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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

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

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

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

v.

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

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

**RECORD ON APPEAL
VOLUME III**

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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 MEMORANDUM
IN SUPPORT OF 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.

This matter is currently before the Court on the Motion of the Defendants, Jennifer Browning and Browning Geriatrics Consulting, LLC (hereinafter "Browning" or "these Defendants"). These Defendants move for summary judgment on the ground that there is no genuine issue as to any material fact and that they are entitled to judgment as a matter of law, as the Defendants are entitled to immunity and the Plaintiffs have failed to produce evidence or testimony to support their causes of action against these Defendants.

PROCEDURAL HISTORY

This litigation has been ongoing for over two years. The Plaintiffs initially filed a Summons and Complaint in the Greenville County Court of Common Pleas on August 1, 2022. On August 15, 2022, the Plaintiffs filed an Amended Complaint. These Defendants filed an Answer to the Amended Complaint on September 14, 2022, denying all allegations. Ultimately, the Plaintiffs filed a Second Amended Complaint on January 29, 2024, to which these Defendants filed an Answer, again denying all allegations.

After several years of litigation, including extensive discovery, the case is on the trial docket for December 9, 2024. This motion is thus ripe.

FACTUAL BACKGROUND

This civil lawsuit arises out of probate matter involving many of the Defendants, as well as Dr. Stanford W. Grist (hereinafter “Dr. Grist”). On or about July 13, 2020, Priscilla Mickie Grist (hereinafter “Mickie Grist”), one of Dr. Grist’s three daughters, filed an *Ex Parte* Petition for Finding of Incapacity and Appointment of Guardian and/or Conservator in the Greenville County Probate Court (hereinafter “the probate court”). Sherry Dykes, the litigation specialist for the probate court, contacted Jennifer Browning, a well-known and respected professional guardian and counselor, to inquire of her willingness and ability to serve as guardian ad litem for Dr. Grist. Browning agreed to do so. On July 15, 2020, Judge Debora Faulkner issued an order appointing Mickie Grist as Temporary Guardian and Jennifer Browning as Guardian Ad Litem pursuant to S.C. Code Ann. Section 32-5-106. Additionally, on July 27, 2020, the probate court appointed Heather Scalzo as Dr. Grist’s attorney.

Upon her appointment as guardian ad litem, Browning interviewed all of the family members, as well as several of the attorneys who were already involved. She also interviewed Dr. Grist on August 18, 2020 and September 2, 2020.

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

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

Pursuant to statute, Browning submitted a Guardian Ad Litem Report on January 29, 2021, which is attached hereto as Exhibit "B." In that report, she outlined for the Court Dr. Grist's current care and treatment needs, as well as potential future care and treatment needs. She

explicitly noted that the goal was for Dr. Grist to remain in his residence with 24/7 caregivers as long as home-care remained safe. She also outlined the rights and powers that she recommended Dr. Grist retain. Browning also recommended that Parsons continue to serve as temporary guardian, noting that “she has done an excellent job as the temporary guardian in this matter and would be the most appropriate person to serve.” With respect to a conservator, Browning recommended that the court appoint a third-party professional conservator “due to the family discord and conflict.”

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

In January of 2022, the order appointing Parsons as temporary guardian expired. On April 7, 2022, Browning submitted an Addendum to Guardian Ad Litem Report, attached hereto as Exhibit “C.” She noted that she had conducted a wellness visit of Dr. Grist at his home on March 30, 2022. She attached to the report an email from Chris Couchell, the owner of Comfort Keepers, related to concerns about Dr. Grist’s care and reporting. She concluded, “I am concerned that there is not a temporary guardian in place to look out for his best interest, caregivers, medications,

health care needs, therapy, and any additional emergency or urgent matters,” and recommended a third-party professional be reappointed. The probate court issued an order on April 20, 2022 extending Parsons as temporary guardian for an additional 120 days.

Browning submitted a final Addendum to Guardian Ad Litem Report on August 11, 2022, attached hereto as Exhibit “D.” She expressed concerns about the lack of durable medical equipment in the home following a recent hospitalization, as well as caregivers’ failure to wear masks during Covid. In the report, Browning also expressed concerns about an apparent change in care-givers, as well as costs associated with that change.

On August 25, 2022, Browning filed a Motion to be Relieved as Guardian Ad Litem, which was granted.¹

PLAINTIFFS’ ALLEGATIONS

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

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

Per the Second Amended Complaint, on February 19, 2019, Dr. Grist amended his durable

¹ The GC case in probate court included numerous additional motions and orders which are not captured here as they are not germane to these Defendants.

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

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

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

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

The Plaintiffs contend that while Ms. Browning was serving as GAL, she was in contact

with Mickie and/or her attorneys at least 34 times, but only contacted Stacey twice.² *Second Amended Complaint Para 39.*

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

The Plaintiffs also allege that “in support of Ms. Browning’s belief that Ms. Parsons’ guardianship needed to be extended, Ms. Browning presented to the Court with an email dated March 25, 2022, approximately two weeks before the hearing to remove Tracy Parsons, which purports to be an email from Chris Couchell of Comfort Keepers. In this correspondence Mr. Couchell seemingly attempts to provide evidence in support of Comfort Keepers’ ongoing care, citing that Dr. Grist has wielded knives, has previously made threats to employees, and has also threatened self-harm.” *Complaint Para 47.* The Complaint also states Browning submitted a letter to the court referencing “numerous falls that Dr. Grist had suffered,” leading to the Court extending Parsons’ guardianship. *Complaint Paras 48-49.* The Plaintiffs claim that “it became abundantly clear that none of the conduct noted by Ms. Browning actually occurred, but rather, was fabricated.” *Second Amended Complaint Para 50.*

The Plaintiffs also allege that an internal investigation by Comfort Keepers and Parsons revealed that Comfort Keepers employee Kerry McCreary “admitted . . . that she had performed

² It should be noted that Mickie Grist was serving as the temporary guardian at the time of Browning’s appointment as GAL and had very little concept of her role and how to fulfill it. Additionally, Stacey Grist instructed Browning to communicate with her through counsel, which she did.)

numerous sexual acts on Dr. Grist.” *Second Amended Complaint Para 51*. The Complaint states that Parsons failed to report the incident to the Court.

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

The Complaint also includes a cause of action for negligent hiring, training and supervision as it relates to Comfort Keepers. Specifically, the Plaintiffs claim that Ms. Browning had a duty to supervise and properly hire workers for Dr. Grist. *Second Amended Complaint Para 73*. They claim that the Defendants breached the duty of care by failing to ensure that Dr. Grist was not exposed to injurious behavior; in allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner; in failing to ensure that Dr. Grist was safe while in Ms. McCreary’s presence; in ignoring Ms. McCreary’s known predilections toward sexual misconduct and abuse; in failing to shield Dr. Grist from dangerous conditions, situations and individuals; in failing to warn about Ms. McCreary’s sexual proclivities; in failing to shield Dr. Grist from dangerous conditions, situations, and individuals, including predators such as Ms. McCreary; in failing to warn Plaintiff about Ms. McCreary’s sexual proclivities; in failing to supervise Ms. McCreary; in failing to take steps to report to civil or criminal authorities related to the abuse; and in failing to exercise due care for the safety and well-being of Dr. Grist. *Second Amended Complaint Para 74*.

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

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

The Plaintiffs also claim that Browning violated the South Carolina Unfair Trade Practices Act. Specifically, they allege that the Defendants "gained control over Dr. Grist illegally and billed

him improperly,” charging him “astronomically higher rates than similar companies or persons.”
Second Amended Complaint Para 98.

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

ARGUMENT

Summary judgment is appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Baird v. Charleston County, 333 S.C. 519, 529, 511 S.E.2d 69, 74 (1999). In determining whether any triable issues of fact exist, the trial court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. Manning v. Quinn, 294 S.C. 383, 386, 365 S.E.2d 24 (1988). Although the burden is on the party seeking summary judgment, the non-moving party must make a showing sufficient to establish the existence of an element on which it will bear the ultimate burden of proof at trial; otherwise, the failure of proof concerning an essential element of the case necessarily renders all other facts immaterial. Celotex Corp. v. Catrett, 477 U.S. 317, 322, 106 S. Ct. 2548, 2552, 91 L. Ed. 2d 265 (1986).

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

claiming additional facts supporting the cause of action.” Hammond v. Scott, 268 S.C. 137, 143, 232 S.E.2d 336, 339 (1977).

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

ARGUMENT

I. Browning is afforded quasi-judicial immunity related to her service as court-appointed guardian ad litem.

It is an uncontroverted fact that Browning was appointed by order of the probate court to serve as guardian ad litem for Dr. Grist. She was the court-appointed guardian ad litem for the entirety of her involvement with Dr. Grist. These Defendants are entitled to quasi-judicial immunity related to the performance of Browning's duties as guardian ad litem for Dr. Grist. Fleming v. Asbill, 326 S.C. 49, 483 S.E.2d 751 (1997).

In Fleming, the Court considered whether a court-appointed guardian ad litem in a child custody suit was immune from negligence claims for those acts performed within the scope of her appointment. The Court held, “Case law from other jurisdictions, as well as strong policy reasons, convince us that guardians ad litem in private custody actions should be entitled to immunity.” Id at 55. In fact, the Court found that the immunity extended to guardians at litem “is an absolute

quasi-judicial immunity. Id at 57. The Court explained its reasoning:

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

Id. The Court, however, limited that immunity to those acts within the scope of the guardian ad litem's duties, and stated that it would not extend, for example, to a guardian who abuses a child. Id at 56.

Accordingly, these Defendants are entitled to absolute quasi-judicial immunity for all of actions as guardian ad litem for Dr. Grist.

A. These Defendants have immunity as to the Plaintiffs' negligence claims.

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

S.C. Code Ann. Section 62-5-106 summarizes the responsibilities of a court-appointed guardian ad litem. They are broad. The responsibilities include acting within the best interest of the alleged incapacitated individual, obtaining and reviewing documents, interviewing the parties, discerning the alleged incapacitated individual's interests, contacting the Department of Social

Services to facilitate investigations, filing reports of the guardian ad litem, and advocating for the best interests of the alleged incapacitated individual by making specific recommendations regarding resources, the appropriateness of a guardian or conservator, and any limitations to be imposed. It should be noted that the role of the guardian ad litem is distinct from that of the guardian. These positions are not duplicative. One does not find in the statute that the guardian ad litem is responsible for the alleged incapacitated individual's "health, wellbeing, and safety." That, in fact, is the responsibility of the guardian- not the guardian ad litem. However, assuming, *arguendo*, that Browning was in fact responsible, and that she failed in those responsibilities, she would still be entitled to immunity for those failures.

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

As to the allegations related to Dr. Grist's behavior, Browning was rarely at Dr. Grist's residence, as this falls well outside of the scope of her duties. Instead, she relied upon the reports of Parsons as guardian, as well as information directly from Comfort Keepers, over whom she lacked control. The Plaintiff herself admitted that because Browning was not in the home to witness interactions with Dr. Grist, it would be reasonable for her to rely upon reports of others regarding his behavior. (Grist Depo P. 192, ll. 14-23.) All of the information contained within

Browning's reports to the Court was based upon information provided by third parties. To the extent that contemporaneous documentation related to falls or Dr. Grist's threatening behavior does not exist, that is beyond Browning's control. However, to wit, there is in fact documentary evidence to support Browning's reports regarding Dr. Grist's behavior, as well as his falls. Additionally, Ann Crippen, a witness hostile to the collective Defendants, corroborated Browning's reporting in her own deposition.

With respect to Browning's reporting concerns related to Dr. Grist, reporting was part of her job and within the scope of her services pursuant to S.C. Code Ann. Section 62-5-106. In her report of April 7, 2022, attached as Exhibit "C," Browning simply attached an email from Chris Couchell, owner of Comfort Keepers, who shared concerns about Dr. Grist. In that email, Mr. Couchell shared that a caregiver reported that Dr. Grist had made sexual advances, that he had thrown a coffee cup at her, that he had tried to leave and jump the gate, and he had made threats.³ This email by Mr. Couchell is supported by contemporaneous emails by his staff, attached hereto as Exhibit "E." Additionally, Ann Crippen, one of Dr. Grist's caregivers who is hostile toward the Defendants, corroborated that Dr. Grist had been aggressive and struck another caregiver. (Crippen Depo at P. 71, ll. 1-8.) She also "might have heard through the grapevine" that Dr. Grist had thrown a coffee cup at another caregiver. (Crippen Depo at P. 71, ll. 21-24.) Browning did not make these allegations, but instead simply relayed information from Couchell to the Court. They appear to be true. However, to the extent that information was untrue, which is unlikely, sharing that information with the Court was her job as guardian ad litem. Thus, she did not fabricate anything- she did her job, for which she is entitled to immunity.

³ In her deposition, Stacey Grist testified that she does not contend that this email contains anything untrue. (Grist Depo P. 179, ll. 3-15.)

With respect to Browning submitting a letter to the Court which referenced numerous falls, again, that was her job. Moreover, as evidenced by the reports and emails collected in Exhibit “F,” Dr. Grist did have multiple documented falls, including one for which EMS had to be called. Additionally, Ann Crippen testified that Dr. Grist fell one time that she witnessed. (Crippen Depo at P. 68, ll. 3-7.) Even had Browning referenced falls, plural, in error, and there had been only a single fall, that is simply a mistake in reporting, which again, is within the scope of her duties as guardian ad litem, for which she has immunity.

While, again, the specifics of the Plaintiffs’ allegations are unclear, they seem to criticize Browning’s recommendations to the probate pertaining to Dr. Grist, including her recommendation that Parsons serve as a neutral guardian. A guardian ad litem’s recommendations to the Court are explicitly protected and immune from attacks such as the Plaintiffs’. “A recommendation by the guardian ad litem, no matter how disagreeable to one of the parties, will not sustain an action against the guardian.” Falk at 288. These Defendants are clearly immune from any accusation that Browning’s recommendations to the Court amount to negligence.

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

B. These Defendants have immunity as to the Plaintiffs’ negligent hiring/training/supervision claims.

The Plaintiffs contend that Browning, along with other Defendants, was negligent with respect to hiring, training and/or supervising Kerry McCreary, a Comfort Keepers employee who allegedly sexually assaulted Dr. Grist while providing home-sitting services to him. Specifically, the Plaintiffs claim that these Defendants breached the duty of care by failing to ensure that Dr.

Grist was not exposed to injurious behavior; in allowing Comfort Keepers employees to groom, harass, exploit, and abuse Dr. Grist in a sexual manner; in failing to ensure that Dr. Grist was safe while in Ms. McCreary's presence; in ignoring Ms. McCreary's known predilections toward sexual misconduct and abuse; in failing to shield Dr. Grist from dangerous conditions, situations and individuals; in failing to warn about Ms. McCreary's sexual proclivities; in failing to shield Dr. Grist from dangerous conditions, situations, and individuals, including predators such as Ms. McCreary; in failing to warn Plaintiff about Ms. McCreary's sexual proclivities; in failing to supervise Ms. McCreary; in failing to take steps to report to civil or criminal authorities related to the abuse; and in failing to exercise due care for the safety and well-being of Dr. Grist. *Second Amended Complaint Para 74.*

First and foremost, Browning did not hire, train or supervise McCreary. Browning had no involvement whatsoever with McCreary. Browning did not know McCreary and McCreary did not know Browning. (McCreary Depo p. 97, ll. 3-6). When asked whether she recalled ever having any conversation or interaction with Jennifer Browning, McCreary not only testified that she did not, she further testified, "I don't know who that is." (McCreary Depo p. 57, ll. 16-20.) Additionally, McCreary testified that she never had any conversations with Browning about her sexual preferences or sexual interactions with Dr. Grist. (McCreary Depo p. 97, ll. 10-13, P. 98, ll. 8-11.) Stacey Grist, the Plaintiff, admitted in her deposition that she is not aware of any evidence that Browning hired McCreary, knew McCreary, or was aware of McCreary's "history of abuse, sexual or otherwise." (Grist Depo at P. 174, l. 15 – P. 175, l. 25.) Stacey Grist likewise acknowledged that prior to the report of the McCreary incident, Browning was never made aware of any concerns related to Comfort Keepers. (Grist Depo at P. 199, l. 25 – P. 200, l. 4.) There is

absolutely zero evidence that supports that Browning was involved in hiring, training or supervising McCreary, that she had a duty to do so, or that she was aware of McCreary's "sexual proclivities."

To the extent that the Plaintiffs argue that Browning was negligent in failing to supervise and then report the alleged sexual abuse by McCreary, the police were notified and investigated. Browning did not report the incident to the probate court; however, doing so would fall within the scope of her duties under S.C. Code Ann. Section 62-5-106. With respect to the failure to report the alleged assault, Stacey Grist testified in her deposition that "it was [Browning's] job to bring it to the Court," acknowledging that her complaint of Browning pertains to a failure to act which falls within the parameters of her service as guardian ad litem. (Grist Depo P. 198, l. 22 – p. 199, l. 2.) Thus, assuming that Browning should have reported the alleged incident to the probate court, and that failing to do so was negligent, which is denied, Browning is immune as it relates to the failure to report, just as she is immune from the claim that she was negligent in hiring, training and supervising McCreary. These Defendants are thus entitled to summary judgment as to the negligent hiring, training and supervising cause of action.

II. The Plaintiffs' cause of action for abuse of process must fail as there is no evidence to support such a claim against these Defendants.

The Plaintiffs have concocted a wild theory that Browning, for reasons unexplained, set out to "aid and abet" Mickie Grist and Caroline Lyon, people whom Browning had never met prior to being appointed by the Court, to "exercise control over Dr. Grist." *Second Amended Complaint Paras 83 and 86*. Not only is this false, the Plaintiffs have not produced a shred of evidence or a line of testimony to support these outrageous claims.

Abuse of process is the "employment of legal process for some purpose other than which it was intended by law to effect- the improper use of a regularly issued process." Huggins v. Winn-

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

Simply put, Browning was appointed by the Court to serve as guardian ad litem for Dr. Grist. She did not play favorites. Her duty was to Dr. Grist and she performed her duties well. She did not know Dr. Grist or any of the other parties to the action. She did not initiate the action. She simply responded to an inquiry by the probate court as to whether she would agree to serve.

If her appointment was contrary to Dr. Grist's previously executed estate documents, that is an issue for the probate court, not Browning. It is not incumbent upon Browning, as a non-attorney, to analyze and evaluate complicated estate documents to evaluate whether her appointment as guardian ad litem is consistent or contrary to the estate documents. Her duty, instead, is to fulfill the role which the probate court has ordered her to fulfill. Assuming that the action was contrary to the estate documents, again, she did not initiate the action. She had no purpose, certainly not an ulterior one, other than to serve Dr. Grist.

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

In sum, the Plaintiffs cannot produce any evidence or testimony to support any of the elements of an abuse of process claim against Browning. Additionally, she enjoys quasi-judicial

immunity against an abuse of process claim given that all of her actions were within the scope of her role as the guardian ad litem. Accordingly, the Plaintiffs' abuse of process cause of action against these Defendants must fail.

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

The Plaintiffs have created out of whole cloth a claim of civil conspiracy against all of the Defendants, including Browning. Simple stated: it is a fraud on the parties and the Court. The Plaintiffs claim that the Defendants contrived a plan to exploit money from the Plaintiffs, to change Dr. Grist's estate documents, to use Dr. Grist's funds for their own personal gain, to gain control over Grist, and to name Comfort Keepers as Dr. Grist's in-home care giver in direct violation of the estate documents. *Second Amended Complaint Para 91*. There is no evidence that any of the Defendants, including Browning, conspired with one another in any form or fashion as alleged by the Plaintiffs. Zero. Zilch. Nada. Instead, Browning was simply doing her job as a court-appointed guardian ad litem for Dr. Grist.

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

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

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

The Plaintiffs have failed to produce or identify a single piece of evidence or testimony to establish that Browning and the Defendants did anything other than appropriately communicate and correspond with one another related to the probate matter and Dr. Grist's care. All communications by Browning to the other parties were appropriate and consistent with Browning's statutory duties and responsibilities. There is no evidence of any agreement between Browning and any other party outside of the normal course of business with this type of probate matter.

In addition to the requirement that a plaintiff provide actual evidence to support the combination or agreement of the parties to the conspiracy, the plaintiff must also prove that the parties conspired to commit an unlawful act or a lawful act by unlawful means, together with the commission of an overt act in furtherance of the action. To be actionable, the primary purpose or object of an alleged conspiracy must be to injure the Plaintiff. Benedict College v. Nat'l Credit Sys., 400 S.C. 538, 735 S.E.2d 518 (Ct.App. 2012).

There has been no unlawful act or lawful act by unlawful means, nor is there evidence of commission of an overt act in furtherance of the action. Again, Browning was appointed *by the court* to serve as the guardian ad litem. She did not volunteer. She did not contact the court or the parties and ask whether she could serve. The court, instead, requested that she consider serving. She agreed to do so. She did her job. Doing one's job as guardian ad litem is certainly not an unlawful act. Nor did Browning serve as guardian ad litem by unlawful means. She did not participate or contrive a plan to exploit money from the Dr. Grist's estate. She did her job and was paid for doing her job. She did not contrive a plan to change Dr. Grist's estate documents⁴. She did her job and never petitioned the court to challenge or change Dr. Grist's estate documents. She

⁴ Stacey Grist testified that she is not aware of Browning ever seeking to change estate documents and that the estate documents have not been changed. (Grist Depo. P. 209, ll. 11-15.)

did not contrive a plan to use Dr. Grist's funds for her own gain. She did her job, for which she was paid. She did not contrive a plan to gain control over Grist. She did her job, repeatedly recommending that a neutral, *rather than any family member, including Mickie Grist or Caroline Lyon*, serve as guardian or conservator. Finally, Browning did not name Comfort Keepers as in-home care giver in violation of the estate documents. She did her job, recommending an in-home care giver that she was familiar with which she thought would provide reasonable and necessary services to Dr. Grist.

In common parlance, Browning had no skin in this game. Browning did not have a motive or reason to favor some family members over others. She had no reason to attempt to change or circumvent Dr. Grist's estate documents to benefit Mickie Grist or Caroline Lyon. There does not exist any motivation for her to "contrive a plan to gain control over Dr. Grist." There would be no theoretical "gain" to Browning for doing so. The Plaintiffs' theory of the case as to Browning simply does not make sense and is completely devoid of supporting evidence.

In sum, the Plaintiffs cannot produce any evidence or testimony to establish the necessary elements of conspiracy because that evidence does not exist. Browning is thus entitled to judgment as a matter of law as to the conspiracy cause of action.

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

The Plaintiffs allege that these Defendants violated the South Carolina Unfair Trade Practices Act (hereinafter "SCUTPA") by gaining control over Dr. Grist "illegally," billing him improperly, and charging him "an astronomically higher rate than similar companies and/or persons." Like the other causes of action, the Plaintiffs have no evidence to support their allegations.

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

With respect to the first element of a SCUTPA claim, an act is “unfair” when it is offensive to public policy or when it is immoral, unethical, or oppressive. An act is “deceptive” when it has a tendency to deceive. Id. (citing Health Promotion Specialists, LLC v. S.C. Bd. of Dentistry, 403 S.C. 623, 743 S.E.2d 808 (2013)). A mere showing that a company’s representative was negligent or incompetent does not amount to a showing of a deceptive act or practice. Clarkson v. Orkin Exterminating Co., 761 F.2d 189, 191 (4th Cir. 1985). Indeed, where there is no evidence that an actor knew information to be false, the act is not unfair or deceptive. Washington Mut. Bank, FA v. Hiott, No. 2006-UP-329, 2006 WL 7286775 (S.C. Ct. App. Sept. 19, 2006) (unpublished) (no evidence supporting that bank employee knew loan application contained false information).

The Plaintiffs contend that Browning violated SCUPTA by attempting to gain control over Dr. Grist illegally and billing him improperly, charging him an astronomically higher rate than others. The Plaintiffs have no proof to support this allegation and it is patently untrue. Again, Browning was appointed by the probate court; she did not attempt to gain control over Dr. Grist illegally. Her appointment as guardian ad litem was both appropriate and necessary, and was *ordered by the court*. Browning charges a set rate for all court-appointed cases. Browning submits a schedule of fees to the probate court on an annual or near-annual basis. The probate court has

approved her schedule of fees every time she has submitted it. The rate that Browning charged for Dr. Grist's probate matter was not only consistent with the schedule of fees and approved by the court ahead of time, but it was also the same rate charged on the other probate matters on which she worked during the same timeframe. While it may be true that Browning's rate is higher than some other professional guardians, she has over 30 years of experience and is regarded as one of the most experienced and sophisticated guardians in the Upstate.⁵ Additionally, at the final hearing for every probate matter, Browning submits a fee affidavit, which is considered by all parties, and if uncontested and deemed appropriate by the Court, is incorporated into the probate court's final order. In other words, Browning is only paid if the probate court says she is paid. This practice could not possibly be deceptive or unfair- it is completely transparent and consistent. Thus, Browning's billing practices could not possibly amount to a SCUTPA violation.

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

V. A cause of action for violation of the Power of Attorney Act does not exist.

The Plaintiffs have sued Browning for violation of the South Carolina Uniform Power of Attorney Act, contending that Dr. Grist executed a durable power of attorney naming Stacey Grist as his agent and that the Defendants "refused to accept" the durable power of attorney. *Amended Complaint Paras 123-124*. There does not appear to be any case law in South Carolina recognizing a private cause of action for violation of the Power of Attorney Act. Accordingly, this cause of action should be dismissed.

⁵ We as attorneys know and appreciate that some attorneys are able to charge higher hourly fees than others. That does not make it an unfair trade practice.

However, assuming, *arguendo*, that such a cause of action exists, Browning never “refused to accept” Dr. Grist’s previously executed power of attorney. While growing both repetitious and tedious, again, Browning was appointed by the probate court as guardian ad litem. She did not challenge the prior power of attorney. She did not serve as power of attorney. She did the job that she was asked to do- serve as guardian ad litem for Dr. Grist.

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

These Defendants submit that a private cause of action for violation of the Power of Attorney Act does not exist, and even if it does, there is no evidence to support the contention that Browning violated the Act; thus, summary judgment is appropriate.

CONCLUSION

It is axiomatic that a plaintiff must have actual evidence, not a theory formed out of whole cloth, to support a lawsuit in South Carolina. The Plaintiffs have no evidence to support any of the causes of action brought against Browning. Additionally, Browning enjoys broad immunity for her actions taken while serving as Dr. Grist’s guardian ad litem. As such, all cause of action brought against her should be dismissed pursuant to SCRCP 56.

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/ Fred W. "Trey" Suggs III

Fred W. "Trey" Suggs III, SC Bar No. 70222

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Greenville, SC 29603

Phone: 864-349-2600

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**Attorney for Defendants Jennifer Browning and
Browning Geriatrics Consulting, LLC**

October 11, 2024
Greenville, South Carolina

Exhibit A



FILED
JUL 29 2020
GREENVILLE COUNTY
PROBATE COURT

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE PROBATE COURT
CASE NUMBER 2020GC230008

IN THE MATTER OF:

STANFORD W. GRIST
An Alleged Incapacitated Individual(A.I.I)

Date: July 29, 2020

Preliminary report of the GAL, Jennifer Browning

This report serves as a preliminary report to inform the court of my current findings in the matter of Stanford W. Grist. Information is still pending the final completion of the GAL report.

The following persons have been interviewed and or documents reviewed:

1. Pleadings on the matter of Stanford W. Grist dated 7/13/20
2. Durable Power of Attorney of Stanford W. Grist 6/11/13.
3. Physician's affidavit for Emergency or Temporary Proceedings for Dr. Absher dated 6/29/20.
4. Affidavit of Priscilla Mickie Grist dated 7/13/20.
5. Affidavit of the Proposed Guardian dated 7/21/20.
6. Ex Parte Order for Emergency Relief and Notice of Hearing dated 7/15/20.
7. Notice of Motion and Motion for emergency order's Dissolution or Modification dated 7/28/19. Exhibits A, B, C, D, E.
8. Individual interview via telephone with Ms. Priscilla Mickie Grist on 7/16/20.
9. Individual interview via telephone with Mr. Neil Rabon on 7/23/20.
10. Individual interview via telephone with Mrs. Heather Scalzo on 7/21/20.
11. Individual interview via telephone with Mr. Tyler E. McLeod on 7/27/20 and 7/29/20.
12. Individual interview via telephone with Mr. Matthew Myers on 7/28/20.
13. Individual interview with Ms. Stacey Grist on 7/23/20.
14. Individual interview with Mr. Adam Lee on 7/29/20.
15. Individual interview with Ms. Theresa Horton on 7/29/20.

311 Mills Avenue, Greenville, SC 29605 Phone:864.233.5260 Fax: 864.240.9256

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16. Individual interview with Mr. David Vickery on 7/21/20.
17. Messages left for Mr. Robert Tisdale, DSS caseworker on 7/20/20, 7/23/20, and 7/26/20. I have not received a returned phone call.

After careful review of the submitted information and interviews with the involved parties, there is conflicting information on the current condition and living situation of Dr. Grist. Per my telephone conversation with Ms. Stacey Grist on 7/23/20, she informed me that she would not reveal the location or contact information for Dr. Grist. A wellness check was completed on 7/24/20 at approximately 8:30 PM by Greenville County Sheriff's Department. He was living with his ex-wife, Ms. Marilyn Grist at her residence. Per my conversation with Deputy Williams, Dr. Grist was alert and oriented and deemed to be safe. I have not met with Dr. Grist and will need the opportunity to meet with him prior to making a recommendation to the court. I have communicated with Mr. Lee on 7/29/20 and he informed me he would facilitate a visit with his client this week.

Should the court decide to appoint a temporary guardian in this matter, it would be in Dr. Grist's best interest to appoint a neutral guardian. There is significant conflict amongst the family members, and this would allow for objectivity and transparency for Dr. Grist.

Respectfully submitted,

Jennifer Browning, LISW-CP, ACCFC, C-ASWCM
Licensed and Certified Geriatric Care Manager
GAL for Stanford W. Grist

311 Mills Avenue, Greenville, SC 29605 Phone: 864.233.5260 Fax: 864.240.9256



Stan Grist 08/18/2020

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

IN THE PROBATE COURT
CASE NUMBER: 2020-GC-2300136 - 88

GUARDIAN AD LITEM REPORT

FILED

JAN 29 2021

**GREENVILLE COUNTY
PROBATE COURT**

The undersigned court-appointed Guardian *ad Litem* in this guardianship and/or protective proceeding submits the following report concerning the investigation which was conducted pursuant to S.C. Code Ann. §62-5-106.

DURING MY INVESTIGATION, I INTERVIEWED THE FOLLOWING INDIVIDUALS:

	NAME OF PERSON INTERVIEWED:	DATE OF INTERVIEW:	METHOD OF INTERVIEW (e.g. in person, by phone):
1.	Mr. Tyler Mcleod	7/27/20, 7/29/20	By phone
2.	Mrs. Tracy Parsons	Multiple calls, last on 1/28/21	By phone
3.	Mr. Hall Province	7/21/20, 7/28/20	By phone
4.	Mr. Matthew Myers	7/28/20	By phone
5.	Mr. Adam Lee	7/28/20, 1/26/21	By phone and email
6.	Mrs. Stacy Grist	7/23/20	
7.	Mrs. Priscilla Mickie Grist	7/21/20, 7/17/20, 7/18/20, 7/19/20	By phone
8.	Mrs. Heather Scalzo	7/21/20, 7/24/20, 8/18/20	By phone, email and in-person
9.	Mrs. Carolyn York Grist Lyon	7/21/20	By phone
10.	Mr. Neil Rabon	7/23/20	By phone
11.	Mrs. Theresa Horton	7/29/20	By phone
12.	Mr. David Vickery	7/21/20	By phone
13.	Mr. Robert Tisdale, DSS	7/20/20, 7/23/20, 7/26/20	By phone(messages left)

DURING MY INVESTIGATION, I REVIEWED THE FOLLOWING DOCUMENTS:

	TYPE OF DOCUMENT:	PROVIDER OF THE DOCUMENT:
1.	Pleadings on the matter of Stanford W. Grist dated 7/13/20	PAWS/Probate Court
2.	Durable POA of Stanford W. Grist dated 4/3/19 and 6/11/13	PAWS/Probate Court

3. Physician's affidavit for Emergency on Temporary Proceedings/Dr. Absher dated 6/29/20	PAWS/Probate Court
4. Affidavit of Priscilla Mickie Grist dated 7/13/20	PAWS/Probate Court
5. Affidavit of Proposed Guardian dated 7/21/20	PAWS/Probate Court
6. Ex Parte Order for Emergency relief and Notice of Hearing dated 7/15/20.	PAWS/Probate Court
7. Notice of Motion and Motion for emergency orders Dissolution or Modifications dated 7/28/20 Exhibits A, B, C, D, E	PAWS/Probate Court
8. Notice of Right to Counsel dated 9/18/20.	PAWS/Probate Court
9. Order Denying Motion for Emergency Relief and Hearing dated 9/23/20.	PAWS/Probate Court
10. Certificate of Mailing(Conservatorship) dated 9/30/20.	PAWS/Probate Court
11. Reply to counterclaims(Conservatorship) dated 12/2/20.	PAWS/Probate Court
12. Reply to counterclaim(Guardianship) and reply to Counterclaim(Conservatorship) dated 12/3/20	PAWS/Probate Court
13. Acceptance of Service dated 9/29/20	PAWS/Probate Court
14. Acceptance of Service dated 9/10/20	PAWS/Probate Court
15. Summons dated 9/10/20	PAWS/Probate Court
16. Dr. Mullins Psychiatric Competency Mini Mental Status Examination dated 9/23/20.	Mrs. Tracy Parsons
17. Answer and Counterclaim of Charlotte Grist Smith aka Charlotte Roxanne Grist	PAWS/Probate Court
18. Answer and Counterclaim(Conservatorship) of Charlotte Grist Smith aka Charlotte Roxanne Grist	PAWS/Probate Court
19. Notice of Motion and Motion for Emergency Orders/Dissolution or Modification Charlotte Grist Smith aka Charlotte Roxanne Grist for appointment for a Conservator dated 9/10/20	PAWS/Probate Court
20. Motion to Dismiss and Response to Motion for Temporary Relief for Stacy Desiree Grist dated 10/30/20	PAWS/Probate Court
21. Affidavit of Carolyn York Grist Lyon dated 9/10/20	PAWS/Probate Court
22. Answer of Counsel(Conservatorship) of Stanford W. Grist	PAWS/Probate Court
23. Dr. James W. Davis, MD Medical Note	

dated 9/16/20.

Mrs. Tracy Parsons

24. Motion for Dissolution on or Modification
Of Emergency Order for Stacy Desiree Grist
dated 7/29/20

PAWS/Probate Court

25. Criminal Background Check and Credit report
for Carolyn York Grist Lyon.

Traci Roberts

I. **REPORT ON ALLEGED INCAPACITATED INDIVIDUAL:**

1. Date and place of interview(s): 8/18/20, 9/2/20
2. Was the alleged incapacitated individual (A.I.I.) oriented to the time and place? ☐ YES ☒ NO
3. Describe the A.I.I.'s physical appearance: Dr. Grist appeared neat and clean. He was dressed appropriately for the time and season.
4. Who are the A.I.I.'s closest family members? Carolyn York Grist Lyon, sister, Stacy Desiree Grist, daughter, Priscilla Mickie Grist, daughter, Charlotte Roxanne Smith, daughter
5. Does the A.I.I. have a primary care physician or other treating medical provider? Yes, Galen Healthcare, Danielle Wong, NP
6. Does the A.I.I. have an attorney? ☒ YES ☐ NO
If yes, list the attorney's name, address, and phone number.
Mrs. Heather Scalzo, 414-B Greenville, SC 29601. (864) 331-0111. Mr. Adam Lee and Mr. Mike Bridges, 220 Howe St. Greenville, SC 29601. (864) 271-8171.
7. Please list any known medical diagnoses of the A.I.I. Neurologic Disease, Severe Cognitive impairment, Brain Tumor, and history of thyroid disease
8. What are the current care and treatment needs of the A.I.I.? Dr. Grist requires 24/7 supervision and assistance with all of his ADL's. He is incontinent of bowel and bladder. He requires transportation to scheduled medical appointments.
9. What are the future care and treatment needs of the A.I.I.? The goal at this time is for Dr. Grist to remain in his residence with 24/7 caregivers. If his home care becomes an unsafe situation for Dr. Grist and he is unable to remain in his residence, a secured dementia care unit would be appropriate.
10. The A.I.I. has been rated or found to be: (Check all that apply):
☐ Disabled;
☒ Mentally ill or incompetent:

- ☐ Chemically Dependent; or
- ☐ None of the above.

11. The A.I.I. would benefit from: *(Check all that apply):*

- ☐ Further education;
- ☐ Further training;
- ☐ Therapy or treatment;
- ☐ Medical aids or equipment;
- ☐ An operation or medical procedure(s);
- X Structural living arrangements;
- ☐ Psychiatric treatment; or
- ☐ None of the above.

12. Pursuant to S.C. Code Ann. §62-5-304A(A) and §62-5-407, as Guardian *ad Litem*, I believe that the A.I.I. should retain the following rights and powers:

(Check the rights and powers you recommend the A.I.I. should retain.)

- a. ☐ Marry or divorce;
- b. ☐ Reside in a place of the A.I.I.'s choosing, and consent or withhold consent to any residential or custodial placement;
- c. ☐ Travel without the consent of a guardian;
- d. ☐ Give, withhold, or withdraw consent and make other informed decisions relative to medical, mental or physical examination, care treatment, and therapies;
- e. ☐ Make end-of-life decisions including, but not limited to, a "do not resuscitate" order or the application of any medical procedures intended solely to sustain life and consent or withhold consent to artificial nutrition and hydration;
- f. ☐ Consent or refuse to consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment;
- g. ☐ Authorize disclosure of confidential information;
- h. ☐ Operate a vehicle;
- i. X Vote;
- j. X Be employed without the consent of a guardian;
- k. ☐ Consent to or refuse educational services;
- l. X Participate in social, religious, or political activities;
- m. ☐ Buy, sell or transfer real or personal property or transact business of any type including, but not limited to, those powers conferred upon a conservator under S.C. Code Ann. §62-5-422;
- n. ☐ Make, modify, or terminate contracts;
- o. ☐ Bring or defend any action at law or equity; and
- p. ☐ Other:

If necessary, please explain these recommendations. If additional space is needed, please use additional sheets and attach.

Dr. Grist is currently employed through his veterinary practice. He receives monthly income which is needed to pay for his care. He also receives other benefits such as insurance.

13. Is the A.I.I. capable of communicating, with or without reasonable accommodations, his or her wishes, interests, or preferences regarding the appointment of a guardian and conservator:

☐ YES ☒ NO If no, then proceed to **Section II**.

14. Does the A.I.I. think he or she needs help caring for himself or herself? ☐ YES ☐ NO

If yes, in what areas? What is the plan to provide care for himself or herself?

15. Does the A.I.I. think he or she needs help (i) managing his or her property or financial affairs, (ii) providing for his or her support, or (iii) providing support for his or her legal dependents? ☐ YES ☐ NO

If yes, in what areas? What is the plan of the A.I.I. to manage property, financial affairs support or legal dependents?

16. If a Petition for guardianship is pending, how does the A.I.I. feel about the proposed guardianship and the proposed guardian?

17. If a Petition for conservatorship is pending, how does the A.I.I. feel about the proposed conservatorship and the proposed conservator?

II. REPORT ON THE PROPOSED GUARDIAN:

(If there is not a Petition for Appointment of Guardian pending, proceed to **Section III**.)

18. Name of the proposed guardian:

Mrs. Tracy Parsons

19. Relationship of the proposed guardian to the A.I.I. Professional Guardian(temporary)

20. Is the proposed guardian currently a primary caretaker for the A.I.I.: ☐ YES ☒ NO

If no, who is? Comfort Keepers caregivers

21. What are the proposed guardian's long-term plans for the A.I.I.?

Mrs. Parsons has stated she would keep him in his residence with 24/7 care as long as his care needs are able to be met and he can remain safe. If it is no longer a safe situation, Dr. Grist would need to be placed in a secured Dementia care unit.

22. Upon review of the proposed guardian's criminal background check, do you have any concerns regarding the ability of the proposed guardian to serve in this role?

☒ NO ☐ YES If yes, please explain your concerns.

23. Has DSS ever investigated the proposed guardian?
☒ NO ☐ YES If yes, please explain the circumstances and provide any information the DSS record revealed that you believe the Court should know.
24. Did your investigation of the proposed guardian reveal anything that you believe the Court should know?
☒ NO ☐ YES If yes, please explain.
25. Do you believe the proposed guardian is an appropriate person to serve as guardian for the A.I.I. considering (i.) his or her geographic location, (ii.) his or her familial or other relationship, (iii) his or her ability to carry out the duties of the guardianship, (iv) his or her potential conflict of interests, (v) the wishes of the A.I.I., and (vi) the recommendations of the relatives of the A.I.I.? Provide a detailed response.
 Yes. Mrs. Parsons is well known to the Probate Court and has served on multiple cases throughout the years in various capacities. She is well versed in dementia and the resources for patients with dementia. She has done an excellent job as the temporary guardian in this matter and would be the most appropriate person to serve.
26. Did 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 the name, address, telephone number, age, and relationship to the A.I.I.

III. REPORT ON THE PROPOSED CONSERVATOR

(If there is not a Petition for Appointment of Conservator pending, proceed to Section IV).

27. Name of the proposed conservator: Caroline York Grist Lyon
28. Relationship of the proposed conservator to the A.I.I.: Sister
29. Is the proposed conservator currently the primary person assisting the A.I.I. with his or her finances?
☐ YES ☒ NO If no, who is?
Stacy Desiree Grist
30. What assets does the A.I.I. own or income does the A.I.I. receive that necessitates the need for a conservator?
Dr. Grist owns real estate, receives employment income, has 3 active checking accounts, 2 money market accounts, IRA's, Stocks, Bonds, Cash, the Veterinary practice, and term-life insurance.
31. Upon review of the proposed conservator's criminal background check, do you have any concerns regarding the ability of the proposed conservator to serve in this role?
☒ NO ☐ YES If yes, please explain your concerns.

32. Has DSS ever investigated the proposed conservator? ☒ NO ☐ YES If yes, please explain the circumstances and provide any information the DSS record revealed that you believe the Court should know.
33. Upon review of the proposed conservator's credit report, do you have any concerns regarding the ability of the proposed conservator to serve in this role? ☒ NO ☐ YES If yes, please explain your concerns.
34. Did your investigation of the proposed conservator reveal anything that you believe the Court should know? ☒ NO ☐ YES If yes, please explain.
35. Do you believe the proposed conservator is an appropriate person to serve as conservator for the A.I.I. considering (i) his or her geographic location, (ii) his or her familial or other relationship, (iii) his or her ability to carry out the duties of the conservatorship, (iv) his or her potential conflict of interests, (v) the wishes of the A.I.I., and (vi) the recommendations of the relatives of the A.I.I.? Provide a detailed response.
Due to the family discord and conflict in this case, it is my recommendation to the court to appoint a 3rd party professional conservator. This will allow for transparency among the parties. Mrs. Lyon also resides out of state in Rabun Gap, Ga.
36. Did your investigation reveal any other person who should be considered to be appointed the conservator in this matter? ☐ NO ☒ YES If yes, please explain, including the name, address, telephone number, age, and relationship to the A.I.I.
A third-party professional conservator appointed by the Court.

IV. REPORT ON THE CONDITIONS OF PRESENT PLACE OF RESIDENCE AND FUTURE RESIDENCE

37. Date and time visited: 8/18/20 at 11 am and 9/2/20 at 3:00 pm
38. Address (including street, city, county, state, zip):
900 Old Highway 23 South, Traveler's rest, SC, Greenville County, 29690
39. Type of abode:
One level abode.
40. Condition:
- | | |
|-----------------------|---|
| a. Exterior: | <u>Fair, no noticeable areas of concern</u> |
| b. Utilities working: | <u>Yes</u> |
| c. Interior: | <u>Neat and clean, home-like with family pictures</u> |
| d. Cleanliness: | <u>Clean</u> |

e. Fire hazards: Dr. Grist would require assistance to safely evacuate in the event of a fire.
Smoke detectors were present in the residence.

f. Other (explain): _____

41. Is there a proposed change in the residential plan for the A.I.I.? ☒ NO ☐ YES If yes, please explain the plan and whether you believe the plan is in the best interest of the A.I.I.

V. CONCLUSIONS AND ADDITIONAL COMMENTS

42. Do you believe the A.I.I. is an incapacitated person pursuant to S.C. Code Ann. §62-5-101(13)? ☒ YES ☐ NO

43. Do you believe the A.I.I. needs a guardian? ☒ YES ☐ NO

44. Do you believe there is a less restrictive alternative to the guardianship or limitations that should be placed on a guardian? ☒ NO ☐ YES If yes, please explain.

Due to Dr. Grist's significant cognitive deficits (he is currently unable to remember how to use a cell phone), he requires a Guardian to make decisions as outlined in this report for him.

45. Pursuant to S.C. Code Ann. §62-5-304A(B), as Guardian *ad Litem*, I believe that a guardian's rights and powers shall include, but not be limited to:

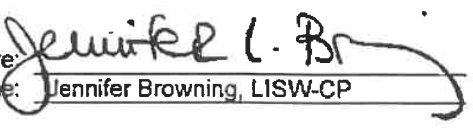
(Check the rights and powers you recommend be vested with a guardian.)

- a. ☒ Determine the place where the ward shall reside and consent or withhold consent to any residential or custodial placement;
- b. ☒ Consent to travel;
- c. ☒ Consent or refuse to consent to visitation with family, friends, and others;
- d. ☒ Give, withhold, or withdraw consent and make other informed decisions relative to medical mental, or physical examinations, care, treatment, and therapies.
- e. ☒ Make end-of-life decisions including, but not limited to, a "do not resuscitate" order or the application of any medical procedures intended solely to sustain life and consent or withhold consent to artificial nutrition and hydration;
- f. ☒ Consent or refuse to consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment;
- g. ☒ Authorize disclosure of confidential information;
- h. ☒ Consent to employment;
- i. ☒ Make, modify, or terminate contracts related to the duties of the Guardian;
- j. ☒ Consent to or refuse educational services; and
- k. ☒ Bring or defend any action at law or equity.

If necessary, please explain these recommendations. If additional space is needed, please use additional sheets and attach.

Dr. Grist continues to receive a salary and benefits through his veterinary practice which is important for his care needs to be paid for and insurance and other benefits to continue. This needs to be taken into consideration with determining employment.

46. Do you believe the A.I.I. needs a conservator? X YES ☐ NO
47. Do you believe there is a less restrictive alternative to the conservatorship or limitations that should be placed on a conservator? X NO ☐ YES If yes, please explain.
48. Prior to your appointment, did you know the A.I.I.? X NO ☐ YES If yes, please explain.
49. Prior to your appointment, did you know the person(s) seeking appointment as guardian and/or conservator? ☐ NO X YES If yes, please explain.
I have known Mrs. Tracy Parson as an associate in the field and have worked with her on multiple occasions.
50. Prior to your appointment, did you or do you now have a personal interest in these proceedings? X NO ☐ YES If yes, please explain.
51. Do you believe there should be a formal hearing on this matter even if all parties are in agreement? ☐ NO X YES If yes, please explain.
Due to the multiple representations and conflict of the parties, a formal hearing would be recommended to have everything on the record.
52. Do you have any other recommendations relevant to this matter? X NO YES If yes, please explain.

Signature: 

Name: Jennifer Browning, LISW-CP

Address: 311 Mills Avenue

Greenville, SC 29605

Telephone: (864) 233-5260 ext 201

Email: jenniferbrowning@browninggeriatric.com

Attorney for: N/A

Executed this 29th day of January, 2021.

Dr. Stanford Grist Medication list updated 11-5-2020

DOB 04/12/1948

Prescriptions:

Terbinafide HCL 250 MG one tablet every AM

Tadalafil 5 MG one tablet every AM

Levothyroxine 0.25 MG one tablet every AM

Vitamins:

Iodoral 1 tablet daily

Glucosamine Chondroitin (Omega 3-6-9) 3 tablets daily

Tri B 1 tablet daily

Vit C 1,000 chewable 2 tablets daily

Androvite 6 tablets daily

Juvenon 2 tablets daily

Vit E 400 units 1 tablet daily

Magnesium Malate 3 tablets daily

Magnesium Threonate 3 tablets daily



FILED
APR -7 2022
GREENVILLE COUNTY
PROBATE COURT

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF: STANFORD W. GRIST

an alleged incapacitated individual.

April 7, 2022

IN THE PROBATE COURT

CASE NUMBER: 2020-GC-2300136 - _____

ADDENDUM TO GUARDIAN AD LITEM REPORT

A wellness visit was made to the current residence of Dr. Stanford W. Grist, 900 Old Highway 25 South, Traveler's Rest, SC 29690, on March 30, 2022 at 1pm. This was for the purpose of ensuring Dr. Grist was being taken care of and his needs were being met, in light of the fact that he currently does not have a temporary guardian in place to act on his behalf.

Dr. Grist appeared neat and clean. A long-time caregiver with Comfort Keepers, Ms. Ann Crippen, was present. The residence was neat and clean. Ms. Crippen asked him to take a seat at his table and he needed assistance to find it and be seated. When questioned about the pending court case, he said he did not know anything about it. When questioned who his attorney was, he stated, "I don't know." When questioned if he had requested to retain new counsel, he stated, "I don't know." He was unable to name the names of his children and unable to tell me what he had eaten for lunch. Ms. Crippen stated he had eaten a tuna steak, some rice and vegetables about 20 minutes prior to my arrival. When questioned about what he did for a living before he retired, he stated, "something." When prompted if it had to do with animals, he stated, "I am not sure."

Dr. Grist was apologetic for not remembering. I thanked him for the visit and his time and exited the residence.

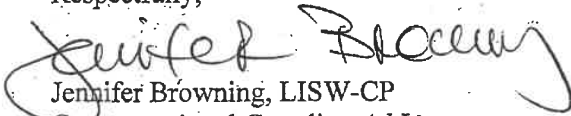
311 Mills Avenue, Greenville, SC 29605 Phone: 864.233.5260 Fax: 864.240.9256



I have included 2 communications with this report. One is an email from Mr. Chris Couchell, the owner of Comfort Keepers, with concerns about Dr. Grist's care and reporting. The second email is from Ms. Amy Stigall, Health Services Coordinator with GalenHealthCareSC. This is in regard to physical therapy and consent for continued therapy.

As the GAL for Dr. Grist, I am concerned that there is not a temporary guardian in place to look out for his best interest, caregivers, medications, health care needs, therapy, and any additional emergency or urgent matters. I would continue to recommend a third-party professional be continued.

Respectfully,


Jennifer Browning, LISW-CP
Court appointed Guardian *Ad Litem*

CC VIA EMAIL:

Mr. Matthew J. Myers
Mr. Adam Lee
Mr. Hal Provence
Mr. Neil Rabon
Mrs. Tracy Parsons
Mr. Mike Bridges
Mrs. Heather Scalzo
Mr. Tyler Mcleod
Mrs. Kimberly Thomason
Mr. John-Paul Baum
Mr. Devon Puriefoy
Mrs. Crystal Splawn
Mrs. Brandi Larobardiere

311 Mills Avenue, Greenville, SC 29605 Phone:864.233.5260 Fax: 864.240.9256

Jennifer Browning

From: Jennifer Browning
Sent: Friday, March 25, 2022 5:20 PM
To: 'Matthew J. Myers'; Dykes, Sheri; Adam Lee; H. Hall Provence; Tyler Mcleod; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee; Crystal Splawn; Neil Rabon; Heather Scalzo; johnpaul@truluckthomason.com; Devon Puriefoy; kim@truluckthomason.com
Cc: Stacey Grist
Subject: RE: Stanford W Grist

Good afternoon:

Unfortunately, I do not have a definitive answer of whom is legally in charge, as his health care agent, to make legal decisions on Dr. Grist's behalf. Please see the below I received from Comfort Keeper. Best, Jennifer Browning

Hi Jennifer,

I wanted to make you aware of a situation pertaining to Dr. Grist. There was an incident this morning that our caregiver reported to her supervisor. The details are listed below.

- Our caregiver reported that Dr. Grist made sexual advances toward her.
- Our caregiver attempted to re-direct Dr. Grist who then became upset and threw a coffee cup at her.
- Our caregiver then said Dr. Grist proceeded to leave and attempted to jump the gate.
- Our caregiver reported that Dr. Grist made a threat during this time (Dr. Grist threatened to kill her and himself).

Additionally, our nurse visited Dr. Grist on Wednesday, March 23rd. During her visit she observed several knives sitting out in the open. She also reported that Dr. Grist keeps a knife in his pocket.

Out of an abundance of caution, we have implemented the following safety protocol.

- Caregivers have been instructed to call 911 if there is an emergency.
- Caregivers have been instructed to call our office if they feel unsafe or threatened during their shift. Our supervisor will determine if we should call 911.
- Caregivers have been instructed to call our office if Dr. Grist is doing anything unsafe and could possibly cause harm to himself. Our supervisor will determine if we should call 911.
- Caregivers have been instructed to report all non-emergency incidents to their supervisor.

Moving forward, the appropriate manager will send you an incident summary email if an incident occurs (emergency or non-emergency).

Please feel free to give me a call if you have any questions or concerns.

Best Regards,

Chris

Chris Couchell
 President

Comfort Keepers | Spartanburg - Greenville - Tryon

Office: (864) 573-2353 | Fax: (864) 309-0932
 791 East Main Street | Spartanburg, SC 29302
ComfortKeepers.com | [ComfortKeepersFacebook](https://www.facebook.com/ComfortKeepers)



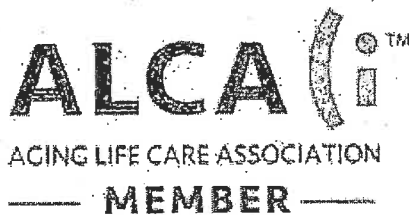
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Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

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 Greenville, SC 29605
 Office: 864-233-5260 Ext: 201
 Fax: 864-240-9256

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Please consider the environment before printing this email.

From: Matthew J. Myers <mjm@swblaw.com>

Sent: Friday, March 25, 2022 10:26 AM

To: Jennifer Browning <jenniferbrowning@browninggeriatric.com>; Dykes, Sheri <sdykes@greenvillecounty.org>; Adam Lee <alee@dobsonlaw.com>; H. Hall Provence <hprovence@alrlaw.net>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com

Cc: Stacey Grist <griststacey@gmail.com>

Subject: RE: Stanford W Grist

Jennifer, Dr. Grist's most recently executed health care POA named Charlotte Grist Smith as his health care agent (see attached). However, I understand she may not wish to assume that authority.

Alternately, Dr. Grist's most recent financial POA named Stacey Grist as general agent including powers to hire health care and domestic personnel (also attached). Stacey is happy to assist Dr. Grist in with that.

Thank you,

Matthew J. Myers | Member
Sweeny, Wingate & Barrow, P.A.
1515 Lady Street, Columbia, SC 29201
Tel • 803-256-2233 Fax • 803-256-9177

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From: Jennifer Browning <jenniferbrowning@browninggeriatric.com>

Sent: Friday, March 25, 2022 9:08 AM.

To: Dykes, Sheri <sdynes@greenvillecounty.org>; Adam Lee <alee@dobsonlaw.com>; H. Hall Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com

Subject: RE: Stanford W Grist

Good morning:

Mr. Chris Couchell with Comfort Keepers has contacted me to request a responsible party that they can report to.

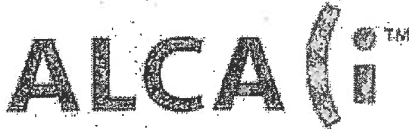
Best, Jennifer



Jennifer Lewis Browning
MSW, LISW-CP, CCFC, C-ASWCM
Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

Browning Geriatric Consulting, LLC
311 Mills Avenue
Greenville, SC 29605
Office: 864-233-5260 Ext: 201
Fax: 864-240-9256

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AGING LIFE CARE ASSOCIATION

MEMBER

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Please consider the environment before printing this email.

From: Dykes, Sheri <sdykes@greenvillecounty.org>
Sent: Wednesday, March 23, 2022 10:30 AM
To: Adam Lee <alee@dobsonlaw.com>; Jennifer Browning <jenniferbrowning@browninggeriatric.com>; H. Hall
 Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod
 <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>;
 Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo
 <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>;
 kim@truluckthomason.com
Subject: Stanford W Grist
Importance: High

Judge Jennings would like a status update on the Grist matter. Do you need available dates for a hearing?

Sheri Dykes
 Litigation Specialist
 Guardianship / Conservatorship
 (864) 467-7404
sdykes@greenvillecounty.org
 301 University Ridge, Suite 1200
 Greenville, SC 29601-4702
 Fax (864) 467-7198

Please be sure you are using our most current forms which can be found at www.greenvillecounty.org/probate

If I have been of assistance to you, please take this survey and mention my name.
<https://www.greenvillecounty.org/apps/survey/probatesurvey/>

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Jennifer Browning

From: Amy Stigall <amy@galenhealthcaresc.com>
Sent: Monday, March 28, 2022 9:10 AM
To: Tracy Parsons
Cc: Jennifer Browning
Subject: Re: Grist

Thank you!! We will put this on Mr. Grist's chart.

Amy Stigall
Health Services Coordinator
Ph: (864) 520-2836 Ext 104
Fax: (864) 469 5262
amy@galenhealthcaresc.com



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On Mon, Mar 28, 2022 at 9:04 AM <tracy-parsons@att.net> wrote:

Dear Amy:

My temporary order for Dr. Stanford Grist has expired and the parties have not consented to an extension. Please remove my name from all contact information for Dr. Grist. I am not sure exactly who will take over or when. I am copying Jennifer Browning, the current GAL for Dr. Grist

Thank you.

Tracy C. Parsons, LPC

(864)414-5553

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Exhibit D

BROWNING
GERIATRIC CONSULTING

FILED

AUG 11 2022

**GREENVILLE COUNTY
PROBATE COURT**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF: STANFORD W. GRIST

_____,
an alleged incapacitated individual.

August 8, 2022

IN THE PROBATE COURT

CASE NUMBER: 2020-GC-2300136__ - _____

ADDENDUM TO GUARDIAN AD LITEM REPORT

I received a phone call from Mr. Couchell this morning with Comfort Keepers that Mrs. Ann Crippen, a primary caregiver for Dr. Grist, was not able to go to her scheduled shift this morning because she was positive for COVID. An hour later, I received a phone call from Mr. Couchell to state that Mrs. Crippen had terminated her position with Comfort Keepers. I contacted Greer ER to get a status update on Dr. Grist and was informed to fax my GAL order. Upon receipt, the case manager, Tracy Nigell, contacted me to state that Dr. Grist had been discharged home by Stacy Grist at approximately 10:30 am. She further stated that First Light Home Care would be providing one caregiver, Comfort Keepers would be providing a second caregiver, and Interim Home Health for PT/OT had been ordered. I requested records and was informed I would need to request those through medical records for any d/c medications or other case notes.

311 Mills Avenue, Greenville, SC 29605 Phone:864.233.5260 Fax: 864.240.9256

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

BROWNING
GERIATRIC CONSULTING

I contacted First Light Home Care. The operating manager, Letty Sanchez, stated that they had been contracted by Stacy Grist to provide in-home care and would provide 2 caregivers Sunday to Sunday from 8p-8a and one caregiver from 8a to 8p. She stated that another agency was involved called, "Comfort Keepers," that would provide the second caregiver. I could neither confirm nor deny their agency support but could not guarantee that this agency would continue to remain involved. The fee per caregiver was 28/hour for First Light. Mileage is charged if the caregiver needs to complete medical appointments or errands.

I made a visit to the residence of Dr. Grist. Anne Crippen was present along with a caregiver from First Light, Theresa. She stated her work shift would be M/T/W from 8a-8p. Upon arrival, Ann was hesitant to let me in, but did. Dr. Grist was placed in a recliner in the dining room area. He had on a blanket and appeared not to have on any other clothes on, other than a brief. When I questioned Mrs. Crippen for whom she was now working, since she was not employed with Comfort Keepers as of this morning, she stated, "I am not working for anyone." When questioned if she was working for free, she stated, "I did not say that; I said I am not working for anyone." Neither caregivers nor Dr. Grist were wearing masks. I wore a mask and did a COVID screening prior to my visit.

Per Mrs. Crippen, Dr. Grist was eating dinner and taking some bites. He had a cut up sandwich present. He was drinking, "as much as they can get him to drink." I reviewed Dr. Grist's bedroom, and a hospital bed was not present. I also questioned about transfers and getting Dr. Grist safely from his recliner to his bedroom. I was informed that there was not a wheelchair, but one would be coming soon. Also, Dr. Grist is non-weight bearing and unable to pivot, thus he must be carried when transferred. He is incontinent and non-ambulatory.

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I will forward the email communication from Mr. Couchell with Comfort Keepers to me in another email with the contract signed by Stacy Grist for services. At this time, Comfort Keepers has not received notification from anyone with the authority to do so, to end services and requires a 2- week notice. Per Mr. Couchell several caregivers contacted him that were scheduled for shifts this week who stated they were contacted by, "someone," to state that they were not needed for shifts and another agency was in place. Further, due to the non-compete clause in Comfort Keeper's contract, Dr. Grist will be billed 12,500.00 on his next invoice for breach of non-compete contract for Mrs. Anne Crippen. This fee will continue to be incurred, per Mr. Couchell, for any other employed caregiver that leaves to work for someone else for the benefit of Dr. Grist.

I have several concerns:

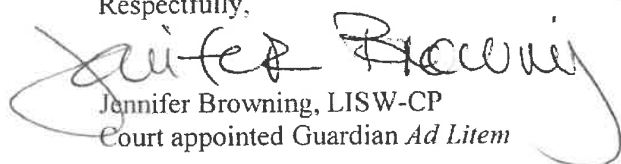
1. Dr. Grist does not have the appropriate DME at his home, currently for his safety, including a hospital bed and transport chair, or other wheelchair. In the event of a fire, I am concerned about safe evacuation.
2. Per Mrs. Parsons, at one point it was taking 3 caregivers to manage Dr. Grist in the hospital. At present, I am unsure of his confirmed schedule for 2 caregivers during the am shift from 8a-8p.
3. Per report, Dr. Grist does not do well with, "new caregivers." It is my understanding, that Comfort Keepers has done their best to provide the primary caregivers to Dr. Grist to reduce his agitation. For now, First Light will be a new caregiving agency providing new caregivers.
4. I am concerned about the costs associated with Dr. Grist's care at home. A notice has not been sent to Comfort Keepers by someone in authority to cancel their contract, so, Dr. Grist will continue to ensue hourly charges per the signed contract for 2 weeks out, until such notice is received. First Light charges 28.00 per hour verses 25.00 per hour for Comfort Keepers. I am looking at the number of 2 caregivers from First Light effective today, 8/8/22, and Comfort Keepers continued billing of 25.00 per hour 24/7 until they receive notice. Even when they receive notice, it will be a two week notice of billing to Dr. Grist. There is also the charge of the non-compete of 12,500.00 billed to his account effective today.
5. Per Tracy with Greer ER, the recommendation for Dr. Grist was to, "go to skilled rehabilitation in a skilled nursing home facility."
6. I am concerned about who will be managing medications and medical appointments for Dr. Grist.

311 Mills Avenue, Greenville, SC 29605 Phone:864.233.5260 Fax: 864.240.9256

BROWNING

GERIATRIC CONSULTING

Respectfully,



Jennifer Browning, LISW-CP
Court appointed Guardian *Ad Litem*

CC VIA EMAIL:

Mr. Matthew J. Myers
Mr. Adam Lee
Mr. Hal Provence
Mr. Neil Rabon
Mr. Mike Bridges
Mrs. Heather Scalzo
Mr. Tyler Mcleod
Mr. William Fore

311 Mills Avenue, Greenville, SC 29605 Phone:864.233.5260 Fax: 864.240.9256

Jennifer Browning

From: Chris Couchell <chrisc@ckupstate.com>
Sent: Monday, August 08, 2022 2:00 PM
To: Jennifer Browning
Subject: Client Care Agreement
Attachments: Grist, Stanford CCA.pdf; Grist, Stanford Pricing and Invoice Policy.pdf

Hi Jennifer,

The signed contract / client care agreement is attached with this email. I have also included a copy of our pricing / cancellation policy. Comfort Keepers has not been notified about cancellation of services.

Best Regards,

Chris

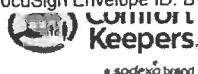
Chris Couchell
President

Comfort Keepers | Spartanburg - Greenville - Tryon
Office: (864) 573-2353 | **Fax:** (864) 309-0932
791 East Main Street | Spartanburg, SC 29302
ComfortKeepers.com | [ComfortKeepersFacebook](https://www.facebook.com/ComfortKeepers)



Elevating the Human Spirit

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Client Care Agreement

No:

Office hours: 8:45 a.m. - 5:00 p.m. Monday - Friday

For after hours and holidays, call the number to the right to reach our on-call services.

