact.

- c. **As soon as Kiki's Kare learned about the consensual sexual encounter between Kerri McCreary and Dr. Grist, they brought Ms. McCreary into Kiki's Kare' Office where they promptly interviewed her, terminated her, and reported the incident to law enforcement, all appropriate measures.**

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. They were notified by Tracy Parson, who was apparently notified by Stacey Grist who reported that her father told her that he had a sexual encounter with

Tracy Parsons. See Affidavit of Chris Couchell and Case Notes of Kiki's Kare pg. 19 marked as Exhibit A and P respectively). For the first time, Stacey Grist informed Tracy Parsons that Dr. Grist had recording devices in his home. See Case Notes of Kiki's Kare at Exhibit A) The same day, Kiki's Kare immediately removed McCreary from Dr. Grist's shift and started an investigation. See Affidavit of Couchell previously marked as Exhibit P).

On May 27, 2021, Kerri McCreary was brought into the Kiki's Kare's Office for questioning about Stacey Grist's allegation of a sexual encounter. (See Affidavit of Couchell). Three Kiki's Kare Employees were present at the meeting. (Affidavit of Couchell). Kiki's Kare asked McCreary to be truthful and to tell them what happened with Dr. Grist. McCreary admitted that Dr. Grist has made moves towards her many times and that it's made her very uncomfortable but that she didn't tell the office because she hoped it would end. (Kiki's Kare case notes). McCreary stated that Dr. Grist tried to kiss her multiple times but that it was normal for him to kiss the ladies on the forehead or hand. (Id.) However, she did say that he has kissed her on the mouth multiple times but with no tongue. (Id.) McCreary also stated that on the overnight shift, she sat in his bed 2 to 3 times only to get him to go to sleep and then she would leave the room. Even when he would fall asleep, he would wake back up to come and find her. McCreary mentioned that she got on top of him once but that she did not have sex with him. McCreary said she was extremely uncomfortable but thought it would make him go to bed. McCreary said multiple times that she did not tell Comfort Keepers personnel because she was very embarrassed. McCreary mentioned that Dr. Grist has touched her before, but she did not go into any extra details. The same day Comfort Keepers fired her and reported the incident to DHEC and the Greenville County Sherriff's Office. (See Affidavit of Couchell and Kiki's Kare case notes).

The actions of Couchell and Kiki's Kare were appropriate under The Omnibus Adult Protection Act. The case of Williams v. Watkins, 379, SC 530, 665 S.E.2d 243 (Ct. App. 2008) is illustrative. In Williams, Watkins was a social worker who reported suspicions of sexual abuse of Williams, who was the husband of a South Carolina Department of Social Services caregiver who was providing caregiver services for an eighteen year old. The SCDSS worker and husband sued Watkins for civil liability. The Circuit Court granted Watkins' Motion for Summary Judgment under the Omnibus Adult Protection Act. Williams appealed.

In Watkins, South Carolina Court of Appeals determined, in 1993, South Carolina's General Assembly enacted the Omnibus Adult Protection Act ("the Act") to protect vulnerable adults from abuse, neglect, and exploitation. 1993 Act No. 110, § 1, codified as SC Code Ann. §§ 43-35-5 to 43-35-595 (Supp.2007).

The Act promulgated statutes designed to protect a class of adults from abuse, neglect, and exploitation. The Act defines a "vulnerable adult" as:

[A] person eighteen years of age or older who has a physical or mental condition which substantially impairs the person from adequately providing for his or her own care or protection. This includes a person who is impaired in the ability to adequately provide for the person's own care or protection because of the infirmities of aging including, but not limited to, organic brain damage, advanced age, and physical, mental, or emotional dysfunction. A resident of a facility is a vulnerable adult.

SC Code Ann. § 43-35-10 (Supp.2007).

The Court in Watkins determined client is a "vulnerable adult" under the Act because client was over eighteen years old, unable to provide for her own care or protection, and a resident of a facility. Therefore, the client was entitled to special protections from abuse, neglect, and exploitation.

Next, the Court analyzed who is a mandatory reporter under the Act. The Court stated:

“The Act imposes a duty on certain individuals to report if they have “reason to believe that a vulnerable adult has been or is likely to be abused, neglected, or exploited.” SC. Code Ann. § 43–35–25(A) (Supp.2007). Individuals designated as “mandated reporters” under the Act include physicians, nurses, dentists, optometrists, medical examiners, coroners, and other medical, mental health or allied health professionals, Christian Science practitioners, religious healers, school teachers, counselors, psychologists, mental health or mental retardation specialists, social or public assistance workers, caregivers, staff or volunteers of an adult day care center or facilities, and law enforcement officers. *Id.* Furthermore, the Act also requires reporting by “any other person who has actual knowledge that a vulnerable adult has been abused, neglected, or exploited.” *Id.* Reporting the suspected conduct within twenty-four hours or the following working day is the reporter's individual responsibility. SC Code Ann. § 43–35–25(C)–(D) (Supp.2007). Provided the Act's mandatory reporting requirements are met, the reporter may additionally report suspected abuse, neglect, or exploitation directly to law enforcement; “and in cases of emergency, serious injury, or suspected sexual assault, law enforcement must be contacted immediately.” SC. Code Ann. § 43–35–25(G) (Supp.2007).” Williams at 535-536.