Kiki's Kare LLC dba Comfort Keepers

Spartanburg, SC 791 E Main Street Suite 5, 29302 P: 864-573-2353

Greenville, SC 1200 Haywood Road, 29615 P: 864-268-8903

Tryon, NC 2186 Lynn Road STE C, 28722 P: 828-436-1925

CLIENT INFORMATION: Client is ☐ Payor ☐ Survey Contact			
Name (Last, First, MI) Grist, Stanford		Phone Number	
Address 900 Old Hwy 25		ALT Phone Number	
City Travelers Rest	State SC	Zip Code 29690	SS#
Email Address		Date of Birth 4/12/48	
CLIENT CONTACT 1: Client Contact 1 is ☐ Payor ☐ Survey Contact ☒ Emergency Contact ☐ Back Up Provider			
Name (Last, First, MI) Grist, Stacey		Phone Number 404-849-1129	
Address 707 east stone ave		ALT Phone Number	
City greenville	State SC	Zip Code 29601	SS#
Email Address Griststacey@gmail.com		Relationship Daughter	
CLIENT CONTACT 2: Client Contact 2 is ☐ Payor ☐ Survey Contact ☐ Emergency Contact ☐ Back Up Provider			
Name (Last, First, MI) charlotte Grist		Phone Number 206-920-9833	
Address		ALT Phone Number	
City	State	Zip Code	SS#
Email Address		Relationship daughter	
Consent for Service: Comfort Keepers® is authorized to provide services according to the Plan of Care and each subsequent Plan of Care agreed to, and will make reasonable efforts to do so. Client understands that the Plan of Care may change based on Client requests and service needs. Client agrees to pay Comfort Keepers® for all services rendered at the rate of \$ 23.00/hour per hour / day / week / month or as outlined on the attached Rate Sheet. Comfort Keepers® may change the service rates from time to time upon written notice to Payor. Initial <u>SG</u> Comfort Keepers accepts payments via Credit Card, Debit Card, and Electronic Funds Transfer (EFT). Comfort Keepers may require an advanced payment for services. By signing the Client Care Agreement, client and payor agree that the payment information provided will be charged for services on a <u>biweekly</u> basis through a third party payment processor. <u>SG</u> Initial I understand Comfort Keepers may utilize e-visit verification through telephony time tracking services or location services via a mobile app for tracking time of Caregivers and other Comfort Keepers employees at the client's location. I agree that the arrival and departure times recorded using the above-mentioned systems is the official record of the hours of services provided to me and is the basis for the charges I must pay for services. I authorize Comfort Keepers to utilize the telephony records or mobile app records, which may or may not include a voice statement, as my electronic signature for the purposes of verifying care logs. If needed and confirmed by Client or authorized party, I authorize Comfort Keepers administrative staff to upload my electronic signature for the purpose of verifying care logs when signing at the time of services is not possible. I authorize and acknowledge my electronic signature is binding and is equal to my physical signature. <u>SG</u> Initial			
Advance Directive for Health Care: I ☐ DO ☐ DO NOT have an Advance Directive. POA _____ Do NOT Resuscitate (DNR) orders are located: _____			
I acknowledge and understand all information that was provided and explained to me and agree to the terms and conditions above, on the reverse side of this agreement and on any attachments. I authorize release of my information for coordination of health and support services during time of services with Comfort Keepers. I have received information about how to use the Comfort Keepers® complaint process and the NOTICE OF PRIVACY PRACTICES as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If signing as a backup service provider, I acknowledge that in the event of an emergency/disaster I am responsible for the client. I acknowledge I have received, understand and agree to the following paperwork: Client Rights and Responsibilities; HIPAA/Privacy Practices; Information on Advanced Directives, Release of Information Authorization, and the following:			
Signed <u>[Signature]</u>	8/27/2020 3:38 PM CDT	Signed <u>Christie Snyder</u>	8/27/2020 4:20
Signed _____	Date	Signed _____	Date
Signed _____	Date	Signed _____	Date
Signed _____	Date	Signed _____	Date

1. The Client and the Payor agree to the terms set forth in this Agreement. References in this Agreement to services provided to "the Client" mean services provided to the individual listed on the reverse side of this page as the Client; otherwise, references in this Agreement to "the Client" shall mean, jointly and severally the Client and the Payor, both as designated on the reverse side of this page.
2. The Client acknowledges that the Comfort Keepers® office listed on the reverse side of this page (referred to as "Comfort Keepers" in this Agreement) is an independently owned and operated franchised business.
3. Either the Client or Comfort Keepers may cancel this Agreement at any time by providing the other party at least two (2) weeks' prior written notice of the cancellation; but Comfort Keepers may cancel this Agreement without prior notice under the conditions set forth in the Client Conduct, Rights, and Responsibilities form provided to Client. If the Client does not provide Comfort Keepers at least two (2) weeks' prior written notice of the cancellation, Comfort Keepers has the right to retain all payments previously made by the Client, as partial compensation to Comfort Keepers for its losses and damages, including, but not limited to, forgone business opportunities and expenses that Comfort Keepers had incurred in preparing for the services it was to provide to the Client.
4. If the Client fails to pay timely Comfort Keepers in full for the services that Comfort Keepers provided to the Client, the Client will pay Comfort Keepers, in addition to the amounts owed, all reasonable costs and expenses that Comfort Keepers incurs to collect past due amounts, including, but not limited to, court costs, collection fees, attorneys' fees, and interest at the maximum rate permitted by law. The Client further agrees that if the Client fails to pay timely Comfort Keepers in full for the services that Comfort Keepers provided to the Client, Comfort Keepers may refuse to provide any further services to the Client until the past due amounts are paid in full.
5. The Client acknowledges that Comfort Keepers employees who are not providing nursing services under the Plan of Care are not qualified or authorized to provide any medical services to the Client. The Client further acknowledges that if a medical emergency arises while any Comfort Keepers employee is providing services to the Client or is otherwise present, that employee will not provide any medical services to the Client, but the employee may call 911 for emergency assistance. The Client agrees to hold harmless Comfort Keepers and its employee for any emergency medical or other care that the employee may provide to the Client, including care provided based on instructions given by any 911 service provider. Unless Comfort Keepers is expressly providing private duty nursing services, Comfort Keepers will not administer or provide any medication and will be limited to solely providing verbal reminders to take medication and assistance opening containers.
6. The Client agrees not to hold Comfort Keepers or its employees responsible for any physical loss or damage to, or loss of use of, any of the Client's property while outside the care or control of a Comfort Keepers employee. The Client will not hold Comfort Keepers or its employees responsible for any bodily injury to the Client if the Client fails to follow the employee's instructions and/or the injury occurs while the Client is not in the presence of the employee. The Client further agrees not to hold Comfort Keepers or its employees responsible for any bodily injury, property damage, fire, theft, collision or public liability claims arising out of the operation of a motor vehicle that is not being operated or controlled by a Comfort Keepers employee.
7. If the Client needs to make any changes to the Plan of Care or Payor information, the Client will notify the Comfort Keepers office directly, as soon as the Client becomes aware of the changes. Requests for additional services or hours will be accommodated based on caregiver availability. If the Client requests a reduction of services or hours after a caregiver receives the schedule, the Client will pay for the hours as scheduled.
8. The Client will not, directly or indirectly, or through family or other persons, obtain or seek to obtain the personal phone number or address of any Comfort Keepers employee. Furthermore, the Client will not, directly or indirectly, or through family or other persons, contact or discuss with a Comfort Keepers employee or any of the employee's family members any matters related to this Agreement, including, but not limited to, the Client's care requirements, schedule arrangements, payments or invoices or employee compensation, without first obtaining written permission from Comfort Keepers.
9. The Client acknowledges that Comfort Keepers has a substantial investment in recruiting, hiring, training and retaining its employees in order to develop and maintain the unique skill set required for the performance of their job duties. The Client agrees that during the term of this Agreement and for a period of one (1) year from the last day that the Client stops utilizing Comfort Keepers' services, the Client will not, directly or indirectly through family, or through any other person, company or agency, utilize or hire any Comfort Keepers employee or former Comfort Keeper employee. In addition, for the same period of time, the Client agrees not to, directly or indirectly through family or any other person, induce any Comfort Keepers employee to leave his/her employment with Comfort Keepers. The Client acknowledges that Comfort Keepers employees who provide services directly to clients have entered into non-competition agreements (not applicable in all states) with Comfort Keepers. If the Client, in violation of this Agreement, directly or indirectly through family, or through any other person, company or agency, utilizes or hires any Comfort Keepers employee, then Comfort Keepers may seek its losses and damages from the Client in a court of competent jurisdiction. Comfort Keepers may also seek such losses and damages if the Client, directly or indirectly through family or any other person, company, or agency, induces any Comfort Keepers employee to leave his/her employment with Comfort Keepers.
10. The Client and Comfort Keepers acknowledge that it would be difficult to estimate Comfort Keepers' actual losses and damages if the Client breaches the obligations set forth in the preceding two (2) paragraphs. Therefore, if the Client breaches any of those obligations, THE CLIENT WILL PAY TO COMFORT KEEPERS \$12,500 AS LIQUIDATED DAMAGES FOR EACH EMPLOYEE OR FORMER EMPLOYEE THE CLIENT UTILIZES, HIRES, OR INDUCES TO LEAVE HIS/HER EMPLOYMENT, PLUS ALL REASONABLE COSTS THAT COMFORT KEEPERS INCURS IN COLLECTING SUCH AMOUNT, INCLUDING, BUT NOT LIMITED TO ITS COLLECTION FEES AND LEGAL FEES (INCLUDING ATTORNEY FEES). The Client and Comfort Keepers agree that this amount represents a reasonable amount and the parties' best estimate of Comfort Keepers' expected actual losses and damages, including, but not limited to, the cost that Comfort Keepers expended in recruiting, hiring, training and retaining the employee or the employee's replacement, as well as forgone business opportunities and other incidental and consequential damages. The Client acknowledges that this amount is not a penalty. THE CLIENT AUTHORIZES COMFORT KEEPERS TO CHARGE THE CLIENT'S CREDIT CARD FOR THESE LIQUIDATED DAMAGES, NOTWITHSTANDING ANY OTHER NOTICES OR OTHER DIRECTIONS THAT THE CLIENT MAY HAVE GIVEN COMFORT KEEPERS. This paragraph, the preceding two (2) paragraphs, and the credit card authorization on the other side of this Agreement (for purposes of this provision only), survive the termination of this Agreement.
11. The Client will not entrust a Comfort Keepers employee with unattended premises or any part thereof. Additionally, the Client will secure all valuables, including, but not limited to, cash and negotiable instruments, and the Client will not entrust a Comfort Keepers employee with the same, without first obtaining Comfort Keepers' written permission, and then only when the Comfort Keepers employee's specific duties necessitate such activities.
12. The Client agrees that any claims made under Comfort Keepers' fidelity bond or crime insurance must be made in writing by the Client within ten (10) days of the occurrence.
13. This Agreement is severable. If a court declares any provision of this Agreement void or invalid, all other provisions of this Agreement remain binding and enforceable.
14. This Agreement and the obligations and rights of the parties set forth in the Agreement cannot be assigned without the written consent of the other party. This Agreement will be binding upon and inure to benefit of Client and the Client's heirs and assigns and Comfort Keepers and its successors and assigns.
15. No waiver of a default by either party will operate as a waiver of any future defaults, whether or not of a like nature.
16. All provisions of this Agreement that, by their terms or by reasonable implication, are intended to survive this Agreement and shall survive termination of this Agreement.
17. Any dispute between the parties or any claims arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the state where Comfort Keepers is located and shall be brought in the state or federal judicial district where Comfort Keepers is located.
18. This Agreement, its attachments, and the Plan of Care are the complete understanding of the parties and no other promise or understanding is of any effect. No change to this Agreement may be made informally or orally and all changes to this Agreement except for changes to service rates, must be made in a writing signed by the parties. Amended or new Plans of Care become part of this Agreement.
19. The Client acknowledges that as of the time this Agreement was entered into, there existed several other in-home care providers from which Client could obtain services of the kind set forth in this Agreement. The Client acknowledges they had the right to have a lawyer review this Agreement prior to signing.

Client or Authorized Signature: _____

Date: 8/27/2020



Pricing & Invoicing Policy

Caregiving

Hourly Preferred Rate* (3 Hour Minimum) -----	\$23.00 per hour
Hourly Rate (Less Than 3 Hours) -----	\$45.00 per hour
Hourly Rate (Couples*) -----	\$36.00 per hour
Weekend Only Rate* (3 Hour Min) -----	\$26.00 per hour

*Hourly preferred rate applies to clients who agree to ACH (EFT Payments). If not paying via ACH the hourly rate will be \$24.00 per hour. Paying via check will require a \$1,000.00 deposit.

*Couples Hourly Rate applies when two members of a household require hands-on personal care

*Weekend Only Rate applies when services are used only between the hours of Saturday 12:00a – Sunday 11:59pm

Changing Care Needs

- As care needs expand or decrease, services such as personal care, nursing services, transportation in a Comfort Keeper's car, and the like, will be charged per the included fee schedule. We make every effort to maintain constant communication with our clients, families and caregivers to keep everyone updated on care changes. Clients will be informed of any fee changes in advance.

Mileage for Errands & Transportation to Appointments in CLIENT's Vehicle ----- \$ No Charge

- Client must maintain automobile insurance which allows other persons to drive their vehicle.

Mileage for Errands & Transportation to Appointments in Comfort Keepers Vehicle ----- \$.65 per mile

- Rate will vary with IRS mileage reimbursement rate and includes a minimal surcharge to cover agency costs.

Rates Include the Following for All Our Services As Well As Office Staff ----- \$ No Charge

- On-going supervision and coordination of care.
- Continuing education and case-specific training of caregivers to meet client needs
- Comfort Keepers is fully licensed by DHEC.
- Bonding and proper liability insurance for your protection.
- Comprehensive background investigation of criminal, driving and employment records and reference checks.
- Workers' Compensation Insurance so any injury that might occur in a client's home will not place the client in financial jeopardy.
- Payment of all payroll taxes such as FICA, Medicare, Income Tax, Unemployment Taxes and the like will be paid to all applicable Federal, State and Local taxing authorities so clients will not have to bear this legal responsibility.

I have reviewed and accept both pages of the Comfort Keepers Pricing and Invoicing Policy.

Signature: _____ Date: 8/27/2020 | 3:38 PM CDT

**Nursing Visits (RN, LPN)****One (1) Hour ----- \$125.00 per hour**

- Nursing Services include medication management, filling, drawing up and/or mixing insulin syringes for future injections, medication boxes, care management, Ostomy and Catheter care, dressing changes, Client / Family training, bowel program, venous blood draws, administer tube feedings and more.
- Multiple nurse visits may be required to ensure quality care and maintain DHEC compliance.

Nursing Assessment and Development of Initial Plan of Care ----- \$225.00 per visit

- Does NOT apply to non-medical services. Includes Long Term Care (LTC) assessments.

Nursing Services Delegated to Caregivers ----- \$36.00 per hour

- Includes: Ostomy hygiene, Catheter hygiene, Bowel program, Non-invasive wound care, administer pre-filled insulin syringes, Diabetic care and other Private Duty Nursing Services as needed.

Payment Terms / Additional Fees / Cancellation Policy***Comfort Keepers accepts the following form of payment:**

- Electronic Funds Transfer (EFT) Automatic Bill Pay

Insufficient Funds / Denied Transaction Fees ----- \$ 25.00 per incident**Shift Cancellation Policy ----- \$ Charge Applies**

- 24-hour notice required to cancel previously scheduled shifts to avoid applied charge
- Clients are required to pay for all shifts occurring within 24 hours of notification. The current fee schedule applies.
- Included in this policy is dismissing caregiver(s) prior to the conclusion of their shift. Client will be billed for the entire scheduled shift.

Cancellation of Services ----- \$ Charge Applies

- 2-week notice required for cancellation of services
- Clients are required to pay for 2 weeks of scheduled services if a 2-week notice is not given. The current fee schedule applies.

Holiday Rates for Caregiving & PDN Services ----- \$ Double Rate

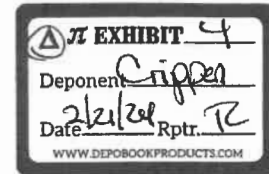
- Comfort Keepers pays double time on holidays (New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day). We will never assume you need service on a holiday. Instead, we will contact you 1-2 weeks in advance to discuss your plans and service needs. If your regular schedule does not fall on a holiday, you will not be contacted.

Overtime Policy Services ----- \$ Hourly Rate x 1.5

- Requests to keep the same caregiver for more than 40 hours in each week will result in a charge of 1.5X the current bill rate.

Exhibit E

Messages - Comfort Keepers Mohlin



12/20/21 4:38 PM

Hi Wanda 4:46 on Saturday, is that possible

Hey! It's Megan. I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

Ok! I'll check

12/20/21 8:28 PM

Can the caregiver just wait there while he is gone? We have someone scheduled 8:00 am-8:00 pm

Yes

Sounds good. I'll let the caregiver know

1/20/22 11:50 AM

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

1/20/22 1:15 PM

No he did not lost power but Wanda did have to work over since Ann could not get to the house due to trees down and a power line down.

I do not believe Harold took him to the dentist, can we make him another appointment when Ann is working? We may need to schedule all his appointments when Ann is working.

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

1/20/22 3:30 PM

Yes only Thursdays and yes Ann is there and Safe and the power is on

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

1/20/22 6:15 PM

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

Let me check

Yes Wanda is good to come in at 6pm

1/18/22 1:14 PM

Are things with dr grist ok?

Yes!

Thank you

1/18/22 11:47 AM

Hey Tracy, it's Janie with Comfort Keepers. I was speaking with Ann and she mentioned that Dr. Grist made some comments yesterday mentioning killing people/comments about nobody wanting him around. Ann told me that she was able to calm him down, and redirect him but I wanted to make you aware of this information as well.

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

No, she just wanted to make you aware

Ok

1/21/22 9:08 PM

Hi Megan, I'm on call until Saturday at 9 am. I can add this shift and start trying to find someone.

Schedule

PARSONS 0273

Page 20 of 20

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055



From: Kris May krism@ckupstate.com
Subject: Incident on October 5, 2021
Date: Oct 7, 2021 at 2:25:30 PM
To: tracyparsons4@icloud.com

On October 5 it had been raining all day and Dr. Grist went outside and said that the neighbors were stealing from him. He came in and was just mad that he thought his stuff was gone. Ann said, "come on doc lets settle down". She went and patted him on the back, and he made a fist and reared back to hit her. She moved out of the way before he made contact. After the incident he just went to bed.

Thanks,
Kris May - *Nurse*
Licensed Practical Nurse

Comfort Keepers
791 East Main St.
Spartanburg, SC 29302
Office: (864)573-2353

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

PARSONS 0246

Exhibit F

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

Date	Related To	Description
10/03/2020	Jason Corpening, Dr. Stanford Grist	I talked with Jason and let him know I will be there on Saturday. I let him know about the client and what to wear. He said he can't wait to go. He is also an outdoors person. LG. (Added to shift that Occurs once on 10/03/2020 from 08:00 AM EDT to 01:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Jason Corpening)
10/03/2020	Jason Corpening, Dr. Stanford Grist	Into/Supervisory 10/3 8:00am CG was on time had a CK shirt on name badge and a mask. He thanked me for helping him get there. I showed him around and asked him if he knew how to cook. He did and made the client scrambled eggs with cheese. English muffin with apple butter. and cut up pears. He then cleared up the kitchen. He was planning on going outside and helping out the client with the yard work. Great caregiver. LG
10/06/2020	Dr. Stanford Grist	Asked Courtney V to contact me. Shift diff ? (Added to shift that Occurs once on 10/06/2020 from 03:00 PM EDT to 07:00 PM EDT for Dr. Stanford Grist; no caregiver assigned)
10/07/2020	Dr. Stanford Grist	Asked Maria F for this full shift -BMP. (Added to shift that Repeats weekly on Wednesday starting on Oct 07, 2020 from 08:00 AM EDT to 04:00 PM EDT for Dr. Stanford Grist; no caregiver assigned)
10/07/2020	Dr. Stanford Grist	Email to Tracy Parsons today:
		Tracy, The ACH information given to Comfort Keepers for Dr. Grist will not process. It is not declining, our system is stating invalid account number. I have emailed the daughter, Stacey, but have not heard back from her. I am not sure if you can help me. There are now two invoices outstanding in the amount of \$5,072.95. The ACH form is attached. Please let me know how to proceed. Thanks so much. See if Jason can help any next week with Dr Grist
10/07/2020	Jason Corpening, Dr. Stanford Grist	Awaiting confirmation from LG -HP. (Added to shift that Occurs once on 10/07/2020 from 08:00 AM EDT to 04:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Laura Garratt)
10/07/2020	Laura Garratt, Dr. Stanford Grist	Spoke with dtr, Stacey, today. The account we were trying to draft from is a trust account and we can not draft. She is sending a check today for the balance due of \$5,072.95 for services thru 10/4/20. She has also agreed to mail us a check once a month for payment of services.
10/08/2020	Dr. Stanford Grist	I have a call and text out to Jeannie to see if she can stay until 4pm. LG. (Added to shift that Occurs once on 10/09/2020 from 08:00 AM EDT to 04:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Jeannie Truman)
10/09/2020	Dr. Stanford Grist, Jeannie Truman	Jeannie is good to work until 4pm. LG. (Added to shift that Occurs once on 10/09/2020 from 08:00 AM EDT to 04:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Jeannie Truman)
10/09/2020	Dr. Stanford Grist, Jeannie Truman	Sent text weekend reminder -HP. (Added to shift that Occurs once on 10/10/2020 from 08:00 AM EDT to 01:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Cindy Galloway)
10/10/2020	Cindy Galloway, Dr. Stanford Grist	Gas card also for this shift -HP. (Added to shift that Occurs once on 10/12/2020 from 03:00 PM EDT to 07:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Jeannie Truman)
10/12/2020	Dr. Stanford Grist, Jeannie Truman	Gas card also for this shift -HP. (Added to shift that Occurs once on 10/12/2020 from 03:00 PM EDT to 07:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Jeannie Truman)
10/13/2020	Dr. Stanford Grist	Email from Stacey:
		Hey Brandie I have mailed out this months check and next months as well .
10/13/2020	Dr. Stanford Grist, Sabra Sandee	Thank you, Email sent to Lindsay, Christie, Lori B. and Heather: Hey all, Sabra called complaining that the Ex-Wife is taking everything from his house. She has taken all of his pruners for gardening, all of his chips and snacks, and recently took his wallet with \$24 plus his insurance cards and debit cards. Sabre is concerned bc now he has nothing and is wanting to buy new pruners and things for gardening but can't. She also mentioned that the grass desperately needs to be cut at the home. Sabra is frustrated and feels like something needs to be done about the ex-wife. She feels that it isn't fair for her to take everything from Dr. Grist. He wants to buy things to plant and she feels that this would be good for him, but they have no means of doing this. What can we do to help this situation? Sabra asked for someone to update her if there is anything she can do to help!
10/13/2020	Dr. Stanford Grist, Sabra Sandee	took call from Sabra...see general note in activity of email sent to heather, lindsay, lori and christie -KH. (Added to shift that Occurs once on 10/13/2020 from 08:00 AM EDT to 04:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Sabra Sandee)
10/16/2020	Dr. Stanford Grist	Did we receive check from Stacey? Email Tracy Parsons an update when received.
10/16/2020	Dr. Stanford Grist	Received the \$5,072.95 check from daughter Stacey to cover expenses through 10/4/20. She also sent us a \$5,000 check dated 11/1/20. By the time I can cash the check, Dr Grist's expenses will be over \$6,000, then she will owe another check for the month of Novembers expenses. I emailed Tracy Parsons to keep her updated on payment status.
10/16/2020	Jason Corpening, Dr. Stanford Grist, Sabra Sandee	I spoke to caregiver Sabra Sandee and mentioned that Dr. Grist had several falls yesterday and that I wanted to check to see how he is doing. She did say that it's not normal for him to fall but that she's not technically surprised because he does stumble a lot. He is outside as normal and walking fine. Dr. Grist did tell Sabra that he fell yesterday and that his lower back is sore.
		EP- Is Jason going to fill out an incident report?
		LB- I know you're off today, do you want Christie to call Tracy with the above update?
		Thank you, Heather
10/19/2020	Sharon Provost, Dr. Stanford Grist	Sharon emailed Lori Byers and stated she needs off 10/19-10/23 -HP. (Added to shift that Occurs once on 10/19/2020 from 04:00 PM EDT to 08:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Sharon Provost)
10/20/2020	Dr. Stanford Grist, Sabra Sandee	Per LB after speaking with Tracy, Dr. Grist has an appt at 10:30am (501 Memorial Drive Ext. Greer 29651: Galen Healthcare with NP Long). I let Sabra know not to let Dr. Grist know about the appt until in the morning because that was set him off. She is also aware that Stacey may want to take him to lunch after. Sabra knows to call the office if for any reason she is sent away during her shift for any reason -HP. (Added to shift that Occurs once on 10/20/2020 from 08:00 AM EDT to 03:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Sabra Sandee)
10/21/2020	Dr. Stanford Grist	Sabra will need a lyft ride for this shift. LG. (Added to shift that Occurs once on 10/21/2020 from 07:00 AM EDT to 08:00 AM EDT for Dr. Stanford Grist; no caregiver assigned)
10/21/2020	Dr. Stanford Grist, Sabra Sandee	Sabra will need a lyft ride for this shift. LG. (Added to shift that Occurs once on 10/21/2020 from 08:00 AM EDT to 12:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Sabra Sandee)
10/22/2020	Cindy Galloway, Dr. Stanford Grist	Dr. Grist is asking Cindy to leave shift. Cindy went outside and sat in her car as instructed. Daughter Stacey aware. Left vm for Tracy Parsons earlier when we couldn't reach Stacey. Stacey will have her mother come over earlier today, but said that Cindy will have to wait outside for the remainder of the shift. CS. (Added to shift that Occurs once on 10/22/2020 from 04:00 PM EDT to 07:00 PM EDT for Dr. Stanford Grist; assigned to caregiver Cindy Galloway)
10/22/2020	Dr. Stanford Grist	Does Sabra need Lyft again? -HP. (Added to shift that Occurs once on 10/22/2020 from 06:00 AM EDT to 07:00 AM EDT for Dr. Stanford Grist; no caregiver assigned)

KIKI KARE/COMFORT KEEPERS000027

Jennifer Browning

From: Jennifer Browning
Sent: Thursday, July 28, 2022 5:26 PM
To: tracy-parsons@att.net; 'Charlotte Grist Smith'; 'Mickie Grist'; 'Stacey Grist'
Cc: 'Adam Lee'; 'Matthew J. Myers'; 'Tyler Mcleod'; 'H. Hall Provence'
Subject: RE: Grist

Thank you for the information Tracy and your hard work.



Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

Browning Geriatric Consulting, LLC
 311 Mills Avenue
 Greenville, SC 29605
 Office: 864-233-5260 Ext: 201
 Fax: 864-240-9256

To learn more about our services, please visit: <http://www.browninggeriatric.com>



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 Please consider the environment before printing this email.

From: tracy-parsons@att.net <tracy-parsons@att.net>
Sent: Thursday, July 28, 2022 5:21 PM
To: 'Charlotte Grist Smith' <csmith@javelinlaw.com>; 'Mickie Grist' <mickiegrist@gmail.com>; 'Stacey Grist' <griststacey@gmail.com>
Cc: 'Adam Lee' <alee@dobsonlaw.com>; Jennifer Browning <jenniferbrowning@browninggeriatric.com>; 'Matthew J. Myers' <mjm@swblaw.com>; 'Tyler Mcleod' <tmcleod@bmemhlaw.com>; 'H. Hall Provence' <hprovence@alrlaw.net>
Subject: Grist

Dear all:

As you are aware, Dr. Grist was evaluated by Galen Health care July 21. At this visit, his medication was reduced by half as it appeared to be overly sedating. When he was at the office July 21, I made another follow up appointment for August 8. Daniel Wong, RNP is out for two weeks for military training and the PA that he has seen is also out at the end of July.

Last night, he fell while getting out of the car. He did not wait for Ann to assist him. The paramedics were called to evaluate and assist with getting him up. The paramedics called me and his vitals were normal. Based on this information, we did not take him to the Emergency Room.

Today, the caregivers still feel the medication is sedating. I cannot get him an appointment to see Galen until next week. I left a message for the providers that we were holding the medication until he can be evaluated. By the late afternoon, the caregiver felt he really needed to be evaluated and sent to the Emergency room. So, EMS has been called and I will update everyone as details develop.

Please let me know if there are questions.

Thanks
Tracy

Tracy C. Parsons
(864)414-5553

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Comfort
Keepers

Client Incident Report

Client Information

Client Name: Dr. Stanford Grist	Phone: [REDACTED]
Address: 900 Old Hwy 25	City: Traveler's Rest
State: SC Zip: 29690	
Date of Report: 2-28-22	Time of Report: 9:02 ☒ AM ☐ PM
Name of Person Completing Report: Wanda Pace/Nanie Pomick via phone	Title: CG/CCC
Did Incident occur on company premises? ☐ Yes ☒ No	

Comfort Keepers Employee Information

Employee Name: Wanda Pace	Job Title: Caregiver
Address: 917 Trotter Rd.	City: Pickens
State: SC Zip: 29671	Supervisor's Name: ~~Wanda Pace~~ Con Megan Guire call
Date Reported to Supervisor: 2-28-22	Time Reported to Supervisor: 12:50 ☒ AM ☐ PM

Incident Information

Type of Incident: ☐ No Injury ☐ Medical ☒ Fall ☐ Fatality ☐ Other (please explain)	
Emergency Contact Person Notified ☒ Yes ☐ No	Date & Time of Contact: 2-28-22 @ 12:50 ☒ AM ☐ PM
Name of Emergency Contact: Tracy	Relationship to Client: POA / GCM
911 Notified: ☒ Yes ☐ No	Client Transported To: assisted back to bed.
Did Client refuse medical attention: ☐ Yes ☒ No	When did injury occur: 2-28 Time: 12:50am
Description of Incident (describe the sequence of events that caused incident) client woke up + took off his pants and went to go to the bathroom. Didn't make it + unbalanced in floor and slipped + fell. EMS got him changed + assisted back to bed + evaluated him.	
Witnesses to Incident? ☒ Yes ☐ No, Explain:	

CK Administrative Use Only

Other Follow up Action Taken: making Dr. appt.	
What can/will be done to prevent this type of incident?	
Employee Signature: Wanda Pace	Date: 2-28-22
Supervisor Signature: Janie Pomick	Date: 2-28-22
Report Sent To: uploaded to KIKI KARE/COMFORT KEEPERS	Date: 2-28-22

ELECTRONICALLY FILED - 2024 Oct 11 2:27 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

ANN CRIPPEN
GRIST vs GRIST

February 21, 2024

1

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2) THIRTEENTH JUDICIAL CIRCUIT
3 COUNTY OF GREENVILLE) C.A. NO. 2022-CP-23-04055
4

5 STACEY GRIST, AS TRUSTEE OF THE SECOND)
6 AMENDED TRUST OF STANFORD W. GRIST LIVING)
7 TRUST DATED DECEMBER 5, 2005, STANFORD)
8 GRIST VETERINARY SERVICES, LLC, CHESTNUT)
9 RIDGE FARM, LLC, AND HILLY STREET, LLC) DEPOSITION
10)

11 PLAINTIFFS,) OF
12)

13 VS.) ANN CRIPPEN
14)

15 PRISCILLA MICKIE GRIST, CAROLINE YORK GRIST)

16 LYON, LEYLAND H. LYON, JR., ET AL.)
17)

18 DEFENDANTS.)
19

20 THE DEPOSITION OF ANN CRIPPEN, TAKEN BEFORE TRACI
21 COTHRAN, VERBATIM REPORTER AND NOTARY PUBLIC IN AND FOR THE
22 STATE OF SOUTH CAROLINA, COMMENCING AT THE HOUR OF 10:05
23 A.M., WEDNESDAY, THE 21ST DAY OF FEBRUARY, 2024, AT THE LAW
24 OFFICES OF TRULUCK THOMASON, LLC, 3 BOYCE AVENUE,
25 GREENVILLE, SOUTH CAROLINA.



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1 Was he ever aggressive?

2 A With me, no.

3 Q With anyone else?

4 A I was told he was.

5 Q Who were you told by?

6 A Wanda Pace.

7 Q What'd she tell you?

8 A She said doc had hit her.

9 Q Do you know whether that's true?

10 A I have no idea.

11 Q Do you have any reason to believe it's not true?

12 A No.

13 Q Do you know when that occurred?

14 A I can't give you specific dates.

15 Q Do you know what year?

16 A It was before he went to the hospital, so I want to say

17 sometime before 2022.

18 Q How many times are you aware of that -- that Dr. Grist

19 would swing his fist at a caregiver?

20 A I do -- I don't know.

21 Q Did he ever throw a cup -- coffee cup at a caregiver?

22 A I don't know.

23 Q Has anybody ever told you that?

24 A I might have heard it through the grapevine.

25 Q And I think you've already been asked about a threat to

1 knowledge of everything he did each day, including
2 whether he had falls."

3 How many times did Dr. Grist fall during the time
4 frame that you were a caregiver for him?

5 A Once.

6 Q Now, is that once that you witnessed?

7 A Once I witnessed.

8 Q How many times did he fall that you did not witness?

9 A None that I'm aware of.

10 Q That you're aware of, but can you testify unequivocally
11 that he did not have any other falls when you were not
12 present?

13 A No.

14 Q How many times did he fall between the spring of 2021
15 and into 2022?

16 A Once.

17 Q That you know of.

18 A That I know of.

19 Q And the fall on February 28, 2022, were you there?

20 A Give me that date again.

21 Q February 28th.

22 A What year?

23 Q '22.

24 A I can't say I was there, or I wasn't. I can't remember
25 what the actual date.

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,)
Plaintiff(s),)
versus)

Priscilla Mickie Grist, Caroline York)
Grist Lyon, Leyland H. Lyon, Jr.,)
Jennifer Browning, Browning Geriatrics)
Counseling 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,)
Defendant(s).)

DEPOSITION

WITNESS: KERRI BURNETT MCCREARY
DATE: September 14, 2023
TIME: 1:01 PM
LOCATION: Truluck Thomason, LLC
3 Boyce Avenue
Greenville, South Carolina
REPORTED BY: Rosalind Poole Walters, CVR-M
LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

1 Q. I'll just call her Jennifer.

2 A. Okay.

3 Q. We'll drop the formalities. So at that point you did
4 not know her prior to providing care to Dr. Grist. Is
5 that correct?

6 A. No, that's correct.

7 Q. And you had never worked with her before providing care
8 to Dr. Grist. Is that correct?

9 A. No.

10 Q. And it would be safe to say at that point then you had
11 never had any conversations with Jennifer regarding
12 your sexual preferences. Is that correct?

13 A. That's correct.

14 Q. And you would never have had any conversations with her
15 relating toward any specific sexual preferences you may
16 have had as it applied to either harassing, abusing,
17 grooming, or exploiting Dr. Grist specifically?

18 MR. PURIEFOY:

19 Object to the form.

20 MR. BARLOW:

21 Object to the form.

22 EXAMINATION RESUMED BY MR. SIMPSON:

23 Q. You can answer.

24 A. No. I don't -- can you repeat that one more time?

25 Q. Yeah.

1 do you believe that he needed assistance with everyday
2 run-of-the-mill activities?

3 A. Maybe not so much that they had written down, but a
4 little help, yes.

5 Q. So he wasn't completely self-sufficient?

6 A. No.

7 Q. So he did rely on people to help him to do certain
8 tasks throughout the day. Is that fair?

9 A. Yes.

10 Q. If you look at paragraph one, not the paragraph
11 directly above it, but the one right above that, it
12 makes reference to an individual named Jennifer L.
13 Browning. Do you know who Jennifer Browning is?

14 A. No. I think that's somebody at the company. I know
15 that name. I think it was on our check or something.

16 Q. Do you recall ever having any conversations with
17 Jennifer Browning?

18 A. No.

19 Q. No interactions with her at all?

20 A. I don't know who -- I don't know who that is. I mean,
21 if she hired me, then I would say I did, but I don't
22 know. I know that name. I know that, the Browning.
23 So...

24 Q. Sure. Browning Geriatrics, does that familiar?

25 A. I think so.

Page 1

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF GREENVILLE

3 Stacey Grist as Trustee of the Second
4 Amended Trust of Stanford W. Grist
5 Living Trust dated December 5, 2005,
6 Stanford Grist Veterinary Services LLC,
7 Chestnut Ridge Farm LLC, and
8 Hilly Street LLC,

Plaintiffs,

vs.

C/A NO. 2022-CP23-04055

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

Defendants.

14 DEPOSITION OF: STACEY GRIST

15 DATE: December 14, 2024

16 TIME: 10:03 a.m.

17 LOCATION: Law Offices of Truluck Thomason
18 3 Boyce Avenue
19 Greenville, SC

20 TAKEN BY: Counsel for the Defendants

21 REPORTED BY: ERIC S. GLAZIER, Court Reporter
22
23
24
25

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1 the person who worked that shift, they pulled their
2 document, a piece of paper as well where they write
3 the daily activities, and they said that never
4 happened as well.

5 Q. Why would she fabricate that?

6 MR. PURIEFOY: Object to the form.

7 A. In order to secure a new guardian being
8 put in. Tracy Parsons's order has expired. The
9 order was expired. And in order to get Tracy back
10 in, it looked like there was an emergency, so you
11 needed someone over Dr. Grist immediately, to which
12 we responded back, I would be happy to step in as
13 POA.

14 Q. Was Jennifer in the home to witness
15 falls?

16 A. No.

17 Q. Was she in the home to witness
18 interactions with staff and Dr. Grist?

19 A. No.

20 Q. Would it be reasonable for Jennifer to
21 rely upon reports of others as to Dr. Grist's
22 behaviors?

23 A. Yes.

24 Q. How do you believe that Jennifer
25 Browning advocated on behalf of Mickie and

1 email that was sent by Jennifer Browning, not this
2 email. This is not the correct email.

3 Q. In the email by Chris Couchell that was
4 incorporated into Jennifer Browning's email on
5 March 25, 2022, and is attached to the addendum
6 marked as Exhibit 18, do you claim any of the
7 statements by Chris Couchell are inaccurate or
8 untrue?

9 A. On which page?

10 Q. The third page. It's -- they're not
11 marked, so it's the third page of the exhibit.

12 A. So what's the question?

13 Q. Whether you contend that there is
14 anything inaccurate in that email.

15 A. No.

16 Q. All right.

17 And if you look at the second page of
18 Exhibit 18, the second paragraph, she writes, I am
19 concerned that there is not a temporary guardian in
20 place to look out for his best interests,
21 caregivers, medications, health care needs,
22 therapy, and any additional emergency or urgent
23 matters; I will continue to recommend a third-party
24 professional be continued.

25 Do you see that?

1 A. All contact went through Tracy.

2 Q. Going back to my initial question, how
3 did Jennifer Browning cover up the incident
4 involving the Comfort Keepers employee?

5 A. She didn't address it. She didn't do
6 an investigation. She didn't participate in it.
7 It was like a joke.

8 Q. Is that the same as covering something
9 up?

10 A. I would assume, yes.

11 Q. Did anyone contact the police?

12 A. Not that I am aware of. I was never
13 informed that anyone contacted the police.

14 Q. Okay.

15 As far as Ms. McCreary goes, did
16 Jennifer Browning hire her?

17 A. Comfort Keepers. She worked for
18 Comfort Keepers.

19 Q. So Jennifer Browning did not hire her,
20 correct?

21 A. As far as I know.

22 Q. Did Jennifer Browning know her?

23 A. I don't know. I couldn't say.

24 Q. Was Jennifer Browning aware of any
25 history of abuse, sexual or otherwise --

1 MR. PURIEFOY: Object to the form.

2 Q. -- by Ms. McCreary?

3 A. I can't say.

4 Q. Do you have any evidence that she was
5 aware of that?

6 A. I can't say.

7 Q. Well, no, you can't say -- that's not
8 an appropriate response.

9 A. I don't --

10 Q. It's yes or no.

11 A. -- have any evidence.

12 Q. Okay.

13 Did Ms. McCreary have any history of
14 abuse, sexual or otherwise, towards other folks?

15 MR. PURIEFOY: Object to the form.

16 A. I wouldn't know.

17 Q. Are you aware of any evidence that
18 Ms. McCreary had ever abused, sexually or
19 otherwise, any other individual other than
20 Dr. Grist, if she in fact did?

21 A. I wouldn't know.

22 Q. So that's a no?

23 A. I've never spoken to her. So, no, I
24 don't know. Other than on the phone or something
25 when I've called to check on my father.

1 yes. I don't have every one, no. Maybe you can
2 help me with that.

3 Q. I suggest you look at the statute.

4 A. Okay.

5 Q. It outlines them pretty clearly.

6 A. Okay.

7 Q. You allege that Ms. Browning covered up
8 sexual misconduct of Comfort Keepers so as to allow
9 Mickie and Caroline to continue their improper
10 legal proceedings?

11 A. Yes.

12 Q. Explain that.

13 A. So in order for the case to go on and
14 them to be able to keep my dad in conservatorship/
15 guardianship, then if this was filed, then that's
16 going to blow everything up, if it was brought to
17 the Court's attention.

18 No court is going to say, oh, this is
19 great; someone is being sexually raped; yeah, let's
20 keep this rolling, if it was brought to the Court's
21 attention.

22 It was never brought to the Court's
23 attention. It's her job to bring it to the Court,
24 and Tracy's job to bring it to the Court, and to
25 report an incident like this, and it was never

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1 reported, it was never brought to any attention of
2 the Court whatsoever. It was completely covered up
3 and ignored, as if it didn't exist.

4 And her job, as protecting my father,
5 you would think she would immediately take this to
6 the Court and let it be known what is happening.

7 Q. Why?

8 A. Because he's in a bad caregiving
9 agency, and you would immediately fire the
10 caregiving agency and replace the whole agency.

11 Q. Why?

12 A. Because my father was being raped by
13 someone in the agency and drug across his yard and
14 drug overdosed and given pills.

15 Q. Who drug overdosed him?

16 A. They gave him pills so that he -- she
17 said she doesn't care how many pills she gives him
18 until he doesn't wake up. That was a Comfort
19 Keepers employee.

20 Q. Which one?

21 A. Wanda.

22 Q. Is that an email?

23 A. There's a video. And you got sent the
24 video, too, because we saw it upstairs.

25 Q. Prior to the report of the McCreary

1 MR. PURIEFOY: Object to the form.

2 A. I couldn't tell you.

3 Q. What is Comfort Keepers's reputation?

4 MR. PURIEFOY: Object to the form.

5 A. I couldn't say.

6 Q. How would Jennifer Browning benefit
7 from Dr. Grist's estate documents being changed?

8 A. Because it keeps them in the
9 conservator/guardianship longer, like I said, and
10 everyone is able to make money.

11 Q. Did Jennifer Browning ever seek to
12 change any of the estate documents?

13 A. I'm not sure. I couldn't say.

14 Q. Have the estate documents been changed?

15 A. No, they have not.

16 Q. You contend that Jennifer Browning
17 charged astronomically higher rates than similar
18 companies or persons.

19 What's the basis for that allegation?

20 A. Other guardian ad litem's charged a
21 lower rate than Mrs. Browning.

22 Q. What is the going rate for a GAL in
23 Greenville County, South Carolina?

24 A. I mean, I called a couple places.
25 Everywhere was different. Anywhere from 125 to

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 MEMORANDUM IN SUPPORT OF DEFENDANT TRACY PARSONS' MOTION FOR SUMMARY JUDGMENT

Defendant Tracy Parsons ("Ms. Parsons"),¹ through her undersigned counsel, submits the following memorandum in support of her Motion for Summary Judgment filed October 4, 2024 (the "Motion").

INTRODUCTION

Ms. Parsons' involvement in this intractable family dispute began on July 30, 2020, when she was appointed temporary guardian of Stanford W. Grist ("Dr. Grist") by order of the Greenville County Probate Court in an action brought by Dr. Grist's daughter, Mickie Grist, pursuant to S.C. Code Ann. §§ 62-5-303 et seq. Ms. Parsons' guardianship was extended—again

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

by order of the Greenville County Probate Court—in or about April 2022 and expired in July 2022 (approximately two years after it began). The Plaintiffs allege that, during her guardianship, Ms. Parsons sought to obtain and exercise control over Dr. Grist and his assets, isolated Dr. Grist from his family, retained Kiki's Kare LLC d/b/a Comfort Keepers to provide in-home health care for Dr. Grist, and concealed evidence of alleged sexual abuse of Dr. Grist by a Comfort Keepers employee.² The Second Amended Complaint asserts six causes of action against Ms. Parsons based on these allegations: (1) negligence/gross negligence; (2) negligent hiring, negligent training, and negligent supervision; (3) abuse of process/aiding and abetting abuse of process; (4) civil conspiracy; (5) violation of the South Carolina Unfair Trade Practices Act; and (6) violation of the Power of Attorney Act. However, as detailed herein, there is no genuine issue as to any material fact that will entitle the Plaintiffs to a verdict against Ms. Parsons, and thus Ms. Parsons is entitled to judgment as a matter of law.

STANDARD OF REVIEW

Summary judgment shall be granted “if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Rule 56(c), SCRCF; Singleton v. Sherer, 377 S.C. 185, 197, 659 S.E.2d 196, 202 (Ct. App. 2008). “The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” George v. Fabri, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001). See also Ward v. Zelinski, 260 S.C. 229, 232, 195 S.E.2d 385, 387 (1973) (“[I]f the evidence is susceptible of only one reasonable inference, the question is no longer one for the

² For a more detailed recitation of the underlying facts and procedural history of this case, Ms. Parsons references and incorporates the “Factual Background” section of the summary judgment memorandum filed by Defendants Jennifer Browning and Browning Geriatric Consulting, LLC.

jury but one of law for the Court.”). Accordingly, “when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted.” Miller v. Blumenthal Mills, Inc., 365 S.C. 204, 220, 616 S.E.2d 722, 729 (Ct. App. 2005). See also CEL Prods., L.L.C. v. Rozelle, 357 S.C. 125, 129, 591 S.E.2d 643, 645 (Ct. App. 2004) (noting that Rule 56(c) “mandates the entry of summary judgment, after adequate time for discovery against a party who fails to make a showing sufficient to establish the existence of an element essential to the party’s case and on which that party will bear the burden of proof at trial”) (citations and quotation marks omitted).

“Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. AT&T, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citation omitted). “With respect to an issue upon which the nonmoving party bears the burden of proof, this initial responsibility may be discharged by showing -- that is, pointing out to the [trial] court -- that there is an absence of evidence to support the nonmoving party’s case.” Id. (brackets in original) (citation and quotation marks omitted). Once the moving party’s responsibility is discharged, “an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.” Rule 56(e), SCRCF. See also Gauld v. O’Shaugnessy Realty Co., 380 S.C. 548, 558-59, 671 S.E.2d 79, 85 (Ct. App. 2008) (“Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent’s case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings” but “must present specific facts showing a genuine issue for trial.”) (citations and quotation marks omitted); Russell v. Wachovia Bank, N.A., 353 S.C. 208, 220, 578 S.E.2d 329, 335 (2003) (“When

opposing a summary judgment motion, the nonmoving party must do more than simply show that there is a metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial.”) (citation and quotation marks omitted). A “mere scintilla” of evidence will not suffice. See, e.g., Kitchen Planners, LLC v. Friedman, 440 S.C. 456, 463, 892 S.E.2d 297, 301 (2023). Instead, “there must be evidence on which the jury could reasonably find for the plaintiff.” Id. (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (1986)).

ARGUMENT

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

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

The court elaborated:

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

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

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

We find the reasoning that supports a finding of absolute quasi-judicial immunity for court-appointed guardians also supports a finding of absolute quasi-judicial immunity for court-appointed examiners in guardianship proceedings. Court-appointed examiners are essentially an arm of the judiciary. Additionally, quasi-

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

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

The common thread between the guardian ad litem in Fleming and the examiner in Vaughan is that both were court-appointed. In this case, Ms. Parsons was likewise court-appointed pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws—the same article that provides for the appointment of guardians ad litem and examiners. See, e.g., S.C. Code Ann. § 62-5-101(9) (defining “guardian” as “a person appointed by the court as guardian” who “shall make decisions regarding the ward’s health, education, maintenance, and support”); S.C. Code Ann. § 62-5-303B (providing for the appointment of guardians ad litem and examiners); S.C. Code Ann. § 62-5-304 (providing for the appointment of guardians). She testified in her deposition³ that, in her capacity as Dr. Grist’s guardian, she acted as a representative of the court and under the court’s authority pursuant to state law. Counsel for the Plaintiffs declined to cross-examine Ms. Parsons about any of her testimony,⁴ and the Plaintiff has not produced any contrary evidence or testimony. Therefore, the same reasoning applied in Fleming and Vaughan extends to Ms. Parsons. See, e.g., Dickerson v. Siegal, No. 1:23-cv-

³ Ms. Parsons was just recently deposed on October 9, 2024, and the transcript of her testimony was not yet available as of the time this memorandum was filed. However, counsel for Ms. Parsons requested expedited delivery of the transcript, the pertinent portions of which will be provided to the court as soon as possible.

⁴ In Fleming, the Supreme Court noted that, despite their immunity from suit, the accountability of guardians ad litem is preserved by, among other things, the ability of opposing parties to cross-examine them. 326 S.C. at 57, 483 S.E.2d at 755.

03859-ERK, 2023 U.S. Dist. LEXIS 168719, at *8 (E.D.N.Y. Sep. 21, 2023) (holding that a court-appointed temporary guardian who acted “as an adjunct of the New York state judicial system” was “absolutely immune from suit, under the doctrine of ‘quasi-judicial immunity’”). All acts she performed with respect to Dr. Grist were within the scope of her appointment. Failure to extend immunity under the circumstances—thus exposing guardians to litigation like this action and others currently embroiling Ms. Parsons—would have a chilling effect on the willingness of qualified individuals to serve in this vital role. Ms. Parsons is, therefore, entitled to absolute immunity from the Plaintiffs’ claims, all of which should be dismissed as against her with prejudice.

II. PLAINTIFF STACEY GRIST WAS UNABLE TO ARTICULATE A SINGLE WRONGFUL ACT BY MS. PARSONS.

On June 14, 2022, approximately one month before Ms. Parsons’ guardianship expired and after almost all of the alleged conduct described in the Second Amended Complaint—including the alleged sexual abuse of Dr. Grist by former Comfort Keepers employee Kerry McCreary⁵—Plaintiff Stacey Grist was deposed in the Greenville County Probate Court matters then pending between herself and various family members. She was asked, point blank: “Do you have any specific issues with anything that Ms. Parsons has done up to this point?” Deposition of Stacey Desiree Grist (Jun. 14, 2022) at 247:20-22 (quoted excerpts attached hereto as Exhibit 1). Ms. Grist could not articulate a single wrongful act by Ms. Parsons, responding instead: “I just don’t feel that Ms. Parsons is necessary at this point.” Grist Depo. at 247:23-24. Counsel then asked a clarifying question: “So it’s not that she’s really done anything improper. It’s just that maybe the added cost to Dr. Grist, you believe, is unnecessary?” Grist Depo. at 247:25-248:2.

⁵ Paragraph 55 of the Second Amended Complaint alleges the abuse occurred on or about May 27, 2021.

Ms. Grist confirmed that Ms. Parsons had not done anything improper and that her objection to Ms. Parsons' guardianship was merely the added cost to Dr. Grist, responding: "I think it's -- yes, it's unnecessary cost-wise." Grist Depo. at 248:3.

Ms. Grist later regretted that moment of transparent honesty and attempted to take it back at a subsequent deposition. She has also submitted an affidavit in this case in which she attempts to identify purportedly wrongful conduct by Ms. Parsons. However, it is well established that a party may not offer her own contradictory testimony to avoid summary judgment. See, e.g., McMaster v. Dewitt, 411 S.C. 138, 149, 767 S.E.2d 451, 456 (Ct. App. 2014) ("A trial court may exclude an affidavit when it was submitted to contradict that party's own prior sworn statement in an attempt to create a sham issue of material fact.") (citation and quotation marks omitted). Ms. Grist's later testimony should be disregarded.

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

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

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

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

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

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

Deposition of Stacey Grist (Dec. 14, 2023) at 217:8-12 (quoted excerpts attached hereto as Exhibit 2). In other words, the alleged sexual assault was completely unforeseeable. The Plaintiffs can point to no authority supporting liability under such circumstances.

Furthermore, while Ms. McCreary was not an employee of Ms. Parsons (as set forth in Section IV below), even if there had been an employment relationship between the two, Ms. Parsons would not be liable for any sexual assault perpetrated by Ms. McCreary. “It is well settled that the liability of the master for the torts of his servant arises only when the servant is acting about the master’s business, within the scope of his employment; if he is upon his own business acting outside of his employment the master is not liable.” Lane v. Modern Music, Inc., 244 S.C. 299, 305, 136 S.E.2d 713, 716 (1964). “If a servant steps aside from the master’s business for some purpose wholly disconnected with his employment, the relation of master and servant is temporarily suspended; and this is so no matter how short the time, and the master is not liable for his acts during such time.” Id. “An act falls within the scope of the servant’s employment if it was reasonably necessary to accomplish the purpose of the servant’s employment, and it was done in furtherance of the master’s business.” Wade v. Berkeley County, 330 S.C. 311, 319, 498 S.E.2d 684, 688 (Ct. App. 1988). In this case, to the extent Ms.

McCreary sexually assaulted Dr. Grist, she plainly was not acting within the scope of her purported employment when she did so.

Common sense dictates that criminal conduct—particularly an intentional sexual assault against a vulnerable adult—is not within the scope of any employment. Such behavior is never “reasonably necessary to accomplish the purpose of the servant’s employment” or “done in furtherance of the master’s business.” Rather, it is “wholly disconnected with [the servant’s] employment” and furthers only the employee’s personal satisfaction. Courts across the country, including in South Carolina, have so held. See, e.g., Anderson v. United States, No. 8:12-cv-3203-TMC, 2016 U.S. Dist. LEXIS 9225, at *31 (D.S.C. Jan. 27, 2016) (“South Carolina courts have specifically considered whether an employee was acting within the scope of his employment when he commits a sexual assault. In all four cases, South Carolina courts have found that the sexual advances were outside the scope of employment.”) (citing Frazier v. Badger, 361 S.C. 94, 603 S.E.2d 587 (2004); Doe v. S.C. State Budget & Control Bd., 329 S.C. 214, 494 S.E.2d 469 (Ct. App. 1997); Loadholt v. S.C. State Budget & Control Bd., 339 S.C. 165, 528 S.E.2d 670 (Ct. App. 2000); Padgett v. S.C. Ins. Reserve Fund, 340 S.C. 250, 531 S.E.2d 305 (Ct. App. 2000)); Lee v. Jones, No. 1:14-cv-04159-JMC, 2015 U.S. Dist. LEXIS 78325, at *19 (D.S.C. June 17, 2015) (“[P]ursuant to South Carolina agency law, [the employee] was not furthering his employer’s interest in sexually assaulting Plaintiff.”); Thigpen v. United States, 618 F. Supp. 239, 245 (D.S.C. 1985) (“[The employee’s] duties did not include assaults and batteries on children. He was not furthering his master’s employment when he sexually assaulted [the victims]. Instead, he was furthering his own self-interest. His conduct—forcing the girls to touch his groin area and fondling [a victim]—was not part of their medical care. Therefore, plaintiffs’ claims are barred because his conduct was not within the scope of his

employment.”); Doe v. United States, 618 F. Supp. 71, 74 (D.S.C. 1985) (“[T]he [sexually inappropriate] acts of the government employee herein were far beyond the scope of his employment[.]”). Ms. Parsons is, therefore, not liable for Ms. McCreary’s alleged sexual misconduct.

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

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

Moreover, even if there had been an employment relationship between Ms. Parsons and Ms. McCreary, the record would still be lacking any evidence of Ms. Parsons’ liability. In James, the Supreme Court described the specific circumstances under which an employer may be held liable for negligent hiring, supervision, or training. The court stated:

In circumstances where an employer knew or should have known that its employment of a specific person created an undue risk of harm to the public, a plaintiff may claim that the employer was itself negligent in hiring, supervising, or training the employee, or that the employer acted negligently in entrusting its employee with a tool that created an unreasonable risk of harm to the public.

Id. at 631, 661 S.E.2d at 330. Thus, in order to recover under this cause of action, the Plaintiffs must establish that Ms. McCreary had a propensity to cause harm and that Ms. Parsons knew or should have known of that propensity to cause harm. Whether an employer has sufficient

knowledge of an employee's potential to cause harm turns on "whether the employer knew the offending employee was in the habit of misconducting himself in a manner dangerous to others." Doe v. ATC, Inc., 367 S.C. 199, 206, 624 S.E.2d 447, 450-51 (Ct. App. 2005) (citations and quotation marks omitted). However, there is no record evidence that, prior to the alleged incident with Dr. Grist, Ms. Parsons knew Ms. McCreary had such a habit. See, e.g., Brockington v. Pee Dee Mental Health Ctr., 315 S.C. 214, 218, 433 S.E.2d 16, 18 (Ct. App. 1993) (reversing a jury verdict for the plaintiff on a negligent supervision claim due to a lack of evidence that the employer was aware of its employee's propensity to engage in predatory sexual conduct). See also Moore by Moore v. Berkeley Cty. Sch. Dist., 326 S.C. 584, 591-92, 486 S.E.2d 9, 13 (Ct. App. 1997) (affirming summary judgment for the employer because "[a]bsent some evidence indicating notice to the [employer] of [the employee's] inappropriate sexual proclivities, there is no basis to conclude the [employer] knew or should have known of the necessity for supervising her conduct"). Indeed, as set forth in Section III above, the only evidence is to the contrary.

V. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS' ABUSE OF PROCESS CLAIM AGAINST MS. PARSONS.

"The essential elements of abuse of process are an ulterior purpose and a willful act in the use of the process not proper in the conduct of the proceeding. The abuse of process tort provides a remedy for one damaged by another's perversion of a legal procedure for a purpose not intended by the procedure." Argoe v. Three Rivers Behavioral Ctr. & Psychiatric Sols., 388 S.C. 394, 403, 697 S.E.2d 551, 556 (2010). The second element of the tort—a willful act in the use of the process not proper in the conduct of the proceeding—is comprised of three components: "1) a willful or overt act 2) in the use of the process 3) that is improper because it is either (a) unauthorized or (b) aimed at an illegitimate collateral objective." Food Lion, Inc. v.

United Food & Commer. Workers Int'l Union, 351 S.C. 65, 71, 567 S.E.2d 251, 254 (Ct. App. 2002) (citation and quotation marks omitted). There is not a shred of evidence in the record supporting such a claim against Ms. Parsons, who did not “use the process” (much less in an improper manner) but merely accepted a court appointment to serve as a temporary guardian.

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

A claim for civil conspiracy is comprised of the following elements: “(1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff.” Paradis v. Charleston Cty. Sch. Dist., 433 S.C. 562, 574, 861 S.E.2d 774, 780 (2021). In this case, the record contains zero evidence of unlawful acts committed by Ms. Parsons, lawful acts committed by Ms. Parsons by unlawful means, or one or more overt acts committed by Ms. Parsons in furtherance of some purported conspiracy. Indeed, the record lacks evidence that Ms. Parsons had ever even heard of Dr. Grist or his family prior to her appointment as temporary guardian, much less that she agreed to be part of some nefarious scheme to exploit Dr. Grist’s wealth for personal gain.

VII. THE RECORD DOES NOT SUPPORT THE PLAINTIFFS’ UNFAIR TRADE PRACTICES CLAIM AGAINST MS. PARSONS.

In order to prevail in an action for violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 et seq. (“SCUTPA”), a plaintiff must prove three elements: “(1) the defendant engaged in an unfair or deceptive act in the conduct of trade or commerce; (2) the unfair or deceptive act affected the public interest; and (3) the plaintiff suffered monetary or property loss as a result of the defendant’s unfair or deceptive act(s).” RFT Mgmt. Co., L.L.C. v. Tinsley & Adams L.L.P., 399 S.C. 322, 337, 732 S.E.2d 166, 174 (2012) (citations and quotation

marks omitted). The record contains no evidence that Ms. Parsons employed unfair or deceptive practices in the conduct of trade or commerce with the Plaintiffs. Paragraph 98 of the Second Amended Complaint alleges that Ms. Parsons “gained control over Dr. Grist illegally,” “billed him improperly,” and charged him “an astronomically higher rate than similar companies and/or persons,” but there is no evidence of any of these allegations. Ms. Parsons was appointed as Dr. Grist’s temporary guardian *by the court pursuant to statute* (not illegally) and billed the same, consistent way she does in all similar cases. The Plaintiffs have produced no evidence to the contrary, and thus their SCUTPA claim fails.

Moreover, S.C. Code Ann. § 39-5-40(a) provides that SCUTPA is inapplicable to “[a]ctions or transactions permitted under laws administered by any regulatory body or officer acting under statutory authority of this State . . . or actions or transactions permitted by any other South Carolina State law.” As previously stated, Ms. Parsons was court-appointed pursuant to the provisions of Article 5 of Title 62 of the South Carolina Code of Laws and her guardianship was overseen by the Greenville County Probate Court. SCUTPA is clearly inapplicable here.

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

The final cause of action asserted against Ms. Parsons is violation of the South Carolina Uniform Power of Attorney Act, S.C. Code Ann. §§ 62-8-101 et seq. Paragraph 124 of the Second Amended Complaint alleges that Ms. Parsons violated the act by “refus[ing] to accept Dr. Grist [sic] acknowledged Durable Power of Attorney.” However, the act does not establish a private right of action, and the Plaintiffs can cite no authority recognizing such a claim.⁶ Accordingly, it should be dismissed.

⁶ Even if such a cause of action existed, there is no evidence that Ms. Parsons “refused to accept” Dr. Grist’s power of attorney. Quite simply, she was court-appointed and carried out the

CONCLUSION

For the reasons explained above—namely that Ms. Parsons is immune from liability for claims arising out of her service as a court-appointed guardian and because the record lacks any evidence supporting the Plaintiffs’ claims against her⁷—Defendant Tracy Parsons respectfully requests that an order be entered awarding her summary judgment on the Second Amended Complaint and dismissing her as a defendant in this action with prejudice.

s/Curtis W. Dowling

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October 15, 2024

court-imposed mandate set forth in the orders appointing her. If her appointment was, as the Plaintiffs contend, inconsistent with Dr. Grist’s power of attorney, that was an issue for them to address with the Greenville County Probate Court.

⁷ Ms. Parsons also relies upon and incorporates herein arguments made in any other similar motions or memoranda that have been or may be filed by other Defendants (to the extent applicable).

ELECTRONICALLY FILED - 2024 Oct 15 9:19 AM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

**Stacey Grist
June 14, 2022**

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BY: Adam G. Lee, Esquire
.....On behalf of Stanford W. Grist

Also attending:
Leyland H. Lyon and
Caroline York Grist Lyon, Defendants

STIPULATIONS: The within deposition was taken pursuant to
the South Carolina Rules of Civil Procedure.

WAIVER: Examination and reading of the deposition are
waived by the witness and by the parties.

**Stacey Grist
June 14, 2022**

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1 Q. Would you agree with me that Dr. Grist has always
2 expressed his primary desire is to remain in his
3 home?

4 A. Yes.

5 Q. That he does not want to be placed in assisted
6 living?

7 A. Yes.

8 Q. Would you take all necessary actions that are
9 reasonable and for his best interest to -- to allow
10 him to stay at home?

11 A. Yes.

12 Q. Okay. So if you had to utilize Comfort Keepers or
13 another nursing care agency, you would do that and
14 facilitate that?

15 A. Yes.

16 Q. Okay. Who would you involve in your father's care
17 other than nursing care? Would you have any other
18 people that you would rely on?

19 A. No.

20 Q. Okay. Do you have any specific issues with
21 anything that Ms. Parsons has done up to this
22 point?

23 A. I just don't feel that Ms. Parsons is necessary at
24 this point.

25 Q. So it's not that she's really done anything

**Stacey Grist
June 14, 2022**

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1 **improper. It's just that maybe the added cost to**
2 **Dr. Grist, you believe, is unnecessary?**

3 A. I think it's -- yes, it's unnecessary cost-wise. I
4 think it's unnecessary all together because I've
5 already been appointed by him for that, so.

6 **Q. Did you and your father ever talk about you serving**
7 **in that role as -- if it became necessary?**

8 A. He did mention to me after his -- after he finished
9 his Power of Attorney, that he did mark that as
10 well -- as me serving if he had to have someone.

11 **Q. Has Chace Campbell ever represented you, other than**
12 **the lawsuit from the former employee? Has he ever**
13 **represented you in any capacity?**

14 A. No.

15 **Q. Do you know Chace Campbell socially or any other**
16 **way?**

17 A. No, I do not.

18 **Q. Were you involved in providing any information to**
19 **Chace Campbell in regards to the documents that he**
20 **prepared for your father?**

21 A. No.

22 **Q. Okay. Were you involved in obtaining the mental**
23 **evaluation provided by Dr. Mullen?**

24 A. No.

25 **Q. Do you know Dr. Mullen?**

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STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Stacey Grist as Trustee of the Second
Amended Trust of Stanford W. Grist
Living Trust dated December 5, 2005,
Stanford Grist Veterinary Services LLC,
Chestnut Ridge Farm LLC, and
Hilly Street LLC,

Plaintiffs,

vs.

C/A NO. 2022-CP23-04055

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.

DEPOSITION OF: STACEY GRIST

DATE: December 14, 2023

TIME: 10:03 a.m.

LOCATION: Law Offices of Truluck Thomason
3 Boyce Avenue
Greenville, SC

TAKEN BY: Counsel for the Defendants

REPORTED BY: ERIC S. GLAZIER, Court Reporter



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12 CHRIS COUCHELL, INDIVIDUALLY AND AS
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(INDEX AT REAR OF TRANSCRIPT)

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1 father. No one was coming out to ask about the
2 caregivers, how he liked them, how the situation
3 was going. No one ever did that.

4 Q. You claim that Jennifer ignored
5 Ms. McCreary's known predilections towards sexual
6 misconduct and abuse.

7 What were her known predilections
8 towards sexual misconduct and abuse?

9 A. Can you repeat the question?

10 Q. Yeah.

11 You contend that Jennifer Browning
12 ignored Ms. McCreary's known predilections towards
13 sexual misconduct and abuse.

14 And I'm just asking, what were those
15 known predilections?

16 THE WITNESS: Let me speak to you real
17 quick.

18 MR. PURIEFOY: No. So --

19 THE WITNESS: Oh.

20 MR. PURIEFOY: -- I can only talk to
21 you about documents.

22 THE WITNESS: Okay.

23 MR. PURIEFOY: And because we're not
24 talking about a document, you have to answer his
25 questions.

1 A. Okay. I am assuming that we received
2 something -- I'm assuming that we received
3 something.

4 Q. What was received by Jennifer Browning?

5 A. I would have to go back and look
6 through -- not from Jennifer Browning. I'm
7 assuming that we received something else.

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

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

13 Q. And you don't have any reason to
14 believe that Jennifer Browning was aware of
15 Ms. McCreary's past related to abuse, if it
16 existed?

17 A. I do not know if she interviewed her.
18 I do not know if she -- I never saw her interview.
19 I never saw her talk with any of the caregivers. I
20 never saw her meet any of the caregivers. So, no,
21 I'm unaware other than her coming to the house when
22 she did her interview with Ann present.

23 Q. Okay.

24 What are the damages that you contend
25 occurred as a result of Ms. Browning failing to do

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 SUPPLEMENTAL EXHIBITS IN SUPPORT OF DEFENDANT TRACY PARSONS' MOTION FOR SUMMARY JUDGMENT

Defendant Tracy Parsons, through her undersigned counsel, submits the following supplemental exhibits in support of her Motion for Summary Judgment filed October 4, 2024.

- Exhibit 3 – Deposition of Tracy Parsons (Oct. 9, 2024)
- Exhibit 4 – Order of Greenville County Probate Court (Jul. 30, 2020)
- Exhibit 5 – Consent Order (Guardianship) of Greenville County Probate Court (Feb. 10, 2021)
- Exhibit 6 – Consent Order (Guardianship) of Greenville County Probate Court (Mar. 24, 2021)
- Exhibit 7 – Consent Order (Guardianship) of Greenville County Probate Court (Sep. 22, 2021)
- Exhibit 8 – Order of Greenville County Probate Court (Apr. 20, 2022)

s/Curtis W. Dowling

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Attorneys for Tracy Parsons

October 15, 2024

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
THE 13TH JUDICIAL CIRCUIT

Stacey Grist, 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-CP23-04055

Plaintiffs,
VS.

Priscilla Mickie Grist,)
Caroline York Grist Lyon,)
Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics)
Consulting, LLC, Tracy Parsons)
Kiki's Kare, Chris Couchell)
individually and as a member)
of Kiki's Kare, LLC, and Kerry)
Burnett McCreary,)

Defendants.

DEPOSITION OF
Tracy Parsons

DEPOSITION TAKEN ON:
Wednesday, October 9, 2024
10:00 a.m. - 10:25 a.m.

DEPOSITION TAKEN AT:
Cassidy Coates Price, P.A.
1052 North Church Street
Greenville, South Carolina 29601

REPORTED BY: Kaitlin A. Guertin, CVR
JOB #: J11851778

EXHIBIT

3

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Certificate	22

EXHIBITS

NUMBER	DESCRIPTION	PAGE

(No exhibits marked.)

*DIGITALLY RECORDED AUDIO RETAINED FOR TWELVE (12)
MONTHS FROM DATE OF CERTIFICATION.

DEPOSITION OF TRACY PARSONS

October 9, 2024

THE COURT REPORTER: Please raise your right
hand.

(The Oath administered.)

THE WITNESS: I do.

Whereupon, TRACY PARSONS,
being duly sworn and cautioned to speak the truth, the
whole truth, and nothing but the truth, testifies and
deposed as follows:

EXAMINATION

BY MR. PEELE:

Q Ms. Parsons, my name is Rob Peele. I
represent Chris Couchell, Erin Couchell, and Kiki's Kare
in this litigation. Have you ever given a deposition
before?

A I have not.

Q Okay. So I'll go over the ground rules. This
is a simple question and answer session. I'm going to
ask you a series of questions and then you're going to
provide the answers. You may hear lawyers object to the
form of a question. That probably means I asked a bad
question or improper question or a question that didn't
make a lot of sense. Even if a lawyer objects, please
still answer the question; is that fair?

1 A Fair.

2 Q Since the court reporter's taking down
3 everything we say, and you're doing a good job, if the
4 answer elicits a yes, please say, "yes," if it elicits a
5 no, please say, "no." If you don't understand my
6 question, please ask me to rephrase it because if you
7 answer my question I'm going to assume you understood
8 it; is that fair?

9 A Fair.

10 Q And then the 1 percent of the time your may
11 instruct you not to answer, if he does that we'll just
12 ask you to leave the room and see where the confusion
13 lies; is that fair?

14 A Fair.

15 Q Can you tell me your full name for the record?

16 A Tracy Campbell Parsons.

17 Q And what is your residential address?

18 A [REDACTED]

19 [REDACTED]

20 Q And how long have you lived there?

21 A We purchased the house December 2020.

22 Q Okay. And where were you born?

23 A Greenville, South Carolina.

24 Q Okay. Are you married?

25 A Yes.

1 Q What's your husband's name?

2 A Amos Michael Parsons. He goes by Mike.

3 Q Is he employed outside the home?

4 A Yes.

5 Q What does he do for living?

6 A He works for Duke Energy.

7 Q Doing what?

8 A He is the supply-chain manager.

9 MR. SUGGS: He's busy.

10 THE WITNESS: Worked 107 hours overtime so
11 far.

12 Q (BY MR. PEELE) Oh my goodness.

13 A In a week. Yeah.

14 Q That's unbelievable. Do you have any children
15 over the age of 18?

16 A I do.

17 Q Residing in Greenville County?

18 A Yes.

19 Q All right. I'll go with the oldest one.

20 What's the oldest one?

21 A She's the only one.

22 Q Okay. What was her name?

23 A Maylyn, M-a-y-l-y-n, Misiora, M-i-s-i-o-r-a.

24 Q Okay. And what's her date of birth?

25 A [REDACTED]

1 Q And is she married?

2 A She is.

3 Q What's her husband's name?

4 A Justin.

5 Q Does she work outside the house?

6 A She does.

7 Q What does she do for a living?

8 A She is a biomedical engineer for Abbott
9 Industries.

10 Q Okay. What's your date of birth?

11 A [REDACTED]

12 Q Okay. And did you go to high school?

13 A I did.

14 Q Where did you go to high school?

15 A Wade Hampton High School.

16 Q Did you graduate?

17 A I did.

18 Q What year?

19 A 1988.

20 Q And did you go to college?

21 A I did.

22 Q Where did you go to college?

23 A Columbia College in Columbia, South Carolina.

24 Q Did you graduate?

25 A I did.

1 **Q What year?**

2 A December '91.

3 **Q And what did you major in?**

4 A Psychology.

5 **Q And do you have any other higher educational**
6 **degree?**

7 A I do.

8 **Q Okay. Where did you get that?**

9 A I have a certificate for Greenville Tech in
10 gerontology. I have a master's in education with an
11 emphasis in guidance and counseling from Clemson
12 University that I got in 1995.

13 **Q Okay. The certificate you got at Greenville**
14 **Tech, what was that in?**

15 A It's just certificate program. I mean, it was
16 like a three to six month program. It was --

17 **Q You called it something?**

18 A Certificate in gerontology.

19 **Q What is gerontology?**

20 A Old age. Geriatrics.

21 **Q Okay. And are you currently working?**

22 A I am.

23 **Q Where do you work?**

24 A I'm self-employed.

25 **Q What's the name of your business?**

1 A Tracy C. Parsons, LPC, PA.

2 Q Okay. And what is the nature of your
3 business?

4 A Geriatric care manager. The majority of my
5 work is done through -- with probate. I do have -- I do
6 private contract work with trust companies or with
7 individuals in the community based on referral basis.

8 Q How long has Tracy C. Parsons been in
9 existence?

10 A I became an S-Corp in 2006.

11 Q And do you have any employees?

12 A I do not.

13 Q Okay. Do you have any 1099s -- any
14 independent contractors?

15 A My CPA. I mean, but, no. I don't have any --
16 no.

17 Q Okay. And do you work -- is your business, do
18 you to run it outside your home? Do you have a physical
19 office?

20 A I just run it from my home.

21 Q All right. So you got your master's in
22 education from Clemson in 1995. Did you have an
23 emphasis of a study or anything?

24 A That master's program is designed for people
25 who either go one of two tracks, either a guidance and

1 counselor -- guidance counselor in a school or
2 community-based. DSS, Department of Mental Health,
3 those types of agencies. DHEC. It's a community-based.
4 That's a master's degree for that.

5 **Q Okay. After you graduated from Clemson in**
6 **'95, did you go into the workforce?**

7 A I did.

8 **Q Where did you work?**

9 A From '93 -- from March of '93 until August
10 of 2000 -- actually, until May of 2003 -- let me back
11 up. I'm sorry. Hold on. From August of -- from March
12 of '93 until I resigned August of '92, I was working at
13 South Carolina of Mental Health.

14 MR. SUGGS: Those were backwards.

15 THE WITNESS: Huh?

16 MR. PURIEFOY: Those dates were backwards.

17 THE WITNESS: March of '93 until August
18 of 2002.

19 MR. PURIEFOY: She said '92.

20 MR. PEELE: She did say '92.

21 A I'm sorry. Until 2002. For nine years, I
22 worked for South Carolina Department Mental Health.

23 **Q (BY MR. PEELE) Okay. What was your job title**
24 **there?**

25 A Initially, I was a therapeutic assistance

1 working in the day program for chronically mentally ill
2 adults. And then, after I got my master's degree, I was
3 the supervisor of that program supervising five staff.
4 And we ran an outpatient day program for chronically and
5 mentally ill adults for -- we did activities, we did
6 outings, we fed them, we made sure that they were --
7 there was nurses and physicians that they would see
8 on-site. A variety of activities, therapy groups.
9 Small groups, not intensive therapy but you know games
10 and education and resources and keeping an eye on these
11 folks.

12 **Q Okay. And you resigned --**

13 A I resigned in August of 2002. At that time,
14 for one year, I taught in the critical needs program
15 emotionally handicapped middle school children at Beck
16 Middle. And this was when Beck was off of Pleasantburg,
17 not Woodruff.

18 **Q What's the name of the school again?**

19 A It's Beck. Beck Middle School. But it was
20 for emotionally handicapped self-contained class.

21 **Q And you did that for a year?**

22 A Yes.

23 **Q And what did you do next?**

24 A This. I started working with probate court,
25 started, you know, doing this kind of work since 2000 --

1 basically since 2003.

2 Q Okay. And so kind of describe -- and you've
3 done a pretty good job describing what you do now, but
4 kind of go in more detail about what your business does.

5 A I get referrals from attorneys, from trust
6 officers, from former clients, from word-of-mouth, from
7 friends, from professionals in the area. And every
8 situation is different. Sometimes it's just, you know,
9 we need placement for a loved one. This is what we
10 have. This is what we our needs are. And it's going in
11 there doing an interview and talking with a family and
12 sending them on this is what -- these are some
13 facilities to choose from or if you what to bring in
14 home care. It's an assessment. It's a process of
15 seeing what their needs are versus what their resources
16 are.

17 If I am appointed by the probate court, then
18 that's a totally other scenario where I get a phone call
19 from either the court directly or from an attorney and
20 says, hey, Tracy, would you be interested in serving in
21 this capacity? And there's several different roles
22 underneath that.

23 Q Okay. So kind of go in a little more detail.
24 When do you do things for the probate court, is it just
25 Greenville County? Greenville/Spartanburg? Tell me

1 **where you --**

2 A I have had one case in York County. I have
3 had -- I have served in Pickens County, Anderson County
4 Greenville, Spartanburg, and had one from -- couple from
5 Greenwood, couple from Laurens County.

6 **Q And when you become involved in probate court,**
7 **kind of generally go through the process of what**
8 **happens.**

9 A I get that initial phone call, again, from a
10 professional, whether it be someone from the court
11 themselves or from an attorney that's involved in the
12 case. And the attorney could be the petitioning
13 attorney, the attorney is be someone representing a
14 different individual, or it could be the guardian ad
15 litem. It could be anyone that's involved in that case
16 and they say, hey, Tracy this is what I've got, would
17 you be interested in serving? And the answer's either
18 yes or no.

19 **Q Okay. How many times do you think you've**
20 **served in a role for the probate court?**

21 A I don't know probate court specifically.
22 Since I -- since around 2006 I have done 350 cases
23 whether that be -- well, 355, but whether that be
24 probate, private consultations, clients through trust
25 companies. How many exactly from probate, I don't know.

1 **Q Okay. And do you know who Stanford Grist is?**

2 A I do.

3 **Q Tell me, did you ever become involved with any**
4 **of his probate matters?**

5 A I did.

6 **Q Tell me how you became involved in the Grist**
7 **matter?**

8 A I got a phone call from someone from Ashmore
9 Leaphart Rabon, I don't remember of it was Neil or if it
10 was Hall, I don't remember which attorney it was
11 specifically, in July of 2020 asking me if I would be
12 willing to serve as a temporary guardian.

13 **Q And what happened next?**

14 A I met with Mickie Grist, the current -- she
15 was the current temporary guardian. And then I attended
16 a hearing on -- the end of July via Zoom. And the judge
17 appointed me.

18 **Q And which judge was that?**

19 A Clayton Jennings.

20 **Q And what did you understand your role to be as**
21 **temporary guardian for Dr. Grist?**

22 A When you're temporary guardian, you are over
23 the healthcare, the comfort, and the control. You
24 oversee the medical, you oversee their care, you -- I
25 mean, I provided communication to the family. You look

1 to make sure that they have everything that they need,
2 that they are safe, and that they are being cared for.

3 Q So when Judge Jennings appointed you at the
4 end of July 2020, how long did you serve as temporary
5 guardian?

6 A I was relieved August of '22.

7 Q Okay. And why were you relieved?

8 A I didn't want to -- I didn't want to do it
9 anymore and the -- Stacey contested the guardianship in
10 April of '22. She contested the -- she did not consent
11 to the agreement.

12 Q So did your dealings with Dr. Grist and the
13 Grist family end in August 2022?

14 A Yes.

15 Q Have you had any other further dealings with
16 them?

17 A No.

18 Q Okay. Those are all the questions I have.
19 Thank you for your time. Other lawyers in the room may
20 have questions.

21 MR. PURIEFOY: I don't have any.

22 EXAMINATION

23 BY MR. SUGGS:

24 Q Just real quick. You mentioned several roles
25 that you play in the probate court. What -- obviously

1 guardian. You also serve as guardian ad litem?

2 A Yes, sir.

3 Q Anything else? Do you do POA work?

4 A I have done healthcare power of attorney with
5 private attorneys, yes.

6 Q Is the role of guardian different than
7 guardian ad litem?

8 A It is.

9 Q All right. And so they essentially serve two
10 different functions?

11 A Yes, under court order.

12 Q And my assumption is, however, that the
13 guardian and guardian ad litem in a case like this work
14 relatively closely together communicating, et cetera?

15 A Yes, as with all the parties. I mean,
16 anything that was going on, we communicated with -- I
17 mean, I communicated with Jennifer Browning and as
18 guardian ad litem and with all of the attorneys.
19 Whenever Dr. Grist would go to the physician, I would
20 communicate with all the family members, with all the
21 daughters in an e-mail. Written communication.

22 Q And the way you were retained in this
23 particular case on behalf of Dr. Grist, is that the
24 typical way or one of the typical ways you would get
25 involved in a case?

1 A You mean retained as in court-ordered?

2 Q I mean being -- and you've already essentially
3 suggested this, but being contacted by an attorney for a
4 party to the estate asking if you would be willing to
5 serve and then getting appointed by the Court's order?

6 A Yes. I mean, you have to be contacted, yes.
7 And sometimes you get a lot of information and sometimes
8 you don't get any. It's just what you serve. Sometimes
9 the judge will bring someone in for not doing their job
10 and appointment me from the bench.

11 Q Okay.

12 A But, yeah, I mean, you're appointed by the
13 Court under a court order.

14 Q As the guardian for Dr. Grist, who were you
15 primarily concerned about?

16 A Dr. Grist.

17 Q And whose well fair were you looking out for?

18 A Dr. Grist.

19 Q And whose interest were you looking for?

20 A Dr. Grist.

21 Q What about the other family members,
22 Dr. Grist's other children, were you motivated to assist
23 them in any way?

24 A No.

25 Q All right. What were your responsibilities as

1 **it relates to communication to Dr. Grist's children?**

2 A I mean, I would contact them after physician's
3 appointments with any needs, answering any questions
4 that they may have, and keeping them updated on his care
5 and his status.

6 **Q Are you a medical doctor?**

7 A I am not.

8 **Q Are you a registered nurse?**

9 A I am not.

10 **Q Do you prescribe medications?**

11 A No.

12 **Q Are you, as the guardian, responsible for**
13 **ordering or monitoring medications?**

14 A Ordering, no. I, through the monitoring
15 process, communicated the orders and the prescriptions
16 to the Comfort Keepers' nurse who then followed out and
17 put the medication to where he could take it.

18 **Q But you're not qualified to determine whether**
19 **medication is appropriate or not for a patient?**

20 A No, I'm not.

21 **Q In your estimation, did Jennifer Browning**
22 **fulfill her responsibilities appropriately as it relates**
23 **to being a guardian ad litem for Dr. Chris?**

24 A Yes.

25 **Q All right. That's all I have.**

EXAMINATION

BY MR. HILL:

Q Tracy, a few questions. You've kind of gone over this already, but could you just sort of walk through what you would have specifically done when you were the temporary guardian to sort of care for Dr. Grist on a daily basis?

A The court order for Dr. Grist stated via consent order that I could not place without a -- without a court order. So he needed 24/7 care due to his dementia and so we -- I had scheduled, reached out to Comfort Keepers, and made arrangements for care to be provided. He already had a primary care group so that was not changed. I monitored those appointments and made sure that he communicated with Comfort Keepers to make sure that you got those appointments, made sure that he had his needs. Anything that the staff -- the caregivers saw up at the house, I communicated that to Stacey and -- as a POA and to the other -- communicated freely with Mickie and Charlotte, would keep that up-to-date. Made sure that he had his needs and medications, et cetera.

Q So you took him to all of his medical appointments?

A I did not transport him.

1 **Q Okay.**

2 A I made arrangements for the caregiver to bring
3 him to the medical appointment. I would more than not
4 meet them there.

5 **Q Okay. But you ensured he had the 24/7 care he**
6 **needed on a day-to-day basis?**

7 A Yeah. Communicated. I met with the primary
8 caregivers about once a month. Dr. Grist had Anne and
9 Wanda mainly serving as first shift. Anne was first
10 shift, Wanda was third shift. Those ladies were very
11 stable, very consistent, and had a good relationship
12 with them. So those were the two that I met with on a
13 regular basis to kind of give me an update, give me
14 what's going on, how's he doing, what are his needs,
15 things of that nature. And we would kind of problem
16 solve, okay, let's do this and let's do that, let's get
17 him to the doctor, let's not, et cetera.

18 **Q Okay. And in this case, I believe you've**
19 **already testified, but you were appointed directly by**
20 **the probate court to act as Dr. Grist's guardian?**

21 A That is correct.

22 **Q And as a temporary guardian, are you acting as**
23 **the probate court's representative?**

24 A Yes.

25 **Q And are you acting to the probate court's**

1 authority pursuant to state statute?

2 A Yes.

3 Q In your opinion, did you do your best to act
4 in the best interest of Dr. Grist as the probate court's
5 representative?

6 A Yes. And I can't quit. I mean, I can't just
7 say, I'm out. Here's my two-week notice. I'm done.
8 That requires a court order to also -- or him to pass.
9 Those are the only two ways that I get out of being
10 court appointed and whether it be guardian ad litem or
11 guardian, that's it. Those are the only two ways that
12 you get out, is by another court order. Or his capacity
13 to be reversed.

14 Q Okay. I don't have any other questions.

15 MR. PEELE: Thank you for your time today.

16 (The deponent was explained her right to read
17 and sign the transcript of the deposition and chose
18 to waive that right.)

19 (The deposition concluded at 10:25 a.m.)
20
21
22
23
24
25

C E R T I F I C A T E

I, KAITLIN A. GUERTIN, a Stenomask Reporter
and notary public, within and for the State of South
Carolina, do hereby certify:

That TRACY PARSONS, the witness whose
examination is hereinbefore set forth, was first duly
sworn by me and that this transcript of said testimony
is a true record of the testimony given by said witness.

I further certify that I am not related to any
of the parties to this action by blood or marriage, and
that I am in no way interested in the outcome of this
matter.

IN WITNESS WHEREOF, I have hereunto set my
hand this 14th day of October, 2024.

Kaitlin A. Guertin, CVR

My Notary Commission Expires: November 6, 2030

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

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

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

ORDER

FILED

JUL 30 2020

GREENVILLE COUNTY
PROBATE COURT

Date of Hearing:

July 29, 2020

Probate Judge:

Clayton L. Jennings

Attorneys:

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

Adam G. Lee, attorney for the alleged incapacitated
individual

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

Matthew J. Myers, attorney for Respondent Stacey Desiree
Grist

Heather Scalzo as court appointed counsel for the alleged
incapacitated individual

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

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

1 of 3
Cag

EXHIBIT

4

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

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

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

2 of 3 C2g

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

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

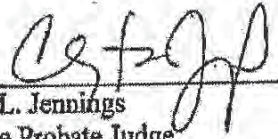
7. The temporary Guardian shall not place Dr. Stanford W. Grist in any nursing home or assisted living facility without an Order approving the same from this Court.

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

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

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

IT IS SO ORDERED.



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

July 30, 2020.

3 of 3 c2g

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

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

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

FILED

FEB 10 2021

**GREENVILLE COUNTY
CONSENT ORDER PROBATE COURT
(Guardianship)**

This matter is before the Court pursuant to a Motion for Temporary Relief and Hearing filed pursuant to S.C. Code Ann. § 62-5-108. The parties have all given their consent to this Order and no hearing on the matter is necessitated. Jurisdiction, venue, and notice are proper. After careful consideration, the Court finds and rules as follows:

1. The Court issued an Order on July 30, 2020 finding that Dr. Stanford W. Grist is for purposes of a temporary finding an incapacitated person in need of protection and assistance by appointment of a temporary Guardian. Pursuant to said Order, the Court appointed Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist pursuant to S.C. Code Ann. § 62-5-304, such appointment which is set to expire on January 30, 2021.

2. The parties desire to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for thirty (30) days.

3. All of the interested parties in this matter are parties to this Consent Order.

#1
C28

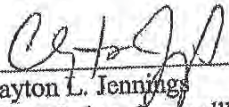
EXHIBIT

5

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

IT IS SO ORDERED.

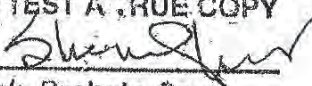

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: 2/10/2021

We consent.


H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

I ATTEST A TRUE COPY


Clerk, Probate Court
Greenville County, SC
Dated: 2/10/21

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons

#2
copy

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

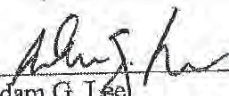
IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

 
Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons



It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

IT IS SO ORDERED.

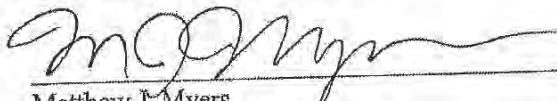
Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist


Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons



It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

IT IS SO ORDERED,

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist


Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons



It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

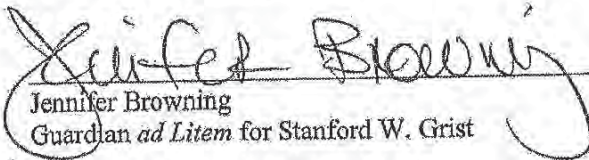
We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)


Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons



It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for thirty (30) days from January 30, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist


Tracy Parsons



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

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

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

FILED

MAR 24 2021

GREENVILLE COUNTY
PROBATE COURT
CONSENT ORDER
(Guardianship)

This matter is before the Court pursuant to a Motion for Temporary Relief and Hearing filed pursuant to S.C. Code Ann. § 62-5-108. The parties have all given their consent to this Order and no hearing on the matter is necessitated. Jurisdiction, venue, and notice are proper. After careful consideration, the Court finds and rules as follows:

1. The Court issued an Order on July 30, 2020 finding that Dr. Stanford W. Grist is for purposes of a temporary finding an incapacitated person in need of protection and assistance by appointment of a temporary Guardian. Pursuant to said Order, the Court appointed Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist pursuant to S.C. Code Ann. § 62-5-304, such appointment which was originally set to expire on January 30, 2021.

2. The parties consented to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for thirty (30) days and the Court issued an Order on February 10, 2021 extending the temporary appointment of Tracy Parsons as Guardian for Dr. Stanford W. Grist for an additional thirty (30) days.

#102

EXHIBIT

6

3. The parties desire to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for an additional six (6) months, such that her appointment will expire on August 31, 2021.

4. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for six (6) months and shall expire on August 31, 2021.

IT IS SO ORDERED.



Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: March 24, 2021

We consent.



H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

#2
C27

3. The parties desire to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for an additional six (6) months, such that her appointment will expire on August 31, 2021.

4. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for six (6) months and shall expire on August 31, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist


Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

3. The parties desire to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for an additional six (6) months, such that her appointment will expire on August 31, 2021.

4. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for six (6) months and shall expire on August 31, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

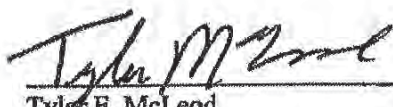
We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist



Matthew J. Myers
Attorney for Stacey Desiree Grist

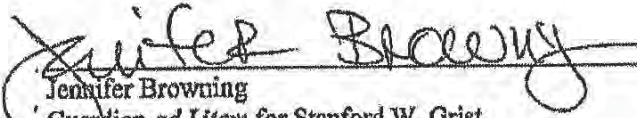


Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)



Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist


Tracy Parsons

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN RE: STANFORD W. GRIST

Priscilla Mickie Grist

Petitioner,

vs.

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

Respondents.

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

CONSENT ORDER
(Guardianship)

FILED

SEP 22 2021

GREENVILLE COUNTY
PROBATE COURT

This matter is before the Court pursuant to a Motion for Temporary Relief and Hearing filed pursuant to S.C. Code Ann. § 62-5-108. The parties have all given their consent to this Order and no hearing on the matter is necessitated. Jurisdiction, venue, and notice are proper. After careful consideration, the Court finds and rules as follows:

1. The Court issued an Order on July 30, 2020 finding that Dr. Stanford W. Grist is for purposes of a temporary finding an incapacitated person in need of protection and assistance by appointment of a temporary Guardian. Pursuant to said Order, the Court appointed Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist pursuant to S.C. Code Ann. § 62-5-304, such appointment which was originally set to expire on January 30, 2021 and was extended until August 31, 2021 by Order issued by the Court on March 24, 2021.

2. The parties desire to extend the temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist for an additional five (5) months, such that her appointment will expire on January 31, 2021 or upon a final ruling on this matter, whichever occurs first.

#1
007

EXHIBIT

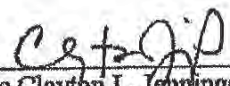
7

3. All of the interested parties in this matter are parties to this Consent Order,

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for five (5) months and shall expire on January 31, 2021.

IT IS SO ORDERED.



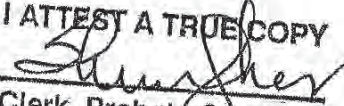
Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: September 22, 2021

We consent.



H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

I ATTEST A TRUE COPY


Clerk, Probate Court
Greenville County, SC
Dated: 9/22/2021

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

#2 

3. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for five (5) months and shall expire on January 31, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist



Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

3. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for five (5) months and shall expire on January 31, 2021.

IT IS SO ORDERED.

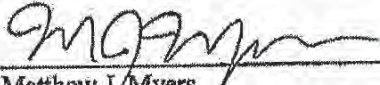
Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickle Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist



Matthew J. Myers
Attorney for Stacey Desiree Grist

Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)

3. All of the interested parties in this matter are parties to this Consent Order.

It is hereby ordered, adjudged, and decreed as follows:

The temporary appointment of Tracy Parsons as temporary Guardian for Dr. Stanford W. Grist is hereby extended for five (5) months and shall expire on January 31, 2021.

IT IS SO ORDERED.

Honorable Clayton L. Jennings
Associate Probate Judge, Greenville County, SC

Date: _____

We consent.

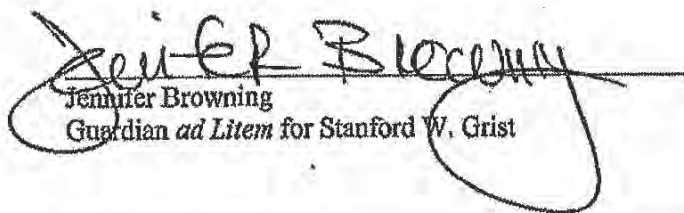
H. Hall Provence IV
R. O'Neil Rabon, Jr.
Attorneys for Priscilla Mickie Grist

Adam G. Lee
Michael B. Bridges
Attorneys for Stanford W. Grist

Matthew J. Myers
Attorney for Stacey Desiree Grist



Tyler E. McLeod
Attorney for Charlotte Roxanne Grist (also known as
Charlotte Grist Smith)


Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist

Tracy Parsons

Jennifer Browning
Guardian *ad Litem* for Stanford W. Grist


Tracy Parsons



Heather Scalzo
Court appointed counsel for Stanford W. Grist

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)
IN RE: STANFORD W. GRIST)
Priscilla Mickie Grist)
Petitioner,)
vs.)
Stanford W. Grist, Stacey Desiree Grist)
and Charlotte Roxanne Grist)
Respondents.)

IN THE PROBATE COURT

C.A. No.: 2020GC2300088

ORDER

FILED
APR 20 2022
GREENVILLE CO.
PROBATE COURT

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

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

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

IT IS SO ORDERED.

Caroline M. Horlbeck
Caroline M. Horlbeck
Associate Probate Judge
Greenville County

Date: April 20, 2022

I ATTEST A TRUE COPY
[Signature]
Clerk, Probate Court
Greenville County, SC
Dated: 4/20/2022

EXHIBIT

8

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 TRACY PARSON'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.	)	
	)	

Plaintiffs submit this Memorandum of Law in Opposition to Defendant Tracy Parson'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 Second Amended Complaint.

ARGUMENT

I. Summary Judgement Should be Denied as There is a Genuine Issue of Material Fact that Warrants a Trial

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 two (2) “grounds” that summary judgment is proper. See generally Defendant’s Motion for Summary Judgment. Defendant first alleges that Ms. Parsons is immune from civil liability arising out of her service as a court-appointed guardian. Although court-appointed guardians are generally afforded absolute quasi-judicial immunity from civil liability, this immunity is not blanket protection for all actions taken by a guardian, and actions performed outside the scope of their appointment are still subject to liability. See *Falk v. Sadler*, 341 S.C. 281, 533 S.E.2d 350 (Ct. App. 2000). *Falk* states that “[i]t is the nature of the acts, not simply the status of the defendants as guardian ad litem, that determines the availability of immunity for the challenged acts and the extent of protection afforded by that immunity.” *Id.* In

Falk, the Court found that Falk's complaint contained several allegations which, if true, would show the guardian acted outside the scope of her duties and thus is not entitled to immunity.

In the current case, Plaintiff describes several instances where Ms. Parsons acted outside the scope of her duties as guardian to Dr. Grist. In particular, Plaintiff alleges that Ms. Parsons: (1) exceeded the scope of her duties and responsibilities by interfering with issues between the family members and inheritance; (2) failing to take a guardian oath; (3) covering up sexual misconduct by Comfort Keepers employees so as to allow Defendant Priscilla Grist and Defendant Caroline Lyon to continue their improper legal proceedings; (4) interfering with the legal process; (5) committing misconduct in advocating and acting under an inherent conflict of interest in the performance of her duties; (6) making incomplete and misleading reports to the court to keep herself in place for her own self-interest and that of her co-defendants; and (7) despite Defendant's repeated assertions that she was not permitted to recommend, prescribe, or alter medications, Defendant Jennifer Browning testified that Defendant did just that, noting Defendant elected to "cut Dr. Grist's medication in half." Thus, on its face, the complaint, and supporting testimony, raises issues of fact for a jury; therefore, summary judgment is improper.

Additionally, a grant of summary judgment as to Defendant is premature given Defendant's refusal to sit for Plaintiff's noticed deposition. On or about February 27, 2024, Plaintiff noticed Defendant's deposition, to take place on May 22, 2024, at Plaintiff's counsel's office. On or about May 21, 2024, counsel for Defendant, having been made aware of a forthcoming federal suit, indicated that his client would not be sitting for her scheduled deposition, stating "We are not going to voluntarily agree to potentially expose her to two depositions." On the same day, Defendant filed a Motion for Protective Order, arguing the same concerns addressed in counsel's email. That motion was not heard until August 5, 2024, however, Defendant's filing was rendered

moot due to a pending Motion to Stay that the Court needed to rule upon. That Motion to Stay was not ruled upon until September 11, 2024. Plaintiff then filed a Rule 59 Motion to Alter and Amend, which has not yet been ruled upon.

Additionally, Defendant alleges that “the record does not support the Plaintiffs’ claims against Ms. Parsons.” Without further interpretation, Plaintiff interprets this defense as the Defendant agreeing that there is a genuine issue of material fact. Therefore, Plaintiff is entitled to a trial on the proceedings and summary judgment must be denied.

CONCLUSION

For the foregoing reasons, Defendant’s Motion for Summary Judgment should be denied.

Dated: October 15, 2024

Respectfully submitted,

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Attorney for Plaintiff

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 JENNIFER BROWNING'S
Priscilla Mickie Grist, Caroline York Grist	)	MOTION FOR SUMMARY JUDGMENT
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 submit this Memorandum of Law in Opposition to Defendant Jennifer Browning's Motion for Summary Judgment.

FACTUAL BACKGROUND

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 Leyland Lyon was to serve as the successor Trustee. (Exhibit A L. Lyon Depo. at p.24, line 1). On the same day, Dr. Grist executed a General Durable Power of Attorney naming Leyland as his Attorney-In-Fact. Over time, however, Dr. Grist began reevaluating his succession plan, and upon discovering that thousands upon thousands of dollars were misappropriated by Defendants Leyland and Caroline (Individually, "Leyland" or

“Caroline,” collectively the “Lyons”) from the Veterinary Business, Dr. Grist elected to amend his corporate documents, as well as his estate documents to remove Leyland and Caroline as successor Trustees and to name Stacey Grist (“Plaintiff”) as an officer of the Business and as successor Trustee under the Trust.

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

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

At all times since the May 1, 2019 amendment, Plaintiff served as Dr. Grist’s attorney-in-fact upon any determination of incapacity and as successor trustee, as well as an active participant in the operation of the Business. (Exhibit D, S. Grist Affidavit). A little over a year later, Dr. Grist went to another of his long time Greenville lawyers to make further amendments to his Trust. The

May 13, 2020 amendment to the Trust revised how the Trust would be distributed upon his death, while leaving all other provisions, including the appointment of Plaintiff as his successor trustee, in place.

The Trust originally provided that the beneficiaries to the Trust, Mickie, Stacey Grist, and Charlotte Grist, would receive equal shares of the Trust assets *per stirpes*. In the May 13, 2020 amendment Dr. Grist took away any ownership interest Mickie had in Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC, and Hilly Street LLC (collectively referred to as the “Companies”), and left Defendant Priscilla Mickie Grist (“Mickie”) all stocks and bonds being held in Trust. Dr. Grist then split the Companies equally between Stacey Grist and Charlotte Grist. (May 13, 2020 Amended Trust). 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. (Exhibit E Stone Craven Affidavit). Dr. Grist also informed Mickie of the changes and invited her to meet with the attorney as well to fully understand the changes. After learning of this change Mickie subsequently submitted her formal resignation as Dr. Grist’s Healthcare Power of Attorney expressly stating as her reason in the body of the resignation that she no longer wanted this responsibility. Then immediately following her resignation as HCPOA, Mickie set about to take Dr. Grist to an unplanned doctor’s appointment to have “papers signed” with no explanation.

On June 26, 2020, Dr. Grist called his ex-wife, Mickie’s mother, who he remains very close to, to ask for her help because Mickie was trying to force him, with the help of a large man, into the car to take him to a doctor appointment. Ms. Grist came to his aid and was forced to call the police to stop Mickie and the man with her. A police report was issued detailing the concern that Mickie was using this tactic as a means to get to Dr. Grist’s money as she was being pursued by

debt collectors. Again, this was after she previously resigned as his HCPOA. (Exhibit F, GCSD Police Report dated June 26, 2020).

Approximately two months after the May 13, 2020 amendment to the Trust eliminating Mickie's interest in the businesses, Mickie and Caroline put into action their calculated scheme to circumvent Dr. Grist's wishes in an effort to secure what they respectively believed to be a more favorable distribution of Trust assets to Mickie upon the incapacity or death of Dr. Grist than what his carefully drafted and thought out estate plan provided for her. (See generally Exhibit G, Emails between co-defendants regarding proposed changes to estate plan to settle the guardianship action).

On July 9, 2020, in direct violation of the valid and enforceable Durable Power of Attorney, Mickie executed and submitted an *ex-parte* petition to the Greenville County Probate Court, with the assistance of her now counsel, Dan Collins (now acting contrary to his former client Dr. Grist) (Browning Depo Exhibit H at p. 38 lines 4-7) and Neil Rabon, 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 and misrepresenting a litany of benign allegations, none of which constituted an emergency situation, as the fraudulent basis for the guardianship filing. (ex parte Guardianship petition). Again, throughout this, Browning never disclosed her prior engagement by Collins (Browning Depo p. 35 9-18), referencing Collins and Browning emails regarding the same) for the purposes of doing a mental evaluation of Dr. Grist to thwart his well reasoned efforts to change his estate plan.

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

Trustee upon his incapacity. (Conservator Petition). These baseless allegations were dispelled of after Plaintiff voluntarily submitted to a forensic accounting by an independent third party who praised her handling of the business in her final report.

The evidence, pleadings and reports in this case also support Plaintiff's contentions that the "family dispute" was manufactured to get control of Dr. Grist and ignore his express documents giving authority to Plaintiff. The evidence is that everyone, with the exception of Mickie and Caroline, sought to uphold Dr. Grist's express wishes. There was no family dispute until Mickie and Caroline, aided by the countless conflicts of interest and biases in this case, sought to take apart all of Dr. Grist's careful planning he did to avoid exactly this situation for their own benefit. (Mickie Depo at p. 96 lines 7-13, testifying that she just wanted the Trust to go back to the way it was in 2005). Browning even testified that she never spoke to any other witnesses, but instead relied solely on the filings on PAWS and what the attorneys wanted in making her recommendations to the court, Browning Depo at p. 41 lines 3-11).

The improper filing seeking Mickie's appointment to serve as Dr. Grist's guardian resulted in a determination that Dr. Grist was incapacitated on a "temporary" basis (which eventually was extended over two years) despite the two prior physician reports determining he had capacity, and despite various false reports of incapacity to licensing agencies and reporting agencies that were deemed unfounded, the last being dismissed as unfounded on February 14, 2020 by the LLR, four months prior to Mickie's filing the ex parte petition for guardianship and Defendant Browning's appointment as guardian ad litem. (Exhibit I, Dismissal Letter from the LLR finding Dr. Grist to have capacity to practice veterinary medicine).

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

a vehicle to gain control over Trust assets and to force a modification to the terms of the Trust to give Mickie a third of the assets, including the businesses which should have otherwise been beyond the reach of the guardianship and conservatorship action (Mickie Depo. at p. 88 lines 21-25), and that Defendant Browning was engaged to assist in that endeavor by providing false reports to keep control of Dr. Grist (Browning Depo. at p. 172 lines 17-25 – p. 173 line 1), testifying that reporting by her to the court of falls and possession of knives may have been “invalid”), to sideline his rightfully appointed power of attorney (Browning Depo at p. 41 lines 7-12), and by providing comfort and support to Mickie, clearly outside the scope of a guardian ad litem’s role (Browning Depo. at p. 151 lines 9-18 – p. 152 lines 13-19), testifying that she billed for providing comfort to Mickie, and acknowledging this was outside the scope of her role as guardian ad litem).

Mickie’s actions could have in no way been related to concern for Dr. Grist’s health and wellbeing given that on May 28, 2020 she formally resigned as his Healthcare Power of Attorney expressly stating in the body of the resignation as her reason that she no longer wanted that responsibility for his health. (Exhibit J, Letter of Resignation). Then six weeks later on July 13, 2020 she filed for emergency appointment of herself as guardian for Dr. Grist. Mickie’s abuse of process in filing what was clearly an unfounded petition without notice to Petitioner or any other family member, as well as her scheme to have Caroline file a petition for appointment of a conservator alleging undue influence as to the trust amendments and the appointment of Petitioner as POA, could only be construed as exactly what it was, an overt act to circumvent the terms of the Trust without triggering the absolute no Contest Provision which remained consistent in the original Trust and both amendments to the trust. Browning admitted in her deposition that realizing that Mickie had resigned prior to petitioning ex parte to be Dr. Grist’s guardian should have

brought into question her true motives, but Browning ignored that factor, acting with absolute bias in making her recommendations to the court. (Browning Depo at p. 60 lines 1-19).

ARGUMENT

I. Summary Judgement Should be Denied as There is a Genuine Issue of Material Fact that Warrants a Trial

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 three grounds that support summary judgment. *See generally* Defendant’s Motion for Summary Judgment. Defendant first alleges that Defendant Browning is immune from civil liability arising out of her service as a court-appointed guardian ad litem. Although court-appointed guardians are generally afforded absolute quasi-judicial

immunity from civil liability, this immunity is not blanket protection for all actions taken by a guardian, and actions performed outside the scope of their appointment are still subject to liability. *See Falk v. Sadler*, 341 S.C. 281, 533 S.E.2d 350 (Ct. App. 2000). Falk states that “[i]t is the nature of the acts, not simply the status of the defendants as guardian ad litem, that determines the availability of immunity for the challenged acts and the extent of protection afforded by that immunity.” *Id.* In Falk, the Court found that Falk’s complaint contained several allegations which, if true, would show the guardian acted outside the scope of her duties and thus is not entitled to immunity.

Defendant Browning’s memorandum in opposition centers on the suggestion that regardless of whether Defendant Browning’s conduct satisfies the elements of any asserted claim, she is immune from liability. *See generally* Def. Browning Memorandum in Support of Summary Judgment. However, Defendant Browning’s immunity is not absolute, but rather subject to challenges that her acts went beyond the scope of her employment as a guardian ad litem.

It cannot be argued that Defendant Browning’s conduct did not go far beyond the scope of her appointment as the record is clear that she acted at all times with an obvious undisclosed conflict of interest with the Judge in the matter, Clayton Jennings who also acted as her personal attorney. (Browning Depo at p. 91 line 11-16), testifying that it was up to “Clayton” to disclose that not her). One of the chief considerations in Fleming v. Asbill for the grant of quasi-judicial immunity to guardian ad litem’s was that although it is not “...possible to fully protect against this danger [GAL knowledge that they cannot be found liable, even in instances of gross negligence], safeguards were in place to prevent guardian’s from acting beyond the scope of their appointment. *Fleming v. Asbill*, 326 S.C. 49, 54, 483 S.E.2d 751, 754 (1997). The Court sites to four (4) safeguards, two (2) of which are directly applicable in this matter: (1) the appointing court’s

oversight; and (2) the court's prerogative to reject the recommendations. Defendant Browning's failure to disclose that the judge overseeing the guardianship proceedings was also being **paid** by her to represent her personally in a lawsuit that contained factual allegations nearly indistinguishable from those brought here serves to completely undermine Asbill safeguards. Not to put too fine a point on this, but Defendant Browning would have an extremely difficult time convincing anyone with even a hint of common sense that her personal lawyer would, under any set of circumstances, reject her recommendations, regardless of how farfetched and detached from reality they may be. It is disingenuous for Defendant Browning to argue to the Court that her election to intentionally conceal her personal relationship with then sitting judge Clayton Jennings was done within the scope of her appointment. Rather, that decision went far beyond her role as a guardian ad litem and could not have been in furtherance of the interests of Dr. Grist, but rather, it was rooted in a self-serving interest to ensure that she, along with Mickie, continued to receive the financial benefits of Dr. Grist's sham incapacity determination. This position cannot be refuted by Defendant Browning in good faith. By way of example and not limitation, on or about December 14, 2022, after a determination by the Court of Common Pleas that the challenged power of attorney was in fact valid and enforceable, thus rendering Defendant Browning's appointment unnecessary – as it was from the matter's inception - Clayton Jennings approved \$15,697.29 worth of fees and costs to his client Defendant Browning without either disclosing the true nature of their relationship to the litigants.

The evidence further demonstrates that in addition to failing to disclose her conflict of interest with regard to Clayton Jennings, she also failed to disclose other known conflicts that bore directly on Dr. Grist's interests. This includes, by way of example and not limitation, the fact that Dr. Grist's attorneys, Adam Lee and Michael Bridges, who he personally hired, via the execution

of an engagement agreement on July 29, 2020, to defend him against Browning after she was appointed on July 15, 2020 and to defend him against the guardianship petition, also represented Browning as her personal counsel in a contemporaneous guardianship proceeding pending before the very same Probate Court. (Browning Depo at p. 68 lines 5-20 testifying that Adam and Michael represented her at the same time they represented Dr. Grist and that it was up to them, not her to disclose that to Dr. Grist). Said another way, Defendant Browning, whose sole purpose was to protect the interests of Dr. Grist, was being personally represented in similar matters by the judge overseeing the proceedings and the attorneys that were hired by Dr. Grist to defend him **against her.**

The record also is replete with examples of Browning acting with bias in favor of Mickie's and Carolina's position and contrary to the available evidence that refuted the facts as Mickie and Defendant Caroline Lyon had submitted them. (Browning Depo. at at p. 160 lines 1-25 and p. 161 lines 1-10), testifying that she did not consider any other physician statements, witness statements, or regulatory findings; (Browning Depo at p. 60 line 1-19). Following Browning's appointment she had direct contact with Mickie and/or her counsel no less than thirty-four (34) separate occasions, while Stacey Grist, as Trustee and Power of Attorney, was only contacted twice. (Exhibit K, Browning Invoices, Browning Depo at p. 160 lines 1-25 and p. 161 lines 1-10). Defendant Browning, when confronted during her deposition about the alarmingly one-sided nature of her "investigation" as Dr. Grist's guardian, admitted that her decision to "support" Defendant Mickie i.e. assist with Defendant Mickie achieving her objectives was "...not her job...", an undeniable admission that her conduct went beyond the scope of her appointment (Browning Depo. at p. 151 lines 14-18). This biased behavior should come as no surprise as the attorney representing Mickie (Neil Rabon) had also served as personally counsel for Defendant

Browning on at least one, but most likely numerous occasions. (Browning Depo at p. 68 lines 5-20).

In further support of Plaintiff's argument that Defendant Browning's conduct does not give rise to a claim of immunity due to said conduct being fraudulent in nature, the Court need look no further than Defendant Browning's additional admissions. Adam Lee and Michael Bridges acknowledged Dr. Grist had capacity to engage them in their filing in opposition to substitution of counsel filed by Plaintiff, Dr. Grist power of attorney. Further evidence of his capacity and the conspiracy is evident from Adam Lee's email with Browning on January 25, 2021, outlining rights Dr. Grist would like to keep if he was going to "consent" to a guardianship (a concept contrary to incapacity on its face), including the right to work in his clinic without interference from the guardian or guardian ad litem, the right to travel unimpeded and various other rights that Adam confirmed with Browning they had agreed would not be a problem. The fact that they are discussing Dr. Grist keeping these rights suggest that Dr. Grist was in no way incapacitated on this date. (Exhibit L, email from Adam Lee to Browning). Despite this email, Defendant Browning testified that in filing this list of retained rights she recommended Dr. Grist keep, a list that in no way supports a finding of incapacity warranting a guardianship, she had never intended that Dr. Grist would actually work in his clinic or keep any of these rights. Instead, she testified that what she and Adam Lee had actually intended was for Dr. Grist to think he could work in the clinic but actually they just needed his health insurance and salary to continue. When pressed, she further testified that she did not really believe he could work. (Browning Depo at p. 164 lines 17-25 – p. 165 lines 2-7). Again, these admittedly fraudulent misrepresentations to the Court were not in furtherance of her representation of Dr. Grist, but rather of her own personal interest. Fraud on the Court could never be viewed as conduct within the scope of her appointment.

The evidence as cited throughout and in the depositions of Browning and Couchell as a whole demonstrate a concerted effort by Browning, acting outside the scope of her authority, along with the co-defendants in this case to ignore Dr. Grist's estate plan, his valid documents, his wishes and his well being in favor of Mickie and Caroline's objectives. Browning's conduct in acting in concert with co-defendants to cover up Comfort Keepers' openly, and seemingly intentionally, dereliction of its duties to Dr. Grist which is evidenced by instances of exploitation of Dr. Grist's mental incapacity, abuse by comfort keeper employee Paul Smith (Exhibit M, Comfort Keepers Notes) in spite of previous knowledge, breach of duties owed per their own contract (Couchell Depo at p. 17, lines 10-16) and mandatory reportable sexual abuse. In this same vein Defendant Browning testified that Dr. Grist could not have consented to the sexual encounter. (Browning Depo at 142 lines 19-20). Of interesting note is the fact that Browning reported every minor detail of Dr. Grist's actions to the court, many being known by Defendant Browning to be misstatements of the truth, in an effort to extend the guardianship, but she did not report physical abuse, sexual abuse, or credit card fraud committed by Comfort Keeper's employees to the Court.

On or about April 7, 2022, a hearing was conducted to determine whether the appointment of temporary guardian Tracy Parsons would be extended at which time Plaintiff openly objected to the same. In further support of Defendant Browning's contention that Defendant Parsons' guardianship should be extended Browning submitted a letter to the court which referenced numerous falls that Dr. Grist had suffered and instances of knives being in the home. (Exhibit N, Jennifer Browning). Comfort Keepers' caregivers' notes provided detailed descriptions hour by hour of Dr. Grist's status throughout each day and none referenced falls or other alleged instances as reported by Browning to the Probate Court. During her deposition, Browning testified that these allegations "may" not actually be truthful as a result of what may have been a miscommunication.

(Browning Depo at p. 43, lines 17-25 and p. 173 line 1). These representations to the Probate Court intentionally misrepresenting Dr. Grist's then current condition were and are further evidence of Browning's bias and her absolute abdication of any objectivity in acting on Dr. Grist's behalf.

Additionally, Defendant Browning argues, beyond immunity, that summary judgment is appropriate on Plaintiff's claim of violation of the Unfair Trade Practices Act. As a preliminary matter, Defendant Browning is engaged in "trade" or "commerce" within the meaning of those terms as used in §39-5-10(b) of the South Carolina Code. It has been alleged, the evidence supports a finding that Defendant Browning and the Co-Defendants gained control over Dr. Grist illegally, by a fraudulent scheme perpetrated at the probate court and have billed him improperly at all times since. Additionally, Defendants, including Defendant Browning, have charged Dr. Grist an astronomically higher rate than similar companies and/or persons. (See Invoices) The wrongful conduct of Defendants constitutes unfair and deceptive acts and practices in the conduct of trade or commerce and, therefore, violates §39-5-20(a) of the South Carolina Code.

Defendants acted willfully in that they knew or should have known that their conduct constituted a violation of §39-5-20(a) of the South Carolina Code. These unfair and deceptive acts and practices adversely affect the public interest because, among other reasons, they are capable of repetition due to Defendants continuously being appointed for elderly people in the upstate of South Carolina.

Finally, Defendant Browning argues that Plaintiff has failed to establish the existence of a conspiracy. South Carolina law could not be more clear, in order to establish a claim for civil conspiracy, a Plaintiff need only be able to demonstrate that (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately

resulting to the Plaintiff. *Paradis v. Charleston Cty. Sch. Dist.*, 433 S.C. 562, 564, 861 S.E.2d 774, 774 (2021).

It is without question that the facts and allegations set forth more fully above tend to demonstrate that Defendant Browning, in concert with the other named Defendants engaged in a pattern of behavior that was intended to deprive Dr. Grist of all autonomy through the systematic stripping of his liberties. Without restating the facts and supporting documents noted above, Plaintiff has claimed that Defendant Browning, Defendant Parsons, and Mickie conspired to seek a determination of Dr. Grist's mental incapacity for each of their financial gain. By way of example and not limitation, Defendant Browning admitted during her deposition that she reported to the Court that Dr. Grist, based on conversations with Mickie and Defendant Parsons, had sufficient capacity to continue to work without supervision as a Doctor of Veterinary Medicine, yet in the same report notes Dr. Grist was not oriented to place and time, positions that are mutually exclusive. (Exhibit O). In fact, in her deposition Defendant Browning admitted that this representation to the Court, as an "officer" of the Court was not truthful. (Browning Depo at p. 164 lines 17-25 – p. 165 lines 2-7).

Defendant Browning cannot now attempt to rewrite history through a suggestion that there is no evidence that she, in conjunction Mickie, and Defendant Parsons – two or more persons - made intentional misrepresentations to the Court – unlawful and overt act – which ultimately resulted in the ongoing appointment of both Defendant Browning and Defendant Parsons as guardian and guardian ad litem, respectively, each of whom were being paid for their "services" by the very individual that was fighting to retain is rights – damage to Plaintiff.

Contrary to Defendant Browning's arguments, her testimony, at the very least, speaks for itself. Therefore, summary judgment as to Plaintiff's conspiracy claim should be denied.

CONCLUSION

For the foregoing reasons, Defendant's Motion for Summary Judgment should be denied.

Dated: October 28, 2024

Respectfully submitted,

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Transcript of the Testimony of **Leyland H. Lyon, Jr.**

Date: November 4, 2021

In the Matter of:

Stacey D. Grist v. Caroline York Grist Lyon, et al

2020-CP-23-04915

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Leyland H. Lyon, Jr.
November 4, 2021

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STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

IN THE MATTER OF:)
STANFORD W. GRIST)

Stacey D. Grist,)

Plaintiff,)

-vs-) Case No.2020-CP-23-04915

Caroline York Grist Lyon,)
Leyland H. Lyon, Jr.,)
Priscilla Mickie Grist,)
Charlotte R. Grist Smith, and)
Stanford W. Grist,)

Defendants.)

DEPOSITION OF LEYLAND H. LYON, JR.
NOVEMBER 4, 2021

PURSUANT to Notice and/or agreement between the parties, the deposition of LEYLAND H. LYON, JR., called by the Plaintiff, was taken commencing at the hour of 2:54 P.M. on Thursday, November 4, 2021 at Ashmore, Leaphart & Rabon, LLC, 601 East McBee Ave., Suite 104, Greenville, South Carolina.

Barbara M. McCurley, Reporter

Stacey D. Grist v. Caroline York Grist Lyon, et al
APS Legal Ease Greenville, SC 864-235-3426

Leyland H. Lyon, Jr.
November 4, 2021

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INDEX OF EXHIBITS

Exhibit	Page
Number	Number
No Exhibits were entered into this deposition.	
Exhibits from the deposition of Priscilla Mickie Grist were referenced in this deposition.	

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Leyland H. Lyon, Jr.
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R. O'Neil Rabon, Esquire
.....On behalf of Defendants, Caroline York
Grist Lyon, Leyland H. Lyon, Jr., and
Priscilla Mickie Grist

Brown, Massey, Evans, McLeod & Haynsworth, LLC
106 Williams Street
Greenville, South Carolina 29601
BY: Tyler E. McLeod, Esquire
.....On behalf of Defendant, Charlotte R.
Grist Smith

Dobson Law Group
220 Howe Street
Greenville, South Carolina 29601
BY: Adam G. Lee, Esquire
.....On behalf of Defendant, Stanford W.
Grist

Also attending:
Stacey D. Grist, Plaintiff
Caroline York Grist Lyon, Defendant

STIPULATIONS: The within deposition was taken pursuant to the South Carolina Rules of Civil Procedure.

WAIVER: Examination and reading of the deposition are waived by the witness and by the parties.

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1 LEYLAND H. LYON, JR., having first been duly sworn
2 to tell the truth, testified as follows:
3 EXAMINATION
4 By Mr. Myers:
5 **Q. Mr. Lyon, my name is Matthew Myers and I'm an**
6 **attorney for Stacey Grist, and thank you for being**
7 **here. Have you give a deposition before?**
8 A. Yes. Who are these other gentlemen? Just so I can
9 know who's in the room, please, sir.
10 **Q. Yes. Please, introduce yourself.**
11 **MR. RABON:** Neil Rabon and Hall Provence from
12 Ashmore, Leaphart and Rabon.
13 **MR. LEE:** I'm Adam Lee. I represent Dr. Grist.
14 **MR. MCLEOD:** I'm Tyler McLeod. I represent
15 Charlotte Grist.
16 **WITNESS:** Nice to meet you. Thank you.
17 **Q. Have you given a deposition before?**
18 A. Yes.
19 **Q. Okay. So just to kind of refresh your memory on**
20 **the ground rules, obviously, you're under oath here**
21 **and subject to penalties of perjury and all that**
22 **sort of thing. If you -- I know I'm speaking**
23 **through a mask so if you can't understand what I'm**
24 **saying, please just ask me to speak up. If you**
25 **don't understand the question, please ask me to**

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1 rephrase it. Don't hesitate to do that. One of
2 the attorneys may object to the form of the
3 question in a legal sense, but you're still to --
4 to answer the question. If I ask you a yes/no
5 question, please say that affirmatively rather
6 than, you know, nodding your head. And if you want
7 to take a break, please just raise your hand
8 anytime and we'll accommodate that. So, tell me
9 about the prior case where you were deposed. What
10 did that involve?
11 A. It was with Gulf Oil in Atlanta, Georgia.
12 Q. Okay. Did you work with Gulf?
13 A. Yes.
14 Q. Oh, okay. All right, so employment capacity. Have
15 you ever been a direct party to a case before?
16 A. No.
17 Q. Okay. Have you ever -- other than that Gulf Oil
18 case, have you ever been a witness to any
19 litigation?
20 A. I have been in court as a witness in a case.
21 Q. Okay. What was the other one?
22 A. It was a case where Dr. Grist's vet tech was in a
23 civil case here in Greenville.
24 Q. And was Dr. Grist suing vet tech or the other way
25 around?

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1 A. He was suing ...
2 Q. Okay. Do you ...
3 A. ... for embezzlement.
4 Q. Okay.
5 A. But it was a civil case, not criminal.
6 Q. Okay. I have a feeling we'll get back into that in
7 a bit. Any other litigation that you've been
8 involved in?
9 A. Not that I can remember.
10 Q. Have you ever been charged with any criminal
11 charges?
12 A. No.
13 Q. Okay. Are you on any medications or substances
14 today that would affect your testimony?
15 A. No.
16 Q. Did you do anything to prepare for your deposition
17 today?
18 A. Tried to get some sleep.
19 Q. Anything else -- did you review any documents?
20 A. I tried to refresh my memory on some things because
21 some things -- you know, quite a few years ago.
22 Q. Okay. Did you review anything specifically?
23 A. Just my notes and things.
24 Q. Okay. I should ask this too. Have you consulted
25 with an attorney -- are you represented by an

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1 attorney in this matter?
2 A. I am told that Hall is working with me.
3 Q. Okay.
4 (Off the record.)
5 Examination resumed by Mr. Myers:
6 Q. All right. So in terms of having an official
7 attorney in this matter that represents you,
8 specifically, is there any attorney that fits that
9 description?
10 A. No.
11 Q. Have you consulted with an attorney about this
12 matter?
13 A. No.
14 Q. Have you spoken with anyone else about this matter?
15 A. No, not that -- let me think. Of course, I talked
16 to Caroline about it. No.
17 Q. Okay. And by this matter, I should -- I should
18 clarify that you are being deposed in a civil case.
19 It's 20-CP-23-4915, which is a -- you may realize
20 is a declaratory judgment action involving Dr.
21 Grist's Powers of Attorney, but there is also a
22 separate guardianship action and a separate
23 conservatorship action. Are you familiar with
24 those three actions?
25 A. I have read about it, yes.

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1 Q. Okay. And you're aware that your wife, Caroline
2 actually filed the conservatorship action?
3 A. Yes.
4 Q. Okay. And are you aware that Mickie Grist filed
5 the guardianship action?
6 A. Yes.
7 Q. Okay. And so to your recollection, whether it's
8 the guardianship, the conservatorship, or my -- I
9 should say Stacey Grist's declaratory judgment
10 action, the third one to which you are a party,
11 other than Caroline, you haven't talked to anybody
12 that you can recall about these cases?
13 A. I believe I have talked to her sister about it.
14 Q. To Caroline's sister?
15 A. Yes.
16 Q. Okay. And who would that be?
17 A. That would be Priscilla Grist.
18 Q. And where does she live?
19 A. Acworth, Georgia.
20 Q. I should also ask what is your full name and
21 address.
22 A. Leyland Hastings Lyon, Jr., 112 Green Meadows
23 Drive, Rabun Gap, Georgia 30568.
24 Q. Thank you. And what is your cell phone number?
25 A. 706-212-8698.

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- 1 **Q. And who is your provider?**
2 A. I'm sorry?
3 **Q. Who is your cell phone service provider?**
4 A. Oh, I'm sorry. AT&T.
5 **Q. Do you have a landline at home?**
6 A. Yes.
7 **Q. What is that?**
8 A. You want the number?
9 **Q. Yes, sir.**
10 A. 706-746-2669.
11 **Q. And is AT&T your provider for that?**
12 A. Windstream.
13 **Q. Are you currently retired?**
14 A. Yes.
15 **Q. How long have you been retired?**
16 A. I've been retired for just at twenty years.
17 **Q. Congratulations! What is your education and**
18 **employment history?**
19 A. I have an undergraduate degree from Lafayette
20 College in Easton, Pennsylvania.
21 **Q. In what -- in what subject matter?**
22 A. Government and law. And I have a graduate degree
23 from the University of Georgia. It's a Masters of
24 Political Science, speciality in International
25 Relations.

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- 1 **Q. Did you work between undergrad and your master's**
2 **degree?**
3 A. No.
4 **Q. Okay. After your master's degree, can you just**
5 **walk me through your career, where you started and**
6 **moved on to, that sort of thing?**
7 A. So you want to know what I did right after graduate
8 school?
9 **Q. Sure.**
10 A. I served for two years and four months in the
11 United States Army, armored cav, (inaudible) to
12 Nuremberg, Germany, after armor basic. I was on
13 tanks and that's why I got hearing aids.
14 **Q. Okay. Thank you for your service.**
15 A. Thank you.
16 **Q. And after that, where did you go?**
17 A. I went to work for Gulf Oil.
18 **Q. What did you do for them?**
19 A. Marketing and sales. In 1985, Chevron bought Gulf
20 Oil when I was in Houston. And so I became a
21 Chevron employee and continued working for them
22 until I retired in 2001 -- on October 1st, 2001.
23 **Q. All right. Can you tell me a little bit about your**
24 **marketing and sales job, and I know your career was**
25 **a long one so you might have done a lot of**

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- 1 **different things, but could you just detail that a**
2 **little bit more?**
3 A. What would you like to know about it?
4 **Q. What sort of day to day things would you do? Did**
5 **you -- was it calling on customers; was it**
6 **analyzing data; was it -- did you -- you know,**
7 **things of that nature?**
8 A. All of those things.
9 **Q. Okay.**
10 A. I -- it's whatever they told me to do. You do an
11 awful lot. I was a territory manager, doing all
12 kinds of things in different glide-ins and
13 lubricants, basically for twenty-nine years with
14 both companies.
15 **Q. Okay. Were you ever in charge of employees?**
16 A. Not directly.
17 **Q. Okay.**
18 A. I worked with end-use customers.
19 **Q. Would those customers -- they would be other**
20 **businesses, I assume?**
21 A. I worked with small businessmen most of my career.
22 **Q. Were you ever in charge of a budget?**
23 A. Yes.
24 **Q. Okay. Were you in -- were you in charge of**
25 **handling money, you know, paying vendors, things of**

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- 1 **that nature?**
2 A. Not with -- I didn't pay vendors when I was --
3 that's done by other departments with oil
4 companies. I was a payroll officer in the Army,
5 but that's different.
6 **Q. Okay.**
7 A. But I've -- yes.
8 **Q. Okay. So, in the Army, were you in charge of other**
9 **-- I should back up. Were you in charge of**
10 **employees?**
11 A. I was a platoon leader, so yes, I had workers under
12 me.
13 **Q. Okay. And I guess as platoon leader, you don't**
14 **really do any budgeting or management of ...**
15 A. No.
16 **Q. ... funds? Okay.**
17 A. All I did was go collect the payroll and make sure
18 everybody gets paid.
19 **Q. Have you ever run a small business, yourself?**
20 A. No.
21 **Q. In terms of the budgeting that you mentioned doing**
22 **for Gulf -- or Gulf or Chevron, or both, what did**
23 **that entail?**
24 A. What aspects are you trying to understand?
25 **Q. Did you -- did you propose the budget to upper**

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1 **management and they approved it or ...**
2 A. It was a two-way street -- give and take.
3 **Q. Okay. What ...**
4 A. Every year it was done.
5 **Q. And about what ...**
6 A. Then you'd have a business plan every year to
7 execute.
8 **Q. Okay. About what size of expenditures are we**
9 **talking?**
10 A. Several million a year.
11 **Q. Okay.**
12 A. Sales.
13 **Q. And that's several million on the revenue side,**
14 **that you hoped to collect or spending money to make**
15 **money?**
16 A. Revenue.
17 **Q. Okay. So that's -- you kinda had a sales target,**
18 **revenue target. Is that ...**
19 A. Yes.
20 **Q. ... what you mean? Okay.**
21 A. And then you have margins to work in.
22 **Q. Okay. And then on the expenditure side, did you**
23 **have to, you know, calculate, okay, we're going to**
24 **spend this much in advertising, this much in**
25 **travel, this much in, you know, facilities, things**

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1 **of that nature?**
2 A. Yes.
3 **Q. Okay. All right. So, you -- you were in charge of**
4 **the -- your budget in order to meet this revenue**
5 **target.**
6 A. You said -- actually, my title was Area Business
7 Manager is one of -- one of my titles.
8 **Q. Okay. All right. And what was that area?**
9 A. That changed upon needs -- flexibility. It was
10 quite a large area at times.
11 **Q. Okay. Like, regionally, multi-state?**
12 A. Yes, sir. Regional and multi-states, up into
13 Eastern Canada, yes, sir.
14 **Q. Okay. What email address do you use?**
15 A. Say again?
16 **Q. What email address do you use?**
17 A. Tlhly@windstream.net.
18 **Q. And would you tell us your Social Security and have**
19 **that blocked out on the record? Could you tell me**
20 **your Social Security Number for background check**
21 **purposes?**
22 A. I can write that down for you, sir. I don't give
23 out my Social Security Number to everybody for
24 everything.
25 **Q. Okay.**

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1 A. If you would like me to write it down and hand it
2 to you, I can do that, if that's necessary. Is
3 that necessary? All right.
4 **Q. And your date of birth while you're at it. And I**
5 **assure you this will be confidential in my office.**
6 **I may not even pull your background record, but I**
7 **just want to have that available. (Witness is**
8 **writing). Thank you.**
9 A. Yes.
10 **Q. Is that ...**
11 A. I write like a doctor.
12 **Q. Oops, I'm sorry. Can you tell me what that number**
13 **is?**
14 A. Six.
15 **Q. Okay.**
16 A. June 27th, 1945.
17 **Q. Alright. Well, we share a birthday, my friend.**
18 A. It's a good day.
19 **Q. Most years. All right. Thank you. All right.**
20 **Tell me about your -- your relationship with Dr.**
21 **Grist in terms of just the -- logistically, how are**
22 **you related to him?**
23 A. He is my brother-in-law.
24 **Q. Okay. And you're married to Caroline Lyon.**
25 A. Yes.

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1 **Q. Okay. How long have you been married to Caroline?**
2 A. Fifty-two years.
3 **Q. Congratulations, again. And you've known Dr.**
4 **Grist, at least, that long?**
5 A. Yes.
6 **Q. As long as you've known Dr. Grist, has he lived in**
7 **Greenville, South Carolina?**
8 A. Say again?
9 **Q. Has -- as long as you've known Dr. Grist, has he**
10 **always lived in Greenville?**
11 A. No.
12 **Q. Okay. Where did he live before Greenville?**
13 A. I believe he lived in Athens. He was still
14 finishing up his school work and some work in the
15 field.
16 **Q. Okay.**
17 A. And before that, I'm not sure, but he did not, as
18 far as I know, move to Greenville until I lived in
19 Greenville. I lived in Greenville from 1972 to
20 76. Sometime during that period, he moved to
21 Greenville. I do not know the date.
22 **Q. I was going to ask you if y'all had ever lived in**
23 **the same place at the same time.**
24 A. Yes.
25 **Q. Okay. And I know you live in Georgia most**

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1 recently. You've been there since -- for your
2 entire retirement?
3 A. Yes.
4 Q. Okay. Anywhere -- where is the last place you
5 lived prior to Georgia?
6 A. Pittsburgh, Pennsylvania.
7 Q. And about when did you move from there?
8 A. I moved in 2005.
9 Q. Okay. From Pittsburgh to Georgia?
10 A. To Rabun Gap, Georgia.
11 Q. Okay. All right. How often -- well, let me put it
12 this way: When did Dr. Grist first begin to ask
13 you for help with his business?
14 A. The fall of 2002.
15 Q. And just take me back there. Why did Dr. Grist
16 approach you at that time?
17 A. He told me he wanted us to help him with his
18 business.
19 Q. Any particular reason?
20 A. He was wanting to separate his business from Greer
21 Animal Hospital, Inc., which was a holding company
22 for him and his wife's business, and she had filed
23 for divorce.
24 Q. So their divorce was -- was in the process around
25 2002, somewhere in there?

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1 week.
2 Q. Were you staying with him at his house?
3 A. No. I was paying for my own motel room.
4 Q. And was it that -- how long was it that intense of
5 a project?
6 A. Probably, the first year. I was not there -- I
7 would then go back home some -- back to Pittsburgh,
8 cause I had not moved yet.
9 Q. Uh ...
10 A. And if you're wondering why it was intense, he was
11 without any money. He had been embezzled.
12 Q. Okay. That -- that brings -- thank you. That
13 brings me back to ...
14 A. I might as well mention that to you. That's --
15 that's what the situation was.
16 Q. Okay.
17 A. So he needed help.
18 Q. Is that the vet tech that you referred to earlier?
19 A. Yes.
20 Q. Okay. And do you recall ...
21 A. He needed food to eat. You know, he had issues.
22 He, you know, he was -- somebody had taken him to
23 the cleaners.
24 Q. Was that before -- the embezzlement before his
25 divorce or after?

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1 A. Yes.
2 Q. And what sort of things did you do to help Dr.
3 Grist at that time?
4 A. Whatever he asked me to do. He was a very
5 brilliant man who had all kinds of ideas and things
6 he wanted done. I -- the list is very long.
7 Q. Okay. Were you on -- did he pay you for the help?
8 A. I never got paid at all, by Dr. Grist. He was my
9 brother and I did things for him and he did things
10 for me.
11 Q. About how much of a time commitment for you did you
12 spend with Dr. Grist and his business?
13 A. I helped him with the business from January 15th,
14 2003 until April 29th, 2008.
15 Q. Okay.
16 A. And after that time, I only helped him with his
17 personal business, nothing to do with his
18 veterinary business.
19 Q. Thank you. All right. While you helped with the
20 business, was it a weekly obligation or monthly,
21 you know, did he ask for help or -- and then you
22 helped him -- can you remember -- have a sense of
23 how often that was?
24 A. I met the needs. And when I first came there, I
25 was helping him eighteen hours a day, seven days a

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1 A. I can't give you the dates of when it began. All I
2 know is I walked in the door and saw what was
3 happening.
4 Q. Okay.
5 A. On January 15th, 2003.
6 Q. All right.
7 A. She left the next day. It didn't take long to see
8 what was going on.
9 Q. He ...
10 A. He just told me that there was something going on
11 and he didn't know what the problem was.
12 Q. And when you say she left, you mean his wife?
13 A. No, I'm saying the vet tech left the next day.
14 Q. Oh, I'm sorry. Okay.
15 A. The vet tech left the next day and then we had that
16 civil case ...
17 Q. Okay. And
18 A. ... four years later. It took that long.
19 Q. Okay. And when you say the lawsuit was against vet
20 tech, were you saying that's the business name or
21 it was against a vet tech?
22 A. It was against the vet tech that was taking the
23 money to the bank and ...
24 Q. Okay.
25 A. ... not taking it to the bank.