Lastly, the Williams Court performed the analysis since Watkins was determined as a mandatory reporter under the South Carolina The Omnibus Adult Protection Act, whether she was entitled to immunity or criminal or civil liability. The Williams Court stated:

A person who, acting in good faith, reports pursuant to this chapter or who participates in an investigation or judicial proceeding resulting from a report is immune from civil and criminal liability which may otherwise result by reason of this action. In a civil or criminal proceeding good faith is a rebuttable presumption.

SC Code Ann. § 43–35–75(A) (Supp.2007).

Watkins was found immune to criminal and civil liability. The Court in this matter should do the same. Kiki's Kare was a mandatory reporter under The Omnibus Adult Protection Act. Kiki's Kare reported a suspected incident of sexual abuse, reported it to the proper authorities because Dr. Grist was a vulnerable adult under the Act. Stacey Grist has now sued Kiki's Kare and its principals for civil liability. Kiki's Kare and its principals should be immune to criminal and civil liability because they were a mandatory reporter under the Act.

- d. Kiki's Kare exercised due diligence and reasonable care when they interviewed Ms. McCreary and decided to select her for employment by conducting a background search with law enforcement and verifying her previous employment by contacting previous employers.**

Before McCreary was hired, Kiki's Kare required her to fill out an application, where Kiki's Kare contacted her previous employers conduct a background check and verified 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.

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. The same should be applied in this situation. Kiki’s Kare did not have the requisite knowledge that McCreary would be involved in a sexual relationship with a client because her conduct was not unsurfaced through contacts from her previous employers, nor through her references.

e. The alleged sexual abuse committed by Ms. McCreary is too unconnected and too unpredictable to hold Comfort Keepers legally liable in a tort action.

As is incorporated above, Kiki’s Kare should be absolved in any criminal or civil liability because the alleged sexual acts are too unconnected and too unpredictable to hold Kiki’s Kare liable in tort.

f. Plaintiffs have no evidence that a Comfort Keepers employee physically abused Dr. Stanford Grist.

As mentioned in Chris Couchell's affidavit, Plaintiffs have presented no evidence of Kiki's Kare employees physically assaulting Dr. Grist other than a video where Dr. Grist cannot be seen but yelling. (Exhibit R of video Plaintiffs point to in establishing physical abuse). In this video, there is no evidence of any physical abuse and Defendants should be granted Summary Judgment because there is no other evidence of physical abuse.

IV. CONCLUSION

For the above reasons, Kiki's Kare, Chris Couchell, and Erin Couchell should be granted their Motions for Summary Judgment as there is no evidence to support Plaintiffs' allegations.

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 9, 2024
Columbia, South Carolina

EXHIBIT P

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	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,	)	Civil Action No.: 2022-CP-23-04055
	)	
Plaintiffs,	)	AFFIDAVIT OF CHRIS COUCHELL
	)	
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.	)	

PERSONALLY appeared before me, Chris Couchell, principal of Kiki's Kare, LLC d/b/a Comfort Keepers, who first being duly sworn deposes as says that:

1. I am one of two principals of Kiki's Kare, LLC d/b/a Comfort Keepers. My wife, Erin Couchell is the other principal.
2. Kiki's Kare is a franchisee of Comfort Keepers. Kiki's Kare has three locations in Greenville, South Carolina, Spartanburg, South Carolina, and Tyron, North Carolina.
3. Kiki's Kare provides 24-7 home health care for elderly clients.