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- 1 **Q. The individual?**
2 A. The individual.
3 **Q. Okay.**
4 A. The (inaudible) individual.
5 **Q. Do you remember that person's name?**
6 A. Judy Tabor. T-a-b-o-r.
7 **Q. Do you remember the results of that litigation?**
8 A. She lost it. She left the state and never came
9 back as far as I know. And that date was August
10 7th of 2007. I gave testimony and the case was
11 resolved.
12 **Q. Do you know if Dr. Grist was ever able to recover**
13 **some of what was stolen?**
14 A. No, he was not able to recover the money that was
15 stolen by her, no -- no restitution.
16 **Q. Okay. None of it, I take it? He wasn't able to**
17 **recover any of it -- any portion of it?**
18 A. Correct. All I was able to do was follow the money
19 and see where it had been taken, and present it in
20 court, and she lost the case and had to leave.
21 **Q. And then after that case and after you stopped**
22 **helping -- I think you said, April 29th, 2008 --**
23 **you kinda helped -- wrapped up with the business**
24 **side of the things. You have continued to help Dr.**
25 **Grist personally since then?**

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- 1 A. He asked me to make sure that the money from his
2 business was getting in his bank accounts and to
3 help him with investing the money.
4 **Q. Okay. About how much of a time commitment would**
5 **that be?**
6 A. Not much, just something that you have to do
7 frequently to make sure that nobody's taking the
8 money.
9 **Q. Did you ever see any other problems such as the one**
10 **with the vet tech after that case was over?**
11 A. No.
12 **Q. Okay. So, that's good news, no other embezzlement**
13 **that you're aware of after that incident.**
14 A. Not that I'm aware of.
15 **Q. Okay. And at some point -- let me find my Exhibit**
16 **here -- this Exhibit 1, do you recall Dr. Grist**
17 **naming you as his agent?**
18 A. Yes.
19 **Q. Okay. And did you -- do you recall where you used**
20 **this Power of Attorney to help him with his**
21 **finances and things of that nature?**
22 A. I used it. However, I always checked with him
23 before I did anything. I did nothing on my own
24 initiative. I made recommendations to him.
25 Sometimes he would he approve it. Sometimes he

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- 1 wouldn't.
2 **Q. Okay. And do you recall later on he -- appears he**
3 **amended his -- that Power of Attorney in the**
4 **Revocation, Exhibit 2, and then a new Power of**
5 **Attorney or subsequent Power of Attorney, Exhibit**
6 **3. Do you recall when he changed that?**
7 A. Yes.
8 **Q. Okay. Do you happen to remember why he revoked the**
9 **first Power of Attorney and then did a new Power of**
10 **Attorney, still with you as agent?**
11 A. My understanding is that it's good to update your
12 Powers of Attorney occasionally, after so many
13 years.
14 **Q. Okay. But as -- and I know that's a long time ago,**
15 **but -- and if you don't remember, that's fine, but**
16 **to your memory, there's nothing specific -- any**
17 **specific reason why Dr. Grist changed that?**
18 A. It's what I just stated.
19 **Q. Okay. Just ...**
20 A. Periodically, it's a good practice.
21 **Q. Okay. Have you ever met the attorney, Dan Collins?**
22 A. Yes.
23 **Q. You have? Okay. Tell me about that.**
24 A. What do you want to know about it?
25 **Q. When did you meet him?**

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- 1 A. I think I first met him that year that Trust was
2 written, 2005, towards the end of the year.
3 **Q. Okay. How often would you see him?**
4 A. Not very frequently, just to get whatever Dr.
5 Grist wanted to get done -- legally done.
6 **Q. Okay. And to clarify, Mr. Collins wasn't your**
7 **personal attorney was he?**
8 A. Correct.
9 **Q. Okay. So whenever you talked to him, it was just**
10 **business related to Dr. Grist?**
11 A. He -- Dr. Grist wanted me to be there.
12 **Q. Okay. So you'd go with Dr. Grist on these visits**
13 **to the attorney?**
14 A. Say again?
15 **Q. You -- did I hear correctly, you'd go with Dr.**
16 **Grist to see Dan Collins?**
17 A. At his request, yes, sir.
18 **Q. Right. Okay. Did you -- have you ever met Chace**
19 **Campbell?**
20 A. I've met him once.
21 **Q. Okay. And when did you meet him?**
22 A. I would guess it was in April of 2019, when I was
23 told to bring all the financial records that I had
24 -- all the investment information that I had, those
25 kind of financial records, investment records that

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1 I had of Dr. Grist and bring it to his office,
2 here in Greenville, and I did.
3 **Q. Okay. Did you consult with Mr. Campbell at that**
4 **time, or just deliver the documents?**
5 A. I delivered the documents. I -- he wasn't my
6 attorney. I had nothing to consult with him about.
7 **Q. Okay. So, no -- you didn't talk about, okay, what**
8 **are you doing, Mr. Campbell, or anything like**
9 **that?**
10 A. I just handed him what he asked for, had a pleasant
11 conversation and left.
12 **Q. Sure. Under the -- the financial Powers of**
13 **Attorney that we've looked at, I'm going to refer**
14 **to them -- Exhibits 1 and 3, do you recall ever**
15 **doing an accounting of your activity on behalf of**
16 **Dr. Grist?**
17 A. How do you mean?
18 **Q. Like a financial report of things that you did,**
19 **whether it's moving money or paying bills, or**
20 **anything like that?**
21 A. I would give Dr. Grist, periodically, a
22 spreadsheet that I kept for him on all of his
23 investments, whatever it might be. And I would do
24 that as frequently as necessary and he requested,
25 or I thought -- no less than every six to twelve

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1 months, but probably more frequently. And he knew
2 exactly what was in his accounts. I told him.
3 **Q. Okay. Would you deliver those by mail or in**
4 **person, or email?**
5 A. It depended on where I was. It could be done
6 verbally. It could have been done in person, if I
7 was with him. He did not do email, so I did not
8 deliver it by email as an attachment.
9 **Q. Okay. Do you know if you would still have any of**
10 **those spreadsheets in your -- in your home records?**
11 A. Yes, sir.
12 **Q. Okay. Did -- in addition to sort of an asset**
13 **summary -- and I -- I don't mean to mis-**
14 **characterize that. I guess the spreadsheet is**
15 **really an asset summary of the balances and ...**
16 A. The balances of each one of his accounts.
17 **Q. Okay. In addition to that asset summary, did you**
18 **ever do a transactional history?**
19 A. Quite often, I would printout his accounts for him
20 at the bank, and I would take it to him and let him
21 look at it.
22 **Q. Okay. So ...**
23 A. He did not follow it very closely, but I would take
24 it to him none the less and make sure he saw it and
25 what I was doing.

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1 **Q. Okay. And so those would be the -- it sounds like**
2 **you're referring to the actual bank statements?**
3 A. The bank statements, yes.
4 **Q. And not an independent report that you generated?**
5 A. What do you mean by independent report that I
6 generated?
7 **Q. So, in other words, I understand you gave him some**
8 **bank statements, but would you then prepare a**
9 **separate report that showed, okay, this money came**
10 **in, this money came in, this money went out, that**
11 **money went out, on a separate, sort of, summary or**
12 **was it just a matter of giving the statements?**
13 A. Well, the statements show where the money's coming
14 in and when it's going out. And then I would show
15 him a summary of exactly what assets were in what
16 account ...
17 **Q. Okay.**
18 A. ... that he would set up. So I think that would
19 give him a proper picture.
20 **Q. Okay. Now, I don't have any reason to disagree. I**
21 **just want to clarify.**
22 A. Just answering your question.
23 **Q. Yes, sir. If there was a separate transaction**
24 **listing that you prepared, as opposed to just the**
25 **bank statements ...**

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1 A. Bank statements and then a summary of everything.
2 **Q. Okay. Was there a point in time when -- when you**
3 **stopped helping Dr. Grist?**
4 A. What do you mean?
5 **Q. I take it you're -- you're not still doing, you**
6 **know, work for him today, are you?**
7 A. No, I'm not.
8 **Q. Okay. So between, you know, 2003, when you started**
9 **with the business and so on and so forth, was there**
10 **a point in time, approximately, when you stopped**
11 **helping with his financial affairs?**
12 A. I stopped helping with his financial affairs close
13 to the end of December of 2018. And then I turned
14 over to Chace Campbell, as I told you, all the
15 financial summaries as of the end of the year. So
16 if you're wanting an approximate date, I don't have
17 a precise date. It would be approximately December
18 31st.
19 **Q. Okay. Great. All right. Somewhere at the end of**
20 **2018 ...**
21 A. Yes.
22 **Q. Okay. And until that point, approximately, it was**
23 **just business as usual in terms of what you had**
24 **been doing for Dr. Grist?**
25 A. Personal business, yes.

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- 1 **Q. Okay. Do you know why Dr. Grist -- or do you know**
2 **-- do you know if Dr. Grist decided to stop**
3 **seeking your help or how did that come about?**
4 A. In early 2019, he asked me to come to Dan Collins's
5 office and he said he was turning over his -- the
6 running of his business to his daughter, Stacey,
7 and he was going a different direction. And that
8 typically means that -- thank you, very much,
9 you've done what I asked you to do.
10 **Q. Did he tell you that for the first time, when you**
11 **were in Dan's office -- Mr. Collins's office -- or**
12 **did he let you know, sort of, leading up to that?**
13 A. I really feel that's the first time. I can't be a
14 hundred percent certain, but I feel like that was
15 the first time that he told me that.
16 **Q. Sure. And what -- do you recall your reaction to**
17 **that? What -- how did you feel about that?**
18 A. I told him that I'm glad that he was having his
19 family help him with his businesses.
20 **MR. RABON:** We can worry about that later. (Mr.
21 Rabon handed a note to Mr. Myers) Just -- you're
22 fine -- you're fine.
23 **Q. Okay. So, did -- at that meeting with Mr.**
24 **Collins, early 2019, did Dr. Grist say who he was**
25 **turning over his business to?**

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- 1 A. Yes, he said he was turning it over to his
2 daughter, Stacey.
3 **Q. To Stacey, okay. Sorry, if I missed that. And did**
4 **I understand your correctly, you didn't have any**
5 **objection to that?**
6 A. No.
7 **Q. Okay.**
8 A. He did what he wanted to do. I just was there to
9 help him. He asked me to help him with things. I
10 helped him. It's his decisions what he wants to
11 do.
12 **Q. Yeah. And did you think there was any -- did you**
13 **sense any issue with Dr. Grist's mental ability to**
14 **make that decision at that time?**
15 A. I'm not a psychiatrist.
16 **Q. Okay. Did you have any concerns yourself about --**
17 **Dr. Grist, hey, this is -- what -- you know, I'm**
18 **not sure you're able to make that decision -- was**
19 **there any of that in your mind?**
20 A. It occurred to me because he had been telling me
21 for a good while that he was -- his memory was
22 failing him.
23 **Q. Okay.**
24 A. But again, I'm not a psychiatrist so I can't give
25 you specific ...

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- 1 **Q. Sure.**
2 A. ... information.
3 **Q. No, I appreciate that and this is, of course, just**
4 **based on what you -- what you know and observed so**
5 **I'm just trying to -- a lot of my question -- I**
6 **don't mean to irritate you, but I have to sort of,**
7 **explore the extent of your knowledge and ...**
8 A. And I'm trying to give you ...
9 **Q. Exactly.**
10 A. ... the best answers I can.
11 **Q. Absolutely and -- and I appreciate that. I don't**
12 **want to irritate you in asking sort of, what seem**
13 **like repetitive questions. So when did -- when did**
14 **Dr. Grist first tell you about memory issues? Do**
15 **you recall that?**
16 A. I would say that it became something -- I would say
17 around 2014, 15.
18 **Q. And did you observe those yourself when he told you**
19 **or did that come as a surprise?**
20 A. I observed it.
21 **Q. Okay. Can you describe sort of, the early symptoms**
22 **you noticed in Dr. Grist with that?**
23 A. He would forget his way back to a familiar place
24 here in Greenville.
25 **Q. Like directions?**

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- 1 A. Yes.
2 **Q. Okay. Up through 20 -- early 2019, did you -- did**
3 **you ever know him to forget who any of his**
4 **daughters were?**
5 A. No.
6 **Q. Okay. Up through early 2019, did you ever know him**
7 **to forget his -- his financial accounts, you know,**
8 **such as what bank they were with or anything like**
9 **that?**
10 A. He would get very confused about financial matters.
11 **Q. Okay. Did he ever forget that he had, say, an**
12 **account at Vanguard, for example?**
13 A. He never really talked about it.
14 **Q. Okay. And so are you able to describe a little bit**
15 **about what his financial confusion -- how that**
16 **manifested -- what sort of things you observed?**
17 A. I'll give you one example. In 2018, he had me come
18 to Greenville with him because he was interested in
19 upgrading his vans for his mobiles, for his
20 business. And so I went with him when he went to
21 get that done. He was wanting to understand how
22 buying the vans was going to affect his financial
23 interests so I took him to his CPA, Cheryl Borum,
24 and I talked to him also, and explained to him the
25 tax implications because he could have a

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- 1 depreciation for all three vans in that particular
2 tax year. Dr. Grist always wanted to know how
3 much money he was going to make in a year -- very
4 interested in. He did not understand that
5 financial transaction. The fact that he was going
6 to get -- not have to pay much Federal -- as much
7 Federal tax as necessary because of that deduction
8 ...
9 **Q. Okay.**
10 A. ... and he wasn't sure that somebody wasn't trying
11 to do something. He was confused and not
12 understanding.
13 **Q. I see.**
14 A. There was going to be depreciation and he would get
15 a lot less money on his tax bill. Therefore, he
16 would end up in pretty good shape. He did not
17 understand the percentage of what he would paying
18 on it -- did not understand it.
19 **Q. So, it -- it sounds like it's fair to say, he truly**
20 **did need some help with his business at that time?**
21 A. Yes, he did.
22 **Q. Okay. And did you observe his -- the memory issues**
23 **getting more severe since the 2013 timeframe up**
24 **through early ...**
25 A. It was a gradual process.

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- 1 **Q. Okay.**
2 A. But yes, I did.
3 **Q. Yes, sir.**
4 A. I was with him in 2018. We went on a trip. He
5 liked to see plants and flowers, and he was really
6 confused on that trip. Just -- you could just tell
7 his memory was not good.
8 **Q. All right.**
9 A. Directions, you know, repeating things.
10 **Q. Right. And if -- if early 2019, he had said, hey,**
11 **Lee, I need some help with my business. Can you**
12 **move back here and help me day to day again? Would**
13 **you have been willing to do that?**
14 A. That's a hypothetical and I haven't really thought
15 it through.
16 **Q. Okay. Any immediate reaction to that? You were**
17 **retired at that time. I mean, is that something**
18 **you would have wanted to do?**
19 A. I've always been willing to help him when he has a
20 need. I always have.
21 **Q. Right. But, as it stands, as you said, that is a**
22 **hypothetical, and as the history reveals, he, in**
23 **early 29 [sic], evidently wanted to ask Stacey to**
24 **help with the business?**
25 A. Yes.

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- 1 **Q. Okay. What did Dan Collins say to that request?**
2 A. Have you talked to Dan Collins about it? You're
3 asking for hearsay.
4 **Q. Well, no if you -- you were at the meeting in early**
5 **2019, correct, with Dan Collins and Dr. Grist,**
6 **right?**
7 A. Yes.
8 **Q. Okay. Did -- so you heard it, whatever Dan may**
9 **have said at that meeting. Did he say anything**
10 **about, you know, hey, Dr. Grist that's -- I'll get**
11 **to work on that or did he say, no, Dr. Grist, I**
12 **don't think you're able to make that decision --**
13 **did -- anything like that?**
14 A. At the time, he went ahead and started the process
15 and then he got a phone call the next day from his
16 CPA, Cheryl Borum, explaining to him that he didn't
17 understand anything about the transactions that
18 were going on in his business. And he told us that
19 he was not pleased with the situation.
20 **Q. All right. And thank you for your candor here.**
21 **These sort of details matter. So, just to clarify,**
22 **as far as you knew, Dan Collins was going to, you**
23 **know, prepare the document enabling Stacey to step**
24 **into the business and help until Mr. Collins got a**
25 **call from Cheryl Borum?**

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- 1 A. Yes.
2 **Q. Okay.**
3 A. And so, therefore, he did not execute them and she
4 went somewhere else is my understanding.
5 **Q. Did -- did Mr. Collins say anything to the effect**
6 **of if you get a mental evaluation, I'll -- and it**
7 **clears, I'll do it? Did he say anything like that?**
8 A. He said that he -- he said that Dr. Stan needed a
9 mental evaluation.
10 **Q. Do you know if -- if Dr. Grist ended up getting**
11 **that mental evaluation at that time?**
12 A. My understanding from the lawyer was that he did
13 not get one at that time.
14 **Q. Okay. Understanding ...**
15 A. But I -- but I was not there. You know, I can't
16 tell you for sure. I do not know for certain.
17 **Q. Okay. Have you spoken with Cheryl Borum since that**
18 **event when she called in early 2019?**
19 A. I think I may have talked to her a week or two
20 afterwards.
21 **Q. For the last time, at that point?**
22 A. I believe so.
23 **Q. Okay. Do you -- I know that's been a while. Do**
24 **you happen to recall what y'all might have talked**
25 **about at that time?**

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- 1 A. She just told me that she had gone to Dan Collins's
2 office and explained to him that he was confused
3 and didn't understand his business.
4 **Q. Okay.**
5 A. And felt that he needed to have a mental test.
6 **Q. Okay. Did you have any particular agreement or**
7 **disagreement with Ms. Borum's personal assessment?**
8 A. I agreed with her assessment, that he needed to
9 have a test, that he did not understand the
10 business transactions.
11 **Q. All right. Business transactions is one thing and**
12 **-- but what about Dr. Grist's ability to designate**
13 **Stacey Grist as his agent to help him with the**
14 **business, do you think Dr. Grist understood that**
15 **component?**
16 A. That's an opinion. I -- I have no way of getting
17 in his mind and understanding if he knew what he
18 was doing or not.
19 **Q. Okay.**
20 A. I have no way of knowing.
21 **Q. Okay. Did -- do you know if Cheryl Borum stated**
22 **any personal opinion as to whether Dr. Grist had**
23 **the capacity to name Stacey as an agent or not?**
24 A. I don't know if she made any comment to that effect
25 or not. I was not at the meeting with Cheryl Borum

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- 1 and Dan Collins.
2 **Q. Okay. Have you ever seen this Exhibit 7?**
3 A. No, I have not seen that.
4 **Q. Okay. Have you ever heard of Dr. Patrick Mullen?**
5 A. I have heard the name mentioned that Dr. Grist had
6 gone to Dr. Mullen, but I had not -- I knew
7 nothing else about him.
8 **Q. Okay. You don't know anything about his reputation**
9 **or ...**
10 A. No, I know absolutely nothing.
11 **Q. Do you have any reason to believe that Dr.**
12 **Mullen's assessment as of that day that he wrote**
13 **was not correct?**
14 A. I was not there on that day so I would have no way
15 of knowing.
16 **Q. Okay. And have you seen this Exhibit 4, which is a**
17 **Revocation of the prior Power of Attorney naming**
18 **you?**
19 A. (Looking at documents.)
20 **Q. Before you move on to Exhibit 8 -- I'm sorry. I**
21 **should have done one then the other. Have you seen**
22 **this Exhibit 4 before?**
23 A. No, I had not seen that before.
24 **Q. Okay. And have you seen this Exhibit 8?**
25 A. No.

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- 1 **Q. Okay.**
2 A. No.
3 **Q. On Exhibit 4, does that appear to be Dr. Grist's**
4 **signature, as far as you can tell?**
5 A. I can't tell you whether it is or not. I saw so
6 many people forge his name ...
7 **Q. Okay.**
8 A. ... that I couldn't tell you. I'm not saying
9 that's a forgery. Please, don't misunderstand me.
10 **Q. Sure, sure.**
11 A. I just know people that forged his signature quite
12 a lot.
13 **Q. Okay. Have you ever known any of his -- his**
14 **children to forge his signature?**
15 A. No.
16 **Q. Okay. How about Marilyn Grist?**
17 A. I don't know who forged his signatures. I suspect
18 that most of it was done with Judy Tabor.
19 **Q. Okay.**
20 A. But I can't tell you who did or didn't do it. I
21 just -- from what I have seen, it is believed that
22 she did. I don't believe that was part of the
23 civil case, though.
24 **Q. All right. When you turned over documentation to**
25 **Chace Campbell in early 2019, what was your**

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- 1 understanding of what Dr. Grist was going to do
2 with Mr. Campbell?
3 A. He just told me he was his attorney.
4 **Q. Okay. Did Dr. Grist tell you he was going to get**
5 **that Power of Attorney that Dan Collins wouldn't do**
6 **or you know, that Dr. Grist was going to complete**
7 **that process of naming Stacey as an agent?**
8 A. Dr. Grist didn't tell me anything about what he
9 was doing after that day in Dan Collins's office.
10 We didn't -- we didn't discuss anything more, as
11 far as ...
12 **Q. Okay.**
13 A. No conversation about it, at all.
14 **Q. Sure.**
15 A. I mean, I think some letters were sent to me to
16 stay away from the office and things like that were
17 sent under his signature.
18 **Q. Okay. Was it your understanding somewhere in 2019**
19 **that Dr. Grist had named Stacey as his agent?**
20 A. I think I heard that. I don't recall how I heard
21 it, but I believe I heard that, yes.
22 **Q. Okay. And so is it fair to say that at some point**
23 **in 2019, you just operated on the assumption that**
24 **you were no longer Dr. Grist's agent?**
25 A. Exactly.

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- 1 Q. Okay. All right. And your assumption was that --
2 that it -- that was Stacey?
3 A. I'm sorry?
4 Q. And your assumption was also that Stacey was his
5 replacement agent?
6 A. That he had named her as that, yes.
7 Q. Okay.
8 A. I was not acting in any way, shape, or form as an
9 agent for him.
10 Q. And did you take any exception to that changing of
11 the agent for Dr. Grist?
12 A. What do you mean by take exception?
13 Q. Did you consult with a lawyer to see if you can get
14 it overturned or anything of that nature?
15 A. I did not consult with a lawyer to see if I could
16 get it overturned.
17 Q. Okay. Did you -- did you consider challenging the
18 new agent designation in favor of Stacey?
19 A. I saw no reason to do it. He had made his decision
20 what he wanted to do.
21 Q. Since that time, is there -- is there anything
22 about Stacey's activity on behalf of Dr. Grist
23 that concerns you?
24 A. I have no way of knowing whether there is. I have
25 been completely away from it. I've been told to

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- 1 stay away from the business.
2 Q. Okay.
3 A. So I have had nothing to do with it. I would have
4 no idea what's happening.
5 Q. All right.
6 A. I come to Greenville. I was told to stay away from
7 the clinic. I haven't gone to any mobiles. I know
8 nothing about his business.
9 Q. Sure. And who has told you that?
10 A. What?
11 Q. Who told you to stay away from the business?
12 A. I got a letter from Dr. Grist telling me to stay
13 away from the business and I believe it was done in
14 conjunction with Chace Campbell, I believe.
15 Q. Okay.
16 A. I think he said -- I think -- believe that he sent
17 that letter.
18 Q. All right. Has Stacey ever asked you to stay away
19 from the business?
20 A. I haven't had any conversations with her about it.
21 Q. Okay. How often have you seen Dr. Grist since
22 early 2019?
23 A. I've not seen him once in almost three years.
24 Q. Okay.
25 A. Again, told to stay away from his farm -- from him.

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- 1 Q. Oh, so -- so you -- and I apologize. I don't have
2 the letter in my memory, but -- by your
3 interpretation of the letter you're referring to
4 said, stay away from ...
5 A. That's my interpretation. I don't have it
6 completely memorized, but I know it was sent to me.
7 Q. You -- you ...
8 A. So I have stayed completely away.
9 Q. Okay. So you took that letter from Chace Campbell
10 as a -- as a directive to stay away from Dr. Grist
11 even personally?
12 A. And that's what I was told, too, yes.
13 Q. Okay.
14 A. When you're told to stay away from his farm, where
15 he lives in addition to the business and not to
16 contact any of his employees -- and he's an
17 employee of his business, that's the way I
18 interpret it, yes.
19 Q. Okay. And so you haven't tried to call or write,
20 or email Dr. Grist since you got that letter?
21 A. No.
22 Q. Okay. Do you know if your wife got a similar
23 letter to stay away from Dr. Grist?
24 A. I prefer you ask her.
25 Q. Okay. Well, this is based on your knowledge and

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- 1 I'm trying ...
2 A. She -- we both received a letter. I think it was
3 addressed to both of us, but I would have to look
4 at it to know for sure.
5 Q. Okay.
6 A. I believe it was address to both of us.
7 Q. All right. Do you know if your wife has seen Dr.
8 Grist since that -- receiving that letter?
9 A. To the best of my knowledge, she has not seen her
10 brother in almost three years.
11 Q. Do you know if she's been able to speak with him by
12 phone or email?
13 A. He called once, several months after we received
14 the letter. He said he was up on the mountain, up
15 on the hill on his farm, and he was going to try to
16 give us a phone call because his phone had been
17 taken away from him.
18 Q. All right. Did he give any details about the phone
19 issue? Like, who took his phone away?
20 A. He just said that his phone had been taken away and
21 he was not to call us, but he wanted to call us and
22 talk to us so he was.
23 Q. Okay. And so how -- how was he able to call you?
24 He was somewhere outside of his home?
25 A. He must have gotten a hold of another phone.

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- 1 **Q. Okay. Did he say ...**
2 A. It may -- in fact, it may have been his phone that
3 day. It had been -- something had been done to it.
4 I don't know whose phone it was. I can't -- all I
5 know is I had received one cell phone call from him
6 and that was just several months after the 19 -- it
7 was during 2019.
8 **Q. Okay.**
9 A. I haven't talked to him since.
10 **Q. Would you -- did you write that number down, by**
11 **chance?**
12 A. No.
13 **Q. Okay. Did Dr. Grist, when he called that time,**
14 **did he sound upset or in a panic, or anything?**
15 A. He seemed -- seemed displeased. It was hard for
16 him to make a phone call to us, and that he wanted
17 to.
18 **Q. Okay. At that time, did you -- did you call any**
19 **authorities about the situation?**
20 A. Any what now?
21 **Q. When you got this telephone call from Dr. Grist**
22 **saying, you know, my phone's been taken, did you**
23 **call any authorities about that ...**
24 A. No.
25 **Q. ... like police?**

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- 1 A. No.
2 **Q. Didn't call Social Services?**
3 A. No.
4 **Q. Did you call any of his family?**
5 A. Not that I know of.
6 **Q. Did Dr. Grist, in meeting with Dan Collins, did he**
7 **talk about his desire to name a healthcare agent?**
8 A. His healthcare agent was changed at that time. You
9 will need to ask my wife the details, but she
10 resigned and so did her sister, as the backup of
11 healthcare.
12 **Q. Do you know who Dr. Grist wanted to name at that**
13 **time as a replacement?**
14 A. I do not know at that time, who he -- it was not
15 mentioned.
16 **Q. Okay.**
17 A. It was -- I think it was a surprise to him, but
18 they did not want to be involved with it --
19 figuring the family who was coming in was going to
20 look after Dr. Grist.
21 **Q. Did Dr. Grist ever talk with you about his estate**
22 **plan?**
23 A. Say again?
24 **Q. Did Dr. Grist ever talk with you about his estate**
25 **plan?**

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- 1 A. His estate plans?
2 **Q. Yes, sir.**
3 A. Well, he would have done that when he did his Trust
4 and I was there in 2005.
5 **Q. Okay. So -- so you was ...**
6 A. So, yes he talked to me about his estate plans,
7 yes.
8 **Q. All right. So you're familiar or have you -- do**
9 **you recall the name, The 3913p1 Living Trust?**
10 A. Yes.
11 **Q. Okay. Do you know what that refers to, that**
12 **number?**
13 A. I cannot remember exactly what it is, but
14 basically, if you read the Trust, he wanted to have
15 his holdings distributed equally among his three
16 girls, and I believe that that is a code referring
17 to the three girls, but I couldn't tell you any
18 beyond that.
19 **Q. Okay. Did he ever talk to you about amending that**
20 **equal disposition among his three daughters?**
21 A. No. He was very adamant on making sure it was
22 equal distribution among all three girls.
23 **Q. At least up through early 2019, when you -- when**
24 **you last spoke with him?**
25 A. Yes.

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- 1 **Q. Okay. Did Dr. Grist ever talk about, you know, if**
2 **I become incapacitated, I'd want such and such**
3 **daughter to care for me, anything like that?**
4 A. Actually, he -- to the best of my knowledge, he
5 wanted to make sure that his sister helped look
6 after him and I think that he may have also thought
7 that Mickie would help him some.
8 **Q. Okay. Is that as to his healthcare only or as to**
9 **his healthcare and his finances?**
10 A. Strictly healthcare at that particular issue.
11 **Q. Okay. Did he -- did Dr. Grist ever express if I'm**
12 **incapacitated, I would want such and such person to**
13 **take care of my finances?**
14 A. Well, I believe that's what's in there. He wanted
15 -- he wanted my wife and me to make sure that his
16 finances were looked after. I believe I'm listed
17 first and my wife is backup.
18 **Q. And you're referring to that early Power of**
19 **Attorney?**
20 A. You've got the Power of Attorney, Trust.
21 **Q. Okay.**
22 A. It's a Living Trust, so if he becomes
23 incapacitated, in Living Trust, then the person
24 who's the backup would be the one who would take
25 care of his financial affairs, yes.

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- 1 **Q. Okay. Do you have any knowledge that Dr. Grist**
2 **named a -- may have named a new successor Trustee**
3 **to replace you in that Trust document?**
4 A. Say again?
5 **Q. As you noted, you were named as successor Trustee,**
6 **I believe in the Trust we were talking about from**
7 **2005.**
8 A. Yes.
9 **Q. Do you have any knowledge that Dr. Grist more**
10 **recently named Stacey as the successor Trustee?**
11 A. I believe that's what that document -- I believe
12 I've seen something to that effect, yes. I'm
13 thinking ...
14 **Q. Do you have any basis to know whether Dr. Grist --**
15 **if he signed a document naming Stacey as successor**
16 **Trustee, whether he had capacity at that time or**
17 **did not have capacity?**
18 A. I was not there. I have absolutely no idea whether
19 he had capacity at that time. You would have to go
20 back and look at different things. I was not
21 there.
22 **Q. Sure.**
23 A. I told you I haven't been around him in three
24 years.
25 **Q. Yes, sir. And I'll stipulate to you the date in**

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- 1 **question is May 1st, 2019.**
2 A. I was not there. I have no idea.
3 **Q. Okay. If a court were to take that appointment of**
4 **Stacey as successor Trustee and say that's a valid**
5 **agreement, would you have any reason to object to**
6 **that conclusion?**
7 A. Yeah.
8 **Q. Okay. What -- what would that be?**
9 A. Well, Dr. Grist had been evaluated other times by
10 neuro -- neuro people and had not tested well
11 before this date.
12 **Q. Okay. So we just talked about, a minute ago,**
13 **Exhibit 7 and this -- the very last sentence there**
14 **-- "I think Dr. Grist is entirely competent to**
15 **select a new Power of Attorney to meet his needs**
16 **and wishes." Did you have any reason to disagree**
17 **with that conclusion?**
18 A. I'm not a psychiatrist, as I said. However, I can
19 read. My wife would be able to give you better
20 details cause she took him to his appointments for
21 healthcare. I was not in when it was done, but he
22 had tests where he scored very poorly in 2018.
23 **Q. Okay.**
24 A. Now, you might have two different psychiatrists
25 with two different opinions. I -- that's what I

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- 1 think where we ...
2 **Q. Okay. Do you know which other doctor he would have**
3 **seen?**
4 A. I think his name is Dr. Absher.
5 **Q. Have you ever talked to Dr. Absher?**
6 A. I have not. You're talking to the wrong person.
7 My wife is the one that handled that.
8 **Q. Sure.**
9 A. I've never -- I don't -- if I -- I don't even know
10 that I've ever met Dr. Absher.
11 **Q. Okay. Would you have any reason to trust Dr.**
12 **Absher over Dr. Mullen or vice versa?**
13 A. I think that's something for the authorities to
14 examine and decide.
15 **Q. Okay.**
16 A. Not for me.
17 **Q. All right. And if -- and if the court did say that**
18 **Dr. Grist's new Power of Attorney naming Stacey as**
19 **his agent was valid, would you have any, you know,**
20 **opposition to that court decision?**
21 A. I'd have to see the evidence and see what the court
22 said, you know, how they go about their decision
23 making process and read it, and understand.
24 **Q. All right.**
25 A. You know, I -- that -- that's a supposition. I

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- 1 have no idea until I get to that point, that's
2 where it got there.
3 **Q. Okay.**
4 A. And I don't want to speculate.
5 **Q. Sure, sure. Did Dr. Grist ever talk about his**
6 **farm and what that meant to him personally?**
7 A. Yes.
8 **Q. What did he say about that?**
9 A. He loved his farm and he loved that very much. And
10 that's where he spent most of his time and wanted
11 to spend his time, when I -- after I had been
12 helping him for a little while, that's where he
13 wanted to spend his time. In fact, he started
14 spending a lot of time there before 2008.
15 **Q. Do you think he would be okay moving to a nursing**
16 **home? I mean, do -- based on your history with Dr.**
17 **Grist, would he be happy about moving to a nursing**
18 **home?**
19 A. That's really getting into speculation. I have no
20 idea whether he would be comfortable moving into a
21 nursing home. I do know that he likes being on the
22 farm.
23 **Q. Did he ever say anything sort of dramatic like, you**
24 **know, if somebody moved me, I'd -- I wouldn't want**
25 **to be alive -- anything to that effect?**

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- 1 A. Not those exact words.
2 **Q. Do you remember the ...**
3 A. I don't remember the exact words, but not those
4 exact words. But he did not want to be in a
5 nursing home. He wanted to be on his farm.
6 **Q. And he was pretty adamant about that?**
7 A. Yes.
8 **Q. Okay. Do you think if -- if it meant Dr. Grist**
9 **could stay in his home longer by having a family**
10 **member as his guardian versus having an independent**
11 **guardian, do you think he'd want a family member,**
12 **all things being equal?**
13 A. I haven't been around him in three years. I have
14 no idea how he feels about that at this point.
15 **Q. Okay. Do you think there's a risk that he might**
16 **deteriorate if he -- if he was moved into a nursing**
17 **home?**
18 A. Most people who move into a nursing home
19 deteriorate. My dad did. He was in his 90s, you
20 know, that's what happens in nursing homes. You
21 deteriorate eventually.
22 **Q. Right. Would it be your desire, you personally,**
23 **just speaking for yourself, that Dr. Grist stay in**
24 **his home as long as reasonably medically possible?**
25 A. Yes.

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- 1 **Q. Okay.**
2 A. Cause that's what he loves.
3 **Q. And if -- well, do you have any personal thoughts**
4 **on whether it would be more likely to accommodate**
5 **Dr. Grist's wishes to stay on the farm using a**
6 **third party guardian or a family member?**
7 A. I would be interested in him being looked after as
8 best as possible.
9 **Q. Okay. Do you -- do you have any knowledge of a**
10 **fella named Reverend Barron, where Dr. Grist used**
11 **to go to church?**
12 A. Yes, I met him. I've been to some services there
13 with Reverend Barron preaching.
14 **Q. Okay. Have y'all ever talked about Dr. Grist?**
15 A. I'm sorry.
16 **Q. Have you and Reverend Barron ever talked about Dr.**
17 **Grist?**
18 A. How do you mean?
19 **Q. Just about his well-being, his mental state, his**
20 **physical state, his family?**
21 A. I have not talked to Reverend Barron about his
22 mental state or, you know, his health, no. I have
23 not.
24 **Q. Okay. Haven't talked about any concerns with the**
25 **family or anything like that?**

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- 1 A. No, I have not talked to him about that. I've just
2 gone to the services with him.
3 **Q. Okay. Do you know anything about Dr. Barron going**
4 **to Dr. Grist's farm to try to take him to a**
5 **doctor's visit? Do you know anything about that?**
6 A. I know nothing about it. It's -- it's something
7 I've heard about. You know, if I don't have first
8 hand knowledge of something, I'm not going to go
9 into it. I'm not there.
10 **Q. All right. I'm just -- exactly, just checking that**
11 **off, to make sure. Did Mickie ever explain to you**
12 **why she revoked the Healthcare Power of Attorney**
13 **Dr. Grist had signed for her?**
14 A. I'm not sure that I know about that.
15 **Q. Okay. Are you familiar that Mickie ...**
16 A. When was this done?
17 **Q. Okay. Sure. Let me refer to that. Sorry. You**
18 **may not have seen this, but Exhibit 13. If you**
19 **have seen it, let me know.**
20 A. No, this -- this is in 2020. Again, as I told you,
21 after 2019 -- early 2019, I don't know what's ...
22 **Q. Oh, sure.**
23 A. ... going on in that regard.
24 **Q. And I -- the reason I asked is because this is --**
25 **I'll stipulate to you something Mickie testified**

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- 1 **earlier that she signed and this statement here**
2 **says -- well, of course, it's titled, excuse me, a**
3 **"Resignation ...**
4 **A. Yes.**
5 **Q. ... From Health Care Agent". And it says, there,**
6 **"This is a responsibility which I do not wish to**
7 **undertake." Did she ever talk to you about that?**
8 A. No.
9 **Q. Okay. Do you have any other knowledge of why she**
10 **would have said that?**
11 A. No.
12 **Q. Do you think that Mickie would be a good healthcare**
13 **agent -- or excuse me -- would Mickie be a good**
14 **guardian for Dr. Grist?**
15 A. I would say that she would be the best family
16 member guardian of the immediate family.
17 **Q. Okay. What reasons?**
18 A. She seemed to care for him more, personally.
19 **Q. Okay.**
20 A. I would see her sometimes with him, go out to
21 dinner after church on Sunday, if I've gone -- went
22 over to Greenville and met him here.
23 **Q. All right.**
24 A. She seemed to -- she would come to some of the
25 doctor's appointments that my wife had for him when

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1 we were here in Greenville. So, just based on
2 being there, for some of those appointments, I
3 would say that she would be the most interested and
4 would do the best of the immediate family.
5 **Q. Would it matter at all if -- if Dr. Grist, himself**
6 **was very adamant that he did not want Mickie to**
7 **help him out?**
8 A. People have to make up their own mind.
9 **Q. I'm sorry?**
10 A. I said, people have to make up their own mind.
11 **Q. Right, but if you had knowledge that Dr. Grist has**
12 **expressed very strong disinclination to have Mickie**
13 **serve as his guardian, would that affect your**
14 **decision as to who would be a good ...**
15 A. Well, I'm not aware that he has done that.
16 **Q. Okay. If he did, would that affect ...**
17 A. Well, that's speculation.
18 **Q. All right. Do you think Dr. Grist's wishes about**
19 **who his guardian is are -- do you think that**
20 **matters?**
21 A. I think it matters. However, you have to consider
22 what the most recent, as I understand it,
23 evaluations of his dementia is at the current. I
24 understand that Dr. Mullen later gave him a very
25 low score just like Dr. Absher has.

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1 **Q. Right. And if -- if somebody was completely**
2 **demented, but they had an insane delusion that a**
3 **certain individual was not good for them and it**
4 **caused them great anxiety, do you think that other**
5 **individual should be the guardian?**
6 A. That's speculation. That's just an opinion. I
7 have no -- I'm not going to comment.
8 **Q. Okay. Would you want Dr. Grist to be in an**
9 **agitated state?**
10 A. I want him to be well taken care of.
11 **Q. Okay. And is his level of anxiety and agitation --**
12 **is that part of his well-being?**
13 A. Of course.
14 **Q. Okay. So if somebody caused him great anxiety and**
15 **agitation, would -- all things being equal, that**
16 **person shouldn't be in his house, I would assume,**
17 **right?**
18 A. You have to look at the whole story and I don't
19 know what the whole story is. Again, I have not
20 been around him for three years, or the situation.
21 I'm sure there's a lot going on and I don't know
22 about it.
23 **Q. Okay.**
24 A. And I don't want to get into something I don't know
25 about.

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1 **Q. All right. Do you have any knowledge of how Stacey**
2 **is doing in terms of helping Dr. Grist with his**
3 **business?**
4 A. No.
5 **Q. Okay. Have you read your wife's Petition for**
6 **conservatorship?**
7 A. Yes.
8 **Q. Okay. Did you -- do you recall seeing that there**
9 **was a business value on Dr. Grist's business in**
10 **that Petition saying \$3,850,000?**
11 A. Yes.
12 **Q. Okay. Do you know where that number came from?**
13 A. Yes.
14 **Q. Okay. Where?**
15 A. Me.
16 **Q. Okay. This is great. So how did you calculate**
17 **that?**
18 A. Well, you know, my years working with small
19 businessmen and seeing them sell their businesses,
20 number one, they usually use the multiplier effect
21 of 5 to 7, so I'm using a 6, times their income
22 from the business including their work at the
23 business, when they sell their small business. And
24 a test of that was done in 2007, when Dr. Grist
25 told me that his five year plan was about there,

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1 that he was considering selling his business and so
2 he told me to get it independently valued. And so
3 I went to PS Brokers in St. Simons Island and
4 asked them on his behalf, because he asked me to,
5 what they valued his business at. And they said at
6 the time, it was 1.6 million. I had told him I
7 thought it was 1.5. And I had done that by
8 multiplying 6 times his income on his tax returns
9 for 2006 and 7, or excuse me, 5 and 6. And that
10 was figured accordingly at 240,000 that he took
11 home those two years.
12 **Q. So that's ...**
13 A. And that's how -- that's basically how I came up
14 with that number.
15 **Q. All right.**
16 A. And I've seen that though my 29, 30 years of
17 business with small businessmen -- that that seems
18 to be a number that they're all comfortable with.
19 They figure after six years, they can earn enough
20 money and gradually pay off the loan if they've got
21 one and in six years they could be -- they can be
22 even, or ten years if they spend some of the money.
23 **Q. All right. Six times net income?**
24 A. Yes.
25 **Q. Okay. Have you looked at the -- any financial**

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1 **statements or tax returns for the business since**
2 **early 2019?**
3 A. The only thing I saw -- and I think last night I
4 saw a copy of a tax return that showed the last
5 five years. That number that I gave you there, is
6 based on his 2017 income. That's all I can really
7 base anything on because I know that that's a good
8 hard number of what he earned in his business.
9 **Q. Okay.**
10 A. He earned over \$600,000 that year. I think it was
11 640.
12 **Q. Okay. Have you ever taken any courses in business**
13 **valuation?**
14 A. No.
15 **Q. Has anybody ever employed you to do that?**
16 A. No. But Dr. Stanford employed somebody and paid
17 to have an evaluation.
18 **Q. And you said ...**
19 A. And it was 1.6 and I had estimated 1.5 based on my
20 methodology.
21 **Q. And that was back in ...**
22 A. 2007.
23 **Q. 2007, okay.**
24 A. That's when he was not earning as much money as he
25 was in 2017.

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1 **appointed conservator?**
2 A. I haven't given thought to that. I don't know that
3 moving to Greenville is necessary. Just because an
4 independent conservator is based in Greenville
5 doesn't mean they're going to spend all the time
6 necessary to look after his business. Certainly, I
7 didn't live in Greenville when I was helping Dr.
8 Grist. During those early years of his business, I
9 was traveling back and forth from Pittsburgh and
10 then back and forth from Rabun Gap, Georgia.
11 **Q. You did mention working eighteen hour days.**
12 A. Yes, I did. And that's when we stayed at the
13 motels here in Greenville.
14 **Q. All right. Do you have any reason to think it'd be**
15 **easier now than back then?**
16 A. If somebody became the conservator or she became
17 the conservator now, in the beginning it would take
18 living in Greenville for a while, yes, it would.
19 **Q. Okay. And y'all are willing to put in that work to**
20 **keep the business viable?**
21 A. I'm willing to help her brother.
22 **Q. All right. Would you do that for free or would you**
23 **expect compensation as conservator?**
24 A. I would expect to be reimbursed for business
25 expenses. I think that our most recent thought is

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1 **Q. All right. Do you think it would be easy or hard**
2 **for an independent conservator to step in and start**
3 **running Dr. Grist's business?**
4 A. I think it would be more difficult for an
5 independent conservator to step in and do it. It
6 can be done. Anything can be done, but it would be
7 more difficult, if that's the question.
8 **Q. All right. Who do you think the best conservator**
9 **would be for Dr. Grist?**
10 A. I think my wife would.
11 **Q. Okay. Does she have any experience with the vet**
12 **business?**
13 A. She has been around his vet business. I've been
14 around the vet business. I didn't know anything
15 about animals when I came to help him. I didn't
16 know anything about lubricants when I was asked to
17 sell lubricants. You learn and you study about
18 things.
19 **Q. Sure.**
20 A. And once you're exposed to it, you find out about
21 it. Business is business. Small businesses are.
22 **Q. And ...**
23 A. And she is very intelligent and knows how to figure
24 things out, and would also have my help.
25 **Q. Would y'all move to Greenville if your wife was**

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1 not get paid to be a conservator.
2 **Q. Okay. What -- what business training does your**
3 **wife have?**
4 A. You need to talk to her.
5 **Q. Well, you've been married fifty-two years. Have**
6 **you -- do you know of any business training that**
7 **she's had?**
8 A. She has worked with businesses and has had a lot of
9 training in businesses. I'll let her talk to you
10 about her experience.
11 **Q. Well ...**
12 A. You know, I had a job and she had a job, and we
13 were pretty busy when we were both working.
14 **Q. Sure.**
15 A. I do not know all the ins and outs of what she got
16 exposed to, as far as business is concerned. I do
17 know that she was a -- she was her own business
18 person. I know that, at some times.
19 **Q. Okay.**
20 A. She was self-employed and had her own consulting
21 business.
22 **Q. Okay. And I want to ask you some questions based**
23 **on what you know and hopefully, I may not even need**
24 **to depose your wife so I -- please don't take**
25 **offense. I'm just trying to get us -- get us**

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- 1 forward in this process. Do you know where your
2 wife went to college?
3 A. Yes.
4 **Q. Where?**
5 A. She went to Brewton Parker College for two years
6 and the University of Georgia to get her
7 undergraduate degree, and then she got her master's
8 degree in social work at the University of Georgia,
9 the same year I graduated, 1969.
10 **Q. What did she do after that?**
11 A. I'm sorry?
12 **Q. What did she do for work after graduating?**
13 A. Right after graduating, she went to work for the
14 Red Cross.
15 **Q. Okay. Do you ...**
16 A. ... on a military base.
17 **Q. What did she do there? What kind of job did she**
18 **have for the Red Cross?**
19 A. I'm not sure I understand why you're asking me all
20 the questions about her, exactly what she did, when
21 you got her here and you're going to depose her,
22 sir. I do not understand. I -- you know, I'm not
23 standing over somebody when they're doing a job.
24 I'm doing my own thing. I was finishing my
25 master's thesis when she was working there. She

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- 1 **Q. Okay. Well, you've said you think the business is**
2 **worth roughly 8.35 [sic] million dollars.**
3 A. Yeah.
4 **Q. Okay. So if your -- if your wife's conservator ...**
5 A. Yeah.
6 **Q. ... and it goes bankrupt because, you know, things**
7 **might be a little tougher than you imagined, are --**
8 **do you have 3.85 million dollars of assets that**
9 **you're willing to reimburse the Grists for?**
10 A. I've got a question.
11 **Q. Well ...**
12 A. And that is, is Stacey Grist, if it goes bankrupt,
13 going to pay 3.8 million. All I know is that's
14 what it was worth in 2019. I have no idea what the
15 company is worth today. I couldn't -- so I would
16 not -- no, I would not do that. It may be if we
17 came in as a conservator that the business is in
18 terrible shape. It may take a while to improve it.
19 That's what I would hope. It's basically, a very
20 good business. But I do not know how well it's
21 been run. I don't know the financial condition of
22 it. It could be bankrupt right now and I don't
23 know it. So no, I wouldn't pay for something
24 that's bankrupt.
25 **Q. All right.**

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- 1 was working in downtown Houston when I was working
2 other places, when I was working on my job.
3 **Q. All right. What do you think the most relevant**
4 **experience she -- that you're aware of, what's the**
5 **most relevant experience your wife would have for**
6 **being a conservator over a business?**
7 A. She was there for the most of the same time that I
8 was there at the business.
9 **Q. Okay. What did she ...**
10 A. And -- and observed what was going on and sometimes
11 would help people when they asked for help, and
12 when her brother asked to help with something.
13 **Q. Okay. Has she ever -- do you know if your wife's**
14 **ever managed employees?**
15 A. I don't know. You'll have to ask her.
16 **Q. Okay. You mentioned a consulting business. Can**
17 **you tell me a little bit about that?**
18 A. Yes, she worked as a social worker with various
19 kidney dialysis places, you know, I think various
20 units, owned by different companies, self-employed.
21 **Q. Okay. If the -- if the -- if your wife becomes**
22 **conservator and the business goes bankrupt, are you**
23 **gonna reimburse the Grist family for the 3.85**
24 **million dollars?**
25 A. I'm not sure I follow this line of thinking, sir.

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- 1 A. Would the independent one do that?
2 **Q. If they were negligent, perhaps, they might get**
3 **sued, yeah. What -- okay. So, if a court -- well,**
4 **let's -- let's put it this way: We talked about**
5 **this. Dr. Grist named you as his agent under**
6 **Power of Attorney. Later on, he named Stacey as an**
7 **agent under a Power of Attorney. If a court of law**
8 **decides one of those is valid, is there a need for**
9 **a conservator?**
10 A. Repeat the question.
11 **Q. All right. Let's -- how about this: If a court of**
12 **law says Dr. Grist's Power of Attorney in favor of**
13 **Stacey is invalid, and the court of law says his**
14 **Revocation of your prior Power of Attorney in favor**
15 **of you is invalid. Wouldn't that mean that the**
16 **prior Power of Attorney stands?**
17 A. Whatever Power of Attorney the court says is proper
18 is going to be the one.
19 **Q. Okay. And so whether that's Dr. Grist's Power of**
20 **Attorney in favor of you or his Power of Attorney**
21 **in favor of Stacey, wouldn't -- wouldn't the agent**
22 **have the ability to take care of business affairs?**
23 A. What -- what agent are you talking about?
24 **Q. Well, you, for example. Didn't you help Dr. Grist**
25 **with the business under the Power of Attorney?**

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- 1 A. I had his Power of Attorney. I helped him with it
2 when I had Power of Attorney, yes.
3 **Q. Right.**
4 A. What is your question?
5 **Q. So, an agent under Power of Attorney can help**
6 **people with -- can run the business, right? You**
7 **did it yourself. Did I -- am I right?**
8 A. You're getting into some areas of law that might be
9 a little bit complicated. You're talking -- you've
10 got Trust, you got Trustees, you have LLCs, you
11 have a whole bunch of things here.
12 **Q. All right.**
13 A. And so I'm not sure where you're going legally with
14 your questions.
15 **Q. Let me start from the other end. All right. Five**
16 **lawyers here today.**
17 A. Yes.
18 **Q. Do you understand that at the end of this -- end of**
19 **a conservator action, the court may charge all**
20 **those fees against Dr. Grist's assets. Are you**
21 **aware of that?**
22 A. They can do whatever they want to do.
23 **Q. Okay. Do you think that would be a good result for**
24 **Dr. Grist?**
25 A. Of course, not.

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- 1 **Q. Well, before we even get a conservator, there's a**
2 **lot of money that I'm just -- let me -- let me just**
3 **give a soliloquy for a moment.**
4 A. If we're saying that we're not going to charge as
5 conservator, then you don't have any costs, do you?
6 **Q. Well, we got -- we got a long way to go before we**
7 **get a conservator.**
8 A. Well, you're asking me questions. You're asking me
9 to speculate.
10 **Q. No, I'm just saying, wouldn't it be cheaper for a**
11 **Power of Attorney -- for an agent under Power of**
12 **Attorney to act for Dr. Grist, than to go through**
13 **a legal process paying five lawyers, at least, to**
14 **possibly appoint a conservator, or possibly say, no**
15 **you should have used the Power of Attorney all**
16 **along?**
17 A. I have no idea. This is getting into speculation
18 that I -- these are not questions I can answer. I
19 don't know. You would have a better idea than I
20 would.
21 **Q. All right. And isn't -- as far as you know, isn't**
22 **Stacey currently acting as the Power of Attorney**
23 **for Dr. Grist?**
24 A. That's what you showed me, yes.
25 **Q. And do you have any evidence that that's not in Dr.**

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- 1 **Q. Okay. And so if there was a cheaper way to take**
2 **care of Dr. Grist's businesses, all things being**
3 **equal, wouldn't that be a good thing?**
4 A. What are you proposing?
5 **Q. Well, you were his agent under a Power of Attorney,**
6 **correct?**
7 A. Say again?
8 **Q. Exhibit 1, that we looked at, you -- 2003 to 2018,**
9 **you helped Dr. Grist, right?**
10 A. Yes.
11 **Q. And you were his agent under Power of Attorney,**
12 **correct?**
13 A. Yeah.
14 **Q. All right. Is there any reason why you wouldn't**
15 **resume that role?**
16 A. If I'm asked to, I will do it.
17 **Q. Okay.**
18 A. If I'm asked to, yes. If that's the way the court
19 rules and that's the way ...
20 **Q. And wouldn't that be cheaper than going through a**
21 **conservatorship and paying five lawyers potentially**
22 **out of Dr. Grist's funds?**
23 A. That's speculation and I have no idea whether it's
24 going to be cheaper or not. I have no idea. How
25 much do you pay conservators?

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- 1 **Grist's best interest?**
2 A. I believe that's what this thing is about is what,
3 you know, whose Power of Attorney is current, which
4 one is authorized. I believe that's what we're
5 talking about, isn't it?
6 **Q. Correct. That's what we've got to decide -- the**
7 **court's got to decide, and you personally, do you**
8 **have any evidence that it is not in Dr. Grist's**
9 **best interest for Stacey to continue as his agent,**
10 **under the new Power of Attorney?**
11 A. Right now she is until any determination is made to
12 the other side, so I again, don't understand where
13 you're going.
14 **Q. Sure, if we're at the courthouse and somebody says**
15 **do you have any reason to think Stacey Grist is --**
16 **serving as agent for Dr. Grist is not in his best**
17 **interest, speak now or forever hold peace, what**
18 **would you say?**
19 A. Is that what they're going to say at the
20 courthouse?
21 **Q. Well, I'm trying to ask you a question. I mean,**
22 **you know, we can go round and around about this,**
23 **but do you have any evidence that Stacey serving as**
24 **Dr. Grist's Power of Attorney is not in his best**
25 **interest?**

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1 A. I haven't seen what she's been doing as his Power
2 of Attorney. I don't have -- I don't have a whole
3 bunch of things to tell you how she's done as a
4 Power of Attorney for the last two and three
5 quarters years. I don't know.
6 **Q. All right. You mentioned you reviewed some tax**
7 **returns recently.**
8 A. I saw the tax returns and that -- tax returns isn't
9 going to tell you all that you need to know,
10 whether ...
11 **Q. All right.**
12 A. And I haven't had time to analyze -- look at, you
13 know, I had about one hour to look briefly.
14 **Q. Okay. Have you looked at any of the bank accounts**
15 **that have been submitted in discovery?**
16 A. Very briefly.
17 **Q. Okay. Anything jump out at you that you're**
18 **concerned about?**
19 A. There's things I'd like more details on.
20 **Q. Okay. All right. I think that's all I have. If**
21 **anybody else wants to go.**
22 **MR. LEE:** I've just got a few questions.
23 **MR. RABON:** Hold on just a second. Just for the
24 record, I handed -- handed him a note that we do
25 represent him with regard to the POA case, so we are --

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1 so we are representing him to the extent in -- that was
2 where that -- as he went through, I didn't know ...
3 **MR. LEE:** I'm not going to get in any privileged
4 stuff.
5 Mr. Rabon: Okay.
6 -----
7 Examination by Mr. Lee:
8 **Q. Mr. Lyon, my name is Adam Lee. I represent Dr.**
9 **Grist.**
10 A. Yes.
11 **Q. I'm going to be real quick. I've just got a few**
12 **questions. The meeting in early 19 with Dan**
13 **Collins, was there anybody else present besides**
14 **you, Dr. Grist, and Mr. Collins?**
15 A. At the meeting with Dan Collins in ...
16 **Q. Just -- in early 2019.**
17 A. The people that were there at that particular
18 meeting were me, my wife, Dr. Grist, Dan Collins,
19 and a person that worked with Stacey called Matt.
20 Stacey was not at that meeting.
21 **Q. Okay. Was Dr. Grist clear at that meeting that he**
22 **wanted Stacey to assist him in running his vet**
23 **clinic?**
24 A. That's what he told me.
25 **Q. Did you have any reason to question his decision**

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1 **making, at that meeting?**
2 A. I felt based on his past memory issues that he
3 might not be making the best decisions, but as I
4 told you, whatever Dr. Grist wants, I went along
5 with -- cause I'm there on his pleasure, not mine.
6 **Q. Did he ...**
7 A. But you're asking my opinion of that.
8 **Q. Right. Did he display anything, say anything that**
9 **made you question it at that time, during that ...**
10 A. At that meeting, no. Dr. Grist had an ability to
11 -- when he wanted to focus on something, he'd get
12 it together on that one particular thing.
13 **Q. So, as long as he was focused on something, he was**
14 **able to make a decision fairly easily or is that**
15 **...**
16 A. I'm just not sure about the decision making powers,
17 but he could focus and come across in a meeting.
18 **Q. Do you believe or do you have any reason to believe**
19 **that Dr. Grist was being influenced by anyone to**
20 **make those types of decisions?**
21 A. I felt like his daughter Stacey wanted to come in
22 and take over the business and therefore, not have
23 any other interference.
24 **Q. Is that your belief and assumption or do you have**
25 **something that you -- a fact, or a letter, or a**

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1 **conversation with Dr. Grist that led you to that**
2 **assumption?**
3 A. Dr. Grist told me that he thought that sparks
4 would fly if I went in to talk to Stacey about her
5 taking over the business when I was there, so I did
6 not go in and bother her. I just spoke with her
7 once, briefly, and that was it.
8 **Q. You mentioned that your wife was suited to be**
9 **conservator somewhat because she had some**
10 **experience in working with Dr. Grist. Is that**
11 **right?**
12 A. Yeah, she was there at the clinic.
13 **Q. And if Stacey has that very same experience,**
14 **wouldn't that put them on the same foothold that**
15 **doing the same job as conservator?**
16 A. Being conservator is a lot different than being
17 exposed to the veterinarian business as far as
18 looking after animals.
19 **Q. Uh-huh.**
20 A. I would imagine Stacey knows a lot more about
21 looking after animals than my wife or I do.
22 **Q. Okay.**
23 A. From her experience, a lot more about it, but then
24 running a business is another issue.
25 **Q. Well, if Stacey's been running Dr. Grist's**

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1 **business for ...**
2 A. Three years almost.
3 **Q. ... a number of years, wouldn't she have the same**
4 **experience that you say your wife has?**
5 A. I can't answer that question. I don't know.
6 **Q. You mentioned you had some accounting, some**
7 **spreadsheets you had done in regards to those**
8 **things.**
9 A. Yeah.
10 **Q. Can you provide those to me?**
11 A. Yes, I could.
12 **Q. Okay.**
13 A. I have end of the year statements, every year, I
14 believe, since I started helping him.
15 **Q. All right. And you can provide them to Mr. Rabon**
16 **and Mr. Provence and they can send them to me.**
17 A. Very good. I'll be glad to.
18 **Q. Did you ever prevent Dr. Grist or any of his**
19 **agents from accessing his financial records?**
20 A. No.
21 **Q. Okay. Never had someone call you and say, hey, I**
22 **need to see his financial records and you refused**
23 **to give those to them?**
24 A. I'm not -- I don't -- don't recollect that, no.
25 **Q. The records that you took Chace Campbell, did you**

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1 **happen to keep a copy of those records?**
2 A. Did I happen to keep a copy of what I turned over
3 to him?
4 **Q. Yes.**
5 A. Of course.
6 **Q. Okay.**
7 A. That's business.
8 **Q. Can you also provide a copy of that to Mr. Rabon**
9 **and Mr. Provence so ...**
10 A. He already has it.
11 **Q. Okay. Great. They can provide a copy to me. If**
12 **Dr. Grist was competent and signed a Power of**
13 **Attorney appointing Stacey as his agent, do you**
14 **think that that should be enforced?**
15 A. Say it again?
16 **Q. If Dr. Grist was competent and knew exactly what**
17 **he was doing and he appointed Stacey to be his**
18 **agent, revoking your Power of Attorney and**
19 **appointing her, if he was competent in doing that**
20 **and knew what he was doing, do you think that**
21 **should be enforced?**
22 A. Of course, that's his will. That's his right.
23 **Q. At the time that you stopped helping Dr. Grist,**
24 **what were his assets, approximately?**
25 A. Are you counting ...

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1 **Q. Not counting the vet practice.**
2 A. Not counting the vet practice. What about land --
3 you only want land?
4 **Q. Just his financial holdings in brokerage accounts,**
5 **checking accounts ...**
6 A. It was about 1.7 million.
7 **Q. Was there ever a time prior to 2020 where you**
8 **believed Dr. Grist didn't know who his children**
9 **were?**
10 A. I think he knew who his children were to the -- as
11 far as I know. I mean, I wasn't around him that
12 much being around the children, but when they were
13 around, he knew who they were, yeah.
14 **Q. Was there ever a time where you think that he**
15 **didn't know what he owned?**
16 A. Ask again?
17 **Q. Was there ever a time prior to 2020, that you think**
18 **Dr. Grist didn't know the assets that he owned?**
19 A. He would ask me.
20 **Q. Okay.**
21 A. That's not something that he -- that he ran around
22 -- he cared more about his land, what that was
23 valued at and the land that he bought, than he did
24 with how much was in the bank or how much was at
25 Vanguard or T. Rowe Price.

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1 **Q. And after you explained and told him what he had,**
2 **do you think he understood it? I'm not talking**
3 **about the transactions, just what assets he**
4 **actually owned.**
5 A. He knew what the value was. He -- yes, he knew
6 what the value was.
7 **Q. All right. That's it.**
8 **MR. MYERS: I have a couple of followup.**
9 -----
10 Examination by Mr. Myers:
11 **Q. Just real quick, did -- up through 2019, did Dr.**
12 **Grist realize he had a farm?**
13 A. Up through 2019, oh, you better believe he knew he
14 had a farm, yeah.
15 **Q. And up through 2019, did he realize he had an**
16 **active veterinary practice?**
17 A. Yes.
18 **Q. Up through 2019, did he realize he had investments?**
19 A. Yes.
20 **Q. Have you ever talked to Stone Craven?**
21 A. Stone Craven. The name rings a bell, but I can't -
22 - Dr. Grist had so many different attorneys when I
23 was working with him. I used to say he was
24 employing all the lawyers in Greenville cause he
25 loved to go to attorneys, but I -- I heard the

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1 name. I may have met him once. I can't tell you
2 under what circumstances.
3 **Q. Okay. Do you recall ever getting a Trespass Notice**
4 **from Dr. Grist?**
5 A. I believe we were sent one to stay away from his
6 property in 2019, but I -- that's my recollection,
7 but I don't have all the papers like you do. I
8 know we got sent notices to stay away from him,
9 basically.
10 **Q. Is that the notice you're talking about, that you**
11 **got to stay away?**
12 A. Yes, that looks -- that looks like one of the ones
13 we got.
14 **Q. Do you know why Dr. -- well, do you know why this**
15 **was sent?**
16 A. I have no idea.
17 **Q. Has -- what has Mickie told you about Stacey's**
18 **involvement in the business?**
19 A. That's -- what are you -- what specifically are you
20 wanting to know about?
21 **Q. You know, has Mickie ever talked about Stacey**
22 **running Dr. Grist's business?**
23 **MR. RABON:** No, I'm going to object to the
24 question. Is that not outside the scope of -- of what
25 he -- what Adam's questions were on? So that's beyond

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1 the scope of re-direct. You can ask questions about
2 anything that he asked.
3 **MR. MYERS:** Well, no, that's just a question that I
4 failed to ask before.
5 **MR. RABON:** I don't think ...
6 **MR. MYERS:** I don't think we're in a court
7 proceeding.
8 **MR. RABON:** But -- yeah, but I think -- I think
9 you're entitled to ask questions following up anything
10 he asked.
11 **MR. MYERS:** Is that in the Rule 30?
12 **MR. RABON:** I ...
13 **MR. MYERS:** If it is ...
14 **MR. LEE:** You talking about re-direct from my
15 questions?
16 **MR. RABON:** Yeah. Cause if he didn't ask any
17 questions, you were done. So you can ask him followup
18 to what he asked.
19 **MR. MYERS:** Can we go off the record for a second?
20 (Off the record.)
21 Examination resumed by Mr. Myers:
22 **Q. Did Mickie ever say anything to you about Stacey's**
23 **handling of the business?**
24 A. What about the business? I'm sorry. You turned
25 your head when you ...

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1 **Q. I'm sorry.**
2 A. And you've got this mask on.
3 **Q. Did Mickie ever say anything to you about how**
4 **Stacey was handling the business?**
5 A. Just that she was running the business. I, you
6 know, I don't think she's been by the business to
7 see how she's running it. I know I -- I hadn't
8 been in Greenville in three years to check on
9 anything like that.
10 **Q. Okay. And ...**
11 A. I have no idea.
12 **Q. Has Mickie ever alleged Stacey's mishandling the**
13 **business?**
14 A. What do you mean by mishandling?
15 **Q. Stealing money.**
16 A. I have never heard her say that she was stealing
17 money, no.
18 **Q. Okay. Has Mickie said anything, even close to that**
19 **-- Stacey's losing money; Stacey's mishandling**
20 **money; Stacey -- has Mickie ever said ...**
21 A. I'm not aware that she said to me anything about
22 how she is handling money.
23 **Q. Okay. All right. Has she said anything about the**
24 **way Stacey conducts the business?**
25 A. What -- what do you mean? What ...

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1 **Q. I mean, anything at all -- good, bad, in between.**
2 A. I'm not aware of any particular things of that.
3 **Q. Okay. All right. That's all I have. Thank you.**
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24 (There being no further questions,
25 the deposition concluded at 4:43 P.M.)

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STATE OF SOUTH CAROLINA)
: C E R T I F I C A T E
COUNTY OF GREENVILLE)
Be it known that I took the deposition of LEYLAND
H. LYON, JR.;

That I was then and there a Notary Public in and
for the State of South Carolina-at-Large;

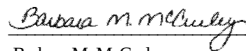
That by virtue thereof, I was duly authorized to
administer an oath;

That the witness was by me first duly sworn to
testify the truth, the whole truth, and nothing but the
truth concerning the matter in controversy aforesaid;

That the foregoing transcript of 84 pages is a true
and correct transcript of the testimony given in this
matter;

That I am not related to nor an employee of any of
the parties hereto, nor a relative or employee of any
attorney or counsel employed by the parties hereto, nor
interested in the outcome of this action.

WITNESS MY HAND AND SEAL this 22ND day of November,
2021.



Barbara M. McCurley
Notary Public for South Carolina
My Commission Expires: 07/02/2024



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April 3, 2019 03:02:53 PM

Fee: \$24.00

E-FILED IN GREENVILLE COUNTY, SC

Timothy J. Henney

DURABLE POWER OF ATTORNEY

OF

STANFORD W. GRIST

ChaceLaw Limited Company
12 East Stone Avenue
Greenville, South Carolina 29609

EXHIBIT

1

DURABLE POWER OF ATTORNEY
OF
STANFORD W. GRIST

ARTICLE I
INTRODUCTION

Introductory Provision{tc. "Introductory Provision" \1 2}. I, STANFORD W. GRIST, as principal ("Principal"), hereby appoint STACEY D. GRIST to serve as my agent ("Agent") and to exercise the powers and discretions set forth below.

Statement of Intent to Create Durable Power of Attorney under State Statute{tc. "Statement of Intent to Create Durable Power of Attorney under State Statute" \1 2}. By this instrument I intend to create a durable power of attorney under South Carolina law.

Agent Authorization{tc. "Agent Authorization" \1 2}. All persons named as Agents, or Alternate Agents herein who have succeeded to the office of Agent, are granted the powers and discretions described in the following provisions.

Revocation of Prior Powers of Attorney{tc. "Revocation of Prior Powers of Attorney" \1 2}. I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal and terminate all agency relationships created thereunder, including those of all successor Agents named therein, if any, except that powers granted by me on forms provided by financial institutions granting the right to write checks on, deposit funds to, and withdraw funds from accounts to which I am a signatory or granting access to a safe deposit box shall not be revoked, but shall continue in full force and effect.

Delegation of All Powers Lawful to Delegate{tc. "Delegation of All Powers Lawful to Delegate" \1 2}. I hereby delegate to my Agent, Agents, and Alternate Agents herein each and every power that I may lawfully delegate, subject only to those limitations specifically set forth in this instrument. It is my intent that this instrument shall be interpreted as a comprehensive full general power of attorney. The delineated powers hereinafter set forth are intended to explain and clarify the breadth of powers delegated. The delineated powers are not intended to, nor shall they, limit or restrict this grant of a full and comprehensive general power of attorney.

ARTICLE II
MODIFICATION OF AGENCY

(1) **Revocation, Amendment and Resignation**{tc. "Revocation, Amendment and Resignation" \1 2}. This instrument may be amended or revoked by me, at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me, and, in the case of an Agent's resignation, by delivery to the Alternate Agent.

(2) Alternate Agent{tc "Alternate Agent" \1 2}. Any party dealing with any person named as Alternate Agent hereunder may rely upon as conclusively correct an affidavit or certificate under penalties of perjury of such Alternate Agent that those persons named as prior Agents are no longer serving.

ARTICLE III ASSET POWERS

Introduction{tc "Introduction" \1 2}. My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to any and all of my property and interests in property, real, personal, intangible, and mixed, as follows:

(1) Power to Sell{tc "Power to Sell" \1 2}. My Agent is authorized to sell any and every kind of property that I may own now or hereafter acquire, real, personal, intangible, and/or mixed, on such terms and conditions and security as my Agent shall deem appropriate and to grant options with respect to sales thereof.

(2) Power to Buy{tc "Power to Buy" \1 2}. My Agent is authorized to buy every kind of property, real, personal, intangible, and/or mixed, on such terms and conditions as my Agent shall deem appropriate.

(3) Power to Invest{tc "Power to Invest" \1 2}. My Agent is authorized to invest and reinvest all or any part of my property in any property or interests, including undivided interests; in property, real, personal, intangible, and/or mixed, wherever located.

(4) Power to Manage Real Property{tc "Power to Manage Real Property" \1 2}. With respect to real property, including but not limited to any real property I may hereafter acquire or receive and my personal residence, my Agent is authorized to lease, sublease, release; to eject and remove tenants or other persons. My Agent is authorized to mortgage and/or convey by deed of trust or otherwise encumber any real property now or hereafter owned by me, whether acquired by me or for me by my Agent.

(5) Power to Deal with Environmental Matters{tc "Power to Deal with Environmental Matters" \1 2}. My Agent is authorized to inspect all real property owned either directly or indirectly by me and to deal with any environmental or health matters pertaining to such real property.

(6) Power to Manage Personal Property{tc "Power to Manage Personal Property" \1 2}. With respect to personal property, my Agent is authorized to buy, collect, receive, manage, lease, protect, insure, alter, improve, mortgage, pledge, sell, or transfer any such personal property, whether owned currently or hereinafter acquired by me.

(7) Power to Operate Businesses{tc "Power to Operate Businesses" \1 2}. My Agent is authorized to continue the operation of any business, including a ranch or farm, belonging to me or in which I have a substantial interest, for such time and in such manner as my Agent shall

(8) Power to Exercise Rights in Securities (to "Power to Exercise Rights in Securities" 112): My Agent is authorized to exercise all rights with respect to corporate securities which I now own or may hereafter acquire, including the right to sell, grant security interests in and to buy the same or different securities; to establish, utilize and terminate brokerage accounts, including margin accounts; to make such payments as my Agent deems necessary, appropriate, incidental or convenient to the owning and holding of such securities; to receive, retain, expend for my benefit, invest and reinvest or make such disposition of as my Agent shall deem appropriate all additional securities, cash or property, including the proceeds from the sales of my securities, to which I may be or become entitled by reason of my ownership of any securities. My Agent is authorized to vote at all meetings of security holders, regular or special. My Agent is authorized to lend money to any corporation in which I hold any shares and to guarantee or endorse loans made to such corporation by third parties.

(9) Power to Demand and Receive (to "Power to Demand and Receive" ¶ 2). My Agent is authorized to demand, arbitrate, settle, sue for, collect, receive, deposit, expend for my benefit, reinvest, or make such other appropriate disposition of as my Agent deems appropriate, all cash, rights to the payment of cash, property, real, personal, intangible, and/or mixed, debts, dues rights, accounts, legacies, bequests, devises, dividends, annuities, rights, and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved, including but not limited to benefits payable to or for my benefit by any governmental agency or body, such as Supplemental Social Security (SSI), Medicaid, Medicare, and Social Security Disability Insurance (SSDI) and for the purposes of receiving social security benefits, my Agent is herewith appointed as my "Representative Payee"; to utilize all lawful means and methods to recover such assets and/or rights, qualify me for such

benefits and claim such benefits on my behalf, and to compromise claims and grant discharges in regard to the matters described herein. The authority herein granted shall include but not be limited to converting my assets into assets that do not disqualify me from receiving such benefits or divesting me of such assets. In any divestment actions or asset conversions, I direct that my Agent, to the extent reasonably possible, avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent, whether or not such estate plan is embodied in a will, a trust, non-probate property, or otherwise. If it is necessary to disrupt such plan, then my Agent is directed to use my Agent's best efforts to restore such plan as and when the opportunity to do so is available to my Agent. If a transfer of cash by my Agent is made to a pecuniary legatee under my Will, my Agent shall insure that such transfer is deemed a satisfaction of such legacy, pro tanto.

(10) Power to Exercise Elective Share Rights (to "Power to Exercise Elective Share Rights" ¶ 2). My Agent is authorized to elect to take against any will and conveyances of my deceased spouse and/or any other person, if appropriate, and to retain any property which I have the right to elect to retain, as my Agent deems appropriate.

(11) Power with Respect to Employment Benefits (to "Power with Respect to Employment Benefits" ¶ 2). My Agent is authorized to create and contribute to an employee benefit plan for my benefit; to elect my retirement; to select any payment option; to make voluntary contributions; to make "roll-overs" of plan benefits into other retirement plans; to apply for and receive payments and benefits; to waive rights given to non-employee spouses under state or federal law; to borrow money and purchase assets from such plans; to make and change beneficiary designations; and to consent and/or waive consent in connection with the designation of beneficiaries.

(12) Power with Respect to Bank Accounts (to "Power with Respect to Bank Accounts" ¶ 2). My Agent is authorized to establish accounts of all kinds, including checking and savings, for me with financial institutions of any kind, including but not limited to banks and thrift institutions; to modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or with respect to which I am authorized signatory; to negotiate, endorse, or transfer any checks or other instruments with respect to any such accounts; and to contract for any services rendered by any bank or financial institution.

(13) Power with Respect to Safe-Deposit Boxes (to "Power with Respect to Safe-Deposit Boxes" ¶ 2). My Agent is authorized to contract with any institution for the maintenance of a safe-deposit box; to have access to all safe-deposit boxes in my name or with respect to which I am a signatory; to add to and remove from the contents of any such safe deposit box; and to terminate box leases. Specifically, my Agent is authorized to add and remove from the contents of any such safe deposit box, which includes the power to remove any original durable Power of Attorney of mine.

(14) Power with Respect to Legal and Other Actions (to "Power with Respect to Legal and Other Actions" ¶ 2). My Agent is authorized to institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss, and appeal from any and all legal, equitable, judicial, or administrative hearings, actions, suits, proceedings, attachments, arrests, or distresses involving me in any way.

(15) **Power to Access Documents and Records.** My agent is authorized to access, view and copy any and all documents and records held in my name or to which I am party, including financial records, employment records, academic records, and any other account or contractual records held in my name or to which I am a party.

(16) Power to Manage Membership Plans and Accounts (to "Power to Manage Membership Plans and Accounts" \12). My Agent is authorized to open, manage, use, transfer, gift, and close on my behalf membership plans and accounts.

(17) Power to Manage Club Memberships (to "Power to Manage Club Memberships")
 11 2). My Agent is authorized to continue or discontinue any memberships that I may have in
 clubs, associations, or organizations of any type.

(18) Power to Borrow Money (to "Power to Borrow Money" W-2). My Agent is authorized to borrow money from any lender for my account on such terms and conditions and security as my Agent shall deem appropriate; and to borrow money on any life insurance policies owned by me on my life.

(19) Power to Create, Fund, Amend, and Terminate Trusts (to "Power to Create, Fund, Amend, and Terminate Trusts" \ 2). My Agent is authorized to execute, amend, fund, withdraw, and terminate a revocable trust agreement with such trustee or trustees as my Agent shall select; which trust shall provide that all income and principal shall be paid to me, to some person for my benefit, or applied for my benefit in such amounts as I or my Agent shall request or as the trustee or trustees shall determine, and that on my death any remaining income and principal shall be paid to my personal representative.

(20) Power to Create and Fund Trusts to Qualify for Governmental Assistance{to "Power to Create and Fund Trusts to Qualify for Governmental Assistance" \12}. My Agent is authorized to create and execute one or more trusts to allow me to qualify for Medicaid and other governmental benefit. To the extent permissible by law, during my lifetime income and/or principal may be made available to me or for my benefit. At my death the trust shall distribute in accordance with state or federal laws with any remainder paid to my Personal Representative for inclusion in my estate.

(21) Power to Create Qualified Personal Residence Trusts (to "Power to Create Qualified Personal Residence Trusts" ¶ 2). My Agent is authorized to execute a Qualified Personal Residence Trust for my benefit and to transfer my residence to the Trust.

(22) Power to Fund Trusts Created by the Principal{te "Power to Fund Trusts Created by the Principal" \12). My Agent is authorized to transfer from time to time and at any time to the trustee or trustees of any revocable trust agreement created by me before or after the execution of this instrument any and all of my cash, real or personal property of all kinds, or interests in property.

(23) Power to Withdraw Funds from Trusts (to "Power to Withdraw Funds from Trusts" ¶ 2). My Agent is authorized to request, withdraw, and/or receive the income or corpus of any trust over which I may have a right of withdrawal and to exercise or let lapse any power of withdrawal.

(24) Power to Renounce and Resign from Fiduciary Positions (to "Power to Renounce and Resign from Fiduciary Positions" ¶ 2). My Agent is authorized to renounce any fiduciary position to which I have been or may be appointed or elected, and any office or position to which I have been or may be elected or appointed; to resign any such positions; to file an accounting with a court of competent jurisdiction or settle on an informal method as my Agent shall deem appropriate.

(25) Power to Disclaim, Renounce, Release, or Abandon Property Interests (to "Power to Disclaim, Renounce, Release, or Abandon Property Interests" ¶ 2). My Agent is authorized to renounce and disclaim any property or interest in property to which for any reason and by any means I may now own or hereafter become entitled, whether by gift, testate or intestate succession, including any interests in trusts; to release or abandon any rights or powers which I may now have or hereafter become entitled, including any powers over trusts (including the right to alter, amend, revoke or terminate), and to renounce my right to claim an elective share in any estate or under any Will. In exercising such discretion, my Agent shall consider any reduction in estate or inheritance taxes that may be due upon my death, and the effect of such renunciation or disclaimer upon persons interested in my estate and persons who would receive the renounced or disclaimed property; provided, however, that my Agent shall make no disclaimer that is expressly prohibited by other provisions of this instrument.

(26) Power with Respect to Insurance (to "Power with Respect to Insurance" ¶ 2). My Agent is authorized to purchase, maintain, surrender, collect, or cancel life insurance or annuities, hospital insurance, medical insurance, Medicare supplement insurance, custodial care insurance, long-term care insurance, and disability income insurance for me or any of my dependents, and casualty insurance on assets of mine against loss or damage; to pay all insurance premiums, to select any options under such policies, to increase coverage under any such policy, to borrow against any such policy, to pursue all insurance claims on my behalf, to adjust insurance losses, and the foregoing powers shall apply to private and public plans, including but not limited to Medicare, Medicaid, SSI and Worker's Compensation.

(27) Power with Respect to Taxes (to "Power with Respect to Taxes" ¶ 2). My Agent is authorized to represent me in all tax matters; to prepare, sign, and file federal, state, and/or local income, gift, and other tax returns of all kinds, and any power of attorney form appointing an agent required by the Internal Revenue Service and/or any state and/or local taxing authority.

(28) Power to Oversee Qualified State Tuition Plans (to "Power to Oversee Qualified State Tuition Plans" ¶ 2). My Agent is authorized to create, fund, modify, and terminate one or more qualified state tuition plans created under section 529 of the Internal Revenue Code.

(29) Power to Make Gifts (to "Power to Make Gifts" ¶ 2). My Agent is authorized to make gifts or other transfers without consideration either outright or in trust (including the

forgiveness of indebtedness and the completion of any charitable pledges I may have made) to such person or organization as my Agent shall select; to consent to the splitting of gifts under section 2513 of the Internal Revenue Code; to pay any gift tax that may arise by reason of such gift. Provided, however, that if this Power of Attorney shall permit an Agent to make gifts to a group of individuals, which includes the Agent, the amount of such gift to the Agent shall be limited to the greater of Five Thousand Dollars (\$5,000.00) or five percent (5%) of the aggregate value of the Principal's assets effected by this Power of Attorney as of the date of the gift.

(30) Power to Provide Support to Others (to "Power to Provide Support to Others" ¶ 2). My Agent is authorized to support and/or continue to support any person whom I have undertaken to support or to whom I may owe an obligation of support, in the same manner and in accordance with the same standard of living as I may have provided in the past; provided, however, that if at any time that my Agent shall act under this clause I am legally separated or divorced from my spouse, any support provided to such spouse by my Agent shall be limited to such support as may be required by law.

(31) Power to Make Loans (to "Power to Make Loans" ¶ 2). My Agent is authorized to lend, renew, or extend money and property at such interest rate, if any, and on such terms and conditions, and with such security, if any, as my Agent may deem appropriate.

ARTICLE IV CARE OF PERSON

Introduction (to "Introduction" ¶ 2). My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, with respect to the control and management of my person, as follows.

(1) Power to Provide for Principal's Support (to "Power to Provide for Principal's Support" ¶ 2). My Agent is authorized to do all acts necessary for maintaining my customary standard of living, to provide a place of residence by purchase, lease or other arrangement; or by payment of the operating costs of my existing place of residence, including interest, amortization payments, repairs and taxes, to provide normal domestic help for the operation of my household, to provide clothing, transportation, medicine, food and incidentals, and to make all necessary financial arrangements, contractual or otherwise, for me at any hospital, hospice, nursing home, convalescent home or similar establishment, determined to be appropriate by my agent under any Health Care Power of Attorney, and to assure that all of my essential needs are provided for at such a facility or in my own residence, as the case may be.

(2) Power to Provide for Recreation and Travel (to "Power to Provide for Recreation and Travel" ¶ 2). My Agent is authorized to provide opportunities for me to engage in recreational and sports activities, including travel, as my health permits.

(3) Power to Make Advance Funeral Arrangements (to "Power to Make Advance Funeral Arrangements" ¶ 2). My Agent is authorized to make advance arrangements for my

funeral and burial, including the purchase of a burial plot and marker, and such other related arrangements as my Agent shall deem appropriate, if I have not previously done so myself.

(4) **Power to Change Domicile**(to "Power to Change Domicile" ¶ 2). In my best interest and in consultation and conjunction with any agent under a Health Care Power of Attorney, my Agent is authorized to establish a new residency or domicile for me, from time to time and at any time, within or without the state, and within or without the United States, for such purposes as my Agent shall deem appropriate, including but not limited to any purpose for which this instrument was created.

(5) **Power to Obtain Protected Health Information and Medical Records**(to "Power to Obtain Protected Health Information and Medical Records" ¶ 2). For purposes of the Health Insurance Portability and Accountability Act of 1996 (a/k/a HIPAA), 42 U.S.C. § 1320d and regulations thereunder, I intend for my Agent to be treated as I would be with respect to my rights regarding the use and disclosure of my individually identifiable health information or other medical records, and accordingly I authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company and the Medical Information Bureau Inc. or other health care clearinghouse that has provided treatment or services to me or that has paid for or is seeking payment from me for such services, to release to my Agent, without restriction, all of my individually identifiable health information and medical records regarding my past, present or future medical condition or mental health condition. This authority given to my Agent shall supersede any prior agreement that I have made with any health care providers and has no expiration date but instead shall expire only in the event I revoke this authority in writing and deliver it to my health care provider.

ARTICLE V INCIDENTAL POWERS

In connection with the exercise of the powers herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate to such exercise or exercises.

(1) **Resort to Courts**(to "Resort to Courts" ¶ 2). My Agent is authorized to seek on my behalf and at my expense a declaratory judgment, mandatory injunction, or suit for damages from any court of competent jurisdiction.

(2) **Hire and Fire Any Personnel**(to "Hire and Fire Any Personnel" ¶ 2). My Agent is authorized to employ, compensate, and discharge such domestic, health care, and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants, and employees as my Agent deems appropriate.

(3) **Sign Documents and Incur Costs in Implementing the Agent's Instructions**(to "Sign Documents and Incur Costs in Implementing the Agent's Instructions" ¶ 2). My Agent is authorized to sign, execute, endorse, seal, acknowledge, deliver, and file or record instruments and documents appropriate to effectuate the powers delegated herein; to incur costs on my behalf

and to promptly pay such costs; and to expend my funds and to liquidate my property or to borrow money to produce such funds needed.

(4) Control of Electronic Media (to "Control of Electronic Media" ¶ 2). My Agent is authorized to take control of, read, write, reply, conduct, continue, or terminate any e-mail, accounts on any electronic media, websites, and domain and other registration names, including the power to obtain and use passwords and the power to deal with, sell, or terminate such accounts.

(5) Power to Do Miscellaneous Acts (to "Power to Do Miscellaneous Acts" ¶ 2). My Agent is authorized to open, read, respond to, and redirect my mail; to represent me before the U.S. Postal Service; to establish, cancel, continue, or initiate my membership in organizations and associations; to take and give or deny custody of all of my important documents; to execute documents on my behalf; and to house or provide for housing, support, and maintenance of any animals that I may own or to transfer such animals to some person or persons willing to care for them.

ARTICLE VI THIRD PARTY RELIANCE

Third Party Reliance (to "Third Party Reliance" ¶ 2). For the purpose of inducing all persons and entities, including but not limited to any physician, hospital, nursing home, health care provider, bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party to act in accordance with the instructions of my Agent as authorized in this instrument, I hereby represent, warrant, and agree that: i) If this instrument is revoked or amended for any reason, I and my estate will hold any person or entity harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment; ii) the powers conferred on my Agent may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this instrument may be accepted by persons as fully authorized by me; iii) no person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me; iv) no person who relies on any affidavit or certificate under penalties of perjury that this instrument specifically authorizes my Agent to execute and deliver to such person shall incur any liability to me; v) all persons from whom my Agent may request information regarding me are released from any legal liability whatsoever to me, my estate, or my personal representative for complying with my Agent's requests; and vi) I hereby authorize all physicians and psychiatrists who have treated me, and all other providers of health care, including hospitals, to release to my Agent all information or photocopies of any records which my Agent may request and I hereby waive all privileges which may be applicable to such information and records.

ARTICLE VII RESTRICTION ON POWERS

Restriction on Powers (to "Restriction on Powers" ¶ 2). Notwithstanding any provision herein to the contrary, my Agent shall: i) have no power or authority whatsoever with respect to any interest in or incidents of ownership in any policy of insurance I may own on the life of my Agent; ii) have no power or authority whatsoever with respect to (a) any irrevocable trust created

by my Agent as to which I am a trustee or a beneficiary, or (b) any asset given to me by my Agent; (iii) except as specifically authorized in this instrument, be prohibited from (a) appointing, assigning, or designating any of my assets, interests, or rights directly or indirectly to my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (b) exercising any powers of appointment I may hold in favor of my Agent, my Agent's estate, my Agent's creditors, or the creditors of my Agent's estate, (c) disclaiming assets to which I would otherwise be entitled if the effect of such disclaimer is to pass assets directly or indirectly to my Agent or his or her estate, or (d) using my assets to discharge any of my Agent's legal obligations, including any obligation of support which my Agent may owe to others, excluding those whom I am legally obligated to support; (iv) be prohibited from exercising any discretionary fiduciary powers that I now hold or may hereafter acquire; and (v) avoid disrupting the dispositive provisions of any estate plan of mine known to my Agent.

ARTICLE VIII DURABILITY PROVISION

Springing Power. This power of attorney shall become operative upon the disability or incapacity of the Principal.

(1) **Current Authorization for Agent to Obtain Health Care Information** (to "Current Authorization for Agent to Obtain Health Care Information" ¶ 2). Notwithstanding any other provision in this Durable Power of Attorney to the contrary and effective immediately, I do hereby authorize all health care providers, including, but not limited to, hospitals, nursing homes, treatment facilities, and other covered entities, and all physicians, nurses, therapists, and other persons who may have provided in the past, or are currently providing, the undersigned with any type of medical, mental, or other types of health care, to disclose to my Agent, as my HIPAA personal representative, and any other successor HIPAA personal representative all information, medical information, psychiatric records, psychiatric notes, and other "protected health information" for the purpose of determining my capacity as defined in this powers of attorney, making health care decisions on my behalf, or as may be required or permitted by state law. The HIPAA personal representative may also give this authorization to substitute individuals to so act in addition to such HIPAA personal representative. This authorization is intended to provide my health care providers with the authorization necessary to allow each of them to disclose such general medical information and protected health information regarding me to the above designated agents. The information disclosed by any such health care provider pursuant to this authorization is subject to further disclosure and use by such designated agents and may thereafter no longer be protected by such privacy rules. This authorization shall remain in effect until the earlier of its revocation by me or my death.

ARTICLE IX ADMINISTRATIVE PROVISIONS

Introduction (to "Introduction" ¶ 2). The following provisions shall apply:

(1) **Reimbursement of Expenses but No Compensation for Agent** (to "Reimbursement of Expenses but No Compensation for Agent" ¶ 2). My Agent shall not be

(9) Agent Authorized to Sign Power of Attorney Forms (to "Agent Authorized to Sign Power of Attorney Forms" ¶ 2). In carrying out the authorizations set forth in this instrument, if in the sole opinion of my Agent it is necessary or convenient for my Agent to sign my name, as Principal, on forms of powers of attorney (the "Forms") required by governmental agencies, corporations or other entities in transactions with me, my Agent is authorized to execute such Forms, and to appoint an agent or other person on the Forms to represent me.

(10) Agent Authorized to Employ Principal's Attorney (to "Agent Authorized to Employ Principal's Attorney" ¶ 2). The Principal requests and authorizes the Agent to employ the attorney who prepared this power of attorney or other attorneys employed by the Principal in connection with the Principal's estate plan and business matters and hereby (a) waives any and all conflicts of interest that might arise through such employment, (b) authorizes all such attorneys to make full disclosure of the Principal's estate plan and business to the Agent and (c) authorizes such attorneys to accept such employment;

(11) Governing Law (to "Governing Law" ¶ 2). This instrument shall be governed by the laws of the State of South Carolina in all respects.

(12) Revocation and Amendment (to "Revocation and Amendment" ¶ 2). This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment delivered to my Agent and to all Alternate Agents;

(13) Counterpart Originals (to "Counterpart Originals" ¶ 2). If this instrument has been executed in multiple counterpart originals, each such counterpart original shall have equal force and effect.

(14) Photocopies (to "Photocopies" ¶ 2). My Agent is authorized to make photocopies of this instrument as frequently and in such quantity as my Agent shall deem appropriate. Each photocopy shall have the same force and effect as any original.

(15) Binding Effect (to "Binding Effect" ¶ 2). This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my Personal Representative.

ARTICLE X DECLARATION OF PRINCIPAL

Introduction (to "Introduction" ¶ 2). As Principal, I make the following declarations relevant to my execution of this Durable Power of Attorney:

(1) Employment and Assistance of Attorney (to "Employment and Assistance of Attorney" ¶ 2). I have employed my attorney to prepare this instrument according to my desires and intention expressed to my attorney.

(2) Principal's Review and Acceptance of Durable Power of Attorney (to "Principal's Review and Acceptance of Durable Power of Attorney" ¶ 2). The provisions that

my attorney at law has included in this instrument, including but not limited to those referred to in this article, were discussed with me by my attorney and I have expressly approved the inclusion of such provisions in this instrument. Unless requested by my family or a court, my Agent shall not be required to, but may, prepare, distribute, and, if appropriate, file with an appropriate court an annual accounting.

(3) **Direction to Attorney about Exculpatory Clauses** (to "Direction to Attorney about Exculpatory Clauses" ¶ 2). In order to induce my Agent to serve as my agent under this instrument, I have directed my attorney to include in this instrument a provision exculpating my Agent from liability in certain instances.

(4) **Legal Advice about Durable Power of Attorney Generally** (to "Legal Advice about Durable Power of Attorney Generally" ¶ 2). My attorney has explained to me the purposes of this instrument and in general, both the applicable law and the consequences of signing it or not signing it. After being so advised, I have executed this instrument.

(5) **Acceptance of Risk** (to "Acceptance of Risk" ¶ 2). I have carefully considered the risks involved in executing this Durable Power of Attorney, and the alternatives to a Durable Power of Attorney, as explained to me by my attorney. I have determined that accepting such risks offers benefits to me that I desire, and I therefore accept such risks.

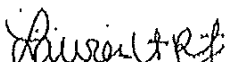
IN WITNESS WHEREOF, I have executed this Power of Attorney this the 19th day of February, 2019, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.


STANFORD W. GRIST, PRINCIPAL

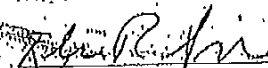
FILED 2022 MAR 08 02 PM 01 IN GREENVILLE COMMONS PLASAS-CASER#2202P080000316

ATTESTATION

The foregoing Durable Power of Attorney was this the 19th day of February, 2019, signed, sealed, published and declared by the said Principal as and for the Principal's Durable Power of Attorney in our presence, and at the Principal's request and in the Principal's presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the above date.



Lauren A. Rentz



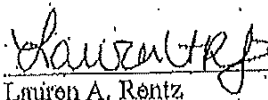
Elaine Avila

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

)
) PROBATE
)

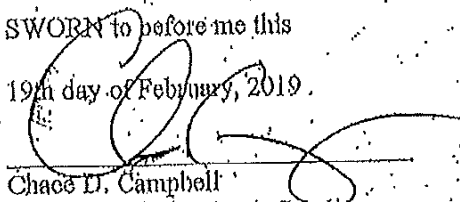
PERSONALLY appeared the undersigned witness and made oath that she saw the within named Principal duly authorized, sign, seal and as the Principal's act and deed deliver the within Durable Power of Attorney and that deponent with the other witness whose name is subscribed above witnessed the execution thereof.



Lauren A. Rentz

SWORN to before me this

19th day of February, 2019.


Chace D. Campbell

Notary Public for South Carolina

My Commission Expires: August 12, 2025

STATE OF SOUTH CAROLINA

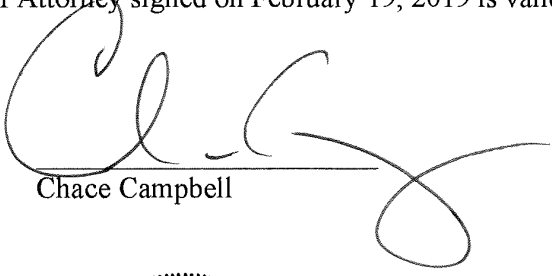
COUNTY OF GREENVILLE

Affidavit of Chace Campbell

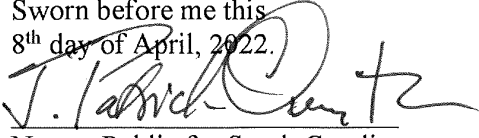
Personally appeared before me, Chace Campbell, who being first duly sworn, states as follows:

1. I am Chace Campbell, an attorney licensed to practice law in the State of South Carolina. I represented Dr. Stan Grist in 2019.
2. I have been requested to give an affidavit regarding my opinion of whether Dr. Grist had capacity to execute a Durable Power of Attorney in February of 2019. He did.
3. Dr. Grist signed a revocation of a then-existing power of attorney on February 19, 2019. He also signed a new power of attorney on the same day, February 19, 2019.
4. On that day, when Dr. Grist signed those documents there was no question in my mind that he had capacity to sign those documents. Furthermore, he was clear that he wanted to revoke the prior power of attorney. He was also clear that he wanted to sign a new power of attorney.
5. Knowing that litigation regarding the revocation of the power of attorney might arise, I had Dr. Grist see Dr. Patrick Mullen for an evaluation. He produced a letter from Dr. Mullen which stated generally that in Dr. Mullen's opinion, Dr. Grist had capacity.
6. On February 19, 2019, I spent an hour with Dr. Grist while he signed the documents. We talked extensively that day, in addition to signing the documents. At no time in that conversation did I have a question as to Dr. Grist's capacity.
7. I represented Dr. Grist on several items through-out the rest of 2019. I had several meetings with him throughout the year. He always had capacity in my opinion. At one point in April of 2019, he and I spent a couple hours walking and driving his property talking about a case. I point this out because he and I talked about in-depth items on that date, and I had no questions about his capacity.
8. In short, I believe that his Power of Attorney signed on February 19, 2019 is valid.

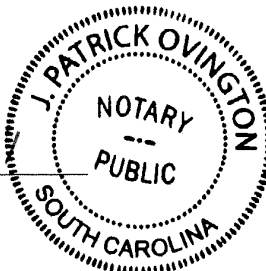
Further affiant sayeth not.


Chace Campbell

Sworn before me this
8th day of April, 2022.


Notary Public for South Carolina

My commission expires: 7/12/2031



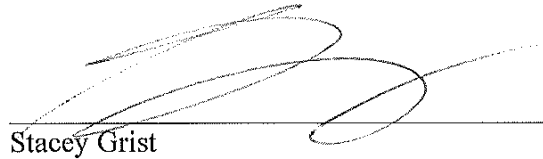
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist.	)	C.A. No.: 2022-CP-23-
	)	
Plaintiffs,	)	
	)	
v.	)	AFFIDAVIT
	)	
Priscilla Mickie Grist and Caroline York	)	
Grist Lyon,	)	
	)	
Defendants.	)	
	)	

PERSONALLY, appeared before me Stacey Grist, who, after being duly sworn and subject to perjury, deposes and states the following:

1. My name is Stacey Grist. I am older than eighteen (18) years of age and am otherwise competent to make this Affidavit. The statements in this Affidavit are based on my own, personal knowledge.
2. On February 19, 2019, my father Stanford W. Grist ("Dr. Grist"), revoked his power of attorney dated July 11, 2013, and executed a new Durable Power of Attorney. (Exhibit A).
3. The attorney who drafted the Durable Power of Attorney signed two affidavits stating that Dr. Grist was competent when he executed the Durable Power of Attorney. (Exhibit B).
4. Subsequently, Priscilla Mickie Grist filed for a guardianship over Dr. Grist on July 13, 2020.
5. Caroline York Grist Lyon filed for a conservatorship over Dr. Grist on September 10, 2020.
6. A temporary guardianship was ordered against Dr. Grist. Comfort Keepers was appointed as the home health care aid for Dr. Grist.

7. My father informed me that he was sexually and physically abused by Comfort Keepers. Additionally, my father was over prescribed medicine by Comfort Keepers.
8. Over my objection, Comfort Keepers was allowed to continue to stay in my father's home and take care of him.
9. I subpoenaed Comfort Keepers records and found that on May 27, 2021, Comfort Keepers conducted an internal investigation. An employee of Comfort Keepers admitted to committing sexual acts against my father. (Exhibit C).
10. No one reported this information to me.
11. Since the filing of this action, Priscilla Mickie Grist has moved for a temporary guardianship twice in two years.
12. The temporary guardianship is contrary to my father's estate documents and his wishes.
13. The Honorable Charles B. Simmons, Jr. declared Dr. Grist's Power of Attorney to be valid and enforceable on August 16, 2022. (Exhibit D).
14. Upon information and belief, a Comfort Keepers employee gave my father COVID. He was hospitalized almost four weeks ago and is still unwell.
15. Priscilla Mickie Grist is now moving for a third temporary guardianship. I am fearful that if this Court does not act, my father will be in immediate danger as the people who have been appointed have not acted in the best interest of my father.

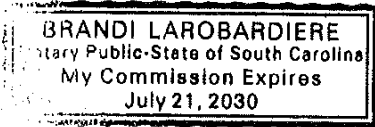
FURTHER AFFIANT SAYETH NOT.


Stacey Grist

SWORN to and subscribed before me
This 18 day of August, 2022.



Notary Public for South Carolina
My commission expires: 7-21-2030



STATE OF SOUTH CAROLINA)
)
) AFFIDAVIT OF JAMES STONE CRAVEN, ESQ
COUNTY OF GREENVILLE)

PERSONALLY APPEARED BEFORE ME, JAMES STONE CRAVEN, ESQ, WHO UPON OATH DULY DEPOSES AND STATES AS FOLLOW:

To whom it may concern. My name is James Stone Craven, Esq. I am an active member of the S.C. Bar. My Bar number is 69847. I was admitted to practice law in 2001. Dr. Grist became my client in 2003.

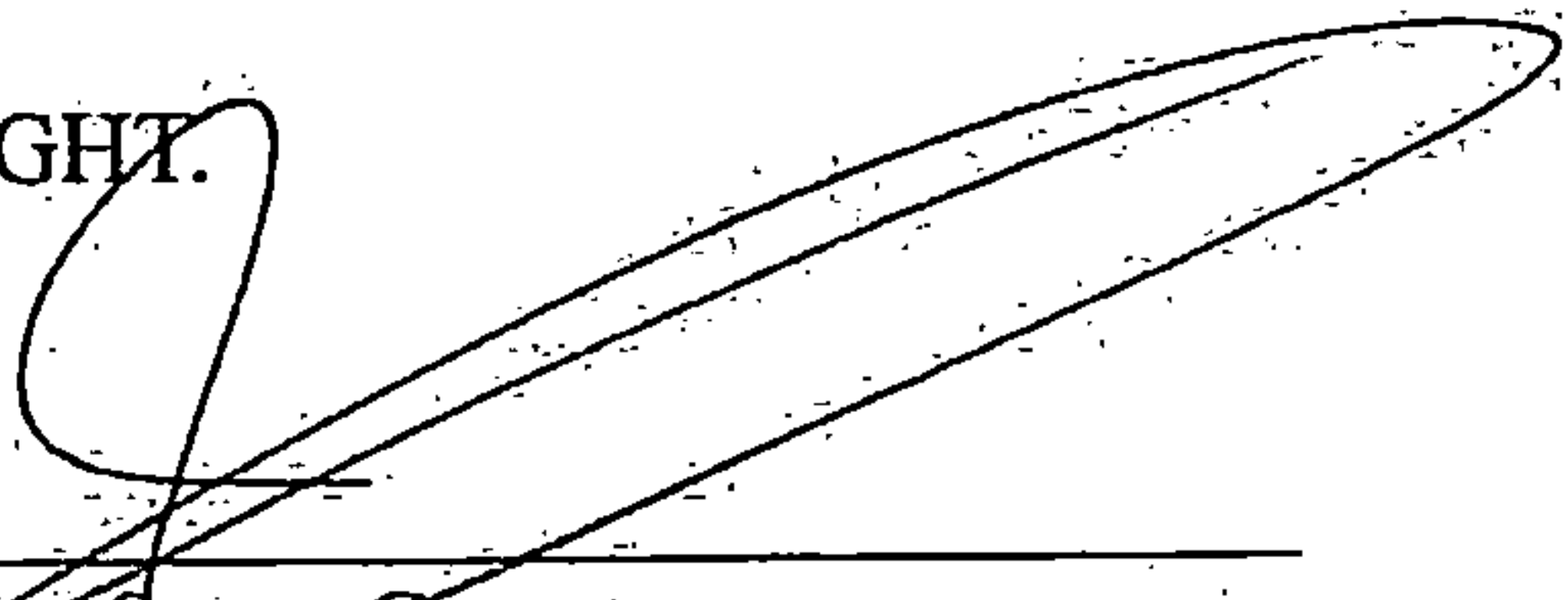
I have had numerous occasions to interact with Dr. Grist as both my client and Veterinarian. I have had the pleasure of handling numerous legal issues for Dr. Grist from Trade Mark registrations and infringement actions, to estate planning and a road closure action still currently pending.

I met with Dr. Grist on January 15, 2020; May 12, 2020 and June 25, 2020 regarding his trust and Power of Attorney. I made amendments and changes to both at his request and direction. During our meetings Dr. Grist was alert, fully oriented, coherent and appropriate in conversation.

I also was in receipt of a Mental Status Evaluation and Competency Evaluation from his Doctor, Patrick B. Mullen M.D. P.A., that affirmed my observation that he was competent and desired to make the changes requested.

Should you need any further information from me, please let me know and I will do my best to help within the constraints of my attorney-client privilege with Dr. Grist.

FURTHER DEPONENT SAYETH NAUGHT.


James Stone Craven

Sworn to before me this 29th day
of March 2022



Notary Public
State of SC

My commission expires: 01/27/2031

SIMONE R. HOLLOWAY
Notary Public, State of South Carolina
My Commission Expires 01/27/2031

Ent: tsajous 06/29/2020 06:01:06

GREENVILLE COUNTY SHERIFF'S OFFICE

Exhibit F

EC5 06/26/2020-13:23:24

Incident Report

Agency I.D.
SC0230000

RTA

13BC,

Case Number

20000105536

Adult/Juv

EVENT	INCIDENT TYPE				OFFENSE COMPLETED	FORCED ENTRY	PREMISE TYPE				UNITS ENTERED	TYPE VICTIM ☒ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Religious Org. ☐ Soc / Public ☐ Other ☐ Unknown ☐ Police Officer			
	M092 - Assault & Battery				N	N	20 - Residence/Home				0				
Incident Location (Subdivision, Mill Village, Apartment & Number, Street Name & Number)				Closest Intersection				Zip Code							
900 OLD HWY 25 TRAVELERS REST SC				Wood Hayes Rd				29690							
Incident Date		Time		To	Date	Time		Weapon Type		Time Arrived		Time Completed		Patrol District	
06/23/2020		19:30			06/23/2020	20:00		40		16:55		16:56		01C	
Complainants Name (Last, first, Middle)				Resident	Race	Sex	Age	Primary Phone		Business Phone		Mobile Phone			
Grist, Marilyn				J	W	F	70								
Address				City		State		Zip Code		Patrol District					
				Travelers Rest		SC		29690		10					
VICTIM	Victim's Name (Last, first, Middle)				Victim Relationship To Subject		Resident	Ethnicity	Race	Sex	Age	Primary Phone		Business Phone	Mobile Phone
	Grist, Marilyn				AQ		J	N	W	F	70				
	Address				City		State		Zip Code		Patrol District				
					Travelers Rest		South Carolina		29690		10				
Visible Injury (Vict 1) ☐ Yes ☒ No Explain: Complaint of any Non-Visible Injuries ☐ Yes ☒ No															
Victim (No.1) Using Alcohol ☐ Yes ☒ No ☐ Unk Drugs ☐ Yes ☒ No ☐ Unk Type:															
Two-Man Veh ☐ One Man Veh ☐ Detective/SPLASMT ☐ Other ☐ ALONE ☐ ASSISTED ☐ Jurisdiction: -															
SUBJECT	☒ Suspect	Subject's Name (Last, first, Middle)				Ethnicity	Race	Sex	Age	Date of Birth	Height	Weight	Hair	Eyes	
	☐ Runaway	Barron, William				N	W	M	50 to 60		506 to 508	160 to 175			
	☐ Wanted	Address				SSN									
	☐ Warrant	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.				City		State		Zip Code		Patrol District			
	☐ Arrest	GLASSES: Yes, BUILD: Heavy				Unknown									
	☐ Missing	Subject (No.1) Using Alcohol ☐ Yes ☒ No ☐ Unk				Arrested Near Offense Scene		Date/Time of Offense		Date of Arrest					
	Drugs ☐ Yes ☒ No ☐ Unk Type:				Total Arrested 0										
	Arrestee Armed ☐ Yes ☐ No Weapon Type				Arrested on Current Offense		Cleared By Arrest on Prior Offense								
	Juvenile Disposition ☐ Handled Released ☐ Referred To Other Authority				On View Arrest		Summoned		Custody						
	Charge				Warrant Number				Ticket Number						
Arrest Location				Gang Affiliation: GR - Gang Related											
NARRATIVE	The comp/vic, Marilyn Grist, called the front desk to report this incident.														
	Jurisdiction of Theft :				Jurisdiction of Recovery :										
VEHICLE	☐ Towed	Tag Number		State	Year	V.I.N.				Value					
	☐ Stolen	Year	Make		Model		Style				Color				
	☐ Recovered														
	☐ Suspect														
☐ Victim	Tag Only ☐	Additional Vehicle description													
PROPERTY	Status	Property Type		Quantity	Property Make		Color	Description				Serial # / OAN		Value	
ADMIN	Subject Identified		Subject Located		☐ Active ☐ Admin Closed		☐ Arrested Under 18		☒ Ex-Cleared Under 18						
	☒ Yes ☐ No		☐ Yes ☒ No		☐ Unfounded		☐ Arrested 18 and Over		☐ Ex-Cleared 18 and Over						
	Reason For Exceptional Clearance ☐ Offender Death ☒ No Prosecution ☐ Victim Declines Cooperation ☐ Extradition Denied ☐ Juvenile No Arrest														
	Reporting Officer(s)		Date	Unit#/Star#	Approving Officer		Date	Unit#/Star#							
WILLIAMS, MATTHEW		06/25/2020	E59 / 01886	MANN, WILLIAM		06/25/2020	E02 / 00479								
Michael Thompson		06/25/2020	E33 / 01833	Follow Up Investigation ☐ Yes ☒ No (Officer)											

Agency I.D.
SC0230000

EC5 06/26/2020-13:23:24

GREENVILLE COUNTY SHERIFF'S OFFICE

Supplemental Report

Ent: tsajous 06/29/2020 06:01:06

Case Number

20000105536

☐ Original Report	☐ Status Change	☐ Additional Victims	☐ Additional Stolen Property	Incident Type <u>M092 - Assault & Battery</u>	
☒ Supplemental Report	☐ Other Report	☐ Additional Defendants	☐ Additional Recovered Property	Patrol District <u>01C</u>	Page <u>1</u> of <u>3</u> Pages
I. D. OVERFLOW	☐ Complainant		Subject's Name (Last, first, Middle)		Victim Relationship To Subject
	☐ Victim		Address		City
	☐ Subject		State		Zip Code
	☐ Runaway		Patrol District		Day Phone
	☐ Wanted		Evening Phone		
NARRATIVE	☐ Arrest		Height		Weight
	☐ Missing		Hair		Eyes
	☐ Jail		Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.		
	☐ Other		☐ Victim No. <u> </u>		Visible Injury ☐ Yes ☐ No
			Complaint of any Non-Visible Injuries ☐ Yes ☐ No		Victim Using Alcohol ☐ No ☐ Yes ☐ Unk
			Explain:		Drugs ☐ No ☐ Yes Type:
			Subject No. <u> </u>		Using Alcohol ☐ No ☐ Yes ☐ Unk
			Using Drugs ☐ No ☐ Yes ☐ Unk		Type:
			☐ Arrested on Current Offense		
			☐ Cleared By Arrest on Prior Offense		
Arrestee Armed ☐ Yes ☐ No Weapon Type <u> </u> ☐ On View Arrest ☐ Summoned ☐ Custody					
Juvenile Disposition ☐ Handled Released ☐ Referred To Other Authority					
Arrest Location					
Overflow: Show of Force: NO Terrorist Affiliation: Not Terrorist related Hate Group Affiliation: Not Hate Group related Latitude: 35.122839 Longitude: -82.435157 ----- Grist, Marilyn: Victim 1, Complainant 1 SSN: <u> </u> DL STATE/NUMBER: SC/<u> </u> DOB: <u> </u> ----- Barron, William: Subject 1 Subject Types: Suspect DL STATE/NUMBER: <u> </u> Narrative: comp/vic daughter: priscilla Mickie Grist <u> </u> Unknown apartment number at: <u> </u> Greenville, SC 29609 The comp/vic, Marilyn Grist, called the front desk to report being assaulted by the suspect, Reverend William Barron, Pastor at North Greenville Church <u> </u>. Ms Grist stated she received a call from her Ex Husband, Stanford Grist, who lives at the incident location. He told her he was having trouble getting into his house. A new lock had just been installed on his front door. Ms Grist stated she and her Ex husband have a very good relationship as friends. When Ms Grist arrived, Mr Grist was there as was the suspect, Barron. Ms Grist asked Barron why he was there. He replied he was there to get Mr Grist to sign some papers he was holding under his arm. Ms Grist then tried to get into the house but the key wasn't working					
PROPERTY	Status	Property Type	Quantity	Property Make	Color
	Description	Serial # / OAN	Value		
ADMIN	Subject Identified		Subject Located		☐ Active ☐ Admin Closed
	☒ Yes ☐ No		☐ Yes ☒ No		☐ Unfounded
	Reason For Exceptional Clearance		☐ Offender Death ☒ No Prosecution		☐ Victim Declines Cooperation
	Reporting Officer(s)		Date	Unit#/Star#	Approving Officer
	WILLIAMS, MATTHEW		06/25/2020	E59 / 01886	MANN, WILLIAM
Michael Thompson		06/25/2020	E33 / 01833	Follow Up Investigation ☐ Yes ☒ No (Officer)	

2024 OCT 18 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP12304055

☐ Original Report	☐ Status Change	☐ Additional Victims	☐ Additional Stolen Property	Incident Type <u>M092 - Assault & Battery</u>																																																																		
☒ Supplemental Report	☐ Other Report	☐ Additional Defendants	☐ Additional Recovered Property	Patrol District <u>01C</u>	Page <u>2</u> of <u>3</u> Pages																																																																	
I.D. OVERFLOW	☐ Complainant	Subject's Name (Last, first, Middle)		Victim Relationship To Subject		Ethnicity	Resident	Race	Sex	Age	Date of Birth																																																											
	☐ Victim	Address		City	State	Zip Code	Patrol District	Day Phone	Evening Phone																																																													
	☐ Subject	Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.																																																																
	☐ Runaway	☐ Victim No. <u> </u>		☐ Visible Injury ☐ Yes ☐ No		☐ Complaint of any Non-Visible Injuries ☐ Yes ☐ No		Victim Using Alcohol ☐ No ☐ Yes ☐ Unk		Two-Man Veh ☐ One Man Veh ☐ ALONE ☐																																																												
	☐ Wanted	Explain:				Drugs ☐ No ☐ Yes Type:		Detective ☐ Other ☐ ASSISTANT																																																														
	☐ Arrest	Subject No. <u> </u>		Using Alcohol ☐ No ☐ Yes ☐ Unk				☐ Arrested on Current Offense																																																														
☐ Missing			Using Drugs ☐ No ☐ Yes ☐ Unk		Type:		☐ Cleared By Arrest on Prior Offense																																																															
☐ Jail	Arrestee Armed ☐ Yes ☐ No				Weapon Type		☐ On View Arrest ☐ Summoned ☐ Custody																																																															
☐ Other	Juvenile Disposition ☐ Handled Released ☐ Referred To Other Authority																																																																					
Arrest Location																																																																						
NARRATIVE	so she suggested to Mr Grist he go with her to her house until they can get a lock smith to work on the lock.																																																																					
	Barron then got agitated and said Mr Grist needed to go with him to a Doctor's appointment. Due to her relationship with Mr Grist, she knew he didn't have any scheduled appointments and asked Barron why this wasn't pre planned. Mr Grist also said he wasn't aware of any appointment and expressed his intentions to go with Ms Grist to her home.																																																																					
	Ms Grist attempted to take the papers Barron initially said was for Mr Grist to sign. He wouldn't let her look at them and stated they were church papers. She asked him why he initially said they were for Mr Grist to sign. He ignored her question.																																																																					
	Barron then grabbed Mr Grist by the elbow to guide him towards his car. Ms Grist interceded to stop Barron. He grabbed her right arm forcefully and shouted in her face, "You hate God!!!. Ms Grist told Barron to get his hands off her and not to ever touch her again. She stated she was not injured as a result of being grabbed by Barron.																																																																					
	At this time, Ms Grist's daughter drove up with an unknown large framed white male. They got out of their car. Her daughter, Priscilla Mickie Grist told her Mr Grist needed to go with her and Barron. Mr and Ms Grist both stated he was not going with them and he was going to Ms Grist's house. Priscilla Grist and Barron kept insisting Mr Grist go with them, but Mr Grist continued to refuse. Mr and Ms Grist then left and went to Ms Grist's residence.																																																																					
	Ms Grist stated Mr Grist is very well off financially and their daughter is in debt with collections attempting to contact their daughter because she is in default on a \$50,000 loan.																																																																					
PROPERTY	Ms Grist fears her daughter is attempting some kind of unlawful attempt to get money from Mr Grist or to do him harm. She does not want to prosecute Barron for assault. She will assist Mr Grist with obtaining restraining orders against their daughter and Barron as they fear their daughter has unlawful ulterior motives.																																																																					
	I advised Ms Grist Mr Grist can put their daughter and Barron on trespass notice and talked her through the process of going to GCSO.org and going to the Trespass link for directions and the form.																																																																					
ADMIN	<table border="1"><thead><tr><th>Status</th><th>Property Type</th><th>Quantity</th><th>Property Make</th><th>Color</th><th>Description</th><th>Serial # / OAN</th><th>Value</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></tbody></table>											Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value																																																			
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Agency I.D.
SC0230000

GREENVILLE COUNTY SHERIFF'S OFFICE

Case Number

EC5 06/26/2020-13:23:24

Supplemental Report

Ent: tsajous 06/29/2020 06:01:06

20000105536

☐ Original Report	☐ Status Change	☐ Additional Victims	☐ Additional Stolen Property	Incident Type <u>M092 - Assault & Battery</u>								
☒ Supplemental Report	☐ Other Report	☐ Additional Defendants	☐ Additional Recovered Property	Patrol District <u>01C</u>	Page <u>3</u> of <u>3</u> Pages							
I. D. OVERFLOW	☐ Complainant		Subject's Name (Last, first, Middle)		Victim Relationship To Subject		Ethnicity	Resident	Race	Sex	Age	Date of Birth
	☐ Victim		Address		City	State	Zip Code	Patrol District	Day Phone	Evening Phone		
	☐ Subject		Height	Weight	Hair	Eyes	Facial Hair, Scars, Tattoos, Glasses, Clothing, Physical, Peculiarities, Etc.					
	☐ Runaway		☐ Victim No. <u> </u>		☐ Visible Injury ☐ Yes ☐ No		☐ Complaint of any Non-Visible Injuries ☐ Yes ☐ No		Victim Using Alcohol ☐ No ☐ Yes ☐ Unk		Two-Man Veh ☐ One Man Veh ☐ ALONE ☐	
	☐ Arrest		Explain:				Drugs ☐ No ☐ Yes Type:		Detective ☐ Other ☐ ASSISTANT ☐			
	☐ Missing		Subject No. <u> </u>		Using Alcohol ☐ No ☐ Yes ☐ Unk				☐ Arrested on Current Offense			
☐ Jail			Using Drugs ☐ No ☐ Yes ☐ Unk		Type:				☐ Cleared By Arrest on Prior Offense			
☐ Other	Arrestee Armed ☐ Yes ☐ No		Weapon Type				☐ On View Arrest		☐ Summoned		☐ Custody	
Juvenile Disposition ☐ Handled Released ☐ Referred To Other Authority												
Arrest Location												
NARRATIVE	I also gave her a case number and submitted a victim Form.											
PROPERTY	Status	Property Type	Quantity	Property Make	Color	Description	Serial # / OAN	Value				
ADMIN	Subject Identified		Subject Located		☐ Active ☐ Admin Closed		☐ Arrested Under 18		☒ Ex-Cleared Under 18			
	☒ Yes ☐ No		☐ Yes ☒ No		☐ Unfounded		☐ Arrested 18 and Over		☐ Ex-Cleared 18 and Over			
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	Michael Thompson		06/25/2020	E33 / 01833	Follow Up Investigation ☐ Yes ☒ No (Officer)			/				

ELECTRONICALLY FILED 2024 OCT 18 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

Date: 6/25/2020
 Patrol Area: 10
 Deputy: M Williams
1886

Case #: 20-105536
 Incident Type: A+B
 Suspect(s): William Barron

**GREENVILLE COUNTY SHERIFF'S OFFICE
 VICTIM/WITNESS ASSISTANCE PROGRAM**

VICTIM'S NAME: Marilin Grist

MAILING ADDRESS: Travelers Rest SC 29690

PHONE: (H):

(W):

Alternate/Emergency Contact Information (Next of Kin)

Name: Relationship:

Phone #'s (Home) (Work) (Mobile) (Pager)

* I WISH TO BE PRESENT AT THE BOND HEARING: YES NO ☒
 * I WISH TO BE INFORMED OF ALL PROCEEDINGS: YES NO ☒

Front Desk
 (Victim's Signature)

RIGHTS OF CRIME VICTIMS

*To be treated with fairness, respect and dignity throughout the criminal and juvenile justice process. Victims have a right to be informed of their constitutional rights. * To be reasonably informed when the accused or convicted person is arrested, released, or has escaped. *To be informed of all criminal proceedings, and to be present at those proceedings, when the accused also has the right to be present, for the disposal of charges. *To submit a written or oral statement at all hearings affecting bond or bail of the accused. * To be heard at any proceeding involving a post-arrest decision, a plea, or sentencing. * To be reasonably protected from the accused or persons acting on his/her behalf throughout the criminal justice process. *The right to confer with the prosecution after the accused has been charged, or before the trial, or before the disposition of the charges. The victim must be informed of the disposition. * After the conclusion of the criminal investigation, the victim has the right to reasonable access to all documents relating to the crime committed against them before trial. *To receive prompt and full restitution from the convicted person or persons. *To be informed of any proceeding for any post-conviction action or hearing and to be present at any hearing. *To a reasonable disposition and a prompt and final conclusion of their case.

RESPONSIBILITIES OF CRIME VICTIMS

In order to exercise his/her rights and/or receive services, a victim shall provide, as appropriate, his/her:
 ♦ legal name ♦ current mailing address ♦ telephone number

To: LAW ENFORCEMENT, THE PROSECUTING AGENCY, THE SUMMARY COURT JUDGE, THE DEPARTMENT OF JUVENILE JUSTICE, AND/OR THE ATTORNEY GENERAL

The victim must inform the appropriate agency of his/her desire to participate in the criminal justice process

TO RECEIVE VICTIM SERVICES, OR INFORMATION ON VICTIM COMPENSATION, CONTACT:

Greenville County Sheriff's Office
 Victim Services Unit
 (864) 467-5388 or
 (864) 467-4607 or
 (864) 467-4609 (Español)
 Monday - Friday, 8:00 a.m. - 4:30 p.m.

WHITE-RECORDS

YELLOW-VICTIM

GREEN-WARRANT

BLUE-DETENTION

PINK-ESPAÑOL

Jennifer Browning

From: Jennifer Browning
Sent: Monday, July 12, 2021 6:32 PM
To: 'Tracy Parsons'; 'Adam Lee'; 'Mike Bridges'
Subject: RE: Grist

Thank you for the information Tracy



Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager jenniferbrowning@browninggeriatric.com

Browning Geriatric Consulting, LLC
 311 Mills Avenue
 Greenville, SC 29605
 Office: 864-233-5260 Ext: 201
 Fax: 864-240-9256

To learn more about our services, please visit:
<http://www.browninggeriatric.com>

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☒ Please consider the environment before printing this email.

-----Original Message-----

From: Tracy Parsons <tracy-parsons@att.net>
Sent: Friday, July 09, 2021 10:20 AM
To: Adam Lee <ALee@dobsonlaw.com>; Mike Bridges <MikeB@Dobsonlaw.com>; Jennifer Browning <jenniferbrowning@browninggeriatric.com>
Subject: Grist

Adam, Mike and Jennifer

I followed up with the Police regarding the video and Kerri. I spoke with a deputy Wilson and he doesn't believe this is a criminal matter. I didn't give him Dr Grist's name but I told him he was well known around Greenville and there was an ongoing probate matter. I explained he suffered from dementia. Deputy Wilson said Dr Grist would be considered a consenting adult because he knew his name and where he was and the date (general). I again explained he had been found to be an incapacitated adult and he still believed Dr Grist would be a consenting adult.

Deputy Wilson said that's the threshold used to determine if someone needs emergency protective custody.

Just wanted you all to know the follow up.

Tracy

Sent from my iPhone

Jennifer Browning

From: Jennifer Browning <jenniferbrowning@browninggeriatric.com>
Sent: Wednesday, May 26, 2021 12:10 PM
To: 'tracy-parsons@att.net'; 'alee@dobsonlaw.com'; 'Tyler Mcleod'; 'Mike Bridges'; 'H. Hall
 Provence'; 'Matthew J. Myers'
Subject: RE: Grist

Thank you for the information



Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

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 Please consider the environment before printing this email.

From: tracy-parsons@att.net <tracy-parsons@att.net>
Sent: Wednesday, May 26, 2021 11:47 AM
To: alee@dobsonlaw.com; 'Tyler Mcleod' <tmcleod@bmemhlaw.com>; 'Mike Bridges' <mikeb@dobsonlaw.com>; 'H. Hall Provence' <hprovence@alrlaw.net>; 'Matthew J. Myers' <mjm@swblaw.com>
Cc: 'Jennifer Browning' <jenniferbrowning@browninggeriatric.com>
Subject: Grist

Dear all:

A brief update on Dr. Grist:

I received a call from Comfort Keepers agency yesterday (May 25, 2021) around 11:00am about some behaviors Dr. Grist had the night before. Kerri, was the caregiver and she reported he was more confused the previous night. He went to sleep and just wanted the office to be aware.

Around 1:30pm, Stacey Grist called me after she had lunch with Dr. Grist. He told Stacey he had three sexual encounters with Kerri and was very explicit with some details. I immediately contacted Comfort Keepers staff and we all three discussed the issue at length. It was decided Kerri could not return to the household and Comfort Keepers.

I also reached out to Galen Health Care to make them aware of incident.

Dr. Grist coincidentally had an appointment with Galen Health care this morning at 10:00am for a re-check. I had lengthy conversation with Mr. Wong and medication changes were made. I was not present for the appointment, only came after to have a conversation with Mr. Wong. According to Mr. Wong, Dr. Grist denied having any sexual encounters with anyone recently.

As a routine protocol, the caregiver has been replaced. The only other options would be to add a second caregiver at all times, which would be very expensive, or to place him at this point. Dr. Grist's physical location makes finding a caregiver difficult. He also would prefer Caucasian caregivers and male caregivers are extremely rare as well.

As for now, I would prefer to monitor him going forward with communication from Comfort Keepers as to any behaviors or concerns.

Thanks
Tracy

Tracy C. Parsons, LPC
(864)414-5553.

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Jennifer Browning

From: tracy-parsons@att.net
Sent: Wednesday, May 26, 2021 12:21 PM
To: alee@dobsonlaw.com; 'Mike Bridges'
Cc: Jennifer Browning
Subject: Grist

Mike and Adam:

While Dr. Grist was at medical appointment, someone came into his house and removed the Comfort Keepers documentation notebook. I am assuming this was Stacey, who also called Galen Health care to get information, which they directed to me. No one has authority over this information except me and now the caregivers are all spooked and scared to breathe incorrectly, which is jeopardizing his care. I need to know what to do here.

Thanks
Tracy

Tracy C. Parsons, LPC
(864)414-5553

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110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896-4598
FAX: (803) 896-4719

South Carolina
Department of Labor, Licensing and Regulation

Board of Veterinary Medical Examiners



Henry D. McMaster
Governor

Emily H. Farr
Director

February 14, 2020

CONFIDENTIAL

Stanford W. Grist
707 East Stone Avenue
Greenville, SC 29601

COPY

Re: 2019-37

Dear Dr. Grist:

Pursuant to South Carolina law, the Department of Labor, Licensing and Regulation investigated the initial complaint against you. On 02/13/2020, the Board of Veterinary Medical Examiners ordered the initial complaint be dismissed.

Thank you for your cooperation in this matter. We wish you well in your future endeavors.

Sincerely,

Meredith Buttler
Administrator

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GREENVILLE)

**RESIGNATION FROM
HEALTH CARE AGENT**

KNOW ALL PERSONS BY THESE PRESENTS:

I, MICKIE GRIST, a current resident of Greenville County, South Carolina, hereby resign and renounce my appointment as Health Care Agent for STANFORD W. GRIST, said written Durable Health Care Power of Attorney being executed February 19, 2019 in Greenville, South Carolina.

I am resigning and renouncing my appointment as Health Care Agent for Stanford W. Grist because I have no wish to serve as a Health Care Agent in this situation, and was not notified of this role earlier. This is a responsibility which I do not wish to undertake.

IN WITNESS WHEREOF, I have set my hand and seal to this Resignation from Health Care Agent this 28 day of May, 2020.

Mickie Grist
MICKIE GRIST

SIGNED, SEALED, PUBLISHED AND DECLARED by MICKIE GRIST as and for a Resignation from Health Care Agent, in our presence, who at her request and in her presence and in the presence of each other have hereunto set our hands as attesting witnesses.