4. I am familiar with Dr. Stanford Grist. Kiki's Kare provided home health care for Dr. Grist from September 8, 2020, until June 28, 2022, when Dr. Grist was admitted to the hospital for dementia related issues.
5. On August 8, 2022, when Dr. Grist was being released from the hospital, it was recommended by Jennifer Browning and Tracy Parsons to me for Kiki's Kare to always have two caregivers with Dr. Grist. I told both Browning and Parsons that I did not know if that was possible as at this time as we were in the middle of COVID-19 and we were short staffed.
6. There have been multiple allegations made by Plaintiffs against Kiki's Kare, myself, and my wife, Erin Couchell; many of which are unfounded and unsubstantiated.
7. The first of which was an allegation of sexual abuse made against former Kiki's Kare employee Kerri McCreary.
8. On May 25, 2021, Tracy Parsons called Kiki's Kare with Stacy Grist and Stacy said that Dr. Grist told her that he was in a sexual relationship with the caregiver Kerri McCreary. Kiki's Kare staff explained to them that Kerri McCreary called Kiki's Kare's office the day prior and told Kiki's Kare staff that Dr. Grist was making inappropriate remarks and Kerri McCreary reported it to Kiki's Kare office. Stacy Grist said she feels like Dr. Grist is telling the truth even though he has dementia and is confused. Kiki's Kare staff told Stacey Grist that Kerri McCreary will be removed and Kiki's Kare staff will investigate.
9. At that point Kiki's Kare's staff learned through other Kiki's Kare caregivers who were at Dr. Grist's house said there was a recording device in the cabinet that has been recording all of the caregivers.

10. On May 27, 2021, staff from Kiki's Kare brought Kerri McCreary in for an interview concerning the allegations Stacey Grist made. Three Kiki's Kare staff members were in the meeting with Kerri McCreary. The male staff member led the conversation, and he started by ensuring Kerri McCreary that we were on her side, so it was best for her to tell us exactly what occurred between her and Dr. Grist. McCreary admitted that Dr. Grist has made moves towards her many times and that it's made her very uncomfortable but that she didn't tell the office because she hoped it would end. McCreary stated that Dr. Grist tried to kiss her multiple times but that it was normal for him to kiss the ladies on the forehead or hand. However, she did say that he has kissed her on the mouth multiple times but with no tongue. McCreary also stated that on the overnight shift, she sat in his bed 2-3 times only to get him to go to sleep and then she would leave the room. Even when he fell asleep, he would wake back up to come and find her. She mentioned that she got on top of him once but that she did not have sex with him. She said she was extremely uncomfortable but thought it would make him go to bed. She said multiple times that she did not tell the office because she was very embarrassed.
11. Kiki's Kare terminated McCreary the same day after the interview and Kiki's Kare reported the incident to DHEC and the Greenville County Sheriff's Department.
12. Brandon Cupstid, Director of Operations for Kiki's Kare, called the Greenville County Police Department. Brandon spoke with Deputy Wilson. Deputy Wilson specifically asked for the birthdates, addresses, and names of both Dr. Stanford Grist and Kerri McCreary. Deputy Wilson asked where the video in question was and if this video was in our possession. Brandon explained that we did not have the video in our possession. Deputy Wilson said to file a report or place charges on someone, concrete evidence is needed. He

said the family of Dr. Grist would need to call the deputy's office to bring forth a police report and charges. He said the family doesn't need to give Kiki's Kare the video because Kiki's Kare are a third party at this point, in relation to McCreary, because she was terminated. Per SC DHEC Regulations, any allegation of abuse, neglect, or exploitation of a client must be reported to Adult Protective Services. Cupstid called DHEC on Friday, July 2nd to make an adult referral. He spoke with a lady from the claims department and information from the claim was to be reviewed and a representative from Adult Protective Services will be in touch if there is enough information to move forward. To my knowledge, Kerri Burnett was a part-time nursing student at Greenville Tech. She did not have an active CNA on file or in the SC CNA Registry. Erin Couchell did call and leave a message for someone in Board of Nursing to call Cupstid back so she could file a complaint. Erin Couchell was to update Tracy Parsons as soon as she received any information regarding the reporting agencies.

13. There was a second unfounded allegation made by Plaintiffs that we over prescribed medication. This is wholly inaccurate. Kiki's Kare is not a physician nor is it a hospital. It does not nor has it ever prescribed medications. Any medications that a Kiki's Kare client is supposed to receive is locked in a lockbox. A Kiki's Kare nurse reviews physician prescribed medications as puts the medication in a weekly pill case and the medication is given pursuant to physician orders.
14. Lastly, Plaintiffs have falsely accused Kiki's Kare caregivers of physically assaulting Dr. Grist. Admittingly, I was caught off guard when I heard this allegation.
15. To support their allegations of physical abuse, Plaintiffs point to a single video where it is not possible to see Dr. Grist, but it is possible to hear him screaming in the background. It

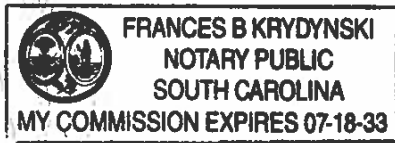
is not possible to see any instance of physical abuse. The Kiki's Kare employee involved in the altercation never reporting the incident most likely because he did not feel it rose to a reportable incident.