Lynn A. Hill
Witness

Theresa A. Hester
Witness

Exhibit K

Comfort Keepers - Upstate
791 E Main Street
Spartanburg, SC 29302
864-573-2353



Dr. Stanford Grist
900 Old Hwy 25
Travelers Rest, SC 29690

Client Grist, Dr. Stanford
Invoice No. mC78305
Invoice Date 04/04/2022
Date Due Due upon receipt
From 03/21/2022 **to** 04/03/2022
Pay online at
<https://payments.clearcareonline.com>
Your payment code is D80-320-4U24

DESCRIPTION	AMOUNT
3/21/22 12:00am - 8:00am Pace, Wanda 8 hrs@23.00/hr	\$184.00
3/21/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/21/22 8:00pm - 3/22/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
3/22/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/22/22 8:00pm - 3/23/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
3/23/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/23/22 9:00am - 10:00am May, Kreszena "Kris" 1 hrs@125.00/hr	\$125.00
3/23/22 8:00pm - 3/24/22 2:00pm Pace, Wanda 18 hrs@23.00/hr	\$414.00
3/24/22 2:00pm - 6:00pm Triplett, Jessica 4 hrs@23.00/hr	\$92.00
3/24/22 6:00pm - 3/25/22 8:00am Oxentline, Delaine 14 hrs@23.00/hr	\$322.00
3/25/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/25/22 8:00pm - 3/26/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
3/26/22 8:00am - 4:30pm Triplett, Jessica 8.5 hrs@23.00/hr	\$195.50
3/26/22 6:30pm - 3/27/22 8:00am Pace, Wanda 13.5 hrs@23.00/hr	\$310.50
3/27/22 8:00am - 4:00pm Crippen, Ann 8 hrs@23.00/hr	\$184.00
3/27/22 4:00pm - 3/28/22 8:00am Pace, Wanda 16 hrs@23.00/hr	\$368.00
3/28/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/28/22 8:00pm - 3/29/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
3/29/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/29/22 8:00pm - 3/30/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
3/30/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
3/30/22 8:00pm - 3/31/22 1:00pm Pace, Wanda 17 hrs@23.00/hr	\$391.00
3/31/22 1:00pm - 5:00pm Hughes, Harold 4 hrs@23.00/hr	\$92.00
3/31/22 5:00pm - 4/1/22 8:00am Pace, Wanda 15 hrs@23.00/hr	\$345.00
4/1/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
4/1/22 8:00pm - 4/2/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
4/2/22 8:00am - 8:00pm Corpening, Jason 12 hrs@23.00/hr	\$276.00
4/2/22 8:00pm - 4/3/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00

ELECTRONICALLY FILED - 2024 Oct 28 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

Invoice 78305 - page 2 - Grist, Dr. Stanford

4/3/22 8:00am - 4:30pm Crippen, Ann 8.5 hrs@23.00/hr	\$195.50
4/3/22 6:30pm - 11:59pm Pace, Wanda 5.5 hrs@23.00/hr	\$126.50
03/21/22 - Mileage: Ice cream & ride 40miles@0.65	\$26.00
03/21/22 - Expense: Groceries purchased on 3/21/2022	\$80.96
03/21/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/22/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/22/22 - Mileage: Ride 50miles@0.65	\$32.50
03/23/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/23/22 - Mileage: Ice cream and ride 48miles@0.65	\$31.20
03/25/22 - Mileage: Lunch 55miles@0.65	\$35.75
03/25/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/27/22 - Mileage: Ride 42miles@0.65	\$27.30
03/27/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/28/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/28/22 - Mileage: Lunch and rode around Greenville 65miles@0.65	\$42.25
03/28/22 - Expense: Groceries Purchased on 3/28/2022	\$124.55
03/29/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/29/22 - Mileage: Ride & ice cream 50miles@0.65	\$32.50
03/30/22 - Mileage: Pickens and Hendersonville 68miles@0.65	\$44.20
03/30/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
03/31/22 - Mileage 29miles@0.65	\$18.85
04/01/22 - Mileage: Lunch and then Fountain Inn to look @ golf carts 82miles@0.65	\$53.30
04/01/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/03/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/03/22 - Mileage: Ice cream 32miles@0.65	\$20.80

Invoice Total: \$8,539.16

Invoice 78305 - page 3

Last payment(s) received*Thank you for your payment!*

DATE	DESCRIPTION	AMOUNT
03/25/2022	178	\$16,825.30
02/28/2022	177	\$17,294.77
02/04/2022	2540	\$9,206.50
01/28/2022	180	\$18,240.17

Aging Summary

CURRENT	1 - 30 DAYS	31 - 60	61 - 90	91+	TOTAL
\$8,539.16	0.00	0.00	0.00	0.00	8,539.16

Please tear off this portion and return with your payment to the address below or pay online at <https://payments.clearcareonline.com>

From:
Dr. Stanford Grist
900 Old Hwy 25
Travelers Rest, SC 29690

Client: Dr. Stanford Grist
Invoice: mC78305 - 04/04/2022

Amount Due on This Invoice: \$8,539.16

Amount Enclosed:

\$

Mall to:
Comfort Keepers - Upstate
791 E Main Street
Spartanburg, SC 29302

Comfort Keepers - Upstate
 791 E Main Street
 Spartanburg, SC 29302
 864-573-2353



Dr. Stanford Grist
 900 Old Hwy 25
 Travelers Rest, SC 29690

Client Grist, Dr. Stanford
Invoice No. mC78687
Invoice Date 04/18/2022
Date Due Due upon receipt
From 04/04/2022 **to** 04/17/2022
Pay online at
<https://payments.clearcareonline.com>
Your payment code is 681-D90-4V24

DESCRIPTION	AMOUNT
4/4/22 12:00am - 8:00am Pace, Wanda 8 hrs@23.00/hr	\$184.00
4/4/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
4/4/22 8:00pm - 4/5/22 10:00am Pace, Wanda 14 hrs@23.00/hr	\$322.00
4/5/22 10:00am - 3:00pm Mull, Jan 5 hrs@23.00/hr	\$115.00
4/5/22 3:00pm - 8:00pm Edwards, Debbie 5 hrs@23.00/hr	\$115.00
4/5/22 8:00pm - 4/6/22 7:00am Stafford, April 11 hrs@23.00/hr	\$253.00
4/6/22 7:00am - 2:30pm Hughes, Harold 7.5 hrs@23.00/hr	\$172.50
4/6/22 2:00pm - 8:30pm Triplett, Jessica 6.5 hrs@23.00/hr	\$149.50
4/6/22 8:00pm - 4/7/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
4/7/22 8:00am - 2:00pm Edwards, Debbie 6 hrs@23.00/hr	\$138.00
4/7/22 2:00pm - 8:15pm Triplett, Jessica 6.25 hrs@23.00/hr	\$143.75
4/7/22 8:00pm - 4/8/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
4/8/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
4/8/22 8:00pm - 4/9/22 10:00am Pace, Wanda 14 hrs@23.00/hr	\$322.00
4/9/22 10:00am - 9:00pm Triplett, Jessica 11 hrs@23.00/hr	\$253.00
4/9/22 9:00pm - 4/10/22 8:00am Stafford, April 11 hrs@23.00/hr	\$253.00
4/10/22 8:00am - 4:00pm Crippen, Ann 8 hrs@23.00/hr	\$184.00
4/10/22 6:00pm - 4/11/22 8:00am Pace, Wanda 14 hrs@23.00/hr	\$322.00
4/11/22 8:00am - 8:30pm Crippen, Ann 12.5 hrs@23.00/hr	\$287.50
4/11/22 8:00pm - 4/12/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
4/12/22 8:00am - 11:00pm Crippen, Ann 15 hrs@23.00/hr	\$345.00
4/12/22 11:00pm - 4/13/22 8:00am Smith, Paul 9 hrs@23.00/hr	\$207.00
4/13/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
4/13/22 8:00pm - 4/14/22 8:00am Pace, Wanda 12 hrs@23.00/hr	\$276.00
4/14/22 8:00am - 8:00pm Crippen, Ann 12 hrs@23.00/hr	\$276.00
4/14/22 8:00pm - 4/15/22 10:00am Pace, Wanda 14 hrs@23.00/hr	\$322.00
4/15/22 10:00am - 8:00pm Triplett, Jessica 10 hrs@23.00/hr	\$230.00
4/15/22 8:00pm - 4/16/22 12:00pm Pace, Wanda 16 hrs@23.00/hr	\$368.00

Invoice 78687 - page 2 - Grist, Dr. Stanford

4/16/22 12:00pm - 8:30pm Triplett, Jessica 8.5 hrs@23.00/hr	\$195.50
4/16/22 8:00pm - 4/17/22 8:00am Pace, Wanda 12 hrs@23.00/hr +Holiday	\$460.00
4/17/22 8:00am - 4:00pm Crippen, Ann 8 hrs@23.00/hr +Holiday	\$368.00
4/17/22 6:00pm - 11:59pm Pace, Wanda 6 hrs@23.00/hr +Holiday	\$276.00
04/04/22 - Mileage: Ice cream & ride 48miles@0.65	\$31.20
04/04/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/04/22 - Expense: Groceries Purchased on 4/4/2022	\$126.25
04/06/22 - Expense: Medication purchased at Walgreens by Kris on 4/6/2022	\$13.10
04/06/22 - Mileage 43miles@0.65	\$27.95
04/06/22 - Mileage: Split shift drive 1-2 28miles@0.65	\$18.20
04/07/22 - Mileage: Split shift 8.9miles@0.65	\$5.79
04/08/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/08/22 - Mileage: Park and dinner 50miles@0.65	\$32.50
04/09/22 - Mileage: Chick-fil-A in TR DINNER 25.5miles@0.65	\$16.58
04/09/22 - Mileage: Wendy's for frosty 25.7miles@0.65	\$16.71
04/10/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/10/22 - Mileage: TR and ard neighborhood 34miles@0.65	\$22.10
04/11/22 - Mileage: Dinner 50miles@0.65	\$32.50
04/11/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/11/22 - Expense: Groceries purchased on 4/11/2022	\$62.34
04/12/22 - Mileage: Ride, bday dinner & dessert 72miles@0.65	\$46.80
04/12/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/13/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80
04/13/22 - Mileage: Long ride ice cream 84miles@0.65	\$54.60
04/14/22 - Mileage: Haircut, dinner and ride 50miles@0.65	\$32.50
04/14/22 - Mileage: Client Paying For Ann's Mileage 32miles@0.65	\$20.80
04/15/22 - Mileage: Wendys 25.6miles@0.65	\$16.64
04/16/22 - Mileage: Chic-Fil-A 29.6miles@0.65	\$19.24
04/17/22 - Mileage: Ride and ice cream 32miles@0.65	\$20.80
04/17/22 - Mileage: Client paying for Ann Mileage 32miles@0.65	\$20.80

Invoice Total: \$8,955.95

Last payment(s) received			Thank you for your payment!		Previous Outstanding		
DATE	DESCRIPTION	AMOUNT	ID	DUE	AMOUNT	BAL. DUE	
03/25/2022	178	\$16,825.30	mC78305	04/04/22	8,539.16	\$8,539.16	
02/28/2022	177	\$17,294.77					
02/04/2022	2540	\$9,206.50					
01/28/2022	180	\$18,240.17					

Aging Summary

CURRENT	1 - 30 DAYS	31 - 60	61 - 90	91+	TOTAL
\$8,955.95	8,539.16	0.00	0.00	0.00	17,495.11

Please tear off this portion and return with your payment to the address below or pay online at <https://payments.clearcareonline.com>

From:
Dr. Stanford Grist
900 Old Hwy 25
Travelers Rest, SC 29690

Client: Dr. Stanford Grist
Invoice: mC78687 - 04/18/2022
Amount Due on This Invoice: \$8,955.95
Other Outstanding Balances: \$8,539.16
Please Pay this Amount: \$17,495.11
Amount Enclosed: \$

Mall to:
Comfort Keepers - Upstate
791 E Main Street
Spartanburg, SC 29302



Stacey Grist <griststacey@gmail.com>

ELECTRONICALLY FILED - 2024 Oct 28 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

RE: Stanford W Grist**Matthew J. Myers** <mjm@swblaw.com>

Fri, Mar 25, 2022 at 10:26 AM

To: Jennifer Browning <jenniferbrowning@browninggeriatric.com>, "Dykes, Sheri" <sdyses@greenvillecounty.org>, Adam Lee <alee@dobsonlaw.com>, "H. Hall Provence" <hprovence@alrlaw.net>, Tyler Mcleod <tmcleod@bmemhlaw.com>, "tracy-parsons@att.net" <tracy-parsons@att.net>, "mbridges@dobsonlaw.com" <mbridges@dobsonlaw.com>, Crystal Splawn <crystals@dobsonlaw.com>, Neil Rabon <nrabon@alrlaw.net>, Heather Scalzo <scalzo@upstatesclaw.com>, "johnpaul@truluckthomason.com" <johnpaul@truluckthomason.com>, Devon Puriefoy <devon@truluckthomason.com>, "kim@truluckthomason.com" <kim@truluckthomason.com>

Cc: Stacey Grist <griststacey@gmail.com>

Jennifer, Dr. Grist's most recently executed health care POA named Charlotte Grist Smith as his health care agent (see attached). However, I understand she may not wish to assume that authority.

Alternately, Dr. Grist's most recent financial POA named Stacey Grist as general agent including powers to hire health care and domestic personnel (also attached). Stacey is happy to assist Dr. Grist in with that.

Thank you,

Matthew J. Myers | Member

Sweeny, Wingate & Barrow, P.A.

1515 Lady Street, Columbia, SC 29201

Tel • 803-256-2233 Fax • 803-256-9177

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From: Jennifer Browning <jenniferbrowning@browninggeriatric.com>

Sent: Friday, March 25, 2022 9:08 AM

To: Dykes, Sheri <sdyses@greenvillecounty.org>; Adam Lee <alee@dobsonlaw.com>; H. Hall Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com

Subject: RE: Stanford W Grist

Good morning:

Mr. Chris Couchell with Comfort Keepers has contacted me to request a responsible party that they can report to.

Best, Jennifer



Jennifer Lewis Browning

MSW, LISW-CP, CCFC, C-ASWCM

Licensed and Certified Geriatric Care Manager

jenniferbrowning@browninggeriatric.com

Browning Geriatric Consulting, LLC

311 Mills Avenue

Greenville, SC 29605

Office: 864-233-5260 Ext: 201

Fax: 864-240-9256

To learn more about our services, please visit: <http://www.browninggeriatric.com>



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Please consider the environment before printing this email.

From: Dykes, Sheri <sdykes@greenvillecounty.org>

Sent: Wednesday, March 23, 2022 10:30 AM

To: Adam Lee <alee@dobsonlaw.com>; Jennifer Browning <jenniferbrowning@browninggeriatric.com>; H. Hall Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn

12/20/23, 12:06 PM

Gmail - RE: Stanford W Grist

<crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrllaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com
Subject: Stanford W Grist
Importance: High

Judge Jennings would like a status update on the Grist matter. Do you need available dates for a hearing?

Sheri Dykes

Litigation Specialist

Guardianship / Conservatorship

(864) 467-7404

sdynes@greenvillecounty.org

301 University Ridge, Suite 1200

Greenville, SC 29601-4702

Fax (864) 467-7198

Please be sure you are using our most current forms which can be found at www.greenvillecounty.org/probate

If I have been of assistance to you, please take this survey and mention my name.

<https://www.greenvillecounty.org/apps/survey/probatesurvey/>

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2 attachments

 **06-25-20 HCPOA for Dr. Grist (correct).pdf**
277K

 **02-19-19 POA for Dr. Grist.pdf**
760K



Stacey Grist <griststacey@gmail.com>

Extension

3 messages

Stacey Grist <griststacey@gmail.com>
To: Ken Wingate Law Matt Myers <mjm@swblaw.com>

Fri, Mar 18, 2022 at 12:55 PM

Matt,

I am hosting an event all day I am not interested in an extension for Tracy .

Thanks Stacey

Sent from my iPhone

Matthew J. Myers <mjm@swblaw.com>
To: Stacey Grist <griststacey@gmail.com>

Fri, Mar 18, 2022 at 1:38 PM

So you would rather be the one holdout that makes us go to court for an emergency hearing? The court is going to keep Tracy temporarily if nothing else, and it's only going to prejudice the court against you.

Have you talked with Charlotte about this? My understanding is that she, who is the health care agent after all, wants the extension for Tracy and is also concerned about trying to hire new counsel for your father, which I think will also work to prejudice the court against you.

I'm sorry to bother you in the middle of the event, but the extension issue has become rather urgent. Thanks.

[Quoted text hidden]

Matthew J. Myers <mjm@swblaw.com>
To: Stacey Grist <griststacey@gmail.com>

Fri, Mar 18, 2022 at 7:52 PM

One last question for you to consider over the weekend as the only possible way I can think of for you to be guardian:

You've said that Mickie is mostly interested in the money, so what if we offer her an advance on her 1/3 inheritance in exchange for you being able to be guardian as well as trustee and conservator? For example, she could get \$100,000 now, which would be offset from her 1/3 interest in the future (but without any repayment if her share somehow did not reach \$100,000). Another incentive for Mickie might be to let her have her 1/3 free of trust when that time comes.

Those are the only things I can imagine might be strong enough to get her to let you be in control of everything. I wish there was another way, but I simply don't think the probate court is going to let any family member be guardian in this case. I think even Kim Thomason recognizes that, but she seems to think you might have a chance to have it reversed on appeal somehow. I disagree, but even if there's any merit to that it would take too long to work through the court system to be of much help, if any. Unless all parties consent, appeals from probate must first be heard in circuit court, then with the court of appeals, and can also be taken up by the state supreme court, so it takes multiple years.

Sorry if I've bothered you about any of this, but please know I'm just trying to help figure out a way to get you as much of what you want as possible. Thanks.

[Quoted text hidden]

ELECTRONICALLY FILED - 2024 Oct 28 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

Jennifer Browning

From: Adam Lee <alee@dobsonlaw.com>
Sent: Monday, January 25, 2021 1:49 PM
To: 'jenniferbrowning@browninggeriatric.com'
Subject: FW: Grist

Adam G. Lee, Esq.
 Dobson, Jones, Ball, Phillips & Bridges, P.A.
 Attorneys at Law
 220 Howe Street
 P.O. Box 1923
 Greenville, SC 29601
 Phone: (864) 271-8171 Ext. 210
 Fax: (864) 235-2866
 E-Mail: ALee@dobsonlaw.com

www.dobsonlaw.com

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From: Adam Lee
Sent: Monday, January 25, 2021 11:57 AM
To: 'hall.provence@smithmoorelaw.com' <hall.provence@smithmoorelaw.com>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>
Cc: Mike Bridges <mikeb@dobsonlaw.com>; Crystal Hayes <chayes@dobsonlaw.com>
Subject: Grist

FOR CONFIDENTIAL SETTLEMENT PURPOSES ONLY (Rule 408 Applies)

All:

Per my conversation with Hall, please find a list of rights and powers that Dr. Grist would like to retain in the event that he is willing to consent to the appointment of Tracy as a permanent guardian. It is our understanding that this should not be an issue. However, upon review, please let us if you have any questions.

- 1) The right to make end of life decisions;
- 2) The right to authorize disclosure of confidential information;
- 3) The right to choose where to live;
- 4) The right to participate in social and religious activities;
- 5) The right to vote;
- 6) The right to consent to or refuse educational services;
- 7) The right to travel shall not be unreasonably withheld by the guardian;
- 8) The right to garden and walk around his property with limited supervision;
- 9) The right to be employed without guardian consent (please note that he is currently employed and receives significant income from said employment and would suffer a drastic drop in income if this right is taken away); and
- 10) The right to make gifts not to exceed the annual exclusion amount per year per individual.

Please feel free to call to discuss if necessary.

Best regards,
Adam

Adam G. Lee, Esq.
Dobson, Jones, Ball, Phillips & Bridges, P.A.
Attorneys at Law
220 Howe Street
P.O. Box 1923
Greenville, SC 29601
Phone: (864) 271-8171 Ext. 210
Fax: (864) 235-2866
E-Mail: ALee@dobsonlaw.com

www.dobsonlaw.com

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Stacey Grist <griststacey@gmail.com>

FW: Grist

Matthew J. Myers <mjm@swblaw.com>
To: Stacey Grist <griststacey@gmail.com>

Fri, May 13, 2022 at 9:48 AM

Stacey, just got this response from Tracy. Comfort Keepers is claiming they didn't realize you didn't want Paul because they claim you requested no "new faces". Even if that were true they should have realized from the context what you meant, or at least asked for further clarification.

From: tracy-parsons@att.net <tracy-parsons@att.net>
Sent: Friday, May 13, 2022 9:40 AM
To: 'Adam Lee' <alee@dobsonlaw.com>; Matthew J. Myers <mjm@swblaw.com>; 'Jennifer Browning' <jenniferbrowning@browninggeriatric.com>
Subject: FW: Grist

Dear all:

Please see the e-mail below.

Thanks

Tracy

Tracy C. Parsons

(864)414-5553

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From: Brandon Cupstid <brandonc@ckupstate.com>
Sent: Friday, May 13, 2022 9:16 AM
To: Tracy Parsons <tracy-parsons@att.net>
Subject: FW: Grist

Here is the email sent over on Wednesday. I asked the office again yesterday if Stacy asked that Paul not be sent back after the 4/12 shift and was told no, it was only communicated that no new faces be sent back.

From: Brandon Cupstid
Sent: Wednesday, May 11, 2022 4:47 PM
To: tracy-parsons@att.net
Subject: RE: Grist

Tracy,

There were several miscommunications by both our staff and Paul. After reviewing the log from 4/12, Paul should have never been sent back. This is where the first issue occurred. Dr. Grist's care team did not receive this hand-written care log, nor have they been receiving them. Do you know who introduced these hand-written logs in the home? It's not our ideal method of daily care logs as we prefer our caregivers make notes and reports within our software via their app. Until I figure out who initiated these logs and if another option would be better, I've instructed Lindsay to notify the caregivers to send them over for review the day they are created.

Typically, when a caregiver is identified as a bad fit, we take several measures to ensure they're never sent back. Stacy's request to never send a new face was made after this incident but because Paul had been once before and was not placed on the do not send list, he was sent back. What I am unsure of is if Stacy explicitly requested Paul never be sent back. From questioning our staff, the understanding was that no new faces were to be sent, and not a direct request for Paul not to return. With the notes in the home not being presented to our staff, Paul being a bad fit was missed.

Paul's lack of reporting the incident and formally documenting, in-person, within 24 hours is unacceptable. Our HR manager has addressed these issues with Paul and though it goes without saying, he will never return to Dr. Grist. I do feel his recount of the 29th lines up. I do not have reason to believe he struck Dr. Grist.

We are taking measures to ensure the logs are in our hands and reviewed daily. And that every bit of information, small or large, is communicated to our office so that we can disseminate to you. We are also pursuing at least 1-2 caregivers to carefully introduce to Dr. Grist. We feel this needs to happen so that we can ensure there will always be a familiar face to call on in the event one of the regulars is unavailable.

Brandon Cupstid, MBA

Director of Operations

Comfort Keepers | Spartanburg - Greenville - Tryon

Office: (864) 268-8993 | Fax: (864) 309-0932

1200 Haywood Rd | Greenville, SC 29615

ComfortKeepers.com | [ComfortKeepersFacebook](#)

ELECTRONICALLY FILED - 2024 Oct 28 6:41 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

12/20/23, 12:24 PM

Gmail - FW: Grist

From: tracy-parsons@att.net <tracy-parsons@att.net>
Sent: Wednesday, May 11, 2022 1:21 PM
To: Brandon Cupstid <brandonc@ckupstate.com>
Subject: Grist

Brandon:

Can you update me on the Grist investigation issue related to Paul incident?

Thanks

Tracy

Tracy C. Parsons
(864)414-5553

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External Email - This message is NOT from anyone at CKS or CKG.

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BROWNING

GERIATRIC CONSULTING

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MATTER OF: STANFORD W. GRIST

an alleged incapacitated individual.

April 7, 2022

IN THE PROBATE COURT

CASE NUMBER: 2020-GC-2300136 - _____

ADDENDUM TO GUARDIAN AD LITEM REPORT

A wellness visit was made to the current residence of Dr. Stanford W. Grist, 900 Old Highway 25 South, Traveler's Rest, SC 29690, on March 30, 2022 at 1pm. This was for the purpose of ensuring Dr. Grist was being taken care of and his needs were being met, in light of the fact that he currently does not have a temporary guardian in place to act on his behalf.

Dr. Grist appeared neat and clean. A long-time caregiver with Comfort Keepers, Ms. Ann Crippen, was present. The residence was neat and clean. Ms. Crippen asked him to take a seat at his table and he needed assistance to find it and be seated. When questioned about the pending court case, he said he did not know anything about it. When questioned who his attorney was, he stated, "I don't know." When questioned if he had requested to retain new counsel, he stated, "I don't know." He was unable to name the names of his children and unable to tell me what he had eaten for lunch. Ms. Crippen stated he had eaten a tuna steak, some rice and vegetables about 20 minutes prior to my arrival. When questioned about what he did for a living before he retired, he stated, "something." When prompted if it had to do with animals, he stated, "I am not sure."

Dr. Grist was apologetic for not remembering. I thanked him for the visit and his time and exited the residence.

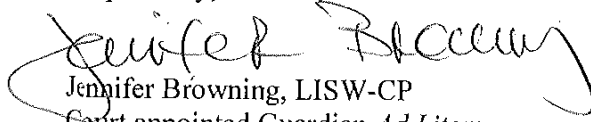
311 Mills Avenue, Greenville, SC 29605 Phone: 864.233.5260 Fax: 864.240.9256

BROWNING
GERIATRIC CONSULTING

I have included 2 communications with this report. One is an email from Mr. Chris Couchell, the owner of Comfort Keepers, with concerns about Dr. Grist's care and reporting. The second email is from Ms. Amy Stigall, Health Services Coordinator with GalenHealthCareSC. This is in regard to physical therapy and consent for continued therapy.

As the GAL for Dr. Grist, I am concerned that there is not a temporary guardian in place to look out for his best interest, caregivers, medications, health care needs, therapy, and any additional emergency or urgent matters. I would continue to recommend a third-party professional be continued.

Respectfully,


Jennifer Browning, LISW-CP
Court appointed Guardian *Ad Litem*

CC VIA EMAIL:

Mr. Matthew J. Myers
Mr. Adam Lee
Mr. Hal Provence
Mr. Neil Rabon
Mrs. Tracy Parsons
Mr. Mike Bridges
Mrs. Heather Scalzo
Mr. Tyler Mcleod
Mrs. Kimberly Thomason
Mr. John-Paul Baum
Mr. Devon Puriefoy
Mrs. Crystal Splawn
Mrs. Brandi Larobardiere

311 Mills Avenue, Greenville, SC 29605 Phone: 864.233.5260 Fax: 864.240.9256

Jennifer Browning

From: Jennifer Browning
Sent: Friday, March 25, 2022 5:20 PM
To: 'Matthew J. Myers'; Dykes, Sheri; Adam Lee; H. Hall Provence; Tyler Mcleod; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee; Crystal Splawn; Neil Rabon; Heather Scalzo; johnpaul@truluckthomason.com; Devon Puriefoy; kim@truluckthomason.com
Cc: Stacey Grist
Subject: RE: Stanford W Grist

Good afternoon:

Unfortunately, I do not have a definitive answer of whom is legally in charge, as his health care agent, to make legal decisions on Dr. Grist's behalf. Please see the below I received from Comfort Keeper. Best, Jennifer Browning

Hi Jennifer,

I wanted to make you aware of a situation pertaining to Dr. Grist. There was an incident this morning that our caregiver reported to her supervisor. The details are listed below.

- Our caregiver reported that Dr. Grist made sexual advances toward her.
- Our caregiver attempted to re-direct Dr. Grist who then became upset and threw a coffee cup at her.
- Our caregiver then said Dr. Grist proceeded to leave and attempted to jump the gate.
- Our caregiver reported that Dr. Grist made a threat during this time (Dr. Grist threatened to kill her and himself).

Additionally, our nurse visited Dr. Grist on Wednesday, March 23rd. During her visit she observed several knives sitting out in the open. She also reported that Dr. Grist keeps a knife in his pocket.

Out of an abundance of caution, we have implemented the following safety protocol.

- Caregivers have been instructed to call 911 if there is an emergency.
- Caregivers have been instructed to call our office if they feel unsafe or threatened during their shift. Our supervisor will determine if we should call 911.
- Caregivers have been instructed to call our office if Dr. Grist is doing anything unsafe and could possibly cause harm to himself. Our supervisor will determine if we should call 911.
- Caregivers have been instructed to report all non-emergency incidents to their supervisor.

Moving forward, the appropriate manager will send you an incident summary email if an incident occurs (emergency or non-emergency).

Please feel free to give me a call if you have any questions or concerns.

Best Regards,

Chris

Chris Couchell
 President

Comfort Keepers | Spartanburg - Greenville - Tryon

Office: (864) 573-2353 | Fax: (864) 309-0932
 791 East Main Street | Spartanburg, SC 29302
ComfortKeepers.com | [ComfortKeepersFacebook](https://www.facebook.com/ComfortKeepers)



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Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

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 Office: 864-233-5260 Ext: 201
 Fax: 864-240-9256

To learn more about our services, please visit: <http://www.browninggeriatric.com>



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Please consider the environment before printing this email.

From: Matthew J. Myers <mjm@swblaw.com>

Sent: Friday, March 25, 2022 10:26 AM

To: Jennifer Browning <jenniferbrowning@browninggeriatric.com>; Dykes, Sheri <sdykes@greenvillecounty.org>; Adam Lee <alee@dobsonlaw.com>; H. Hall Provence <hprovence@alrlaw.net>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefey <devon@truluckthomason.com>; kim@truluckthomason.com

Cc: Stacey Grist <griststacey@gmail.com>
 Subject: RE: Stanford W Grist

Jennifer, Dr. Grist's most recently executed health care POA named Charlotte Grist Smith as his health care agent (see attached). However, I understand she may not wish to assume that authority.

Alternately, Dr. Grist's most recent financial POA named Stacey Grist as general agent including powers to hire health care and domestic personnel (also attached). Stacey is happy to assist Dr. Grist in with that.

Thank you,

Matthew J. Myers | Member
 Sweeny, Wingate & Barrow, P.A.
 1515 Lady Street, Columbia, SC 29201
 Tel • 803-256-2233 Fax • 803-256-9177

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From: Jennifer Browning <jenniferbrowning@browninggeriatric.com>
 Sent: Friday, March 25, 2022 9:08 AM
 To: Dykes, Sheri <sdykes@greenvillecounty.org>; Adam Lee <alee@dobsonlaw.com>; H. Hall Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com
 Subject: RE: Stanford W Grist

Good morning:

Mr. Chris Couchell with Comfort Keepers has contacted me to request a responsible party that they can report to.

Best, Jennifer



Jennifer Lewis Browning
 MSW, LISW-CP, CCFC, C-ASWCM
 Licensed and Certified Geriatric Care Manager
jenniferbrowning@browninggeriatric.com

Browning Geriatric Consulting, LLC
 311 Mills Avenue
 Greenville, SC 29605
 Office: 864-233-5260 Ext: 201
 Fax: 864-240-9256

To learn more about our services, please visit: <http://www.browninggeriatric.com>



AGING LIFE CARE ASSOCIATION

MEMBER

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Please consider the environment before printing this email.

From: Dykes, Sheri <sdykes@greenvillecounty.org>

Sent: Wednesday, March 23, 2022 10:30 AM

To: Adam Lee <alee@dobsonlaw.com>; Jennifer Browning <jenniferbrowning@browninggeriatric.com>; H. Hall Provence <hprovence@alrlaw.net>; Matthew J. Myers <mjm@swblaw.com>; Tyler Mcleod <tmcleod@bmemhlaw.com>; tracy-parsons@att.net; mbridges@dobsonlaw.com; Adam Lee <alee@dobsonlaw.com>; Crystal Splawn <crystals@dobsonlaw.com>; Neil Rabon <nrabon@alrlaw.net>; Heather Scalzo <scalzo@upstatesclaw.com>; johnpaul@truluckthomason.com; Devon Puriefoy <devon@truluckthomason.com>; kim@truluckthomason.com

Subject: Stanford W Grist

Importance: High

Judge Jennings would like a status update on the Grist matter. Do you need available dates for a hearing?

Sheri Dykes

Litigation Specialist

Guardianship / Conservatorship

(864) 467-7404

sdykes@greenvillecounty.org

301 University Ridge, Suite 1200

Greenville, SC 29601-4702

Fax (864) 467-7198

Please be sure you are using our most current forms which can be found at www.greenvillecounty.org/probate

If I have been of assistance to you, please take this survey and mention my name.

<https://www.greenvillecounty.org/apps/survey/probatesurvey/>

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Jennifer Browning

From: Amy Stigall <amy@galenhealthcaresc.com>
Sent: Monday, March 28, 2022 9:10 AM
To: Tracy Parsons
Cc: Jennifer Browning
Subject: Re: Grist

Thank you!! We will put this on Mr. Grist's chart.

Amy Stigall
Health Services Coordinator
Ph: (864) 520-2836 Ext 104
Fax: (864) 469 5262
amy@galenhealthcaresc.com



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On Mon, Mar 28, 2022 at 9:04 AM <tracy-parsons@att.net> wrote:

Dear Amy:

My temporary order for Dr. Stanford Grist has expired and the parties have not consented to an extension. Please remove my name from all contact information for Dr. Grist. I am not sure exactly who will take over or when. I am copying Jennifer Browning, the current GAL for Dr. Grist

Thank you.

Tracy C. Parsons, LPC

(864)414-5553

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE MATTER OF: STANFORD W. GRIST

an alleged incapacitated individual.

IN THE PROBATE COURT
CASE NUMBER: 2020-GC-2300136 - _____

GUARDIAN AD LITEM REPORT



The undersigned court-appointed Guardian *ad Litem* in this guardianship and/or protective proceeding submits the following report concerning the investigation which was conducted pursuant to S.C. Code Ann. §62-5-106.

DURING MY INVESTIGATION, I INTERVIEWED THE FOLLOWING INDIVIDUALS:

	NAME OF PERSON INTERVIEWED:	DATE OF INTERVIEW:	METHOD OF INTERVIEW (e.g. in person, by phone):
		7/27/20, 7/29/20	By phone
1.	Mr. Tyler Mcleod		
2.	Mrs. Tracy Parsons	Multiple calls, last on 1/28/21	By phone
3.	Mr. Hall Province	7/21/20, 7/28/20	By phone
4.	Mr. Matthew Myers	7/28/20	By phone
5.	Mr. Adam Lee	7/28/20, 1/26/21	By phone and email
6.	Mrs. Stacy Grist	7/23/20	
7.	Mrs. Priscilla Mickie Grist	7/21/20, 7/17/20, 7/18/20, 7/19/20	By phone
8.	Mrs. Heather Scalzo	7/21/20, 7/24/20, 8/18/20	By phone, email and in-person
9.	Mrs. Carolyn York Grist Lyon	7/21/20	By phone
10.	Mr. Neil Rabon	7/23/20	By phone
11.	Mrs. Theresa Horton	7/29/20	By phone
12.	Mr. David Vickery	7/21/20	By phone
13.	Mr. Robert Tisdale, DSS	7/20/20, 7/23/20, 7/26/20	By phone(messages left)

DURING MY INVESTIGATION, I REVIEWED THE FOLLOWING DOCUMENTS:

TYPE OF DOCUMENT:	PROVIDER OF THE DOCUMENT:
1. Pleadings on the matter of Stanford W. Grist dated 7/13/20	PAWS/Probate Court
2. Durable POA of Stanford W. Grist dated 4/3/19 and 6/11/13	PAWS/Probate Court

3. Physician's affidavit for Emergency on Temporary Proceedings/Dr. Absher dated 6/29/20	PAWS/Probate Court
4. Affidavit of Priscilla Mickie Grist dated 7/13/20	PAWS/Probate Court
5. Affidavit of Proposed Guardian dated 7/21/20	PAWS/Probate Court
6. Ex Parte Order for Emergency relief and Notice of Hearing dated 7/15/20.	PAWS/Probate Court
7. Notice of Motion and Motion for emergency orders Dissolution or Modifications dated 7/28/20 Exhibits A, B,C, D, E	PAWS/Probate Court
8. Notice of Right to Counsel dated 9/18/20.	PAWS/Probate Court
9. Order Denying Motion for Emergency Relief and Hearing dated 9/23/20.	PAWS/Probate Court
10. Certificate of Mailing(Conservatorship) dated 9/30/20.	PAWS/Probate Court
11. Reply to counterclaims(Conservatorship) dated 12/2/20.	PAWS/Probate Court
12. Reply to counterclaim(Guardianship) and reply to Counterclaim(Conservatorship) dated 12/3/20	PAWS/Probate Court
13. Acceptance of Service dated 9/29/20	PAWS/Probate Court
14. Acceptance of Service dated 9/10/20	PAWS/Probate Court
15. Summons dated 9/10/20	PAWS/Probate Court
16. Dr. Mullins Psychiatric Competency Mini Mental Status Examination dated 9/23/20.	Mrs. Tracy Parsons
17. Answer and Counterclaim of Charlotte Grist Smith aka Charlotte Roxanne Grist	PAWS/Probate Court
18. Answer and Counterclaim(Conservatorship) of Charlotte Grist Smith aka Charlotte Roxanne Grist	PAWS/Probate Court
19. Notice of Motion and Motion for Emergency Orders/Dissolution or Modification Charlotte Grist Smith aka Charlotte Roxanne Grist for appointment for a Conservator dated 9/10/20	PAWS/Probate Court
20. Motion to Dismiss and Response to Motion for Temporary Relief for Stacy Desiree Grist dated 10/30/20	PAWS/Probate Court
21. Affidavit of Carolyn York Grist Lyon dated 9/10/20	PAWS/Probate Court
22. Answer of Counsel(Conservatorship) of Stanford W. Grist	PAWS/Probate Court
23. Dr. James W. Davis, MD Medical Note	

dated 9/16/20.

Mrs. Tracy Parsons

24. Motion for Dissolution on or Modification
Of Emergency Order for Stacy Desiree Grist
dated 7/29/20

PAWS/Probate Court

25. Criminal Background Check and Credit report
for Carolyn York Grist Lyon.

Traci Roberts

I. REPORT ON ALLEGED INCAPACITATED INDIVIDUAL:

1. Date and place of interview(s): 8/18/20, 9/2/20
2. Was the alleged incapacitated individual (A.I.I.) oriented to the time and place? ☐ YES ☒ NO
3. Describe the A.I.I.'s physical appearance: Dr. Grist appeared neat and clean. He was dressed appropriately for the time and season.
4. Who are the A.I.I.'s closest family members? Carolyn York Grist Lyon, sister, Stacy Desiree Grist, daughter, Priscilla Mickie Grist, daughter, Charlotte Roxanne Smith, daughter
5. Does the A.I.I. have a primary care physician or other treating medical provider? Yes, Galen Healthcare, Danielle Wong, NP
6. Does the A.I.I. have an attorney? ☒ YES ☐ NO
If yes, list the attorney's name, address, and phone number.
Mrs. Heather Scalzo, 414-B Greenville, SC 29601. (864) 331-0111. Mr. Adam Lee and Mr. Mike Bridges, 220 Howe St. Greenville, SC 29601. (864) 271-8171.
7. Please list any known medical diagnoses of the A.I.I. Neurologic Disease, Severe Cognitive impairment, Brain Tumor, and history of thyroid disease
8. What are the current care and treatment needs of the A.I.I.? Dr. Grist requires 24/7 supervision and assistance with all of his ADL's. He is incontinent of bowel and bladder. He requires transportation to scheduled medical appointments.
9. What are the future care and treatment needs of the A.I.I.? The goal at this time is for Dr. Grist to remain in his residence with 24/7 caregivers. If his home care becomes an unsafe situation for Dr. Grist and he is unable to remain in his residence, a secured dementia care unit would be appropriate.
10. The A.I.I. has been rated or found to be: (Check all that apply):
☐ Disabled;
☒ Mentally ill or incompetent:

- ☐ Chemically Dependent; or
- ☐ None of the above.

11. The A.I.I. would benefit from: *(Check all that apply):*

- ☐ Further education;
- ☐ Further training;
- ☐ Therapy or treatment;
- ☐ Medical aids or equipment;
- ☐ An operation or medical procedure(s);
- X Structural living arrangements;
- ☐ Psychiatric treatment; or
- ☐ None of the above.

12. Pursuant to S.C. Code Ann. §62-5-304A(A) and §62-5-407, as Guardian *ad Litem*, I believe that the A.I.I. should retain the following rights and powers:
(Check the rights and powers you recommend the A.I.I. should retain.)

- a. ☐ Marry or divorce;
- b. ☐ Reside in a place of the A.I.I.'s choosing, and consent or withhold consent to any residential or custodial placement;
- c. ☐ Travel without the consent of a guardian;
- d. ☐ Give, withhold, or withdraw consent and make other informed decisions relative to medical, mental or physical examination, care treatment, and therapies;
- e. ☐ Make end-of-life decisions including, but not limited to, a "do not resuscitate" order or the application of any medical procedures intended solely to sustain life and consent or withhold consent to artificial nutrition and hydration;
- f. ☐ Consent or refuse to consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment;
- g. ☐ Authorize disclosure of confidential information;
- h. ☐ Operate a vehicle;
- i. X Vote;
- j. X Be employed without the consent of a guardian;
- k. ☐ Consent to or refuse educational services;
- l. X Participate in social, religious, or political activities;
- m. ☐ Buy, sell or transfer real or personal property or transact business of any type including, but not limited to, those powers conferred upon a conservator under S.C. Code Ann. §62-5-422;
- n. ☐ Make, modify, or terminate contracts;
- o. ☐ Bring or defend any action at law or equity; and
- p. ☐ Other:

If necessary, please explain these recommendations. If additional space is needed, please use additional sheets and attach.

Dr. Grist is currently employed through his veterinary practice. He receives monthly income which is needed to pay for his care. He also receives other benefits such as insurance.

13. Is the A.I.I. capable of communicating, with or without reasonable accommodations, his or her wishes, interests, or preferences regarding the appointment of a guardian and conservator:
☐ YES ☒ NO If no, then proceed to **Section II**.
14. Does the A.I.I. think he or she needs help caring for himself or herself? ☐ YES ☐ NO
 If yes, in what areas? What is the plan to provide care for himself or herself?

15. Does the A.I.I. think he or she needs help (i) managing his or her property or financial affairs, (ii) providing for his or her support, or (iii) providing support for his or her legal dependents? ☐ YES ☐ NO
 If yes, in what areas? What is the plan of the A.I.I. to manage property, financial affairs support or legal dependents?

16. If a Petition for guardianship is pending, how does the A.I.I. feel about the proposed guardianship and the proposed guardian?

17. If a Petition for conservatorship is pending, how does the A.I.I. feel about the proposed conservatorship and the proposed conservator?

II. REPORT ON THE PROPOSED GUARDIAN:

(If there is not a Petition for Appointment of Guardian pending, proceed to **Section III**.)

18. Name of the proposed guardian: Mrs. Tracy Parsons
19. Relationship of the proposed guardian to the A.I.I. Professional Guardian(temporary)
20. Is the proposed guardian currently a primary caretaker for the A.I.I.: ☐ YES ☒ NO
 If no, who is? Comfort Keepers caregivers
21. What are the proposed guardian's long-term plans for the A.I.I.?
Mrs. Parsons has stated she would keep him in his residence with 24/7 care as long as his care needs are able to be met and he can remain safe. If it is no longer a safe situation, Dr. Grist would need to be placed in a secured Dementia care unit.

22. Upon review of the proposed guardian's criminal background check, do you have any concerns regarding the ability of the proposed guardian to serve in this role?
☒ NO ☐ YES If yes, please explain your concerns.

23. Has DSS ever investigated the proposed guardian?
X NO ☐ YES If yes, please explain the circumstances and provide any information the DSS record revealed that you believe the Court should know.
24. Did your investigation of the proposed guardian reveal anything that you believe the Court should know?
X NO ☐ YES If yes, please explain.
25. Do you believe the proposed guardian is an appropriate person to serve as guardian for the A.I.I. considering (i.) his or her geographic location, (ii.) his or her familial or other relationship, (iii) his or her ability to carry out the duties of the guardianship, (iv) his or her potential conflict of interests, (v) the wishes of the A.I.I., and (vi) the recommendations of the relatives of the A.I.I.? Provide a detailed response.
Yes. Mrs. Parsons is well known to the Probate Court and has served on multiple cases throughout the years in various capacities. She is well versed in dementia and the resources for patients with dementia. She has done an excellent job as the temporary guardian in this matter and would be the most appropriate person to serve.
26. Did your investigation reveal any other person who should be considered to be appointed the guardian in this matter? X NO ☐ YES If yes, please explain, including the name, address, telephone number, age, and relationship to the A.I.I.

III. REPORT ON THE PROPOSED CONSERVATOR

(If there is not a Petition for Appointment of Conservator pending, proceed to **Section IV**).

27. Name of the proposed conservator: Caroline York Grist Lyon
28. Relationship of the proposed conservator to the A.I.I.: Sister
29. Is the proposed conservator currently the primary person assisting the A.I.I. with his or her finances?
☐ YES X NO If no, who is?
Stacy Desiree Grist
30. What assets does the A.I.I. own or income does the A.I.I. receive that necessitates the need for a conservator?
Dr. Grist owns real estate, receives employment income, has 3 active checking accounts, 2 money market accounts, IRA's, Stocks, Bonds, Cash, the Veterinary practice, and term-life insurance.
31. Upon review of the proposed conservator's criminal background check, do you have any concerns regarding the ability of the proposed conservator to serve in this role?
X NO ☐ YES If yes, please explain your concerns.

32. Has DSS ever investigated the proposed conservator? ☒ NO ☐ YES If yes, please explain the circumstances and provide any information the DSS record revealed that you believe the Court should know.
33. Upon review of the proposed conservator's credit report, do you have any concerns regarding the ability of the proposed conservator to serve in this role? ☒ NO ☐ YES If yes, please explain your concerns.
34. Did your investigation of the proposed conservator reveal anything that you believe the Court should know? ☒ NO ☐ YES If yes, please explain.
35. Do you believe the proposed conservator is an appropriate person to serve as conservator for the A.I.I. considering (i) his or her geographic location, (ii) his or her familial or other relationship, (iii) his or her ability to carry out the duties of the conservatorship, (iv) his or her potential conflict of interests, (v) the wishes of the A.I.I., and (vi) the recommendations of the relatives of the A.I.I.? Provide a detailed response.
Due to the family discord and conflict in this case, it is my recommendation to the court to appoint a 3rd party professional conservator. This will allow for transparency among the parties. Mrs. Lyon also resides out of state in Rabun gap, Ga.
36. Did your investigation reveal any other person who should be considered to be appointed the conservator in this matter? ☐ NO ☒ YES If yes, please explain, including the name, address, telephone number, age, and relationship to the A.I.I.
A third-party professional conservator appointed by the Court.

IV. REPORT ON THE CONDITIONS OF PRESENT PLACE OF RESIDENCE AND FUTURE RESIDENCE

37. Date and time visited: 8/18/20 at 11 am and 9/2/20 at 3:00 pm
38. Address (including street, city, county, state, zip):
900 Old Highway 23 South, Traveler's rest, SC, Greenville County, 29690
39. Type of abode:
One level abode.
40. Condition:
- a. Exterior: Fair, no noticeable areas of concern
 - b. Utilities working: Yes
 - c. Interior: Neat and clean, home-like with family pictures
 - d. Cleanliness: Clean

e. Fire hazards: Dr. Grist would require assistance to safely evacuate in the event of a fire.
Smoke detectors were present in the residence.

f. Other (explain): _____

41. Is there a proposed change in the residential plan for the A.I.I.? ☒ NO ☐ YES If yes, please explain the plan and whether you believe the plan is in the best interest of the A.I.I.

V. CONCLUSIONS AND ADDITIONAL COMMENTS

42 Do you believe the A.I.I. is an incapacitated person pursuant to S.C. Code Ann. §62-5-101(13)? ☒ YES ☐ NO

43. Do you believe the A.I.I. needs a guardian? ☒ YES ☐ NO

44. Do you believe there is a less restrictive alternative to the guardianship or limitations that should be placed on a guardian? ☒ NO ☐ YES If yes, please explain.

Due to Dr. Grist's significant cognitive deficits (he is currently unable to remember how to use a cell phone), he requires a Guardian to make decisions as outlined in this report for him.

45 Pursuant to S.C. Code Ann. §62-5-304A(B), as Guardian *ad Litem*, I believe that a guardian's rights and powers shall include, but not be limited to:

(Check the rights and powers you recommend be vested with a guardian.)

- a. ☒ Determine the place where the ward shall reside and consent or withhold consent to any residential or custodial placement;
- b. ☒ Consent to travel;
- c. ☒ Consent or refuse to consent to visitation with family, friends, and others;
- d. ☒ Give, withhold, or withdraw consent and make other informed decisions relative to medical mental, or physical examinations, care, treatment, and therapies.
- e. ☒ Make end-of-life decisions including, but not limited to, a "do not resuscitate" order or the application of any medical procedures intended solely to sustain life and consent or withhold consent to artificial nutrition and hydration;
- f. ☒ Consent or refuse to consent to hospitalization and discharge or transfer to a residential setting, group home, or other facility for additional care and treatment;
- g. ☒ Authorize disclosure of confidential information;
- h. ☒ Consent to employment;
- i. ☒ Make, modify, or terminate contracts related to the duties of the Guardian;
- j. ☒ Consent to or refuse educational services; and
- k. ☒ Bring or defend any action at law or equity.

If necessary, please explain these recommendations. If additional space is needed, please use additional sheets and attach.

Dr. Grist continues to receive a salary and benefits through his veterinary practice which is important for his care needs to be paid for and insurance and other benefits to continue. This needs to be taken into consideration with determining employment.

46. Do you believe the A.I.I. needs a conservator? ☒ YES ☐ NO
47. Do you believe there is a less restrictive alternative to the conservatorship or limitations that should be placed on a conservator? ☒ NO ☐ YES If yes, please explain.
48. Prior to your appointment, did you know the A.I.I.? ☒ NO ☐ YES If yes, please explain.
49. Prior to your appointment, did you know the person(s) seeking appointment as guardian and/or conservator? ☐ NO ☒ YES If yes, please explain.
I have known Mrs. Tracy Parson as an associate in the field and have worked with her on multiple occasions.
50. Prior to your appointment, did you or do you now have a personal interest in these proceedings? ☒ NO ☐ YES If yes, please explain.
51. Do you believe there should be a formal hearing on this matter even if all parties are in agreement? ☐ NO ☒ YES If yes, please explain.
Due to the multiple representations and conflict of the parties, a formal hearing would be recommended to have everything on the record.
52. Do you have any other recommendations relevant to this matter? ☒ NO ☐ YES If yes, please explain.

Signature: _____
Name: Jennifer Browning, LISW-CP

Page 9 of 10

Address: 311 Mills Avenue
Greenville, SC 29605
Telephone: (864) 233-5260 ext 201
Email: jenniferbrowning@browninggeriatric.com
Attorney for: N/A

Executed this 29th day of January , 20 21 .

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

Plaintiffs,

v.

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

Defendants

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Case No. 2022-CP-23-04055

**AFFIDAVIT OF STACEY GRIST
IN OPPOSITION TO
JENNIFER BROWNING, AND BROWNING
GERIATRIC CONSULTING, LLC'S
MOTION FOR SUMMARY JUDGMENT**

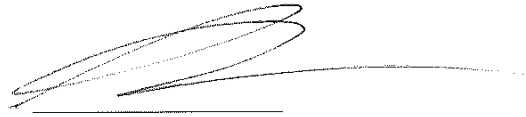
PERSONALLY, APPEARED BEFORE ME, the undersigned, who being first duly sworn, deposes and states as follow:

1. My name is Stacey Grist and I am over the age of eighteen (18) years old and otherwise competent to make this affidavit. I am submitting this affidavit pursuant to SCRCP 56(f).
2. I am a resident of Greenville County, in the State of South Carolina.
3. I am informed and believe this information to be true, based on information provided to me.
4. Critical discovery is outstanding in this case.
5. Hearings on outstanding discovery are not scheduled until January 15, 2025.

THEREFORE, summary judgment is premature under SCRCP 56(f).

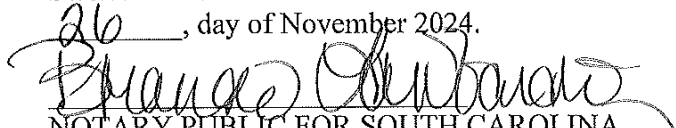
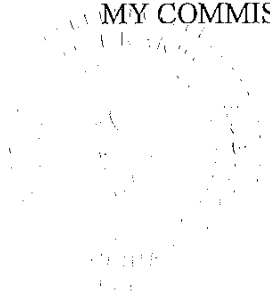
Further affiant saith not.

1



Stacey Grist

Sworn to and subscribed before me this
26, day of November 2024.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 7-21-2026

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

v.

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

Defendants

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Case No. 2022-CP-23-04055

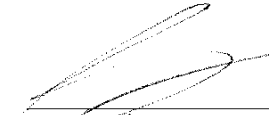
**AFFIDAVIT OF STACEY GRIST
IN OPPOSITION TO
TRACY PARSONS'
MOTION FOR SUMMARY JUDGMENT**

PERSONALLY, APPEARED BEFORE ME, the undersigned, who being first duly sworn, deposes and states as follow:

1. My name is Stacey Grist and I am over the age of eighteen (18) years old and otherwise competent to make this affidavit. I am submitting this affidavit pursuant to SCRCP 56(f).
2. I am a resident of Greenville County, in the State of South Carolina.
3. I am informed and believe this information to be true, based on information provided to me.
4. Critical discovery is outstanding in this case.
5. Hearings on outstanding discovery are not scheduled until January 15, 2025.

THEREFORE, summary judgment is premature under SCRCP 56(f).

Further affiant saith not.

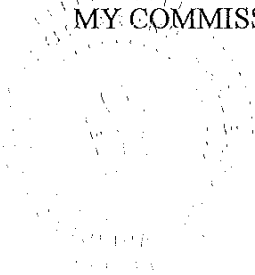

Stacey Grist

Sworn to and subscribed before me this
26, day of November 2024.



NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 7-21-23



STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

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

Plaintiffs,

v.

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

Defendants

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

Case No. 2022-CP-23-04055

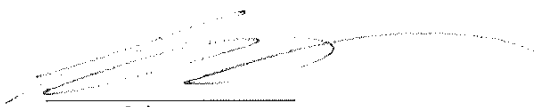
**AFFIDAVIT OF STACEY GRIST
IN OPPOSITION TO
KIKI'S KARE, LLC D/B/A COMFORT
KEEPERS, ERIN COUCHELL, INDIVIDUALLY,
AND AS A MEMBER OF KIKI'S CARE, CHRIS
COUCHELL INDIVIDUALLY AND AS A
MEMBER FO KIKI'S KARE, LLC
MOTION FOR SUMMARY JUDGMENT**

PERSONALLY, APPEARED BEFORE ME, the undersigned, who being first duly sworn, deposes and states as follow:

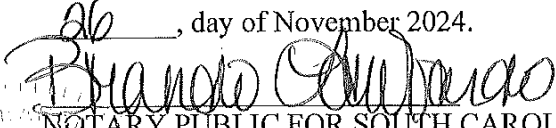
1. My name is Stacey Grist and I am over the age of eighteen (18) years old and otherwise competent to make this affidavit. I am submitting this affidavit pursuant to SCRCP 56(f).
2. I am a resident of Greenville County, in the State of South Carolina.
3. I am informed and believe this information to be true, based on information provided to me.
4. Critical discovery is outstanding in this case.
5. Hearings on outstanding discovery are not scheduled until January 15,2025.

THEREFORE, summary judgment is premature under SCRCP 56(f).

Further affiant saith not.


Stacey Grist

Sworn to and subscribed before me this
26, day of November 2024.


NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 7-21-2030

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,	)	MOTION TO COMPEL DEPOSITION
	)	OF PRISCILLA MICKIE GRIST &
v.	)	MEMORANDUM IN OPPOSITION TO
	)	DEFENDANT'S MOTION TO
Priscilla Mickie Grist, Caroline York Grist	)	QUASH/STAY DEPOSITION
Lyon, Leyland H. Lyon, Jr., Jennifer	)	SUBPOENA AND FOR A PROTECTIVE
Browning, Browning Geriatrics Consulting	)	ORDER
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.	)	
	)	

Stacey Grist, as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2005, Stanford Veterinary Services, LLC, Chestnut Ridge Farm, LLC, and Hilly Street, LLC ("Plaintiff"), by and through his undersigned counsel, hereby files this Motion and Memorandum in support of Motion to Compel/Memorandum in opposition to Defendant's Motion to Quash/Stay Deposition Subpoena and for a Protective Order concerning Priscilla Mickie Grist ("Defendant Grist").

Facts Relevant to the Instant Motion

On or about October 15, 2024 Defendant Grist was noticed to sit for a deposition at the Law Offices of Truluck Thomason, LLC on November 14, 2024.

On November 14, 2024 Defendant Grist, accompanied by her attorney Jessica Ferguson of Tuner Padgett Graham and Laney, P.A., sat for what was scheduled as a half-day deposition seeking testimony related to the serious allegations set forth more fully in the Second Amended Complaint filed January 29, 2024.¹ The witness was sworn and placed under oath at deposition 10:22 am EST, marking the commencement of the deposition. However, by 10:51 am EST Defendant Grist, in what can only be viewed as an ongoing and systematic need to engage in dilatory conduct - a characteristic she seemingly shares with her co-defendants - unilaterally terminated the deposition and immediately left the premises. Prior to her exit, the following exchange occurred:

“The Witness:	I would love to leave. I really would.
Ms. Ferguson:	Do you want a breather?
The Witness:	Yeah, I would just love to leave.
Ms. Thomason:	You do - -
The Witness:	I’ll just do this another day.
Ms. Thomason:	You - -
Ms. Ferguson:	Hey, hey, hey. So can [can’t] [sic] do that, but let’s take a breather.
The Witness:	I can
Ms. Ferguson:	Okay?
The Witness:	Actually, I can. Come on baby.

(A short break transpired)

Ms. Thomason:	Okay. We’re back on the record just to make note of the fact that the witness terminated the deposition and left, and so we’ll leave the deposition open - -
Ms. Ferguson:	I agree to that.
Ms. Thomason:	- - to complete at a later date.
Ms. Ferguson:	Yeah, agreed.”

On Monday November 18, 2024, Ms. Thomason, counsel for Plaintiff, contacted Ms. Ferguson in hopes of quickly rescheduling what every party to the case understood to be a critical

¹ This suit was originally filed August 1, 2022.

deposition. (Ex. 1). Just over an hour later Ms. Ferguson requested that her legal assistant would help coordinate the same. *Id.* On November 20, 2024, presumably after confirming Defendant Grist's availability, the parties agreed on a December 6, 2024 deposition date. *Id.* The very next day Plaintiff sent Defendant Grist a Notice of Deposition, accompanied by a Certificate of Service for the same, scheduled to begin at 10:00 am EST at the Law Offices of Truluck Thomason, LLC. (Ex. 2).

Given the "open" status of Defendant Grist's deposition, Plaintiff, in addition to re-noticing Defendant Grist's deposition, also issued a subpoena *duces tecum* to Verizon Wireless, seeking production of Defendant Grist's phone records on the day of the originally scheduled deposition.

On Thursday December 5, 2024 at 11:48 am EST, Ms. Thomason received an email from Ms. Ferguson which read, in pertinent part: "...my client will not sit to continue her deposition tomorrow for fear of another panic attack. She is willing to answer questions in discovery, but seeks another format."²

The instant Motion followed.

Argument

I. Defendant Grist has failed to articulate why, as a party to this case, she is entitled to R. 45 SCRCP protections.

Rule 45(c)(3)(A) of the SCRCP reads: "On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection **directed to a non-party**, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it..." R. 45(c)(3)(A) SCRCP (emphasis added). Therefore, the portion of Defendant Grist's Motion seeking

² Despite having no desire to do so, Plaintiff sat for a more than ten hour deposition on December 14, 2023 which commenced at 10:03 am EST and concluded at 8:15 pm EST.

an order quashing Plaintiff's subpoena *duces tecum* issued upon Verizon Wireless is, on its face, procedurally prohibited.

Additionally, it is a legal fallacy to suggest that although R. 30(j)(5)-(6) SCRCPP permits the complete disregard of the attorney-client privilege in the limited context of off-the record conversations between an attorney and her client during the course of a deposition, that those same types of off the record conversations with non-attorneys concerning the substance of a deponent's testimony is somehow subject to protections under any procedural rule.

For the foregoing reasons, Defendant Grist's Motion to Quash should be denied.

II. Defendant Grist has failed to articulate why the broad scope of discovery under R. 26 SCRCPP, and therefore by extension R. 30 SCRCPP, should be limited.

"In South Carolina the scope of discovery is very broad..." *Samples v. Mitchell*, 329 S.C. 105, 110, 495 S.E.2d 213, 215 (Ct. App. 1997). "The primary objective of discovery is to ensure that lawsuits are decided by what the facts reveal, not by what facts are concealed." *In re Anonymous Mbr. of S.C. Bar*, 346 S.C. 177, 182, 552 S.E.2d 10, 12 (2001). "The entire thrust of our discovery rules involves full and fair disclosure, to prevent a trial from becoming a guessing game or one of surprise for either party. In this respect, the discovery process is designed to "make a trial less a game of blind man's bluff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent." *Id.* Rule 30 SCRCPP reads, in pertinent part, "After commencement of an action any party may take the testimony of any person, including a party, by deposition upon oral examination." R. 30 SCRCPP. "Depositions are widely recognized as one of the "most powerful and productive" devices used in discovery. *In re Anonymous Mbr. of S.C. Bar*, 346 S.C. 177 (2001).

The breadth of R. 26 SCRCP, including a party's ability to take depositions subject to the limitations of R. 30, is infrequently impeded upon. Defendant Grist's Motion has alluded to no conduct, and more specifically conduct by Plaintiff's counsel that would run afoul of R. 30(j) SCRCP's directives regarding conduct during depositions, that would support Defendant Grist's ability to avoid the depositions that have now been noticed on two separate occasions. It is of particular importance to note that at no time, either before or after November 14, 2024 deposition did Defendant Grist move for a finding that the examination was being conducted in bad faith and serving only to unreasonably annoy, embarrass, or oppress.

The person requesting protection from the court or commission must initially show good cause by alleging a particularized harm that will result if the challenged discovery is had. The allegations of a particularized harm are usually in the form of a motion. *Hamm v. S.C. Pub. Serv. Comm'n*, 312 S.C. 238, 239, 439 S.E.2d 852, 853 (1994). Defendant Grist's suggestion that her anxiety would worsen is not the type of particularized "harm" contemplated by the rules of this State.

For the following reasons Defendant Grist's Motion for Order of Protection should be denied.

III. Plaintiff is entitled to an award of sanctions for having to respond to Defendant Grist's objectively baseless motion.

The selection of a sanction for discovery violations is within the trial court's discretion. *Kershaw County Bd. of Educ. v. United States Gypsum Co.*, 302 S.C. 390, 396 S.E.2d 369 (1990). Sanctions can range up to default or dismissal, and "[i]n determining the appropriateness of a sanction, the court should consider such factors as the precise nature of the discovery and the discovery posture of the case, willfulness, and degree of prejudice." *Griffin Grading & Clearing*,

Inc. v. Tire Service Equip. Mfg. Co., 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999) (citing *Laney v. Hefley*, 262 S.C. 54, 202 S.E.2d 12 (1974)). The sanction should be aimed at the specific conduct of the party sanctioned. *Id.* (citing *Balloon Plantation, Inc. v. Head Balloons, Inc.*, 303 S.C. 152, 399 S.E.2d 439 (Ct. App. 1990)).

“Where the sanction would be tantamount to granting a judgment by default, the moving party must show bad faith, willful disobedience or gross indifference to its rights to justify the sanction.” *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 198–99, 511 S.E.2d 716, 719 (Ct. App. 1999). South Carolina Courts have consistently upheld striking a party’s answer, dismissing its claims, and holding the non-complying party in default due to them failing to comply with a discovery order. *McNair v. Fairfield Cnty.*, 379 S.C. 462, 467, 665 S.E.2d 830, 832 (Ct. App. 2008) (“the defendant’s conduct in refusing to provide that which it has been ordered to produce is a serious affront to the integrity of the judicial system...Although we recognize the penalty is harsh, we find the trial court did not abuse its discretion in striking the County’s answer and dismissing the condemnation action.”); *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 199, 511 S.E.2d 716, 719 (Ct. App. 1999) (“If there was ever a case where striking a party’s pleading was an appropriate sanction, it is this case where the record is full of multiple, egregious discovery abuses that blocked the opposing party’s attempts to conduct meaningful discovery.”)

For over two years, Plaintiff has been blocked from taking Mickie Grist’s deposition. Finally, Defendant Mickie Grist appeared for her deposition; however after approximately fifteen (15) minutes of questioning, Defendant Grist informed Plaintiff’s counsel that she would not be answering any further questions and proceeded to storm out of Plaintiff’s office, leaving the deposition. Immediately following the flight of Defendant Grist, Defendant’s counsel assured

Plaintiff that Defendant Grist would sit again for another deposition. Now Defendant Grist has filed this egregious motion contrary to her counsel's statement. The blatant falsity told to Plaintiff's counsel in addition to Defendant Grist's refusal for over two years to provide any discovery to Plaintiff is a serious affront to the integrity of the judicial system and can only be done in bad faith. For the foregoing reasons, Plaintiff requests the Court to dismiss Defendant's motion, to order Defendant to sit for deposition immediately, and to pay Plaintiff's attorney's fees in being forced to bring this motion.

Conclusion

Defendant Grist's conduct during the November 14, 2024 deposition, and subsequent conduct stemming from the issuance of the agreed upon second notice of deposition warrants a finding of actions against Defendant Grist, including but not limited to the striking of her pleadings, and an award of fees and costs, including but not limited to attorney's fees.

Respectfully Submitted this
6th day of December, 2024

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy
Devon M. Puriefoy
SC Bar No.: 102097
3 Boyce Avenue
Greenville, SC 29601
T: (864) 331-1751
devon@truluckthomason.com

Attorney for Plaintiff



Outlook

Re: Mickie Grist Depo**From** Brandi Larobardiere <brandi@truluckthomason.com>**Date** Wed 11/20/2024 2:38 PM**To** Vedane, Anna <AVedane@TurnerPadget.com>

I have sent an email to all counsel regarding December 6th.

Thank you,

Braudi

**Brandi Larobardiere**

Paralegal

brandi@truluckthomason.com

3 Boyce Avenue, Greenville, SC 29601

T & F 864-331-1751

www.truluckthomason.com

PRIVILEGE AND CONFIDENTIALITY NOTICE: This communication (including any attachments) is being sent by or on behalf of a lawyer or law firm and may contain confidential or legally privileged information. The sender does not intend to waive any privilege, including the attorney-client privilege, that may attach to this communication. If you are not the intended recipient, you are not authorized to intercept, read, print, retain, copy, forward or disseminate this communication. If you have received this communication in error, please notify the sender immediately by email and delete this communication and all copies.

From: "Vedane, Anna" <AVedane@TurnerPadget.com>**Date:** Wednesday, November 20, 2024 at 12:28 PM**To:** Brandi Larobardiere <brandi@truluckthomason.com>**Cc:** "Ferguson, Jessica S." <JFerguson@TurnerPadget.com>, Devon Puriefoy <devon@truluckthomason.com>, Kimberly Thomason <kim@truluckthomason.com>, "Grant, Andrea M" <AGrant@TurnerPadget.com>**Subject:** RE: Mickie Grist Depo

Good Afternoon,

I would be happy to help get that deposition rescheduled. Jessica has the following availability:

December 2 at 9:30am

December 6 at 10:00am

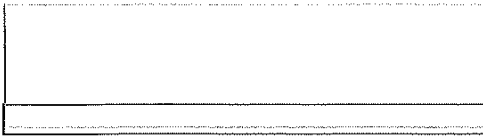
December 9 at 1:00pm

If any of these dates work, I can get that on the calendar or am happy to provide more after the mediation date.

Thank you,

12/5/24, 4:25 PM

Mail - Brandi Larobardiere - Outlook



Anna Vedane
Receptionist
PO Box 1509 | Greenville, SC 29602
200 East Broad Street, Suite 250 | Greenville, SC 29601
864-552-4600 | Fax
avedane@turnerpadget.com
[vCard](#) | [Location](#)

From: Brandi Larobardiere <brandi@truluckthomason.com>
Sent: Wednesday, November 20, 2024 11:12 AM
To: Vedane, Anna <AVedane@TurnerPadget.com>
Cc: Ferguson, Jessica S. <JFerguson@TurnerPadget.com>; Devon Puriefoy <devon@truluckthomason.com>; Kimberly Thomason <kim@truluckthomason.com>; Grant, Andrea M <AGrant@TurnerPadget.com>
Subject: Re: Mickie Grist Depo

Anna,
Following up on potential dates for Ms. Grist's deposition. Would you provide Ms. Ferguson's availability to resume the deposition?
Thank you,
Brandi



Brandi Larobardiere
Paralegal
brandi@truluckthomason.com
3 Boyce Avenue, Greenville, SC 29601
T & F 864-331-1751
www.truluckthomason.com

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From: "Ferguson, Jessica S." <JFerguson@TurnerPadget.com>
Date: Monday, November 18, 2024 at 4:24 PM
To: Kimberly Thomason <kim@truluckthomason.com>, Devon Puriefoy <devon@truluckthomason.com>, Brandi Larobardiere <brandi@truluckthomason.com>, "Vedane, Anna" <AVedane@TurnerPadget.com>, "Grant, Andrea M" <AGrant@TurnerPadget.com>
Subject: RE: Mickie Grist Depo

Kim,

I hope you did as well.

Let's find a date and time that works for us?

<https://outlook.office365.com/mail/id/AAQkAGEzMmJmMjllLWEiYmMtNGJIMCIiNDIxLTlhOGQ0NzlwZjVlYyWAQAF3DqWRBhyBHilGP0PGjcHE%3D>

ELECTRONICALLY FILED - 2024 Dec 06 2:12 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

2/3

12/5/24, 4:25 PM

Mail - Brandi Larobardiere - Outlook

Anna Grace, my Legal Assistant, can help coordinate. AGV - please provide Kim some upcoming half-days I am available to resume Pricilla's deposition.

Also – may I have a copy of the forensic accounting to provide my client before her continuing deposition?

Thank you,



Jessica Ferguson
Associate Attorney
PO Box 1509 | Greenville, SC 29602
200 East Broad Street, Suite 250 | Greenville, SC 29601
864-552-4626 | Fax 864-282-5989
jferguson@turnerpadget.com
[vCard](#) | [Location](#)

From: Kimberly Thomason <kim@truluckthomason.com>
Sent: Monday, November 18, 2024 3:14 PM
To: Ferguson, Jessica S. <jferguson@turnerpadget.com>; Devon Puriefoy <devon@truluckthomason.com>; Brandi Larobardiere <brandi@truluckthomason.com>
Subject: Mickie Grist Depo

Jessica,

I hope you had a nice weekend. I am following up to get an idea of when we can expect to resume your client's deposition. If we need to discuss further, just let me know your availability for a call and we can coordinate.

I look forward to hearing back from you.

Thanks in advance,

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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ELECTRONICALLY FILED - 2024 Dec 06 2:12 PM - GREENVILLE - COMMON PLEAS - CASE#2022CP2304055

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	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: Priscilla Mickie Grist

PLACE OF DEPOSITION: Truluck Thomason, LLC
3 Boyce Ave.
Greenville, SC 29601

DATE AND TIME: December 6, 2024 at 10:00 AM

COURT REPORTER: Legal Eagle, Inc

Respectfully submitted,
TRULUCK THOMASON, LLC

s/Devon M. Puriefoy
Devon M. Puriefoy
S.C. Bar No. 102097
3 Boyce Avenue
Greenville, SC 29601
Phone: (864) 331-1751
Facsimile: (864) 243-8115
devon@truluckthomason.com
Attorney for Plaintiff

Greenville, SC

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

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

Case No.: 2022-CP-23-04055

Plaintiffs,

v.

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, **November 21, 2024** I served *Notice of Deposition*, on counsel for the Defendants by email to the below addresses:

Thomas Barlowe
Halligan Mahoney Williams Smith Fawley &
Reagle, P.A.
tbarlow@hmwlegal.com

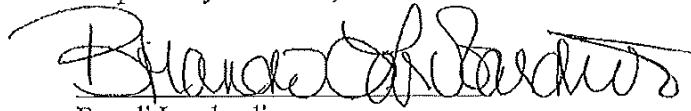
Fred W. Suggs, III
Roe, Cassidy, Coates & Price, P.A.
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Curtis Dowling
Barnes Alford Stork & Johnson, L.L.P.
curtis@basjlaw.com

Jessica Ferguson
Turner Padget
jferguson@turnerpadget.com

Robert M. Peele, III
Collins & Lacy, P.A.
rpeele@collinsandlacy.com

Respectfully submitted,



Brandi Larobardiere
Paralegal

SWORN TO before this 2^{1st}
Day of November, 2024



Notary Public for South Carolina

My Commission expires: 2/10/2033

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	)	KIKI'S KARE, LLC'S d/b/a COMFORT
December 5, 2005, Stanford Grist	)	KEEPERS, ERIN COUCHELL'S
Veterinary Services, LLC, Chestnut Ridge	)	INDIVIUDALLY AND AS A MEMBER OF
Farm, LLC, and Hilly Street, LLC,	)	KIKI'S KARE, AND CHRIS
	)	COUCHELL'S INDIVIDUALLY AND AS
Plaintiffs,	)	A REMEMBER OF KIKI'S KARE RULE
	)	59(e), SCRCP MOTION FOR
vs.	)	RECONSIDERATION
	)	
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, Erin Couchell Individually and as a Member of Kiki's Kare, and Chris Couchell Individually and as a Member of Kiki's Kare (hereinafter "Kiki's Kare" and "The Couchells") respectfully submit this Motion for Reconsideration pursuant to Rule 59(e), SCRCP. Specifically, Kiki's Kare and The Couchells are seeking clarification of Judge Gravely's January 6, 2025 Order Granting Kiki's Kare and The Couchells Motion for Summary Judgment. In support of this Motion, Kiki's Kare and The Couchells shows the Court as follows:

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent “highly unusual circumstances” U.S. ex rel. Becher v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court’s ruling will not support Rule 59(e) relief.¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate and intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A/ No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59 (e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling...warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designers Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 155, 135 781 S.E.2d 126, 137 (Ct. App. 2015).

ARGUMENT

Kiki’s Kare and The Couchells seek clarification on Judge Gravely’s January 6, 2025 Order Granting Kiki’s Kare’s and The Couchells’ Motion for Summary Judgment. *See Exhibit A, Judge*

¹ Rule 59 is substantially the same as the Federal Rule. *See Elm v. S.C. Dep’t of Transp.*, 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) (“Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.”).

Perry Gravely's January 6, 2025 Order granting Kiki's Kare's and The Couchells' Motion for Summary Judgment. Specifically, Kiki's Kare and The Couchells point the Court to page 10 of this Order which states the following:

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

Id. At 10.

Kiki's Kare and The Couchells filed and argued their Motion to Sever on August 5, 2024. The basis of this motion were the claims for Abuse of Process/Aiding and Abetting Abuse of Process (3rd); Civil Conspiracy (4th); Intentional Interference with a Business Contract (6th); Disinheritance (7th); and Violation of the Power of Attorney Act (8th) sound in probate and trying the abuse and probate allegations together would confuse the jury as it would require the jury to hear evidence entirely unrelated, irrelevant, and prejudicial to Kiki's Kare and The Couchells, will unnecessarily prolong trial, will cause unnecessary expense, and will result in unnecessary trial complexity. *See Exhibit B, Judge G.D. Morgan's August 28, 2024 Order granting Kiki's Kare's and The Couchells' Motion to Sever.*

Kiki's Kare's and The Couchells' argument was based on the four-part test as illustrated in Cramer v. Walley, 5:14-cv-03857-JMC, 2015 WL 3968155 (D.S.C. June 30, 2015), and both Defendants demonstrated why severing five causes of action would be

appropriate as they had nothing to do with these Defendants. Judge Morgan heard the arguments and agreed these five causes of action were not appropriate against Kiki's Kare and The Couchells and ordered them severed. *Id.*

The purpose of this Motion to Reconsider is to seek clarification as to the remaining causes of action against Kiki's Kare and The Couchells. If one is looking at both Judge Morgan's and Judge Gravely's Orders, then it appears Violation of Unfair Trade Practices Act (5th) is the lone remaining cause of action. Out of abundance of caution the undersigned is seeking guidance from The Court without assuming anything.

CONCLUSION

Both Kiki's Kare and The Couchells believe Violation of Unfair Trade Practices Act (5th) is the sole remaining cause of action against both defendants. However, Judge Gravely's January 6, 2025 casts doubt on this assumption as he lists Abuse of Process/Aiding and Abetting Abuse of Process (3rd); Civil Conspiracy (4th); Violation of Unfair Trade Practices Act (5th); and Violation of the Power of Attorney Act (8th) as the remaining causes of action. Out of an abundance of caution the undersigned is seeking clarification on this issue.

Respectfully submitted,

TURNER PADGET GRAHAM & LANEY, PA

By: s/ Robert M. Peele, III
Robert M. Peele, III, Esquire
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Post Office Box 1473
Columbia, SC 29202
(803) 254-2200 (telephone)
(803) 400-1483 (fax)

Columbia, South Carolina
January 13, 2025

*Attorneys for Kiki's Kare, LLC, Erin
Couchell and Chris Couchell*

EXHIBIT A

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

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

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

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

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

STANDARD OF REVIEW

A court will grant a moving party's motion for summary judgment when "there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP. 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, SCRCP); see also Salmonsens v. CGD, Inc., 377 S.C. 442, 661 S.E.2d 81 (2008) (noting that interpretations of the Federal Rules of Civil Procedure are instructive in interpreting their South Carolina counterparts); S.C. Tax Com'n v. Union Cty. Treasurer, 295 S.C. 257, 368 S.E.2d 72 (Ct. App. 1988) (the same).

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

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

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

Ultimately, the Supreme Court opined,

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

Id. at *3.

DISCUSSION

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

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

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

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

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

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

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

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

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

b. Negligent Hiring and Liability under Respondeat Superior

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

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

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

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

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

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

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

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

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

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

ADDITIONAL CAUSES OF CAUTION AGAINST THESE DEFENDANTS

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

CONCLUSION

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

IT IS SO ORDERED.

E-signature of Judge Gravely to follow



Greenville Common Pleas

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

So Ordered

s/ Honorable Perry H. Gravely, #2755

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EXHIBIT B

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,	)	ORDER GRANTING KIKI'S KARE, LLC
	)	d/b/a COMFORT KEEPERS, ERIN
	)	COUCHELL'S INDIVIDUALLY AND AS
	)	A MEMBER OF KIKI'S KARE AND
	)	CHRIS COUCHELL INDIVIDUALLY
	)	AND AS A MEMBER OF KIKI'S KARE
	)	MOTION TO SEVER
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.	)	

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

BACKGROUND

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

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

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

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

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

DISCUSSION

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

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

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

¹ Rule 21, SCRCP.

² Rule 18(c), SCRCP.

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

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

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

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

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

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

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

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

CONCLUSION

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

IT IS SO ORDERED.

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

Greenville, South Carolina

August 19, 2024



Greenville Common Pleas

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

So Ordered

G.D. Morgan Jr.

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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/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.)

COME NOW the Plaintiff Stacey Grist as Agent under Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2025, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC and Hilly Street LLC, by and through their undersigned counsel and pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, to Alter and/or Amend this Court's January 6, 2025, Order, granting Defendant Tracy Parsons' Motion for Summary Judgment.

WHEREFORE, Plaintiff respectfully requests this Court alter or amend its January 6, 2025

Order granting Defendant's Motion for Summary Judgment.

Respectfully Submitted,
This 16th day of January 2025.

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy
Devon M. Puriefoy
S.C. Bar No.:102097
s/ Kimberly T. Thomason
Kimberly T. Thomason
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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) FOR THE THIRTEENTH JUDICIAL CIRCUIT
)

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

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

Plaintiffs,) **MEMORANDUM OF LAW IN SUPPORT OF**
PLAINTIFF'S MOTION TO
ALTER/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.)
)

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.: 2023-CP-23-04899

Plaintiffs,)
)

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

Plaintiff, Stacey Grist, by and through her undersigned counsel, files this Memorandum in Support of her Motion to Alter or Amend Judgment Pursuant to Rules 59 of the South Carolina Rules of Civil Procedure ("SCRCP").

INTRODUCTION

Plaintiff adopts and incorporates herein by reference, all factual allegations and legal positions expounded upon in Plaintiff's January 29th, 2024 Second Amended Complaint.

LEGAL STANDARD

S.C.R.C.P. 59

A motion for reconsideration pursuant to Rule 59(e), is appropriate to "correct a clear error of law or prevent manifest injustice." *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994). The purpose of a motion filed pursuant to Rule 59(e) of the SCRCP is to "request the trial judge to reconsider matters properly encompassed in a decision on the merits." *Bean v. SC Central Rail. Co., Inc.*, 392 S.C. 532, 554 (Ct. App. 2011). Rule 59 motions are appropriate, and should be granted, if the district court finds that there has been an intervening

change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

This Motion stems from this Court's granting of Defendant Tracy Parsons' Motion for Summary Judgment. "Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law." *Carolina Alliance for Fair Employment v. South Carolina Dep't of Labor, Licensing and Regulation, et al.*, 337 S.C. 476, 523 S.E.2d 795, 1999 S.C. App. LEXIS 155 (S.C. Ct. App. 1999). "Because it is a drastic remedy, summary judgment should be cautiously invoked so no person will be improperly deprived of a trial of the disputed factual issues." *Id.* Rule 60(b) authorizes a district court, on motion and upon such terms as are just, to relieve a party from a final judgment, order, or proceeding for any "reason justifying relief from the operation of the judgment." *Aikens v. Ingram*, 652 F.3d 496, 500–01 (4th Cir. 2011). "Relief under this section is within the sound discretion of the circuit court and will not be disturbed absent a clear abuse of that discretion." *Goodson v. Am. Bankers Ins. Co. of Fla.*, 295 S.C. 400, 402, 368 S.E.2d 687, 689 (Ct.App.1988). "Such an abuse arises when the circuit court issuing the order was controlled by an error of law or when the order, based upon factual conclusions, is without evidentiary support." *Id.*

ARGUMENT

- I. Plaintiff's Motion to Alter or Amend should be granted as there were (1) legal and factual conclusions contained in the judgment that are not supported by the evidence; and (2) clear error with this Court's findings which has given rise to manifest injustice.**
 - a. The Court erroneously states that Plaintiff did not provide any evidence to explain why Ms. Parsons' deposition was not taken.**

While it is a well-established fact that review of a summary judgment decision is governed by an abuse of discretion standard, the Court's decision to deny Plaintiff the opportunity to depose Ms. Parsons – when Plaintiff had clearly preserved that right in court – was an abuse of discretion that resulted in manifest injustice. The Court's January 6th Order states that "Plaintiffs have not advanced *any* reason – much less a good reason – why necessary discovery was not completed in the last 28 months." This conclusion overlooks the critical fact that Plaintiff was unable to proceed with the deposition due to Defendant's actions, including the imposition of numerous and unjustified limitations on the scope of permissible questions and seeking a Protective Order to block Plaintiff from taking the deposition. Plaintiff's counsel stated these facts on the record, specifically identifying the obstacles raised by Defendant and preserved the right to take the deposition once these issues could be resolved. Defendant erroneously stated that Plaintiff stated he did not intend to take the deposition. What Plaintiff's counsel said was that it would be moot if the Court granted Plaintiff's Motion to Stay. The Court determined to rule on the Defendant's Motion for Protective Order at a later date if the Motion to Stay was denied. Defendants have played discovery games throughout this process. Plaintiff's counsel had no reason to believe he would be allowed to question Defendant fully when the deposition was coordinated with co-defendants who had previously also filed for Protective Orders. Plaintiff's counsel did agree that he would not recall Defendant Browning for a deposition after her attorney stopped her prematurely without good cause. It is true that Plaintiff is entitled to take Defendants' deposition one time, that is also the reason Plaintiff did not question her at Defendant's deposition where the scope of Defendant's questioning was limited to a few basis questions. By failing to consider or address these important facts, the Court not only ignored Plaintiff's preservation of rights but also failed to acknowledge the long and

difficult procedural history of this case. It is well-settled that the Court cannot simply disregard facts or fail to acknowledge an issue properly raised by a party, particularly when those issues are central to the proper administration of justice and when ignored, cause manifest injustice towards the Plaintiff. The Court's failure to address these critical points constitutes a clear error of law, which warrants the alteration and amendment of its summary judgment ruling.

b. The Court erred in failing to address any of the seven examples evidencing Ms. Parson acted outside the scope of her duties as guardian.

In Plaintiff's Memorandum in Opposition to Summary Judgment, Plaintiff provides no less than seven instances where Ms. Parsons acted outside the scope of her duties as Dr. Grist's court appointed guardian. The Court's January 6th Order states "Stacey Grist was unable to articulate any wrongful conduct by Ms. Parsons." Stacey Grist, by and through her counsel, provides more than ample evidence supporting the claims that Ms. Parsons acted outside the scope of her appointment yet the Court ignores all evidence, reaching a conclusion without reasonable factual support resulting in prejudice to the right of the appellant, and therefore is a clear error of law. *See. Dunn v. Dunn* 298 S.C. 499, 381 S.E.2d 734 (1989). The Court must at least evaluate and consider the evidence presented. *See. Schmidt v. Courtney*, 356 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003).

The Court's Order goes through Plaintiff's claims, one by one, citing various supporting case law regarding each claim, and for each claim, merely states "there is no record evidence," or "there is no evidence in the record supporting such a claim," and "the record lacks evidence." The Court does not address the evidence provided and merely relies on Defendant's allegations regarding immunity. These conclusions wholly lack evidentiary support which result in severe prejudice to the Plaintiff and therefore the Motion to Alter and Amend must be granted.

c. The Court ignored deposition testimony and other evidence presented by Plaintiff in her Memorandum in opposition of Summary Judgement and reached conclusions of fact not consistent with the evidence presented.

Additionally, the Court fails to address the entirety of the evidence presented in Stacey Grist's second deposition testimony. The Court erroneously stated that Plaintiff, Stacey Grist, was unable to articulate any wrongful conduct by Ms. Parsons. This assertion is unsupported by the entirety of the factual record. In forming its conclusion, the Court relies solely on Stacey Grist's June 2022 deposition. The Court fails to address that at the time of Stacey Grist's first deposition on June 14, 2022 much of the other egregious treatment Dr. Grist suffered, had not yet occurred or had not been uncovered through discovery. In fact, much of the abuse and gross negligence that resulted in permanent damage to Dr. Grist transpired after this initial deposition. The Court's conclusion that "Stacey Grist later regretted her earlier testimony and attempted to take it back at a subsequent deposition" is not only false, but also fundamentally misguided and unsupported by the timeline of this case, as are the majority of the Court's conclusions of fact. The Court's comment demonstrates the Court's failure to be impartial, as they have weighed conflicting evidence and made a credibility determination in deciding that Plaintiff "regretted" her earlier testimony. She was deposed in the guardianship case and, only through the filing of the present case and the subsequent discovery did she learn the extent of the fraud, the gross negligence, the falsification of reports in conjunction with Ms. Browning and the cover up of the admission of the sexual abuse and physical abuse suffered by her father. The documentation reviewed in her deposition and in Browning's deposition and the substance of both clearly demonstrates, both corroborating testimony supporting various allegations, but on the flip side also material issues of fact. In fact, Plaintiff brought the current action based on what she knew at the time but also through

discovery learned more than she could have anticipated.

Concerning the Court's analysis regarding Stacey Grist's second deposition, the Court identifies a small portion of the deposition, particularly when Stacey Grist states she does not have a document evidencing Ms. McCreary's history of abuse. First, the Court fails to address that Plaintiff was in fact, unaware of the content of the video displaying sexual misconduct evidence as Adam Lee, Dr. Grist's previous attorney (who also represented Browning in another matter at the same time without disclosing the same to Dr. Grist), took possession of the tape and reviewed it in his office with only himself, Parsons and Browning . Second, during this second deposition, Defendant's counsel attempted to force Plaintiff to watch the video, to which she vehemently objected, expressing her unwillingness to witness such traumatic abuse of her father. Every attorney present at this deposition knew Stacey Grist had never seen this video, therefore did not have documentation at this time. Only after Stacey Grist's second deposition, during discovery, did Defendant's produce the document where Ms. McCreary admits to sexual intercourse with Dr. Grist. Therefore, Stacey Grist had no document at the time of either of her depositions. The Court's ruling that Ms. McCreary's misconduct to be unforeseeable, still does not address the evidence in Plaintiff's complaint regarding Ms. Parson's knowledge of the incident without taking remedial action. The Court reaches a conclusion wholly remote from Plaintiff's complaint, failing to address the necessary facts regarding Ms. Parson's negligence. Furthermore, there is extensive testimony of other instances that fall outside the scope of her employment, including admissions by Defendant Parsons did not "intend" to over sedate Dr. Grist. This was also presented in evidence to the Court. The Court is obligated to view *all of the evidence* in the light most favorable to the nonmoving party. Plaintiff respectfully requests the Court to read all of the evidence previously submitted by Plaintiffs, specifically the entirety of Stacey Grist's December

14, 2023 deposition, and the entirety of Jennifer Browning's deposition, all of which support our contentions.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant her Motion to Alter and Amend this Court's order granting Defendant's Motion for Summary Judgment.

Respectfully submitted
this 16th of January

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy

Devon M. Puriefoy

S.C. Bar No.: 102097

s/ Kimberly T. Thomason

Kimberly T. Thomason

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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
	)	
Stacey Grist as Agent under a Power of	)	
Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC	)	
	)	
Plaintiffs,	)	MEMORANDUM OF LAW IN SUPPORT OF
	)	PLAINTIFF'S MOTION TO
	)	ALTER/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	)	
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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, Stacey Grist, by and through her undersigned counsel, files this Memorandum in Support of her Motion to Alter or Amend Judgment Pursuant to Rules 59 of the South Carolina Rules of Civil Procedure ("SCRCP").

INTRODUCTION

Plaintiff adopts and incorporates herein by reference, all factual allegations and legal positions expounded upon in Plaintiff's January 29th, 2024 Second Amended Complaint.

LEGAL STANDARD

S.C.R.C.P. 59

A motion for reconsideration pursuant to Rule 59(e), is appropriate to “correct a clear error of law or prevent manifest injustice.” *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994). The purpose of a motion filed pursuant to Rule 59(e) of the SCRCP is to “request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Bean v. SC Central Rail. Co., Inc.*, 392 S.C. 532, 554 (Ct. App. 2011). Rule 59 motions are appropriate, and should be granted, if the district court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

This Motion stems from this Court’s granting of Defendant Tracy Parsons’ Motion for Summary Judgment. “Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law.” *Carolina Alliance for Fair Employment v. South Carolina Dep’t of Labor, Licensing and Regulation, et al.*, 337 S.C. 476, 523 S.E.2d 795, 1999 S.C. App. LEXIS 155 (S.C. Ct. App. 1999). “Because it is a drastic remedy, summary judgment should be cautiously invoked so no person will be improperly deprived of a trial of the disputed factual issues.” *Id.* Rule 60(b) authorizes a district court, on motion and upon such terms as are just, to relieve a party from a final judgment, order, or proceeding for any “reason justifying relief from the operation of the judgment.” *Aikens v. Ingram*, 652 F.3d 496, 500–01 (4th Cir. 2011). “Relief under this section is within the sound discretion of the circuit court and will not be disturbed absent a clear abuse of that discretion.” *Goodson v. Am. Bankers Ins. Co. of Fla.*, 295 S.C. 400, 402, 368 S.E.2d 687, 689 (Ct.App.1988). “Such an abuse arises when the circuit court

issuing the order was controlled by an error of law or when the order, based upon factual conclusions, is without evidentiary support.” *Id.*

ARGUMENT

Plaintiff’s Motion to Alter or Amend should be granted as there were (1) legal and factual conclusions contained in the judgment that are not supported by the evidence; and (2) clear error with this Court’s findings which has given rise to manifest injustice.

- a. The Court erroneously states that Plaintiff did not provide any evidence to explain why Ms. Parsons’ deposition was not taken.**

While it is a well-established fact that review of a summary judgment decision is governed by an abuse of discretion standard, the Court’s decision to deny Plaintiff the opportunity to depose Ms. Parsons – when Plaintiff had clearly preserved that right in court – was an abuse of discretion that resulted in manifest injustice. The Court’s January 6th Order stats that “Plaintiffs have not advanced *any* reason – much less a good reason – why necessary discovery was not completed in the last 28 months.” This conclusion overlooks the critical fact that Plaintiff was unable to proceed with the deposition due to Defendant’s actions, including the imposition of numerous and unjustified limitations on the scope of permissible questions and seeking a Protective Order to block Plaintiff from taking the deposition. Plaintiff’s counsel stated these facts on the record, specifically identifying the obstacles raised by Defendant and preserved the right to take the deposition once these issues could be resolved. Defendant erroneously stated that Plaintiff stated he did not intend to take the deposition. What Plaintiff’s counsel said was that it would be moot if the Court granted Plaintiff’s Motion to Stay. The Court determined to rule on the Defendant’s Motion for Protective Order at a later date if the Motion to Stay was denied. Defendants have played discovery games throughout this process. Plaintiff’s counsel had no reason to believe he would be allowed to

question Defendant fully when the deposition was coordinated with co-defendants who had previously also filed for Protective Orders. Plaintiff's counsel did agree that he would not recall Defendant Browning for a deposition after her attorney stopped her prematurely without good cause. It is true that Plaintiff is entitled to take Defendants' deposition one time, that is also the reason Plaintiff did not question her at Defendant's deposition where the scope of Defendant's questioning was limited to a few basis questions. By failing to consider or address these important facts, the Court not only ignored Plaintiff's preservation of rights but also failed to acknowledge the long and difficult procedural history of this case. It is well-settled that the Court cannot simply disregard facts or fail to acknowledge an issue properly raised by a party, particularly when those issues are central to the proper administration of justice and when ignored, cause manifest injustice towards the Plaintiff. The Court's failure to address these critical points constitutes a clear error of law, which warrants the alteration and amendment of its summary judgment ruling.

b. The Court erred in failing to address any of the seven examples evidencing Ms. Parson acted outside the scope of her duties as guardian.

In Plaintiff's Memorandum in Opposition to Summary Judgment, Plaintiff provides no less than seven instances where Ms. Parsons acted outside the scope of her duties as Dr. Grist's court appointed guardian. The Court's January 6th Order states "Stacey Grist was unable to articulate any wrongful conduct by Ms. Parsons." Stacey Grist, by and through her counsel, provides more than ample evidence supporting the claims that Ms. Parsons acted outside the scope of her appointment yet the Court ignores all evidence, reaching a conclusion without reasonable factual support resulting in prejudice to the right of the appellant, and therefore is a clear error of law. *See. Dunn v. Dunn* 298 S.C. 499, 381 S.E.2d 734 (1989). The Court must at least evaluate and consider the evidence presented. *See. Schmidt v. Courtney*, 356 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003).

The Court's Order goes through Plaintiff's claims, one by one, citing various supporting case law regarding each claim, and for each claim, merely states "there is no record evidence," or "there is no evidence in the record supporting such a claim," and "the record lacks evidence." The Court does not address the evidence provided and merely relies on Defendant's allegations regarding immunity. These conclusions wholly lack evidentiary support which result in severe prejudice to the Plaintiff and therefore the Motion to Alter and Amend must be granted.

c. The Court ignored deposition testimony and other evidence presented by Plaintiff in her Memorandum in opposition of Summary Judgement and reached conclusions of fact not consistent with the evidence presented.

Additionally, the Court fails to address the entirety of the evidence presented in Stacey Grist's second deposition testimony. The Court erroneously stated that Plaintiff, Stacey Grist, was unable to articulate any wrongful conduct by Ms. Parsons. This assertion is unsupported by the entirety of the factual record. In forming its conclusion, the Court relies solely on Stacey Grist's June 2022 deposition. The Court fails to address that at the time of Stacey Grist's first deposition on June 14, 2022 much of the other egregious treatment Dr. Grist suffered, had not yet occurred or had not been uncovered through discovery. In fact, much of the abuse and gross negligence that resulted in permanent damage to Dr. Grist transpired after this initial deposition. The Court's conclusion that "Stacey Grist later regretted her earlier testimony and attempted to take it back at a subsequent deposition" is not only false, but also fundamentally misguided and unsupported by the timeline of this case, as are the majority of the Court's conclusions of fact. The Court's comment demonstrates the Court's failure to be impartial, as they have weighed conflicting evidence and made a credibility determination in deciding that Plaintiff "regretted" her earlier testimony. She was deposed in the guardianship case and, only through the filing of the present

case and the subsequent discovery did she learn the extent of the fraud, the gross negligence, the falsification of reports in conjunction with Ms. Browning and the cover up of the admission of the sexual abuse and physical abuse suffered by her father. The documentation reviewed in her deposition and in Browning's deposition and the substance of both clearly demonstrates, both corroborating testimony supporting various allegations, but on the flip side also material issues of fact. In fact, Plaintiff brought the current action based on what she knew at the time but also through discovery learned more than she could have anticipated.

Concerning the Court's analysis regarding Stacey Grist's second deposition, the Court identifies a small portion of the deposition, particularly when Stacey Grist states she does not have a document evidencing Ms. McCreary's history of abuse. First, the Court fails to address that Plaintiff was in fact, unaware of the content of the video displaying sexual misconduct evidence as Adam Lee, Dr. Grist's previous attorney (who also represented Browning in another matter at the same time without disclosing the same to Dr. Grist), took possession of the tape and reviewed it in his office with only himself, Parsons and Browning. Second, during this second deposition, Defendant's counsel attempted to force Plaintiff to watch the video, to which she vehemently objected, expressing her unwillingness to witness such traumatic abuse of her father. Every attorney present at this deposition knew Stacey Grist had never seen this video, therefore did not have documentation at this time. Only after Stacey Grist's second deposition, during discovery, did Defendant's produce the document where Ms. McCreary admits to sexual intercourse with Dr. Grist. Therefore, Stacey Grist had no document at the time of either of her depositions. The Court's ruling that Ms. McCreary's misconduct to be unforeseeable, still does not address the evidence in Plaintiff's complaint regarding Ms. Parson's knowledge of the incident without taking remedial action. The Court reaches a conclusion wholly remote from Plaintiff's complaint, failing

to address the necessary facts regarding Ms. Parson's negligence. Furthermore, there is extensive testimony of other instances that fall outside the scope of her employment, including admissions by Defendant Parsons did not "intend" to over sedate Dr. Grist. This was also presented in evidence to the Court. The Court is obligated to view *all of the evidence* in the light most favorable to the nonmoving party. Plaintiff respectfully requests the Court to read all of the evidence previously submitted by Plaintiffs, specifically the entirety of Stacey Grist's December 14, 2023 deposition, and the entirety of Jennifer Browning's deposition, all of which support our contentions.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant her Motion to Alter and Amend this Court's order granting Defendant's Motion for Summary Judgment.

****Signature on following page****

Respectfully submitted
this 16th of January

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy

Devon M. Puriefoy

S.C. Bar No.: 102097

s/ Kimberly T. Thomason

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Attorneys for Plaintiff

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) FOR THE THIRTEENTH JUDICIAL CIRCUIT
)

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

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

Plaintiffs,)

MOTION TO ALTER/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.)

COME NOW the Plaintiff Stacey Grist as Agent under Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2025, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC and Hilly Street LLC, by and through his undersigned counsel and pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, to Alter and/or Amend this Court's January 6, 2025, Order, granting

Defendants' Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell and Chris Couchell's Motion for Summary Judgment.

WHEREFORE, Plaintiff respectfully requests this Court alter or amend its January 6, 2025 Order granting Defendant's Motion for Summary Judgment.

Respectfully Submitted,
This 16th day of January 2025.

TRULUCK THOMASON, LLC

S/Devon M. Puriefoy
Devon M. Puriefoy
S.C. Bar No.:102097
s/ Kimberly T. Thomason
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STATE OF SOUTH CAROLINA)
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Services LLC, Chestnut Ridge Farm LLC,)
and Hilly Street LLC)

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

Plaintiffs,) **MEMORANDUM OF LAW IN SUPPORT OF**
PLAINTIFF'S MOTION TO
ALTER/AMEND

vs.)
)
)

Priscilla Mickie Grist, Caroline York Grist)
Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics Consulting)
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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, Stacey Grist, by and through her undersigned counsel, files this Memorandum in Support of her Motion to Alter or Amend Judgment Pursuant to Rules 59 of the South Carolina Rules of Civil Procedure ("SCRCP").

INTRODUCTION

Plaintiff adopts and incorporates herein by reference, all factual allegations and legal positions expounded upon in Plaintiff's January 29th, 2024 Second Amended Complaint.

LEGAL STANDARD

S.C.R.C.P. 59

A motion for reconsideration pursuant to Rule 59(e), is appropriate to “correct a clear error of law or prevent manifest injustice.” *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994). The purpose of a motion filed pursuant to Rule 59(e) of the SCRCP is to “request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Bean v. SC Central Rail. Co., Inc.*, 392 S.C. 532, 554 (Ct. App. 2011). Rule 59 motions are appropriate, and should be granted, if the district court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

This Motion stems from this Court's granting of Defendants Kiki's Kare, LLC d/b/a Comfort Keepers, Erin Couchell and Chris Couchell's, Motion for Summary Judgment. Rule 60(b) authorizes a district court, on motion and upon such terms as are just, to relieve a party from a final judgment, order, or proceeding for any “reason justifying relief from the operation of the judgment.” *Aikens v. Ingram*, 652 F.3d 496, 500–01 (4th Cir. 2011). “Relief under this section is within the sound discretion of the circuit court and will not be disturbed absent a clear abuse of that discretion.” *Goodson v. Am. Bankers Ins. Co. of Fla.*, 295 S.C. 400, 402, 368 S.E.2d 687, 689 (Ct.App.1988). “Such an abuse arises when the circuit court issuing the order was controlled by an error of law or when the order, based upon factual conclusions, is without evidentiary support.” *Id.*

ARGUMENT

The Court ignored evidence presented by Plaintiff in holding that Plaintiff failed to present evidence there is no genuine dispute of a material fact.

The Court, in its Order, categorically rejected Defendants' arguments regarding their entitlement to immunity, specifically stating it "rejects these defendants' arguments under the Act and Williams" and further elaborating that Defendants' arguments are misplaced. The Court held that Defendants were liable for negligence resulting in the sexual assault perpetrated by one of their employees. Further, the facts regarding foreseeability rest on the specifics of this case. The Court failed to consider the considerable coverup that occurred after the incident, taking Defendants' testimony as credible. The Court in one place notes that the "sexual assault" was not foreseeable, while in another place claims the "alleged assault" would fall outside the scope. The fact that there is a question as to whether it was sexual assault, which is a crime, or whether it was a consensual act, a violation of policy, is a genuine issue of material fact. The Court's Order stating that it makes no finding on the conduct of Defendants demonstrates the need for further inquiry into the facts to clarify the application of law, thereby suggesting that summary judgment is not appropriate.

Further, the Court's determination that the Plaintiffs have failed to establish any genuine issue of material fact as to the various causes of action, including negligence, is based on a critical oversight of material evidence. Specifically, the Court has accepted the Defendants' assertions – without any supporting documentation or proof – that they reported the sexual assault incident to law enforcement and conducted an internal investigation. The Defendants' mere spoken guarantees unsubstantiated by any verifiable evidence, cannot be considered sufficient to rebut Plaintiff's claims that there was no such report produced in discovery or in

inquiry to law enforcement or establish that no material facts are in dispute. The absence of any proof of the internal investigation or the law enforcement report constitutes a significant omission of material facts that should have been thoroughly evaluated by the Court. By relying on the Defendants' unverified statements rather than requiring evidence, the Court has effectively overlooked key factual issues, constituting a clear abuse of discretion and law.

Accordingly, Plaintiff respectfully requests that the Motion to Alter and Amend the Summary Judgment ruling be granted to correct this clear error and allow for the proper resolution of the case based on the full and complete evidence.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant her Motion to Alter and Amend this Court's order granting Defendants' Motion for Summary Judgment.

Respectfully submitted
this 16th of January

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy

Devon M. Puriefoy

S.C. Bar No.: 102097

s/ Kimberly T. Thomason

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COUNTY OF GREENVILLE	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
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Attorney for Stanford W. Grist and as	)	
Trustee of the Second Amended Trust	)	
of Stanford W. Grist living Trust dated	)	
December 5, 2005, Stanford Grist Veterinary	)	C.A. No.: 2022-CP-23-04055
Services LLC, Chestnut Ridge Farm LLC,	)	
and Hilly Street LLC	)	
	)	
Plaintiffs,	)	MOTION TO ALTER/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.	)	

COME NOW the Plaintiff Stacey Grist as Agent under Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2025, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC and Hilly Street LLC, by and through their undersigned counsel and pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, to Alter and/or Amend this Court's January 6, 2025, Order, granting Defendant Jennifer Browning's Motion for Summary Judgment.

WHEREFORE, Plaintiff respectfully requests this Court alter or amend its January 6, 2025

Order granting Defendant's Motion for Summary Judgment.

Respectfully Submitted,
This 16th day of January 2025.

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy

Devon M. Puriefoy

S.C. Bar No.:102097

s/ Kimberly T. Thomason

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December 5, 2005, Stanford Grist Veterinary)
Services LLC, Chestnut Ridge Farm LLC,)
and Hilly Street LLC)

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

Plaintiffs,) **MEMORANDUM OF LAW IN SUPPORT OF**
) **PLAINTIFF'S MOTION TO**
) **ALTER/AMEND**

vs.)
)
Priscilla Mickie Grist, Caroline York Grist)
Lyon, Leyland H. Lyon, Jr., Jennifer)
Browning, Browning Geriatrics Consulting)
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Individually and as a member of)
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and as a member of Kiki's Kare, LLC, and)
Kerry Burnett McCreary,)
Defendants.)

Plaintiff, Stacey Grist, by and through her undersigned counsel, files this Memorandum in Support of her Motion to Alter or Amend Judgment Pursuant to Rules 59 of the South Carolina Rules of Civil Procedure ("SCRCP").

INTRODUCTION

Plaintiff adopts and incorporates herein by reference, all factual allegations and legal positions expounded upon in Plaintiff's January 29th, 2024 Second Amended Complaint.

LEGAL STANDARD

S.C.R.C.P. 59

A motion for reconsideration pursuant to Rule 59(e), is appropriate to “correct a clear error of law or prevent manifest injustice.” *Collison v. International Chem. Workers Union*, 34 F.3d 233, 236 (4th Cir. 1994). The purpose of a motion filed pursuant to Rule 59(e) of the SCRCP is to “request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Bean v. SC Central Rail. Co., Inc.*, 392 S.C. 532, 554 (Ct. App. 2011). Rule 59 motions are appropriate, and should be granted, if the district court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

This Motion stems from this Court’s granting of Defendant Jennifer Browning and Browning Geriatrics Consulting, LLC’s Motion for Summary Judgment. Rule 60(b) authorizes a district court, on motion and upon such terms as are just, to relieve a party from a final judgment, order, or proceeding for any “reason justifying relief from the operation of the judgment.” *Aikens v. Ingram*, 652 F.3d 496, 500–01 (4th Cir. 2011). “Relief under this section is within the sound discretion of the circuit court and will not be disturbed absent a clear abuse of that discretion.” *Goodson v. Am. Bankers Ins. Co. of Fla.*, 295 S.C. 400, 402, 368 S.E.2d 687, 689 (Ct.App.1988). “Such an abuse arises when the circuit court issuing the order was controlled by an error of law or when the order, based upon factual conclusions, is without evidentiary support.” *Id.* Plaintiff respectfully request that the Court take special note of the facts in the arguments to the court made by the Defendants that include serious errors in timelines of filings relative to deposition dates as presented, timelines of hearings and reports to the Court by Browning, misrepresentation

of facts as indicated by the evidence, conclusions as to findings such as “regret” attributed to witness statements, specifically by example, to Plaintiff that are not supported by the evidence and improperly make judgment calls regarding witness credibility not supported by the correct timelines, the filings and the evidence.

ARGUMENT

Plaintiff’s Motion to Alter or Amend should be granted as there was (A) legal and factual conclusions contained in the judgment that are not supported by the evidence; and (B) clear error with this Court’s judgment, which has given rise to manifest injustice.

A. This Court’s January 6, 2025 Order should be vacated as the Order itself fails to address Plaintiff’s evidence submitted in support and reaches conclusions of fact and law without considering all evidentiary support.

In the Court’s January 6, 2025 Order, the Court fails to adequately address a multitude of critical facts and evidence that Plaintiff has presented both in her initial complaint, as well as in their Memorandum in Opposition to the Motion for Summary Judgment, with accompanying evidence, The Court has not fully considered, or has overlooked, the material factual disputes that are central to the Plaintiff’s claims. The Plaintiff has consistently provided substantial evidence, including detailed witness testimony, which raises genuine issues of material fact that should have precluded the entry of summary judgment. By way of example, the Court addresses that Browning was appointed by Judge Faulkner, however, that was the *ex parte* appointment only on July 13, 2020. The Court failed to address the fact that the primary Judge ruling on all of Browning’s recommendations regarding Dr. Grist’s estate, was Judge Clayton Jennings, who represented Browning during the pendency of this matter as her personal attorney, defending her in a lawsuit containing nearly identical facts regarding abusing client’s estate assets. Plaintiff did not declare nor

insinuate that Judge Faulkner who appointed Browning at the emergency hearing, was personally connected with Browning. Instead, Plaintiff states that Browning failed to disclose and neither Browning nor Jennings declared a conflict and disclosed it to the parties. Browning at all times was acting over Dr. Grist's wishes and that of his duly appointed agent-in-fact, Stacy Grist.

In her deposition, Jennifer Browning acknowledges the existence of a conflict not only between herself and Judge Jennings, but also between herself and Adam Lee and Michael Bridges, who were acting as counsel to Dr. Grist, hired personally by him to oppose her. Mr. Lee failed to tell Dr. Grist or Plaintiff, as his power of attorney, that he also was representing Ms. Browning as her attorney in two other matters at the same time. Browning, when questioned in her deposition, asserted that it was the responsibility of the other parties to disclose the conflict of representation, not hers. This conflict between the presiding Judge and Jennifer Browning is inherently prejudicial, as every suggestion made by Browning to the Court were admitted despite the vehement objections of both Dr. Grist, albeit not his counsel, and Plaintiff. Such a conflict compromises the fairness of the proceedings and calls into question the integrity of the decisions rendered. Browning's intentional concealment of her personal relationship with the then-sitting judge who was ruling on her recommendations is clearly outside the scope of her role as a guardian ad litem. The Court cites to Falk that "[a] recommendation by the guardian ad litem, no matter how disagreeable to one of the parties, will not sustain an action against the guardian," however these recommendations shall be subject to accountability measures such as the "court's prerogative to reject the recommendations of the guardian." *Falk v. Sadler*, 341 S.C. 281. In this case, Judge Jennings, being personally compensated by Jennifer Browning, unilaterally approved Browning's recommendations, including payment of her fees, raising concerns about the effectiveness of the accountability measures. A jury could certainly find, based on the evidence,

including Browning's own testimony as submitted to the court, that Browning failed to act objectively, that she was biased, that the proceedings were bias, and that Dr. Grist's wellbeing was not Browning's primary goal. In fact, if the glaring conflicts were not a problem as alleged by Defendants, it begs the question then why were they concealed.

One of the allegations in Falk was that the guardian ad litem committed misconduct by acting under an inherent conflict of interest, rather than solely advocating for her client's' best interests. The Court ruled that summary judgment was premature because the allegations, if true, would suggest that the guardian acted beyond the scope of her duties. Similarly, in this case, summary judgment is premature because Browning's actions in not disclosing the inherent conflicts, especially in the fact that she was being represented personally by the Judge in an ongoing case in which he was defending her and Dr. Grist's counsel in multiple guardianship cases, represent a serious conflict of interest. Whether that conflict of interest resulted in her acting outside the scope of her appointment remains a factual issue to be resolved by a jury. Admittedly, Mr. Lee and Mr. Bridges' failure to tell Dr. Grist at the time he personally came to their office to hire them to oppose Browning, on the eve of the first temporary hearing on July 29, 2020 before Judge Jennings, is a larger problem for them for another day in another matter, but Browning's obligation, despite her testimony to the contrary, was to disclose that matter to Dr. Grist, as her "ward," and to do an independent objection review of the matter, free from influences from lawyers, the court, or from influence from Mickie Grist, Caroline Grist, Leland Grist, and their lawyers. Browning testified in her deposition that she **did not meet with Dr. Grist** before making a recommendation for a third party guardian and extension of the emergency guardianship on July 29, 2020. She only met with Dr. Grist after Judge Jennings accepted her report and her recommendation that Tracy Parsons be appointed Dr. Grist's guardian over Plaintiff's objections in the Probate matter. The Court

mistakenly believed the timeline presented by Defendants in which they said Browning did meet with Dr. Grist before the January 2021 report was completed, but that was not the first hearing in which she issued a report to the Court. The first report was completed just as Plaintiff presented to the Court in its Complaint and its Memorandum in Opposition, along with Orders verifying the same, without having ever met with Dr. Grist and, in fact, Browning testified in her deposition that she relied **“solely”** on what she got from petitioner, Mickie Grist, and her attorneys in making the first recommendation to Judge Jennings for temporary guardian. Additionally, Plaintiff evidences a multitude of other situations where Browning acted outside the scope of her appointment which the Court fails to address. The Court, in its Order, presented a few occasions where Browning submitted a letter to the court, as well as, recommendations regarding Dr. Grist’s care. However, the Court overlooked the facts and evidence presented by Plaintiff that support Plaintiff’s contention that the information submitted to the Court in some instances was fraudulent in nature and therefore outside her scope of her appointment. Plaintiff presented Browning’s own testimony that information she presented to the Court in her report regarding falls and knives may have been misrepresented by her in the course of getting an extension of the temporary guardianship. She also admitted that she submitted invoices for approval by Judge Jennings that included billing Dr. Grist’s estate for “comforting” Mickie Grist, which she openly admitted **was not within the scope of her job as guardian ad litem.** Not to mention, that such acts in comforting and supporting Mickie Grist could demonstrate further bias that a jury could find was outside the scope of her appointment.

Plaintiff provided evidence in correspondence between Browning, Adam Lee and Michael Bridges, acknowledging Dr. Grist had capacity to engage them in their filing as well as continue working in his clinic without interference from the guardian or guardian ad litem, however, she told the Court otherwise in her reports. Additionally, Browning testified during her deposition that her

assurances to Dr. Grist that he would continue to work in his clinic through her “agreement” with Mr. Lee as a part of the consent given for the second extension in January/February, 2021, was never intended to happen. She explained in her deposition that she and Adam Lee had just agreed to that on paper to keep Dr. Grist’s benefits from his employment. Again, Browning was working with Dr. Grist’s counsel supposedly working out what Dr. Grist thought was going to give him freedom, only to tell the Court in the same report that he should continue to be allowed to work, but on the other hand, he was not oriented to person, place or time. Both could not be true, and she admitted in her own testimony that was a misrepresentation to the Court. Browning’s statements reflect she never intended for Dr. Grist to continue working in his clinic. This testimony itself demonstrates Browning’s fraudulent misrepresentations to the Court were directly against her representation to Dr. Grist. Plaintiff maintains that Browning acting in direct conflict with Dr. Grist’s express written wishes, his verbally relayed wishes, and her fraudulent promises of certain rights to him to gain the parties consent to an extension while a final resolution could be “settled” are clear violations of Browning’s duties as Guardian ad Litem from which a jury when weighing the testimony of the parties could determine she acted outside the scope of her appointment. The question of whether Browning acted outside the scope of her role as Guardian ad Litem remains a factual issue that must be determined by a jury contrary to the Court’s holding.

As one final point of clarification, Plaintiff, Stacy Grist, did not “regret” her testimony as the Court determined somehow, as a matter of law, from Defendant’s simple statement of the same. Plaintiff, Ms. Grist, sat for a deposition in the Probate matter before having been given the opportunity for discovery, before she had evidence of the actual abuse suffered, and before Browning and Parsons completed their tenure as Dr. Grist’s Guardian ad Litem and Guardian respectively. Contrary to the Court’s findings in Browning and Parson Orders, Plaintiff’s First

Complaint was filed August 1, 2022, her Amended Complaint was filed August 15, 2022, and her Second Amended Complaint was filed January 29 2024, all after her first deposition in the Probate action which occurred on June 14, 2022, when Plaintiff had beliefs that something was seriously wrong but before she had evidence of the same and before her father, Dr. Grist suffered permanent irreparable harm at their hands over June, July and the first week of August, 2022, also before she knew of the conflicts of interest existing between Browning, Judge Jennings, and Adam Lee and Michael Bridges. Her second deposition did not occur until December 14, 2023, a year and a half later, after she had received significant discovery, including Browning's invoices, Comfort Keeper's/KiKi's Care's full care notes, statements from employees and evidence that her father's lawyer was also representing Browning in another guardianship while being hired by her father to fight her recommendations. It is hard to understand how these facts, as evidenced and supported by the second deposition of Plaintiff, the deposition testimony of Browning, the prior orders of the court, the documents submitted in support of Plaintiff's allegations including those referenced above and in Her Memorandum in Opposition, and Browning's own admissions are not deeply troubling to the Court when considering all of this evidence of bias, misrepresentations to the court, and conflicts of interests from which a jury could certainly find Browning acted outside of the scope of her authority and is liable for the permanent damage suffered by Dr. Grist.

Plaintiff respectfully maintains that the Court went beyond what it is called upon to do at the Summary Judgment stage of a case, in that the Court made findings based on what it deemed was credibility of witness testimony, ie Stacy Grist "regretted" her testimony in her first deposition as one example, instead of the evidence presented supporting that the "probate matter" deposition predated filings with this Court and discovery. It weighed this credibility also against a mistaken understanding of the timeline of events that is not in question and can readily be verified by the

dates on the two depositions submitted to the Court, the content of the deposition testimony, the correct timeline for the filings of Ms. Grist's complaint and all amendments, and the documents presented to the Court in support.

Analyzing the Court's ruling that Browning did not violate SCUPTA and the other claims, the Court states that "Plaintiffs have not provided any proof to support these allegations" regarding Browning illegally gaining control over Dr. Grist and billing him improperly with astronomically higher rate than others in the field bill. Plaintiff's Memorandum in Opposition to Jennifer Browning's Motion For Summary Judgment again provides clear evidence of invoices, testimony, and legal support to support their claims.

B. The Court's Order should be vacated as a result of clear errors within this Court's findings of fact and conclusions of law based on those errors resulting in an abuse of discretion in granting of Summary Judgment.

The Court's failure to address any of this evidence, to consider the correct timeline of events, and to not weigh credibility of testimony constitutes an abuse of discretion and must be rectified. I ask the Court to clarify whether it has fully weighed the credibility of the witnesses who have provided testimony, or if it has impermissibly discounted some testimony in reaching its decision. Plaintiff respectfully requests the Court to read the entirety of the evidence presented by Plaintiff in this case, particularly the entirety of Stacy Grist's depositions and the deposition of Jennifer Browning. Given the fact that the Plaintiff has presented conflicting evidence and testimonies that directly challenge the factual assertions of the Defendant, and considering the Court's obligation to view the facts in the light most favorable to the non-moving party, Plaintiff maintains that a genuine issue of material fact remains regarding whether Browning acted outside her authority in her role as

Dr. Grist's Guardian ad Litem. Therefore, I respectfully submit that the Court should grant Plaintiff's Motion to Alter and Amend its order granting summary judgment and allow this matter to proceed to trial, where a jury can properly assess the weight of the evidence and the credibility of the witnesses in making findings of facts and determining liability.

These examples are but a few of the numerous factual and legal conclusions that simply cannot be supported by the evidence presented at the trial of this case, and as such cannot withstand a Rule 59 challenge. Plaintiff has submitted sufficient evidence to withstand such a drastic remedy by the Court and Dr. Grist deserves to have the facts reviewed objectively by a jury. This Motion is being submitted in further support of all evidence previously submitted and arguments made in Plaintiff's Memorandum in Opposition to Motion for Summary Judgment, not in replacement of it, and in requesting reconsideration of this Court's Order based upon corrections of procedural and material facts contained in this Court's Order and findings.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant her Motion to Alter and Amend this Court's order granting Defendant's Motion for Summary Judgment.

****Signatures on following page****

Respectfully submitted
this 16th of January

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy

Devon M. Puriefoy

S.C. Bar No.: 102097

s/Kimberly T. Thomason

Kimberly Thomason

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Attorneys for Plaintiff

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/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.)

COMES NOW the Plaintiff Stacey Grist as Agent under Power of Attorney for Stanford W. Grist and as Trustee of the Second Amended Trust of Stanford W. Grist living Trust dated December 5, 2025, Stanford Grist Veterinary Services, LLC, Chestnut Ridge Farm LLC and Hilly Street LLC, by and through their undersigned counsel and pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, to Alter and/or Amend this Court's January 29, 2025, Order (the

“Order”), on Defendants Kiki’s Kare, LLC d/b/a Comfort Keepers, Erin and Chris Couchell’s (“Defendants”) Motion to Reconsider.

STANDARD OF REVIEW

The purpose of a motion filed pursuant to Rule 59(e) of the SCRCF is to “request the trial judge to reconsider matters properly encompassed in a decision on the merits”. Rule 59(e), SCRCF. Rule 59 motions are appropriate, and should be granted, if the circuit court finds that there has been an intervening change of controlling law, that new evidence has become available, or that there is a need to correct a clear error or prevent manifest injustice. *Robinson v. Wix Filtration Corp. LLC*, 599 F.3d 403, 411 (4th Cir. 2010).

ARGUMENT

In this Court’s original Order dated January 6, 2025 – which was the subject of Defendants’ Rule 59 Motion - this Court found that Defendants’ Motion for Summary Judgment failed to address, by way of oral argument or briefing, Plaintiff’s Abuse of Process/Aiding and Abetting Abuse of Process (3rd); Civil Conspiracy (4th); Violation of Unfair Trade Practice Act (5th); and Violation of the Power of Attorney Act (8th), and therefore the Court’s grant of Partial Summary Judgment did not impact those causes of action. The Order granted Defendants’ Motion for Partial Summary Judgment as to Plaintiff’s first and second causes of action.

Defendants filed a Motion for Clarification seeking to confirm that between Judge Morgan’s August 28, 2024 Order and this Court’s January 6, 2025 Order, the sole remaining cause of action against Defendants was for Violation of the South Carolina Unfair Trade Practices Act.

On January 29, 2025 the Court issued a Form 4 Order on Defendants' Motion for Clairification, ultimately holding that "this ruling [January 6, 2025 Order] was not intended to affect any prior rulings by Judge Morgan (Order of Judge Morgan issued August 28, 2024) which granted Kiki Kare's Motion to sever the causes of action for Abuse of Process (3rd), Civil Conspiracy (4th), Intentional Interference with a business contract (6th) and Violation of Power of Attorney Act (8th). Therefore, the only cause of action which asserts a claim against Kiki's Kare and not addressed in the prior Order for severance or Summary Judgment would be the cause of action for Unfair Trade Practices Act (5th) as suggested by Kiki Kare's Motion to Reconsider."

Plaintiff now seeks clarification - or in the alternative an Order altering and amending - from this Court as to whether the January 6, 2025 and January 29, 2025 Orders intended to dispose of claims previously severed and requiring "a separate trial with a separate jury..." per Judge Morgan's August 28, 2024 Order. Said another way, Plaintiff seeks an amendment to this Court's January 29, 2025 Order that acknowledges that only those claims not severed i.e. those claims "sounding in probate" were subject to Defendant's Motion for Summary Judgment as it appears that, at the time of the Motion for Summary Judgment hearing, the only causes of action inside of case number 2022-CP-23-04055 were those claims for Abuse of Process (3rd), Civil Conspiracy (4th), Intentional Interference with a business contract (6th) and Violation of Power of Attorney Act (8th).

CONCLUSION

Based on the foregoing, Plaintiff requests this Court to Alter and Amend its January 29, 2025 Order to properly reflect that the only claims subject to Defendants' Motion for Summary

Judgment were Plaintiff's claims of Abuse of Process (3rd), Civil Conspiracy (4th), Intentional Interference with a business contract (6th) and Violation of Power of Attorney Act (8th) with the severed claims for negligence, negligent supervision and training, and Violation of the Unfair Trade Practices Act only being susceptible to challenge in a separately titled matter bearing a new case number per Judge Morgan's August 28, 2024 Order.

Respectfully Submitted,
This 6th day of February 2025.

TRULUCK THOMASON, LLC

s/Devon M. Puriefoy
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s/ Kimberly T. Thomason
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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) C.A. 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,)
Plaintiff(s),)
versus)

Priscilla Mickie Grist, Caroline York)
Grist Lyon, Leyland H. Lyon, Jr.,)
Jennifer Browning, Browning Geriatrics)
Counseling 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,)
Defendant(s).)

D E P O S I T I O N

WITNESS: KERRI BURNETT MCCREARY
DATE: September 14, 2023
TIME: 1:01 PM
LOCATION: Truluck Thomason, LLC
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REPORTED BY: Rosalind Poole Walters, CVR-M
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(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 STIPULATIONS:

2 It is agreed by and between the Counsel for the parties as
3 follows:

- 4 1. That this deposition is being taken pursuant to Rule 30
5 of the South Carolina Rules of Civil Procedure;
6 2. That the deponent reserves the right to read and sign
7 the deposition transcript.

8 *****

9 KERRI BURNETT MCCREARY, first being duly sworn, was examined
10 and testified as follows:

11 *****

12 EXAMINATION BY MR. PURIEFOY:

13 Q. Ms. McCreary, my name's Devon Puriefoy. As you may or
14 may not know, I'm the attorney that represents Stacey
15 Grist in her capacity as both the trustee and a durable
16 power of attorney for her father, Dr. Stanford Grist.
17 I typically like to start my depositions by going
18 through what attorneys call kind of housekeeping rules.
19 All right? The first question I always ask is have you
20 ever sat for a deposition before?

21 A. I don't think.

22 Q. So the process is new, but I'm going to explain to you
23 what we're going to do here today. Over the course of
24 the next couple of hours I'm going to be asking you
25 some questions. This is the court reporter. Her job

1 is to take a --

2 A. I'm aware.

3 Q. -- accurate transcript of what you and I discuss here
4 today.

5 A. I'm aware.

6 Q. And so one of the things I like to state to deponents
7 is, to make her job easier, if you'll allow me to
8 finish my question before you start your answer, and
9 I'll allow you to finish your answer before I start my
10 next question. Okay?

11 A. Fair enough.

12 Q. That just makes her job a lot easier and makes sure we
13 get a clean record. If you need to take a break --

14 A. I won't.

15 Q. -- anytime, just let me know.

16 A. I'm just ready to get through with this.

17 Q. And I certainly understand that.

18 A. No breaks.

19 Q. If I ask you a question and it's confusing or you don't
20 understand it, let me know and I'll rephrase it. Okay?

21 A. Okay.

22 Q. It's inevitable I'm going to ask a bad question at some
23 point today.

24 A. Okay.

25 Q. Just let me know and I'll rephrase it. Okay?

1 A. Go ahead.

2 Q. Is it fair for me to assume that if you answer a
3 question that you understand it?

4 A. Yes. Don't ever assume. If I answer it I am -- it's
5 correct.

6 Q. Well, that's the reason for the question, ma'am. Could
7 you spell your full name?

8 A. K-E-R-R-I, M-C-C-R-E-A-R-Y.

9 Q. And where do you currently reside?

10 A. Easley.

11 Q. How long have you lived there?

12 A. I have no idea.

13 Q. You don't know how long you've lived in Easley?

14 A. No, I don't.

15 Q. Okay. How old are you?

16 A. Forty-nine.

17 Q. Did you attend high school in Easley?

18 A. No.

19 Q. Did you attend college in Easley?

20 A. No.

21 Q. Do you think that you've been in Easley for more than
22 10 years?

23 A. No.

24 Q. Where did you live before you lived in Easley?

25 A. In -- I'm not even sure. I have moved so many times,

1 to be honest. I mean, this -- you guys can, this is
2 public knowledge, go back and look. I mean, I'm sure
3 it's somewhere.

4 Q. Well, so---

5 A. But I've lived here, I've lived in Greenville. I don't
6 know what age I was. I'm not originally from here, but
7 it's been a long time.

8 Q. So I'm just going to say, I understand this is a
9 frustrating process.

10 A. Mm-hmm.

11 Q. Okay? This is not intended to be adversarial in any
12 way, shape, form, or fashion. Okay? I have a job that
13 I have to do, and part of that is asking you these
14 questions today. And so I don't---

15 A. Well, I don't know.

16 Q. I don't know anything about you, and so this is my only
17 opportunity to talk to you today to get to know you and
18 better understand the facts of this case. Okay? So
19 please do not take offense to any question I may ask
20 you. It may seem nonsensical or inappropriate or
21 irrelevant to you, but there's a reason why I'm asking.
22 Okay?

23 A. (Witness nods head).

24 Q. Is that a yes?

25 A. Yes.

1 Q. One more rule. If you could respond verbally whenever
2 I ask you a question, whether it's a yes, no, or some
3 explanation, because the court reporter can't get a
4 head nod or an uh-huh or an uh-uh. Okay?

5 A. Yes.

6 Q. So I was asking you, you said you don't recall where
7 you lived before Easley?

8 A. Probably with one of my children in Greenville, Berea
9 area. I do not know the exact addresses.

10 Q. Do you know your current address?

11 A. It is 303 Andrea Lane.

12 Q. Are you married?

13 A. Yes.

14 Q. What is your spouse's name?

15 A. Thomas McCreary. He is currently doing 22 years in the
16 penitentiary. I left eight years ago. I just haven't
17 been able to afford a divorce.

18 Q. All right. What state is he located in?

19 A. South Carolina.

20 Q. Is he in Greenville County?

21 A. Pickens County I think.

22 Q. And I think you mentioned a moment ago that before you
23 moved to your home in Easley you may have resided with
24 some children in Greenville County. Are those adult
25 children?

1 A. Yes.

2 Q. How many adult children do you have that live in --

3 A. Three.

4 Q. -- Greenville County? Excuse me?

5 A. Three.

6 Q. What are their names?

7 A. Alexis, Taylor, and Olivia.

8 Q. And their last names? Alexis's last name?

9 A. Hensley. They're all Hensley.

10 Q. All Hensley? Any of them married?

11 A. I don't think so, no.

12 Q. The reason why I ask that question -- I know it seems
13 personal, but the reason why I ask that question is
14 that when we're picking a jury I don't want your
15 children to end up on the jury or their husbands or
16 whomever.

17 A. They won't. I promise you that.

18 Q. Any other adult relatives that live in Greenville
19 County?

20 A. Adults as in my family?

21 Q. Over the age of 18, family members.

22 A. My family?

23 Q. Correct.

24 A. My entire family, but I'm not going to go through the
25 names of them. I mean, my entire family is here.

1 Q. Well, unfortunately you don't get to set the rules
2 today.

3 A. Okay. Well, I don't know everybody's name. There's a
4 bunch.

5 Q. Are your mother and father here?

6 A. I don't know my father.

7 Q. Is your mother here?

8 A. She is.

9 Q. What's her name?

10 A. Susan Falin.

11 Q. Brothers? Sisters?

12 A. No. My brother, I have a brother Adam. He's a half
13 brother.

14 Q. Is he in Greenville County?

15 A. Yeah, in jail.

16 Q. Any other siblings --

17 A. No.

18 Q. -- in Greenville County? Cousins, aunts, uncles?

19 A. No.

20 Q. We'll circle back to that if we need to, but we'll
21 press forward. Let me ask, what did you do, if
22 anything, to prepare for today's deposition outside of
23 any discussions you may have had with your attorney?

24 A. None.

25 Q. Did you talk to anyone about today's deposition?

1 A. Yes.

2 Q. Who did you talk to?

3 A. My mother.

4 Q. What did you and your mother discuss?

5 A. Nothing other than I have an appointment today.

6 Q. So when you say that you discussed this deposition with
7 your mom, it was simply to let her know that you were
8 attending the deposition?

9 A. Yes.

10 Q. Did you speak about the substance of the deposition?

11 A. Yes, I did.

12 Q. Okay. What did you speak about --

13 A. That I am being accused --

14 Q. -- regarding the substance?

15 A. -- of conspiracy, whatever. What is that other thing
16 that they said?

17 Q. So you can't unfortunately talk to your attorney while
18 you're under oath.

19 A. I don't know what it's called. Whatever's in those
20 papers, that's what I told her.

21 Q. Okay. So you talked to her about the allegations in
22 the complaint --

23 A. Yes.

24 Q. -- that's been filed?

25 A. Yes.

1 Q. All right. Did you talk to anybody else?

2 A. No.

3 Q. Did you review any documents, look at anything?

4 A. Not that I'm aware of other than sitting in somebody's
5 office, somebody, her attorney's office I guess,
6 whoever those people were.

7 Q. When you say her attorney, who are you referring to?

8 A. I'm assuming the people that's bringing me to court.

9 Q. Okay. So I represent---

10 A. It was one of their attorneys.

11 Q. Oh, okay. One of the attorneys at our firm that you
12 spoke with?

13 A. I don't know who it was, but it was for those people.

14 Q. Okay. Outside of that did you have any other
15 discussions with anybody else?

16 A. No.

17 Q. Did you speak with anyone at Comfort Keepers about
18 today's deposition?

19 A. No.

20 Q. Anyone with Jennifer Browning's office?

21 A. No.

22 Q. Did you speak with Tracy Parsons?

23 A. No.

24 Q. I'm going to go hopefully quickly through your
25 educational background. Where did you go to high

1 school?

2 A. Champion High School.

3 Q. Where is that at?

4 A. Ohio.

5 Q. Did you graduate?

6 A. No.

7 Q. What was the last grade that you attended?

8 A. Eleventh.

9 Q. Did you get your GED?

10 A. I did.

11 Q. What year?

12 A. 2010.

13 Q. After high school any other formal education?

14 A. The last, I don't know, four years ago at Greenville
15 Tech.

16 Q. So 2019 or so?

17 A. Right after I got my GED. Three months after I got my
18 GED I attended school for the last seven years after
19 that. So I attended two semesters ago, and I'm done.

20 Q. Okay. So you got your GED in 2010?

21 A. Yes.

22 Q. And then seven years later you went to---

23 A. I've been attending school for seven years currently
24 after that.

25 Q. So you began attending --

1 A. In 2010.

2 Q. -- Greenville Tech in 2010. Did you obtain an
3 associate's degree?

4 A. No. I have not attained a degree.

5 Q. Are you still currently enrolled?

6 A. No.

7 Q. Do you know how many credits short you are?

8 A. I don't know. I had like 72 credits. I'm ready to
9 apply for a program, but I'm finished.

10 Q. And what were you studying?

11 A. Nursing.

12 Q. Any other formal --

13 A. No.

14 Q. -- education? Do you have any certificates?

15 A. No.

16 Q. Are you a CNA?

17 A. No.

18 Q. So you don't have any other certifications?

19 A. No.

20 Q. CPR --

21 A. No.

22 Q. -- certifications?

23 A. Nothing.

24 Q. Again, if you would just allow me to finish my question
25 before you start your answer, please, and I assure you

1 I'm not trying to be rude. It just makes her job---

2 A. I have no certificates of any kind.

3 Q. Okay. So you got your GED in 2010?

4 A. Yeah.

5 Q. After obtaining your GED what was your first job
6 position?

7 A. I worked at Gayley Mill. I worked in mills my entire
8 life.

9 Q. And what was the name of that?

10 A. Gayley Mill.

11 Q. Spell that for me?

12 A. G-A-Y-L-E-Y.

13 Q. Mill. And was that in Greenville?

14 A. Pickens. I guess it's considered Pickens. I don't
15 know.

16 Q. And what was your job title?

17 A. Patrol.

18 Q. Like security patrol?

19 A. No, patrol in watching the product.

20 Q. Oh, okay. So like quality control?

21 A. Yes.

22 Q. And how long were you there?

23 A. I don't know. I'm going to go ahead and let you know I
24 have PTSD, complex PTSD. I am bipolar. I have OCD. I
25 have trauma. So at times I don't know through parts of

1 my life, parts of my day. There are times I cannot
2 tell you what I had for dinner. Okay?

3 Q. Sure.

4 A. It depends. So sometimes when you ask me things, I
5 honestly -- I don't -- I can't tell you every job or
6 what dates. I can't do that for you.

7 Q. That's okay. Listen, I understand that.

8 A. Okay.

9 Q. When were you diagnosed with PTSD?

10 A. 2005, but I have been in and out of Marshall Pickens as
11 a child.

12 Q. Please do not take offense to this. Again, it's just a
13 question I have to ask you. Okay? Are you under the
14 influence of anything today that would impair your
15 ability to testify?

16 A. I take medication only from my doctor.

17 Q. So you're only under prescription medication?

18 A. Yes.

19 Q. But does it make you hazy, foggy?

20 A. Sir, listen, I am bipolar-1. I am medicated to the
21 point where I don't -- I'm not groggy, but I am here.
22 I'm here. That's all I can tell you, but I do take a
23 lot of medication. I have to. It's not my choice.
24 That also is court ordered.

25 Q. I think what I'm just wanting to make sure I'm clear

1 on---

2 A. I am totally aware and here.

3 Q. Okay, and that's what I was trying to get at.

4 A. Yes.

5 Q. To make sure that you understand --

6 A. Yes.

7 Q. -- what we're talking about today.

8 A. Oh, absolutely.

9 Q. All right. So I think you left at Gayley Mill. You
10 were there for some period of time?

11 A. Probably close to a year, a little over.

12 Q. You began employment with Comfort Keepers in 2021.
13 Right? Around that time?

14 A. I just worked. I don't know the dates I worked for
15 them, but yes, I did work for them.

16 Q. So between 2010 and 2021, did you have any other jobs
17 that were---

18 A. About 20 or 30 of them.

19 Q. Right. My question was going to be, though, any other
20 jobs that were healthcare related?

21 A. I did. I worked for a lady in Easley. It was personal
22 care. She passed. I worked there for several years.
23 That is the only work I've done since 2005, because I
24 am -- I'm not supposed to be working at all. I can
25 make a certain amount of money, and that's all I can

1 do.

2 Q. When you say you're not supposed to be working at all--
3 -

4 A. I am on permanent disability.

5 Q. Since when?

6 A. Since 2005.

7 Q. And when you were working at Gayley Mills were you on
8 disability then?

9 A. No. That was one of my first jobs. I worked at Trust
10 Technologies. That had to be around the time that I
11 had my home, because I lost it because I had to be put
12 on disability. There up until -- up until about a
13 couple years before Comfort Keepers I took care of the
14 lady in Easley. That's it. Then I went to Comfort
15 Keepers.

16 Q. When you said you took care of the lady in Easley, were
17 you working for someone in Easley and caring for
18 someone?

19 A. I worked for a company out of -- it was Heaven Sent
20 Helpers.

21 Q. Heaven Sent helpers?

22 A. Heaven Sent Helpers. And I think I worked with the
23 lady two, three years until she passed.

24 Q. And were you kind of doing what you were doing at
25 Comfort Keepers?

1 A. Everything. She was totally reliant on people. She
2 had no -- she had MS. So she had no movement, only her
3 hand.

4 Q. And this would have been sometime after 2010. Right?

5 A. Yes. This was before Comfort Keepers. And then I
6 didn't work there until I found a job with them, and
7 then I worked with them for however long that was.

8 Q. Are you currently on disability?

9 A. Yes. I'll be on disability for the rest of my life.

10 Q. Are you receiving disability benefits?

11 A. Yes.

12 Q. How much do you get per month in disability?

13 A. 1067 I think. Not enough to live on. I own nothing
14 other than my car.

15 Q. And so with disability obviously you're not supposed to
16 be working?

17 A. I can work and earn \$1300 a month. I go in for my
18 reviews. They keep me on it.

19 Q. Have you ever had a job where you earned more than
20 \$1300 per month?

21 A. Not since disability.

22 Q. So that was dating back to 2005?

23 A. Yeah. I didn't work at all up until just maybe four
24 years ago. I have no -- no work in between there.

25 Q. Okay. And this is where I want to make sure I'm clear

1 on a couple things. You said you got your GED in 2010,
2 and after that you worked for Gayley Mill?

3 A. I think so. I did work for them for a year. It's
4 somewhere in there when I first came here. I got put
5 on disability in 2005. I worked at Trust Technologies
6 before that because that's how I bought my home. After
7 I bought my home, in 2005 I was put on disability. I
8 lost my home. I did not work until up until I took
9 care of the lady in Pickens. When she passed, then I
10 went to Comfort Keepers. Because I am still bipolar.
11 It's been messy, very messy.

12 Q. Sure, and I certainly understand that. And, again,
13 these questions aren't intended to trip you up. It's
14 just to help me get --

15 A. I'm fine.

16 Q. -- an understanding --

17 A. I'm not worried about being tripped up.

18 Q. -- about just the timeline of your work history.
19 That's all.

20 A. Okay. Well, my timelines are not -- I can tell you for
21 sure these places that I worked, but as far as
22 timelines, I can tell you that it may not be as
23 accurate. I know that 2005 I was on disability, and I
24 did not work up until the last couple years, none.

25 Q. Okay. So outside of the services that you were

1 providing to the woman with MS, you didn't have any
2 other healthcare-related jobs --

3 A. No.

4 Q. -- until Comfort Keepers.

5 A. Right.

6 Q. Is that fair?

7 A. No jobs. Not healthcare, not anything.

8 Q. Have you ever been discharged from a job, meaning
9 fired?

10 A. No.

11 Q. Are you currently employed?

12 A. No.

13 Q. Was Comfort Keepers the last employer you had?

14 A. I believe so.

15 Q. So let's get to your time with Comfort Keepers. Do you
16 know what position you held with them, what your job
17 title was?