16. Dementia is a very sad disease and many people who have not been around individuals who have it do not understand the behavior of those affected.
 17. At times individuals with dementia are easily agitated and oftentimes go into fits of rage.
 18. This was the case with Dr. Grist while he was in Kiki's Kare care for eighteen months according to individual caregivers who cared for Dr. Grist.
 19. Examples of Dr. Grist's behavior includes but is not limited to: 1) becoming very agitated when male caregivers were assigned to him; 2) only preferring female caregivers; 3) falling a lot; 4) opening his front door and getting lost in his yard; 5) lashing out over things that did not occur; 6) welding knives at caregivers; 7) touching female caregivers inappropriately; and 8) lashing out with rage and threats at caregivers for no reason.
 20. After reflecting about Kiki's Kare of Dr. Stanford Grist, I am sorry that the incident with Ms. McCreary occurred, but I feel that Kiki's Kare did not ignore the situation and acted appropriately by reporting the incident to law enforcement and appropriate licensing authorities.
 21. Kiki's Kare had no information or knowledge that Ms. McCreary had any proclivity to be in a sexual relationship with clients. Certainly, nothing in her background check suggested the same. Of course, we would never have hired Ms. McCreary or placed him with Dr. Grist if we knew the sexual incident would have taken place.
- FURTHER AFFIANT SAYETH NOT.

BY: Chris Couchell
Chris Couchell

SWORN TO AND BEFORE ME
THIS 9th day of September, 2024

Frances B Krydynski
Notary Public for South Carolina
My Commission Expires: 07-18-33



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-CP-23-04055

Plaintiffs,)
)

MOTION TO ALTER OR AMEND

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.)
_____)

Plaintiffs, Stacey Grist as Agent under a Power of Attorney for Stanford W. Grist (hereinafter, "Plaintiffs"), by and through her undersigned counsel, hereby files this Motion to Alter and/or Amend the Court's September 11, 2024 Order, denying Plaintiff's Motion to Stay pursuant to Rule 59 of the South Carolina Rules of Civil Procedure. A supporting memorandum will be submitted in advance of the hearing, however, the basis of Plaintiff's Motion is rooted in notions of judicial economy and lack of prejudice to the Defendants.

WHEREFORE, Plaintiff respectfully requests this Court alter or amend its September 11, 2024, Order granting Motion to Stay.

Respectfully submitted,

TRULUCK THOMASON, LLC

S/Devon M. Puriefoy

Devon M. Puriefoy

SC Bar No.: 102097

3 Boyce Avenue

Greenville, SC 29601

Phone: 864-33-1751

devon@truluckthomason.com

Attorney for Plaintiff

Dated this

23rd day of September 2024.

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 DEFENDANT TRACY PARSONS' MOTION FOR SUMMARY JUDGMENT

TO: THE PLAINTIFFS AND THEIR ATTORNEYS, KIMBERLY T. THOMASON, ESQUIRE AND DEVON M. PURIEFOY, ESQUIRE

YOU WILL PLEASE TAKE NOTICE that Defendant Tracy Parsons ("Ms. Parsons"),¹ through her undersigned counsel, hereby moves for summary judgment on all claims asserted against her in the Second Amended Complaint. This motion is made pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, as well as other applicable law, and on the basis that there is no genuine issue as to any material fact that will entitle the Plaintiffs to a verdict against Ms. Parsons. Accordingly, Ms. Parsons is entitled to judgment as a matter of law.

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

The grounds for this motion include but are not necessarily limited to: (1) Ms. Parsons is immune from civil liability arising out of her service as a court-appointed guardian; and (2) the record does not support the Plaintiffs' claims against Ms. Parsons.

This motion is supported by the pleadings in this action, the memorandum of law that will be subsequently submitted, any affidavits which may be subsequently submitted, all applicable statutes and case authority, all completed discovery, the applicable Rules of Civil Procedure, and such other evidence and authority as the court may find acceptable.

The undersigned counsel certifies, pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, that there is no duty of consultation on motions for summary judgment and that, in any event, a consultation would serve no useful purpose.

s/Curtis W. Dowling

CURTIS W. DOWLING, S.C. BAR #6493
MATTHEW G. GERRALD, S.C. BAR #76236
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October 4, 2024

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,

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

Plaintiffs,

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

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.

PLEASE TAKE NOTICE that, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendants Jennifer Browning and Browning Geriatrics Consulting, LLC hereby move the Court for an order granting summary judgment in their favor as to all of the Plaintiffs' causes of action.

The grounds for this motion include, but are not limited to, the Defendants' right to immunity from civil liability arising out of their service as court-appointed guardian ad litem, and the lack of any testimonial or documentary support for the Plaintiffs' claims against these Defendants.

This motion will be based upon the pleadings, depositions, affidavits, discovery, applicable common and statutory law, and any other documents, including a supporting legal memorandum, which may be filed or submitted prior to the hearing on this motion.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III

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October 10, 2024
Greenville, South Carolina