18 A. Caregiver.

19 Q. And how did you come about finding---

20 A. The newspaper.

21 Q. So there was an ad posted in the paper?

22 A. Mm-hmm. They advertised.

23 Q. Advertising for caregivers?

24 A. Mm-hmm.

25 Q. Is that a yes?

1 A. Yes.

2 Q. Okay. And I'm assuming you called them up?

3 A. Yes.

4 Q. Applied for the position?

5 A. Yes.

6 Q. Did you go through an interview process?

7 A. I did.

8 Q. Do you know who you interviewed with?

9 A. I do not.

10 Q. Was it one interview, multiple interviews?

11 A. I do not remember. I don't remember that.

12 Q. Do you recall what your salary -- or not salary --
13 hourly wages were going to be?

14 A. I do not remember that.

15 Q. Were you salaried?

16 A. No.

17 Q. Was it a full-time position?

18 A. No.

19 Q. Was it part-time or --

20 A. Yes.

21 Q. -- just based on availability?

22 A. Part-time.

23 MR. BARLOW:

24 Try to let him finish the question.

25 EXAMINATION RESUMED BY MR. PURIEFOY:

1 Q. When you started with Comfort Keepers, and I'm going to
2 get into some documents here in a minute, you were
3 hired as a caregiver. Correct?

4 A. Yes.

5 Q. What was the mechanism to clock in and out of work?
6 Did you have a --

7 A. Call.

8 Q. -- clock-in system? Excuse me?

9 A. Phone call.

10 Q. Okay. So you would call---

11 A. It's automated.

12 Q. So was there like a program on your phone, like an
13 application or a number that you would call?

14 A. I think there was an app or something that you'd go in
15 and you would call it and you would put a number in,
16 and they -- it clocks you in, and then when you leave I
17 think it clocks you out. I'm not sure, but it was
18 always over the phone and automated.

19 Q. Okay. So no written time cards?

20 A. No.

21 Q. No clock-in system on a computer or anything?

22 A. Not that I'm aware of.

23 Q. When you first began working with Comfort Keepers did
24 you ever have discussions about, you know, ensuring
25 that you didn't work off the clock, meaning if you were

1 providing services to patients, were you always
2 required to be on the clock?

3 A. Yeah.

4 Q. So there weren't any times where you were working --

5 A. No.

6 Q. -- and providing care to patients off the clock?

7 A. No.

8 Q. Did you wear a Comfort Keepers uniform?

9 A. Yes.

10 Q. And was it---

11 A. Well, it wasn't Comfort Keepers. We had to wear a
12 scrub.

13 Q. Scrubs? And was that required by Comfort Keepers as
14 part of your dress code?

15 A. I don't remember that.

16 Q. But you wore scrubs every day?

17 A. Yes, I had scrubs.

18 Q. And did you set your own hours or did --

19 A. No.

20 Q. -- Comfort Keepers tell you --

21 A. Yes.

22 Q. -- the hours that you were going to work?

23 A. Yes, they set hours.

24 Q. Okay. Tell me about the onboarding process, meaning
25 did you receive any training when you first began

1 working with Comfort Keepers?

2 A. We had to fill out it was some kind of paperwork that
3 they -- I don't know if we watched something on TV, and
4 then we had to take the test or whatever it was I
5 think.

6 Q. Was it a---

7 A. I had prior training before that, before -- before I
8 had my children when I first came here I had obtained a
9 certificate for CNA. Those are only good for so long.
10 You have to work eight hours a month. So I lost that
11 probably when I was 20. I had -- I got it, and I don't
12 know -- I don't even think I even got to work. So...

13 Q. So you have obtained a CNA certificate; it's just
14 expired?

15 A. Yeah. I think it's good for like six months, a year or
16 something. It's not very long. And you have to work
17 eight hours to keep it active, and so I did not.

18 Q. Okay. Were there any other certificates that you
19 obtained --

20 A. No.

21 Q. -- that have simply lapsed?

22 A. No.

23 Q. Or expired?

24 A. No.

25 Q. That was the only one?

1 A. Mm-hmm.

2 Q. Okay. You mentioned part of your onboarding process
3 you had to take a test. Is that a written test?

4 A. Mm-hmm.

5 Q. Is that a yes?

6 A. Yes.

7 Q. Other than the test -- and we're going to get into the
8 written materials that may have been provided. Was
9 there any in-person training that you received?

10 A. Not that I'm aware of.

11 Q. No in-service trainings, ambulation training?

12 A. No.

13 Q. I'm going to show you what is going to be Plaintiff's
14 Number 1.

15 (Plaintiff's Exhibit Number 1 marked)

16 EXAMINATION RESUMED BY MR. PURIEFOY:

17 Q. So what we're looking at is what's been marked as
18 Plaintiff's Exhibit Number 1. This was provided to us
19 by Comfort Keepers as part of their production to some
20 discovery in this case. If you want to look at this
21 for a minute and let me know if this looks familiar to
22 you. This is called New Employee Orientation.

23 A. Yes, I would think so, something to that effect.

24 Q. Is this like a slide show that would have been shown to
25 you at some point during your onboarding?

1 A. Of course, yes.

2 Q. And do you recall looking at this and going through
3 this?

4 A. I recall doing papers, looking or watching -- I told
5 you watching something to this effect right here, and
6 then you had to go through and answer questions and you
7 had to pass it.

8 Q. And do you know if the questions that were being asked,
9 was it about information that was contained in this
10 orientation manual?

11 A. It was on caregiving.

12 Q. If you'll look at page 6---

13 A. Jesus.

14 Q. Well, 6 is missing from mine.

15 A. This doesn't make any difference to me if I look at it
16 or not.

17 Q. Actually page 7. Page 7, if you can turn to page 7 of
18 that. In the top right-hand corner do you see 7 Types
19 of Abuse?

20 A. No, I don't.

21 Q. So if you look at the bottom right-hand corner of the
22 page it says 7, and then at the top right-hand corner.

23 A. I see where it says that on top, yes.

24 Q. 7 Types of Abuse?

25 A. It says, Abuse and Neglect Reporting.

1 Q. Look directly above that one.

2 A. Yes.

3 Q. Okay. Do you recall receiving any training
4 specifically as it relates to the seven types of abuse
5 that are listed here? It's physical, sexual,
6 emotional, neglect, abandonment, financial, and self-
7 neglect. Do you recall receiving any sort of training
8 from Comfort Keepers on those seven types of abuse?

9 A. We did -- we watched the movie thing, and then we did
10 the paperwork, the test. I don't know what was on that
11 thing. I remember watching it. I remember doing the
12 paperwork, and I finished it.

13 Q. Do you recall if there was a certain score you had to
14 get to pass that test?

15 A. I'm not sure.

16 Q. Did they tell you what would happen if you failed the
17 test?

18 A. No.

19 Q. Did you understand that if you didn't pass the test
20 that you wouldn't be employed by them?

21 A. I don't remember that.

22 Q. But you did pass the test?

23 A. Well, I'm sure.

24 Q. Well, I'm asking do you recall passing the test?

25 A. I'm assuming that I did. I don't know. I don't. I

1 didn't do the paperwork. They did the paperwork.

2 Q. All right. Let me show you Plaintiff's 2.

3 (Plandiff's Exhibit Number 2 marked)

4 EXAMINATION RESUMED BY MR. PURIEFOY:

5 Q. All right, if you'll look at Plaintiff's Exhibit Number
6 2, do you see where it says Comfort Keepers and then
7 Acknowledgment?

8 A. Yeah.

9 Q. If you go about halfway down the page, do you see where
10 it says Employee Signature?

11 A. Yes.

12 Q. Is that your signature?

13 A. Yes.

14 Q. And if you look directly to the right of that, it says
15 2/25/21 at 10:57 AM. Do you see that?

16 A. Yes.

17 Q. So would it be fair for me to presume that your start
18 date with Comfort Keepers was February 25th of 2021?

19 A. If that's what it says.

20 Q. If you look in the first sentence under Acknowledgment,
21 it says, "The employee guide was reviewed with me." Do
22 you have any idea what the employee guide was?

23 A. I have no idea.

24 Q. It goes on to say, "I also acknowledge I've had an
25 opportunity to ask questions and express concerns." Do

1 you see that?

2 A. Yeah.

3 Q. Do you recall at the time that you were hired whether
4 or not you asked any questions or --

5 A. I don't.

6 Q. -- expressed any concerns?

7 A. I don't recall.

8 Q. And do you not recall that because of the amount of
9 time that's passed or because of medications or---

10 A. Between medications and my mind is constantly moving so
11 fast and I'm constantly analyzing everything around me,
12 I don't have the patience to sit here and read that.
13 I'm going to go by what you say and yes.

14 Q. Okay. Well, unfortunately I need you to read some of
15 these things because---

16 A. Okay. Well---

17 Q. It's just important that we do.

18 A. It makes me angry. Like I don't -- it is very hard for
19 me to sit here and have the patience to read this crap
20 after I've already done it. If I've already done this
21 and signed this, it's obvious that I did this.

22 Q. It's obvious to you, but I wasn't there, and so there
23 are instances where individuals say this isn't my
24 signature or I didn't sign this or whatever the case
25 may be. So I have to ask you questions about the

1 specifics of these documents. Okay?

2 A. Okay.

3 Q. And I get it's frustrating, and if it gets so
4 frustrating to the point that you need to take a break,
5 please let me know, and that is completely fine. Okay?

6 MR. BARLOW:

7 Just do the best you can.

8 EXAMINATION RESUMED BY MR. PURIEFOY:

9 Q. All right. Do you have any idea at the time that you
10 were hired -- so this indicates that your hire date was
11 February 25, 2021. Do you have any reason to believe
12 that's not true?

13 A. No.

14 Q. Do you recall who you reported to directly when you
15 were first employed by Comfort Keepers?

16 A. No. I was in the office I think once. I went -- I
17 think we had to go there to the front desk. We picked
18 up checks. Other than that I had my meeting there and
19 did the paperwork.

20 Q. When you were --

21 A. Hired.

22 Q. -- first being hired?

23 A. Yes.

24 Q. And then after you were hired did you only go to the
25 office to go pick up your checks?

1 A. Yeah.

2 Q. Okay. Who did you understand your supervisor to be,
3 your boss to be?

4 A. I have no idea.

5 Q. So when you started---

6 A. There were so many people. Like when you go in there
7 you talk to different people, and you take your test,
8 people are coming in and out, and that's it.

9 Q. So when you were first hired you don't recall there
10 being any direction given to you about who you were
11 supposed to report to if you had questions, concerns?

12 A. I don't recall.

13 Q. When you began working was there anyone that you met
14 with on a weekly basis to give updates about the care
15 that you were giving to patients?

16 A. No.

17 Q. Was there a system where you recorded like a daily log
18 of activities?

19 A. I do believe -- I do remember at one location I do
20 believe I had to fill out how much she'd eat or how
21 much she'd drink, but other than that I don't remember.
22 I think there -- I think there is, but I don't
23 remember. I don't remember.

24 Q. And really I guess what I was asking is whether or not
25 at the end of a shift if you had to fill out like a log

1 of activities and send it in to somebody at the end of
2 the day.

3 A. Not -- wait. I do remember there was a lady I took
4 care of, and I took a picture and sent in the paper, a
5 paper that I had to fill out how much she'd eat or how
6 much she'd drink, and I had to take a picture and send
7 it in I think. I don't remember exactly, but I know it
8 had to be something like that, because I remember
9 taking a picture of it and sending it in.

10 Q. Do you remember who you would have sent that to?

11 A. It was a -- I think it's a nurse in -- it's in the
12 book, and we had to send it to her I think.

13 Q. But at the conclusion of the day you didn't have a
14 phone call with a supervisor --

15 A. No.

16 Q. -- that said this is what I did today, these are the
17 services I provided?

18 A. No.

19 Q. When you began working, was Dr. Grist -- do you know
20 who Dr. Grist is, Dr. Stanford Grist?

21 A. Yes.

22 Q. Did you provide in-home care services to him at some
23 point during your employment with Comfort Keepers?

24 A. Yes.

25 Q. Was Dr. Grist your first patient after you became -- or

1 first assignment after you became employed with Comfort
2 Keepers, or did you have any before him?

3 A. I had several.

4 Q. Several before him or at the same time?

5 A. At the same time I think or before. You would have
6 shifts, and you'd go to the different houses, and you'd
7 have -- you'd go at times. So we had a schedule.

8 Q. Okay. Who set your schedule?

9 A. I have no idea.

10 Q. How would you get your schedule? How would you know
11 which house you were supposed to go to on any given
12 day?

13 A. They would call and ask, Well, can you go here or can
14 you go here? It's constant phone calls. Can you go
15 here or here or here? So a lot of times I quit taking
16 the calls because there was so much. But I don't know.
17 I don't know who that is that called.

18 Q. I'm thinking on just a typical job where you get a
19 schedule a week before and it tells you what days
20 you're supposed to work, it doesn't sound like Comfort
21 Keepers had that kind of schedule where you knew in
22 advance what days and which assignments you were going
23 to be working?

24 A. Not in most, but I know I had to go to Dr. Grist from
25 eight to eight, and it was -- I don't remember. It was

1 not -- I don't remember how many days a week that it
2 was. It wasn't -- because they knew I could only make
3 so much. I don't remember what days I had to be there,
4 but I do know it was like from eight to eight when I
5 did go.

6 Q. 8:00 PM to 8:00 AM?

7 A. Yes.

8 Q. Do you recall about how many days a week you worked?

9 A. I do not remember.

10 Q. Do you know what your hourly rate was?

11 A. I do not know.

12 Q. Do you know how frequently you were paid?

13 A. I think it was biweekly.

14 Q. But you do know that in any given month you never
15 received more than \$1300?

16 A. No.

17 Q. Again, I'm guessing you probably don't recall about how
18 many hours --

19 A. No.

20 Q. -- per week you worked?

21 A. No.

22 Q. Do you recall how long you had been with Comfort
23 Keepers before you were put on assignment with Dr.
24 Grist?

25 A. I do not know.

1 Q. But he wasn't your first assignment?

2 A. Oh, no, I don't think so. There was -- I think there
3 was other people working there. They were having
4 trouble keeping people up there.

5 Q. By keeping people up there meaning?

6 A. Workers.

7 Q. Okay. Comfort Keepers had a high turnover rate?

8 A. Up there, yes, at Mr. Grist's.

9 Q. Oh, okay. So it was hard to find caregivers to go to
10 Dr. Grist's house?

11 A. Yes.

12 Q. Did you have any conversations with anybody about why
13 that was the case?

14 A. No, sir.

15 Q. So you didn't know why they were having a hard time
16 keeping people there?

17 A. No. They just said when I -- when I first went up
18 there that it was messy. That's all that was said. I
19 didn't ask questions, but I would assume by the house
20 that maybe that's what they were talking about. I
21 don't know.

22 Q. But you didn't have any specific conversations with
23 anyone about that?

24 A. No.

25 Q. In 2021 when you were providing care to Dr. Grist,

1 where did you live in relation to him? How far away
2 were you?

3 A. Maybe I think -- I think I was in Easley with my mom.

4 Q. About how far away was that from---

5 A. It's about a 30-minute drive. Now, to go all the way
6 to Dr. Grist's from Easley, I mean, that's like at
7 least a 45-minute drive.

8 Q. Yeah, that's what I was asking. So to get from where
9 you were staying at the time that you were caring for
10 Dr. Grist, how long of a drive was it from your
11 residence to Dr. Grist's residence?

12 A. Like 45 minutes.

13 Q. Okay. So kind of tell me -- I know that you said that
14 you didn't go to the office very frequently, but when
15 you got put on an assignment I'm assuming before you
16 went to that assignment you would have an opportunity
17 to look at the person's -- have you ever heard of a
18 personal care plan?

19 A. Yes.

20 Q. Okay. So it stands to reason to me that you would have
21 seen this person's care plan to understand their needs
22 before you went on an assignment to their location. Is
23 that fair?

24 A. Normally I would think so.

25 Q. And you understand that personal care plans are exactly

1 what they sound like; they are plans for individuals to
2 provide unique services to them based on their
3 abilities or disabilities. Is that fair?

4 A. Yes.

5 Q. Can you tell me about your initial interactions with
6 Dr. Grist? Did someone accompany you to his house to
7 introduce you to him? Did you show up alone and
8 introduce yourself to him for the first time?

9 A. I don't recall, but I don't think anybody went with me
10 up there to -- they usually take you like to let you
11 meet them one time, but I don't recall doing that. I
12 mean, I'm not saying that I didn't. I just do not
13 recall doing that.

14 Q. Do you remember having any conversations with anyone
15 about Dr. Grist, that he was aggressive, that he was
16 mean, that he was flirtatious? Did you have any
17 preconceived notions about Dr. Grist before you started
18 working with him?

19 A. No.

20 Q. So you didn't know Dr. Grist from Adam's house cat?

21 A. No.

22 Q. Do you recall ever voicing any concerns or issues with
23 providing care to Dr. Grist when you were originally
24 assigned?

25 A. I think that I asked to be -- it seems like I had asked

1 to be put on a different, a different job than up
2 there. I don't remember, but it seems like I did.

3 Q. And I think I have some documents that may refresh your
4 memory on that. So let me show you what we'll mark as
5 Plaintiff's Exhibit Number 3.

6 (Plaintiff's Exhibit Number 3 marked)

7 EXAMINATION RESUMED BY MR. PURIEFOY:

8 Q. A minute ago I was asking you about the personal care
9 plans that were put together by Comfort Keepers. Do
10 you remember that?

11 A. Yes.

12 Q. So what's in front of you as Plaintiff's Exhibit Number
13 3 is Dr. Grist's assessment and care plan. Do you see
14 that?

15 A. Yes.

16 Q. And if you look in the middle of the page directly
17 under Care Needs. So go to Care Needs. Look down. It
18 says Initial Contact. Do you see that?

19 A. Okay.

20 Q. Right next to that do you see where it says Start Date?

21 A. Yes.

22 Q. And that says September 28, 2020?

23 A. Yes.

24 Q. So, again, to clarify, it appears as though Comfort
25 Keepers began providing in-home care services to Dr.

1 Grist back in 2020. Is that what this --

2 A. I don't know.

3 Q. -- looks like do you?

4 A. I mean, I don't know what those mean, but yes, that's
5 what you're saying.

6 Q. So my question is, was it your understanding that Dr.
7 Grist was a patient of Comfort Keepers before you
8 became an employee?

9 A. Yes.

10 Q. Okay. Then if you look down on the same page where it
11 says Gate Code and it's got a black box next to it
12 where something's been redacted. Do you see where it
13 says Gate Code?

14 A. Mm-hmm.

15 Q. Directly below that do you see where it says Grist's
16 Alzheimer's is slowly progressing?

17 A. Mm-hmm.

18 Q. Is that a yes?

19 A. Yes.

20 Q. And then directly below that do you see where it says
21 Level of Care: 2?

22 A. Yes.

23 Q. And then at the very bottom of the page do you see the
24 age? It says 74?

25 A. Yes.

1 Q. I'm assuming this care plan would have been presented
2 to you before you went out to Dr. Grist's house to
3 begin providing in-home care services. Is that fair to
4 assume?

5 A. I don't remember ever seeing that.

6 Q. Okay. So---

7 A. At all.

8 Q. So when you were placed on an assignment, if you didn't
9 see an individual's care plan, how would you know what
10 you were supposed to be doing for them or not doing for
11 them?

12 A. I don't -- I don't recall that. I don't know if it was
13 from other workers when you go in they tell you what
14 needs to be done and you do it, and I'm assuming that's
15 what we did, but I don't remember. I don't remember.

16 Q. So are you saying that you weren't given this document
17 or you just don't remember this document?

18 A. I do not remember that document.

19 Q. Okay. If you go to the third page of this document
20 under Mental/Behavior Conditions, do you see where it
21 says Mental --

22 A. Yes.

23 Q. -- Behavior Conditions? And directly under that it
24 says, Diagnosed, Client has dementia? Do you see that?

25 A. Yeah.

1 Q. Were you aware that Dr. Grist had dementia?

2 A. That's what they said.

3 Q. Were you aware of that before you began providing
4 services to Dr. Grist?

5 A. I don't remember.

6 Q. I'm just trying to understand how you kept straight
7 what services you were supposed to be providing to
8 which patient. Was there a log book at Dr. Grist's
9 house that told you what tasks were supposed to be
10 performed that day?

11 A. I don't remember.

12 Q. Do you recall if you created a log book that detailed
13 the tasks that were performed that day?

14 A. Wait. There was a notebook on the table. That's
15 right. There was a notebook on the -- well, I don't
16 know what kind of room you would call it, but the room
17 where the table -- in the sitting room or whatever that
18 everybody wrote in I guess like what they did. I'm not
19 sure if everybody wrote in it every day, but I do
20 remember the book being there. I don't know whose it
21 was, but it was there. I don't know if it's just
22 something the girls did, but everybody kind of just
23 wrote in it so they could see I guess what the next
24 person is in for.

25 Q. When you began providing care to Dr. Grist it sounds

1 like you weren't the only caregiver. Is that---

2 A. No, I was not.

3 Q. Do you know how many other caregivers there were?

4 A. There's no telling. I would say a lot, but I am not
5 familiar with an exact number, no.

6 Q. Do you recall any of the names of any of the other
7 caregivers?

8 A. I do not.

9 Q. If you go to the fourth page of the care plan, just the
10 next page over, do you see the list of medications and
11 supplements?

12 A. Yes.

13 Q. Were you provided a copy of these medications and
14 supplements that Dr. Grist was taking?

15 A. No, because I don't give medication.

16 Q. So you don't administer medication at all?

17 A. No.

18 Q. Do you know what any of these medications are for?

19 A. No, I do not.

20 Q. On the same Plaintiff's Exhibit 3, we talked about the
21 level of care on the very first page that says level of
22 care 2.

23 A. Yes.

24 Q. Do you recall that Comfort Keepers had a scaling system
25 where they graded each of their patients on a scale

1 from 1 to 3?

2 A. Rate the patients?

3 Q. Not rating them personally.

4 A. You're talking about levels?

5 Q. Correct.

6 A. Levels of care. I do recall levels of care. I don't
7 know what they are.

8 Q. Okay. Did anyone ever discuss with you the different
9 levels of care being provided to the patients?

10 A. I don't recall.

11 Q. I'm going to show you Plaintiff's 4.

12 (Plaintiff's Exhibit Number 4 marked)

13 EXAMINATION RESUMED BY MR. PURIEFOY:

14 Q. So I'm looking at Plaintiff's Exhibit Number 4. Do you
15 see where it says Comfort Keepers Level of Care?

16 A. Yes.

17 Q. Explained in Orientation? Do you see that?

18 A. Yes.

19 Q. And is it your understanding that this document would
20 have been presented to you at the time that you were
21 hired?

22 A. If it was in the packet I'm sure it was.

23 Q. Can you see, obviously here there's levels 1, 2, and 3?

24 A. Yes.

25 Q. And if you look under the first bold sentence there,

1 directly under that it says, "I am level," and here it
2 says you're a 3. Right?

3 A. Mm-hmm.

4 Q. Is that a yes?

5 A. Yes.

6 Q. So at level 3 it says that you're capable of doing
7 transferring and positioning, Alzheimer's care, end-of-
8 life care, bedridden care, catheter care, and Hoyer
9 lift?

10 A. Yes.

11 Q. Are you familiar with all of those?

12 A. Not the -- not the catheter part, but using a lift and
13 all that, yes.

14 Q. Did you ever receive any training on how to do --
15 again, so transferring and positioning --

16 A. I already knew---

17 Q. -- did you receive any training?

18 A. I already knew how.

19 Q. And how did you already know how?

20 A. Because I had gotten my CNA certificate the years
21 prior.

22 Q. But that had expired by this time. Correct?

23 A. Yes, but my knowledge did not.

24 Q. But my question is, did you receive any additional
25 training from Comfort Keepers on that level of care?

1 A. No. I think they have -- I think they have -- if I'm
2 correct, I think they may have extra training, but I'm
3 not sure what that is or what it's for or what they
4 offer.

5 Q. Do you recall if you participated in that extra
6 training?

7 A. No, I did not.

8 Q. Was it optional?

9 A. I think so.

10 Q. Was there any incentive to participate in that
11 training? Did you get a bonus? Did you get a pay
12 raise?

13 A. No.

14 Q. So is that probably why you didn't participate in the
15 training?

16 A. Probably not, but, I mean -- I mean, I was there to do
17 a job. I was getting paid. That's it.

18 Q. Well, my question is, is there a reason why you didn't
19 participate in that extra training?

20 A. Probably I'm usually really busy or not had the time or
21 not interested. I don't care for people that much, so
22 I didn't really -- I didn't interact with the people
23 over there a lot. You'd see different people all the
24 time. When you go to a job you never get to have
25 friends. You never get to have coworkers because

1 you're constantly going in different places, and so I
2 don't know. You go in, you take this test. Whatever
3 level they think. I don't know how they -- how they
4 determine that. I don't know any of the paperwork.
5 The stuff that they put on here I don't know. I did
6 it. I went to work like they told me to.

7 Q. So something you said to me I guess is a little
8 troubling. You were providing in-home care to
9 individuals. Right?

10 A. Mm-hmm.

11 Q. I think you just said a second ago that you don't
12 really like people?

13 A. No. Not -- not elderly. I'm talking about like in the
14 offices, you had to go in their offices. I don't -- I
15 don't care for that. I don't care for this. Okay?
16 Being in a lot of people, no, I don't care for that.
17 Being one-on-one and having a conversation and getting
18 to know someone is much easier, much easier. And when
19 someone needs help it is much easier to help them.

20 Q. So it's not necessarily that you don't like people;
21 it's just that you don't like crowds of people?

22 A. Right. I don't like certain types of people.

23 Q. What types of people don't you like?

24 A. (Witness gesturing). As we sit here in your suits and
25 your ties and you look at me like I'm shit I'm sure.

1 So---

2 Q. I can assure you that is absolutely not the case, but I
3 think your---

4 A. Continue.

5 Q. Your reaction was you pointed with your arms --

6 A. Yes.

7 Q. -- to essentially all of us in this room. Are you
8 referring to attorneys?

9 A. Just the type of people.

10 Q. And I'm trying to understand what that type---

11 A. Selfish.

12 Q. Selfish people?

13 A. Very selfish, yeah.

14 Q. How could you determine that anyone in this room as we
15 sit here today --

16 A. Selfish.

17 Q. -- are selfish?

18 A. You are.

19 Q. And I'm asking you how did you come to that conclusion?

20 A. Because I know the type of people that you are.

21 Q. When did you formulate that opinion about the type of
22 people---

23 A. Because I've been in and out. I've been around people
24 like this my entire life. Okay? Asking questions,
25 doing this and doing that. It's what it is.

1 Q. So do you mean---

2 A. You have no clue what it's like or what it was like up
3 there, none.

4 Q. Like where?

5 A. At Dr. Grist's.

6 Q. Okay. Do you make a habit of just generalizing people
7 --

8 A. I do.

9 Q. -- before you get to know them?

10 A. I'm very judgmental.

11 Q. Okay.

12 A. As people are with me.

13 Q. And when you have these preconceived ideas about
14 people, does it make you treat them a certain way?

15 A. No. I just don't go around them. I don't treat people
16 badly just because I don't care for them. I just don't
17 go around them.

18 Q. Okay, fair enough. So back to Plaintiff's Exhibit
19 Number 4, I think we agreed that the personal care plan
20 for Dr. Grist said that he was a level 2 level of care.
21 Is that correct?

22 A. If that's what the paper said, yes.

23 Q. So under level 2 it says that Dr. Grist would need help
24 with bathing, grooming, hygiene, mobility assistance,
25 toileting, and incontinent care, feeding and special

1 diets, and dementia. Do you see that?

2 A. Okay. Yes, that's what it says.

3 Q. So level 2 makes specific reference to dementia as did
4 the personal care plan. Correct?

5 A. Yes.

6 Q. So both of those documents are indicating that Dr.
7 Grist suffered from at least some degree of dementia?

8 A. Some, yes.

9 Q. Did you understand that at the time you began providing
10 services to Dr. Grist?

11 A. I do believe, yes.

12 Q. This is going to sound like a silly question, so please
13 do not get frustrated with me, but Comfort Keepers, the
14 services that were being provided were to individuals
15 that had some sort of either mental, physical, or a
16 mixed condition. Right?

17 A. Yes.

18 Q. Disability?

19 A. Yes.

20 Q. Comfort Keepers was not an organization where you were
21 paid just to spend time with someone as a companion.
22 Correct?

23 A. I don't know if I ever did that or not. I have sat in
24 the hospital with patients with nothing to do but sit
25 there with them, but I don't know if that's what they

1 would call it. Maybe. I don't know.

2 Q. For the patients that you were providing care to, did
3 all of them suffer from at least some degree of mental
4 or physical disability?

5 A. I would think.

6 MR. BARLOW:

7 Quick break?

8 MR. PURIEFOY:

9 That's perfect timing, yes.

10 (Off the record; 1:58 -- 2:04 PM)

11 EXAMINATION RESUMED BY MR. PURIEFOY:

12 Q. Ms. McCreary, we're back on the record. I know that
13 we're in a bit of a time crunch here. I'm going to try
14 to get through this as quickly as possible I assure
15 you. Okay?

16 A. Okay.

17 Q. When did you begin taking medications to treat your
18 bipolar or your PTSD?

19 A. 2005.

20 Q. Have you been on those medications consistently since
21 2005?

22 A. No.

23 Q. When you say no, were there periods of time when you
24 weren't taking that medication?

25 A. Yes.

1 Q. Is there a reason why?

2 A. The same reason everybody else does. Because you think
3 you feel better. You think that you feel better and
4 you don't -- so you don't take it. And then when you
5 don't take it, it starts all over again until you can
6 get this thing under control and know that you have to
7 have the medicine. So I have been on it consistently
8 for a year I guess, a year and a half so far.

9 Q. Back in 2021, were there any periods of time that you
10 can recall where you were taking it for a period of
11 time and then came off of it for a period of time?

12 A. From 2005 on. I was put on disability in 2005. From
13 then on up until this last year, yes, off and on
14 medicine. It's never consistent.

15 Q. Okay. Tell me, what are some of the symptoms that you
16 experience when you're not taking your medication?

17 A. Well, to me I'm fine, but to everybody else it's manic,
18 it's depressant, it's rage, it's sadness. I
19 disassociate. I have flashbacks. I have anxiety out
20 the roof. I react off of -- I don't know what you call
21 it. React. I don't know what you call it, but,
22 anyway, I'm sure there's a book full of stuff wrong
23 with me. That is what I am aware of.

24 Q. And I'm not suggesting there's anything wrong with you.
25 I'm not a medical doctor and that's not my job, and I

1 assure you that I do not sit across table judging you.
2 I was just curious about what some of the symptoms were
3 that you experience when you didn't take your
4 medication.

5 A. I think it's more the being manic. I don't know.
6 You'd have to -- I feel like I'm okay.

7 Q. Sure. Sure, but you said between 2005 and basically
8 the last year, prior to that, prior to the last year it
9 was kind of off and on with your medications?

10 A. Yeah. It was court ordered at one point. I don't know
11 what year that was, what judge that was or how long
12 that lasted, but...

13 Q. What led to that court order? Did something happen
14 that made you go in front of -- were you---

15 A. Oh, yeah. I would try to kill myself.

16 Q. Were you admitted to Marshall Pickens?

17 A. Oh, yes.

18 Q. When was the last time you were admitted?

19 A. I don't know. I mean, I know that I've been in and out
20 of there since I was a child.

21 Q. Do you think it's been more than five years since
22 you've been there?

23 A. Yes. Yeah. Yes, it has.

24 Q. So the order from the judge for you to continue to take
25 your medication would have been more than five years

1 ago?

2 A. Yes.

3 Q. Are you aware of whether that order was ever lifted?

4 A. I'm not sure.

5 Q. Were you represented by an attorney in that case?

6 A. No. When you go to Marshall Pickens I think it's like
7 they do that on their own.

8 Q. Was it part of your discharge plan?

9 A. I think so.

10 Q. Were you in outpatient --

11 A. Yes.

12 Q. -- treatment?

13 A. Yes.

14 Q. I'm going to show you what we're going to mark as
15 Plaintiff's 5.

16 (Plaintiff's Exhibit Number 5 marked)

17 EXAMINATION RESUMED BY MR. PURIEFOY:

18 Q. And I understand you are not going to be familiar with
19 this document, and that's perfectly fine. I just want
20 to ask you a couple of things. So what I just gave you
21 is Plaintiff's 5. Do you see on this document in the
22 middle of the page it says Order?

23 A. Where?

24 Q. Top right.

25 A. Yes.

1 Q. And it says filed July 30, 2020. Do you see that?

2 A. Yes.

3 Q. Greenville County Probate Court. Do you see that?

4 A. Yes.

5 Q. If we go to the second page of this document, if you go
6 down to paragraph number four, do you see paragraph
7 four?

8 A. Yes.

9 Q. Paragraph four, part of it reads, "Dr. Stanford W.
10 Grist is for purposes of a temporary finding an
11 incapacitated person in need of protection and
12 assistance by an appointment of a temporary Guardian."
13 Do you see that?

14 A. Yes.

15 Q. It goes down in the next sentence, "This is supported
16 by the physician's affidavit filed with the Court by
17 Dr. John R. Absher, MD, and Dr. Stanford Grist is
18 unable to effectively receive, evaluate, or respond to
19 information or make or communicate decisions with
20 appropriate reasonably available support and assistance
21 in order to meet the essential requirements for his
22 physical health, safety, or self-care." Do you see
23 that?

24 A. Yes.

25 Q. Do you agree based on your interactions with Dr. Grist,

1 do you believe that he needed assistance with everyday
2 run-of-the-mill activities?

3 A. Maybe not so much that they had written down, but a
4 little help, yes.

5 Q. So he wasn't completely self-sufficient?

6 A. No.

7 Q. So he did rely on people to help him to do certain
8 tasks throughout the day. Is that fair?

9 A. Yes.

10 Q. If you look at paragraph one, not the paragraph
11 directly above it, but the one right above that, it
12 makes reference to an individual named Jennifer L.
13 Browning. Do you know who Jennifer Browning is?

14 A. No. I think that's somebody at the company. I know
15 that name. I think it was on our check or something.

16 Q. Do you recall ever having any conversations with
17 Jennifer Browning?

18 A. No.

19 Q. No interactions with her at all?

20 A. I don't know who -- I don't know who that is. I mean,
21 if she hired me, then I would say I did, but I don't
22 know. I know that name. I know that, the Browning.
23 So...

24 Q. Sure. Browning Geriatrics, does that familiar?

25 A. I think so.

1 Q. And that's fine. What about Tracy Parsons? Do you
2 know that name?

3 A. I know that name.

4 Q. You don't know who she is what she does?

5 A. No.

6 Q. You don't know who she's employed by?

7 A. I think -- is it -- she's at Comfort Keepers I think.

8 Q. I don't think she is.

9 A. I don't know.

10 Q. She---

11 A. I don't know who she is, but I remember her -- I
12 remember hearing her name.

13 Q. Okay, that's all I was wondering. So you didn't have
14 any direct correspondence or conversations with either
15 Jennifer Browning or Tracy Parsons as far as you can
16 recall?

17 A. No.

18 Q. You certainly didn't speak with them on a daily basis?

19 A. Oh, no.

20 Q. Let's talk about you actually being on-site with Dr.
21 Grist. How was he? How was his demeanor? Was he a
22 quiet person, a loud person?

23 A. No.

24 Q. An outspoken person?

25 A. He'd talk to me. He wasn't -- he wasn't loud or

1 anything like that. He was very polite. He was a
2 little bit forgetful, but we spent a lot of time
3 outside on his property. He'd conversate with me about
4 things, and he seemed mostly okay. I mean, I knew that
5 he would forget some, but he had conversations that
6 seemed pretty normal to me.

7 Q. But as you sit here today, do you recall seeing at
8 least some signs of cognitive decline? He would forget
9 things sometimes?

10 A. Yes.

11 Q. And when you would go to stay with Dr. Grist did you
12 always work an eight to eight shift? Was it always
13 eight at night to eight in the morning?

14 A. I don't think at first. It was a lot of people at
15 first. So I don't remember. I think it was during the
16 day at first, and then I was put to night, and then
17 that was -- that was the very last that I was going
18 there.

19 Q. Did there come a time where -- was there ever a time
20 during your employment with Comfort Keepers where Dr.
21 Grist was your only assignment?

22 A. No.

23 Q. So there were always other assignments that were going
24 on --

25 A. Yes.

1 Q. -- while you were caring for Dr. Grist?

2 A. Yes.

3 Q. Do you know how many of them were male and how many
4 were female?

5 A. I do not know.

6 Q. Did you have other male patients that you were caring
7 for?

8 A. I don't think so.

9 Q. The others were female patients?

10 A. I think so, yeah.

11 Q. Do you recall how many days a week you were going
12 there?

13 A. I do not.

14 Q. Do you ever recall Dr. Grist yelling at you or
15 screaming at you?

16 A. No.

17 Q. Do you ever recall having any conversations with any
18 other caregivers where they said that Dr. Grist was
19 getting physical or being combative?

20 A. Not that I know of.

21 Q. So as you sit here today, is your recollection of Dr.
22 Grist's demeanor that he was a fairly calm individual?

23 A. Calm, yes.

24 Q. Any caveat to calm? Was he something else other than
25 calm?

1 A. He was just friendly. He's friendly and unhappy.

2 Q. Unhappy with what?

3 A. He was unhappy up there. He was unhappy up there where
4 he was and the people around him. I don't understand
5 it. I didn't ask questions. I let the man talk.

6 Q. Sure, and that's why I'm curious what he said to you.
7 Was he expressing that he was unhappy with his living
8 conditions or that he was having people come in and out
9 of his house?

10 A. His ex-wife, there were lots of times I think that she
11 picked him up and he would go up there. He did not
12 care to go at times. The house is terrible. When I
13 started working there, there was no food. Just the
14 living arrangements were sad. He talks about women
15 pressuring him. I know that some people brought a card
16 up there to him, but he didn't open it. He didn't want
17 to read it. But he never said anything, like he didn't
18 get upset. He wasn't happy or sad. He just didn't
19 open the card. I know that he said that somebody there
20 before, before me -- I'm not sure who it was -- he said
21 someone had touched him inappropriately. I don't ask
22 questions. I don't. You know, the only person I had
23 ever seen come up there was his ex-wife and I think --
24 I think it was one of -- I think it was his daughter,
25 the one that lives there or something.

1 Q. So Dr. Grist articulated to you at least at some point
2 that he felt as if somebody had touched him
3 inappropriately?

4 A. Yes. And he called someone his girlfriend up there. I
5 don't know. I don't know. They said it was messy when
6 we started there. We just went to work.

7 Q. You've used the phrase messy a couple times. When you
8 say messy, do you mean the physical condition of the
9 home, or do you mean it was a hectic situation?

10 A. Whatever the situation was that was going on there was
11 messy is what they said. I don't -- I don't ask
12 questions, but whatever it is I'm assuming that's why
13 they had trouble keeping people. I don't know. They
14 just said it was messy.

15 Q. And did they say that to you before you started
16 providing services to him?

17 A. No. It was while I was there. I think when I had
18 went, very first started up there. So I was unsure
19 what I was walking into. So, but...

20 Q. Did you feel as though when you got put into that
21 situation and started providing the services to Dr.
22 Grist, did you feel as though it was messy?

23 A. Yes.

24 Q. Okay. Why?

25 A. People in and out. There were a lot of -- there was

1 something about the siblings. I don't know. Them
2 fighting over shit and something about the card being
3 brought up there and he didn't want to read it. And I
4 think it was more family problems, but I don't know. I
5 don't -- I don't ask questions. I don't care what
6 their family problems are. I don't.

7 Q. Sure. So from your point of view, though, was the care
8 you were providing to Dr. Grist, was that messy or was
9 that pretty straightforward?

10 A. That was pretty straightforward. I felt like the only
11 time that, you know -- I don't know. He spent a lot of
12 time outside, and it was like he was just left there
13 with nothing. I didn't really understand the
14 situation. It wasn't okay.

15 Q. What wasn't okay?

16 A. Well, the house, the living arrangements. I felt like
17 he wasn't being treated kindly.

18 Q. How would you describe the condition of his home when
19 you---

20 A. Bare minimum. Very bare minimum. The refrigerator was
21 bare, literally. I had taken food before. It seemed
22 like he was thrown in there and just -- I don't know.
23 It was just not -- it was like a old block house.

24 Q. When you would do your shifts, were all your shifts 12-
25 hour shifts?

1 A. Yes.

2 Q. So whether it was 8:00 AM to 8:00 AM or some other time
3 during the day, it was always an eight-hour shift?

4 A. If they sent me to someone's house if someone didn't
5 show up, it was usually for a shift, and sometimes I
6 think you would only have to go for a couple hours, but
7 most of the time it was to cover someone's shift
8 because they didn't show up.

9 Q. With Dr. Grist, was it predominately 12-hour shifts
10 with Dr. Grist?

11 A. As far as I know. Mine was.

12 Q. Yours were?

13 A. Yes.

14 Q. Correct. I'm referring to you. When you would do the
15 eight to eight shifts, would Dr. Grist have already
16 eaten dinner at those times? Would he have been fed?

17 A. Yes.

18 Q. Was there ever a time that you were there from eight to
19 eight or at some other time during the day where there
20 wasn't food in the house for Dr. Grist to eat?

21 A. When I first started.

22 Q. Did that improve? Did that get better?

23 A. It did. We had to complain.

24 Q. To who?

25 A. The girl -- the girls that worked there, I think

1 amongst ourself we talked about it, and somebody must
2 have said something, because somebody started bringing
3 food. I don't know between maybe his daughter and his
4 ex-wife maybe. I don't know, but---

5 Q. But there was some period of time where it didn't seem
6 like Dr. Grist was being brought food and people
7 started complaining?

8 A. Not at the beginning, no. I don't know. I mean,
9 unless they were taking him to eat or bringing
10 something in for him.

11 Q. All right. So in order to hopefully get this wrapped
12 up soon we're going to get into the uncomfortable --

13 A. Fine.

14 Q. -- stuff. Okay?

15 A. Go ahead.

16 Q. So obviously you're aware that one of the allegations
17 that has been brought in this case against all of the
18 named defendants is that Dr. Grist was subjected to
19 some form of sexual abuse. Are you aware of that fact?

20 A. That's what the paper said.

21 Q. And are you aware that on at least one occasion Dr.
22 Grist has suggested -- not suggested -- said that he's
23 engaged in sexual relations with you?

24 A. I'm aware?

25 Q. Are you aware of that fact? I'm not asking -- I'm not

1 suggesting that it's true. I'm asking are you aware
2 that Dr. Grist has said that you and him have had
3 sexual relations?

4 A. No, I'm not aware of that.

5 Q. So no one's articulated or told you that Dr. Grist has
6 said to a number of individuals that you and him have
7 engaged in sexual activities together?

8 A. No.

9 MR. BARLOW:

10 Object to the form. Go ahead.

11 EXAMINATION RESUMED BY MR. PURIEFOY:

12 Q. Is that a no?

13 A. No.

14 Q. Did you and Dr. Grist ever have intercourse?

15 A. No.

16 Q. Did you and Dr. Grist ever kiss?

17 A. I am going to use my Fifth Amendment on these, on
18 these.

19 Q. Okay. Did you ever make or file any formal complaints
20 against Dr. Grist for sexual advances that were being
21 made towards you?

22 A. No. I had asked to be -- have another job.

23 Q. Why?

24 A. Because it was uncomfortable there. I had to keep him
25 outside all the time to not be alone with him inside.

1 Q. And why didn't you want to be alone with him inside?

2 A. Because he's pushy.

3 Q. Pushy how?

4 A. Because he says that how beautiful I am, he hasn't been
5 around a beautiful woman in so long, and he just is
6 touchy-feely, touchy-feely, and I had asked to be put
7 on a different job. He is very aware of those times,
8 and he was also told no. He was told he cannot be
9 touching.

10 Q. By who?

11 A. By me.

12 Q. Did Dr. Grist touch you inappropriately?

13 A. Dr. Grist would be touchy-feely.

14 Q. Okay. What does that mean?

15 A. He would touch me. Like whether it would be put his
16 hand on my back, you know, just it wasn't -- I don't
17 know what he thought. Like I don't know. Like touch
18 me inappropriately down there? No.

19 Q. Did Dr. Grist ever grab your breasts?

20 A. No.

21 Q. Did Dr. Grist ever grab your buttocks?

22 A. Yes.

23 Q. Did Dr. Grist ever make attempts to kiss you?

24 A. I don't recall that.

25 Q. Have your lips ever touched Dr. Grist's lips?

1 A. I will exercise my Fifth Amendment.

2 Q. Okay. I'm going to show you what we're going to mark
3 as Plaintiff's Exhibit 6.

4 (Plaintiff's Exhibit Number 6 marked)

5 EXAMINATION RESUMED BY MR. PURIEFOY:

6 Q. Plaintiff's Exhibit Number 6, you may or may not have
7 ever seen this before, but this is a March 25, 2022 e-
8 mail from Jennifer Browning. Do you see that at the
9 very top of this document?

10 A. Yeah.

11 Q. And if you come down to the body, directly under where
12 it says, Hi Jennifer, do you see that?

13 A. Yes.

14 Q. And let me know if I'm accurately reading what is being
15 conveyed, but it says, "Hi Jennifer, I wanted to make
16 you aware of a situation pertaining to Dr. Grist.
17 There was an incident this morning our caregiver
18 reported to her supervisor. The details are listed
19 below." Do you see that sentence?

20 A. Yes.

21 Q. And directly below that it says, "Our caregiver
22 reported that Dr. Grist made sexual advances towards
23 her." Do you see that?

24 A. Yes.

25 Q. Was that you that's being referred to in this

1 situation?

2 A. I don't think so.

3 Q. So that's what I needed to know. Let's go to the very
4 last bullet point. "Our caregiver reported that Dr.
5 Grist made a threat during this time." Do you see
6 that?

7 A. Yes.

8 Q. And it says, "Dr. Grist threatened to kill himself --
9 kill her and himself." Did Dr. Grist ever threaten to
10 kill you or himself?

11 A. No.

12 Q. Okay. And I'm asking you this because, of course, I'm
13 not privy to these conversations until it was produced
14 to me. So I don't know who they're talking about. So
15 I needed to know --

16 A. I don't think that's me.

17 Q. -- if this was you or if it was somebody else.

18 A. Because that under there, like he was not combative at
19 all. So I don't think that's me.

20 Q. Okay. Let me show you Plaintiff's 7.

21 (Plaintiff's Exhibit Number 7 marked)

22 EXAMINATION RESUMED BY MR. PURIEFOY:

23 Q. I know this is difficult to read. I tried a million
24 different ways to try to enhance this to keep some of
25 the dates and stuff square, but I what I did to try to

1 make it a little bit easier, on the second page I
2 narrowed it down to the sections that I think are
3 pertinent for the purposes of today. So on your
4 version you should see some highlights. Do you see a
5 highlighted portion on yours?

6 A. Yes.

7 Q. So I would submit to you that these were documents
8 produced to me during the discovery process in this
9 case, and they purport to be internal notes of
10 individuals at Comfort Keepers. Okay?

11 A. Okay.

12 Q. Whether you've seen this or not, that's perfectly fine.
13 I'm just letting you know what this is. And so if you
14 look at the second page there are some things I would
15 like to go through with you starting with, "Kerri came
16 into the office today."

17 MR. BARLOW:

18 You know, we're going to take a break and read this
19 since this is the first time we got it. Okay?

20 MR. PURIEFOY:

21 Sure, yeah. Hold on just one second. I just want to
22 make sure. This is 30(j)(8)?

23 MR. BARLOW:

24 Yeah.

25 MR. PURIEFOY:

1 Okay. I just wanted to make sure.

2 (Off the record; 2:28 -- 2:31 PM)

3 EXAMINATION RESUMED BY MR. PURIEFOY:

4 Q. Ms. McCreary, we're back on the record. So this is
5 Plaintiff's Exhibit Number 7 that we're looking at.
6 This is a internal note that looks like it's dated May
7 27, 2021, and it says, "Kerri Burnett McCreary, comma,
8 Dr. Stanford Grist." Do you see that?

9 A. Yeah.

10 Q. About halfway down it starts with, "Kerri came into the
11 office." Do you see that?

12 A. I read that, yes.

13 Q. It says, "Kerri came into the office today to discuss
14 the accusation that was brought to our attention from
15 the family regarding her and Dr. Grist possibly having
16 sexual relations. Brandon, myself, and Lindsay" -- do
17 you recall going into a meeting with three individuals
18 that are employees of Comfort Keepers?

19 A. Yes.

20 Q. Do you recall who was in that meeting?

21 A. I don't know who they were.

22 Q. Do you know who Brandon is?

23 A. No, I do not.

24 Q. Do you know who Lindsay is?

25 A. I do not.

1 Q. Do you know who the owners of Comfort Keepers are?

2 A. I do not.

3 Q. Did you ever meet the owners?

4 A. I don't think so.

5 Q. But a meeting did happen to discuss these allegations?

6 A. Yes.

7 Q. All right. Next sentence, "Brandon led the
8 conversation and he started by ensuring Kerri that we
9 were on her side, so it was best for her to tell us
10 exactly what occurred between her and Dr. Grist." Do
11 you see that?

12 A. Yes.

13 Q. Do you recall that part of the conversation?

14 A. I do not.

15 Q. Next it says, "Kerri admitted that Dr. Grist has made
16 moves towards her many times and that it's made her
17 very uncomfortable but that she didn't tell anyone in
18 the office because she hoped it would end." Do you see
19 that?

20 A. I do see that.

21 Q. Is that an accurate statement?

22 A. I don't recall that.

23 Q. You don't recall making that statement --

24 A. I do not.

25 Q. -- or you don't think it's accurate?

1 A. I don't recall making that statement.

2 Q. Well, is it accurate that Dr. Grist made you feel
3 uncomfortable?

4 A. I was uncomfortable up there at times, yes.

5 Q. And was that because he was making sexual advances
6 towards you?

7 A. At times.

8 Q. It goes on to say that Dr. Grist tried to kiss her
9 multiple times but that it was normal for him to kiss
10 the ladies on the forehead or hand. Do you see that?

11 A. Yes.

12 Q. Is it true that Dr. Grist tried to kiss you a couple of
13 times?

14 A. Not that I'm aware of.

15 Q. Okay, I need to make sure I'm clear on this. You're
16 saying that you're not aware of any times where Dr.
17 Grist tried to kiss you?

18 A. I'm going to use my Fifth Amendment.

19 Q. Okay. Next sentence, "However, she did say that he has
20 kissed her on the mouth multiple times but with no
21 tongue." Do you see that?

22 A. Yes, I see that.

23 Q. Is that a true statement?

24 A. I don't remember saying that.

25 Q. Well, my question to you is, is that a true---

1 A. Is that what the paper reads? Yes.

2 Q. That's what it says.

3 A. That's what the paper says, yes.

4 Q. And then my second question is, is that a true
5 statement?

6 A. What was it?

7 Q. It was, "However, she did say that he has kissed her on
8 the mouth multiple times but with no tongue."

9 A. Not that I'm aware of. That's not -- that's not
10 correct.

11 Q. What's not correct?

12 A. That statement.

13 Q. What part about that statement?

14 A. Like he didn't kiss me several times and all that.
15 That's not -- that's not accurate.

16 Q. Okay. Is it inaccurate because it says multiple times,
17 or is it inaccurate because---

18 A. I don't recall making this statement or whatever that
19 is.

20 Q. And that's okay. I'm not asking about whether you
21 recall making the statement. My question to you is, is
22 this statement incorrect because it says that he kissed
23 you --

24 A. I'm going to use my---

25 Q. -- multiple times?

1 A. I'm going to use my Fifth Amendment.

2 Q. Okay. It says, "Kerri also stated that on the
3 overnight shift, she sat in his bed two or three times
4 only to get him to go to sleep and then she would leave
5 the room." Do you see that?

6 A. Yeah, I see that.

7 Q. That's what the internal note -- this internal note
8 says that?

9 A. The document says that.

10 Q. What I just read to you?

11 A. Yes.

12 Q. Yes, okay. Is that a true statement?

13 A. I'm unaware of that. I'm going to use my Fifth
14 Amendment.

15 Q. "Even when he would fall asleep he would wake back up
16 and come find her." Do you see that?

17 A. I do see that.

18 Q. And is that an accurate statement?

19 A. He had, yes.

20 Q. Tell me about that.

21 A. He would get up and wake me up. If I went into the
22 other room he would wake -- he would come in there.
23 After I would put him down he would be in the room for
24 the night. He would get up and come to where I was.
25 Well, at night of course we can't go spend time

1 outside. So it was just a -- it was aggravating.

2 Q. What would he do when he woke you up?

3 A. I don't recall. Just -- I don't recall.

4 Q. Okay. She mentioned she got on top of him once but
5 that she did not have sex with him. Do you see that?

6 A. I do see that.

7 Q. Is that an accurate statement?

8 A. Not that I'm aware of.

9 Q. What do you mean when you say not that you're aware of?

10 A. I don't -- I don't know that statement. I don't---

11 Q. Did you ever get on top of Dr. Grist --

12 A. No, I did not.

13 Q. -- at one point?

14 A. I did not.

15 Q. "She said she was extremely uncomfortable but thought
16 it would make him go to bed." Do you see that?

17 A. I do see that.

18 Q. Do you agree with that statement?

19 A. I don't. I don't recall these. I'm not going to agree
20 with something that I don't -- that I'm not familiar
21 with.

22 Q. Okay. "he said multiple times that she did not tell
23 the office because she was very embarrassed." Do you
24 see that?

25 A. I do see that.

1 Q. Is that an accurate statement?

2 A. Not that I'm aware of.

3 Q. "She mentioned that he has touched her before, but she
4 did not go into extra details with Brandon when Brandon
5 -- while Brandon was in the room." Do you see that?

6 A. I do see that.

7 Q. When this says that Dr. Grist has touched you before,
8 what does that mean?

9 A. Like on the buttocks. He would -- that's what I'm
10 telling you. He would say how beautiful I was, things
11 like that. He was never ugly or outraged or throwing
12 things like that. He was always very, very nice to me.

13 Q. So when he would touch you on the buttocks what would
14 you say to him?

15 A. I told him we cannot not do that, that it's not
16 appropriate.

17 Q. What would his response be?

18 A. He would go on until the next time, but he would always
19 let me know -- he always would tell me how pretty that
20 I was and that he was not around -- had been -- I think
21 he was lonely. That's what he said. I don't know.

22 Q. When he would tell you those things did it make you
23 feel bad for him?

24 A. No. I was -- it was frustrating. It was scary. It
25 was very uncomfortable, very uncomfortable. So after

1 you say no once or it's inappropriate, I mean, he knew
2 who I was when I went up there to work. He knew
3 exactly who I was. I just feel like this wasn't a
4 accident.

5 Q. Why do you say that?

6 A. I feel like he knows. I feel like he knows what he's
7 doing. I do. I don't feel like I am the only one in
8 this.

9 Q. Sure. And so the things that you were doing with Dr.
10 Grist, whatever they may be, was it because you thought
11 he was able to consent or he knew what he was doing?

12 A. No.

13 MR. PEELE:

14 Object to the form. Go ahead.

15 EXAMINATION RESUMED BY MR. PURIEFOY:

16 Q. Excuse me?

17 A. No.

18 Q. So help me understand what you mean when you say you
19 feel like Dr. Grist knew what he was doing.

20 A. When Dr. Grist would touch me, he's very aware that
21 he's touching me. When I tell him no, he can't do
22 that, he is very aware. He's very aware. Okay? And
23 it makes it very uncomfortable --

24 Q. Who did you tell?

25 A. -- to keep doing that.

1 Q. Who did you tell?

2 A. I had called the office and asked to be changed,
3 because most people when they're elderly will do that,
4 and you do tell them that it's inappropriate and they
5 cannot do that. Sometimes they listen; sometimes they
6 don't.

7 Q. Have you ever had other instances where an elderly
8 individual was touching you --

9 A. No.

10 Q. -- inappropriately?

11 A. No.

12 Q. So this was the first time that this --

13 A. Yes.

14 Q. -- has happened to you? Did you explain to any
15 representative of Comfort Keepers why you wanted to be
16 removed from his shift?

17 A. No.

18 Q. You just simply stated you wanted to be removed?

19 A. Yes. I had not been up there all that long when I had
20 asked to be moved out from up there for other reasons
21 prior, you know, prior to, like it being such a far
22 drive up there to where he was living, a lot of time, a
23 lot of gas. It was aggravating to worry about every
24 day if I'm going to -- you know, how I'm going to keep
25 this man occupied. But I had asked before that, and

1 this, you know, him being touchy-feely or things like
2 that was not -- it was not constant on a daily basis.

3 Q. How frequently was it?

4 A. I don't recall. I do not recall. I know that I was
5 miserable on my job.

6 Q. Because of Dr. Grist?

7 A. Yes.

8 Q. But you never explained to anybody why you were
9 miserable?

10 A. No.

11 Q. Did Dr. Grist ever threaten you?

12 A. No.

13 Q. Did he ever---

14 A. He just said that people are going to come get me and
15 do I have help, but I had no clue what he was talking
16 about. So we went on with the conversation and moved
17 on about our day.

18 Q. Okay, hold on. Help me understand what you just said.
19 You said that he told you that people were going to
20 come get you?

21 A. Yeah, or after me. And he said the women were
22 pressuring him. I have no clue what he was talking
23 about, none.

24 Q. Do you have any idea if Dr. Grist was saying that
25 people were telling him to come forward about what you

1 two had been doing together?

2 A. No. What we had been doing?

3 Q. Well, the---

4 A. The allegations?

5 Q. Correct.

6 A. Okay. I have---

7 Q. Do you know if that's what he was referring to?

8 A. I don't -- I don't know what he was referring to.

9 Q. All right. Then it says---

10 A. I know that he just didn't want to go up there to the
11 house.

12 Q. He didn't want to?

13 A. He did not want to.

14 Q. You mean he didn't want to be at the house?

15 A. No. He didn't want -- when they would come and get
16 him, he -- wherever they went he did not want to go.

17 Q. Did you guys ever talk about why he didn't want to go
18 there?

19 A. No, we did not. I just -- I let him talk out in the
20 yard. He -- you know, he didn't have any of his stuff,
21 people were coming just to get his stuff as they wanted
22 to, and that they didn't want anything but his money.
23 Other than that I don't know what he's talking about.
24 He talked a lot about his property, and that's about
25 it. I mean, he just talked a lot about that.

1 Q. We're going to finish this up here in just a second,
2 but I want to ask you, I think you mentioned earlier on
3 in your deposition that you had been in and out of
4 Marshall Pickens since you were a kid. I think that's
5 how you phrased it.

6 A. Yes.

7 Q. Is that correct?

8 A. That's correct.

9 Q. Do you know at what age you were first admitted to
10 Marshall Pickens?

11 A. I was abused at age eight. I do believe that's when it
12 started, but it could have been before then.

13 Q. Okay. Was it physical abuse, sexual abuse, emotional
14 abuse?

15 A. All of it.

16 Q. So you were sexually abused --

17 A. Yes.

18 Q. -- at some point in your life?

19 A. Yes, at eight.

20 Q. At eight years old?

21 A. Yes.

22 Q. Did the sexual abuse stop at eight years old?

23 A. I don't think. It's on file at Greenville. I had --
24 at that age, at eight, I made a statement down there.
25 So it's -- I don't know. I have gaps that I don't

1 remember things.

2 Q. Sure, and that's okay. I just want to make sure that
3 I'm not being crass in the way that I'm asking
4 questions, but I just need to make sure I have a full
5 understanding about kind of what was going on in your
6 life. After the age of eight, so let's say into your
7 adult years, were you ever a victim of any sort of
8 sexual abuse in your adult years?

9 A. I've had abuse my entire life from men.

10 Q. Sexually abusing you?

11 A. Yes. Not so much as an adult.

12 Q. All right. We're back to Plaintiff's Exhibit 7. It
13 goes on to say, "She did go through a sequence of
14 events of when she took her pants and panties off due
15 to an accident she had." Do you recall that?

16 A. I do not.

17 MR. BARLOW:

18 Do you need a break?

19 WITNESS:

20 No.

21 EXAMINATION RESUMED BY MR. PURIEFOY:

22 Q. And we're almost done.

23 A. It's cool.

24 Q. I'm trying to get through this --

25 A. I just want to get through it.

1 Q. -- so that we can get done. I know. It goes on to
2 say, "She was embarrassed and didn't know what to do,
3 so she went to the bathroom to clean herself up and put
4 her panties in her pocket." Do you see that?

5 A. I do see that. I did see that. I read it.

6 Q. Do you recall that?

7 A. No, I do not.

8 Q. Are you saying that that didn't happen or you just
9 don't recall it?

10 A. I don't recall that, and no, that did not happen.

11 Q. Did Dr. Grist ever see you without your clothes on at
12 any point?

13 A. No, not that I'm aware of. Shouldn't have.

14 Q. Okay. Were you ever undressed at Dr. Grist's house?

15 A. I'm going to use my Fifth Amendment.

16 Q. Then it goes on to say, "Brandon left the room to allow
17 her to speak with Lindsay and I about anything else she
18 needed to." Do you see that?

19 A. Yes. I don't remember speaking to anyone else after
20 that.

21 Q. It then says that Lindsay and I spoke to Kerri a bit
22 longer to ensure her we are here for her. "She
23 mentioned while talking to us that she went to her
24 doctor yesterday because she has PTSD from a situation
25 when she was young." Do you see that?

1 A. I do see that.

2 Q. Do you recall saying that?

3 A. Not like that, no.

4 Q. Not like that?

5 A. No, I don't remember saying that like that, no.

6 Q. In 2021, were you seeing a doctor to be treated for
7 PTSD?

8 A. I've been being treated for PTSD since 2005. Or
9 actually that's part of the disability.

10 Q. Okay. It goes on to say, "Her doctor has set her up
11 with a counselor to help her through this." Do you see
12 that?

13 A. I do.

14 Q. Were you referred to a counselor --

15 A. No.

16 Q. -- at any time after you began providing services to
17 Dr. Grist?

18 A. No.

19 Q. So is that an untrue statement?

20 A. I don't recall that, no.

21 Q. Well, no, no, no. This says that her doctor has set
22 her up with a counselor.

23 A. No.

24 Q. Have you ever had a counselor?

25 A. I've had doctors and therapists my whole life, but not

1 for anything to do with this or before or after it.

2 Q. Do you recall having any conversations with Comfort
3 Keepers about the fact that you had a counselor?

4 A. No.

5 Q. Okay. "She stated again how embarrassed she is and
6 wishes she would have told us sooner." Do you see
7 that?

8 A. I do.

9 Q. Is that a true statement?

10 A. Not that I recall, no.

11 Q. "At this point she did start crying regarding the
12 situation." Do you see that?

13 A. I do see that.

14 Q. Do you recall crying during this conversation?

15 A. I cried the entire time.

16 Q. During the---

17 A. The whole time.

18 Q. So you do remember crying?

19 A. Yeah.

20 Q. You just don't remember what you guys talked about?

21 A. No.

22 Q. "She said she couldn't focus last night at school and
23 is ready for this to be behind her." Do you see that?

24 A. I do.

25 Q. In 2021, were you enrolled at Greenville Tech?

1 A. I don't -- I don't know if I was or not, because I was
2 in and out. There was five years I had to take a break
3 because of abuse. So I don't know exactly what years I
4 was there, but I do know that I was out right at five
5 years.

6 Q. Did you say because of abuse?

7 A. Yes. Narcissistic abuse. An abusive husband, the one
8 that's doing 22 years. He has two CDVs and high and
9 aggravated nature. Okay?

10 Q. Okay.

11 A. Just a lot.

12 Q. Fair enough. Fair enough. It says that she has
13 thought about coming off the schedule multiple times or
14 quitting but that she doesn't want to stop working. Do
15 you see that?

16 A. I do.

17 Q. Is that a true statement?

18 A. I did tell them that I wanted a different job, yes.

19 Q. "Lindsay told Kerri that going forward we will put her
20 with female clients so that something like this would
21 not happen again." Do you see that?

22 A. I do see that.

23 Q. Was that discussed in that meeting?

24 A. Not that I'm aware of.

25 Q. "She then started talking about kissing him and

1 touching her again, and I asked if she ever touched his
2 penis and she said yes."

3 MR. BARLOW:

4 Object to the form.

5 EXAMINATION RESUMED BY MR. PURIEFOY:

6 Q. Do you see that?

7 A. I do not recall. I don't recall that statement.

8 Q. Is that an accurate statement?

9 A. I would take the Fifth Amendment.

10 Q. "To end the conversation I asked her if there was
11 anything else she needed to tell us today and she said
12 no." Do you see that?

13 A. I do.

14 Q. "We reminded her that we are here if she needs to talk
15 at any point or let us know anything else."

16 A. That's what the paper says, yes.

17 Q. And it says, dash HP. Do you know who HP is, those
18 initials are for?

19 A. I do not.

20 Q. So, to clarify, today you're asserting your Fifth
21 Amendment right as it relates to the question of
22 whether or not you and Dr. Grist ever kissed?

23 A. That's correct.

24 Q. You're asserting your Fifth Amendment right as to the
25 question about whether or not Dr. Grist has ever seen

1 you naked?

2 A. Correct.

3 Q. You're asserting your Fifth Amendment right to the
4 question about whether or not you ever touched Dr.
5 Grist's penis?

6 A. Correct.

7 Q. And this is a question. Are you asserting a Fifth
8 Amendment right to the question about whether or not
9 you and Dr. Grist ever had sex?

10 A. Correct.

11 Q. Okay. We don't need to mark this as an exhibit. This
12 is an answer to the complaint that was filed in this
13 case. So I'm going to let you look at it just as a
14 point of reference, but we don't need to enter this as
15 an exhibit. Of course, Ms. McCreary you're aware that
16 you've been named as one of a number of defendants in a
17 lawsuit that's been brought by Stacey Grist?

18 A. That's what I'm aware of.

19 Q. And your attorney that's representing you is here with
20 you today, Thomas Harlow?

21 A. Yes.

22 MR. BARLOW:

23 Barlow.

24 MR. PURIEFOY:

25 Barlow. Excuse me. I apologize, Thomas.

1 MR. BARLOW:

2 That's all right.

3 EXAMINATION RESUMED BY MR. PURIEFOY:

4 Q. Thomas Barlow?

5 A. Yes.

6 Q. Are you aware that an answer was submitted on your
7 behalf responding to the allegations alleged in the
8 complaint?

9 A. No.

10 Q. So the document that's in front of you right now that
11 says Defendant Kerry [sic] Burnett McCreary's Answer to
12 Amended Complaint, do you see that?

13 A. Yeah.

14 Q. Have you ever seen this document before?

15 A. I don't think so.

16 Q. If we go to page 7, the very first defense in this
17 case, and I'm just going to read it to you. I'm not
18 suggesting that you have any idea what this mans, but
19 I'm going to read you this and ask you a question. The
20 first affirmative defense says, "Plaintiff Stanford
21 Grist instigated and consented to any alleged conduct
22 of Defendant McCreary." Do you see that?

23 A. Mm-hmm.

24 Q. As you sit here today, do you believe that Dr. Grist
25 was mentally able to consent to having sex with

1 anybody?

2 A. I will take my Fifth Amendment.

3 MR. BARLOW:

4 And I object to the form of the question.

5 EXAMINATION RESUMED BY MR. PURIEFOY:

6 Q. I'm going to show you what we're going to mark as
7 Plaintiff's Exhibit 8.

8 (Plaintiff's Exhibit Number 8 marked)

9 EXAMINATION RESUMED BY MR. PURIEFOY:

10 Q. Ms. McCreary, this is an affidavit of an individual
11 named Ann Crippen. Do you know who Ann Crippen is?

12 A. She worked at the house, Dr. Grist's house.

13 Q. She was one of the caregivers?

14 A. Yes.

15 Q. If we go to the second page, paragraph number seven
16 says, "I also was aware of the sexual assault by a
17 Comfort Keepers caregiver while Dr. Grist was in her
18 care." Do you see that?

19 A. I do.

20 Q. Do you have any idea if that's referring to you or some
21 other person with Comfort Keepers?

22 MR. BARLOW:

23 Object to the form.

24 MR. PEELE:

25 Object to the form.

1 EXAMINATION RESUMED BY MR. PURIEFOY:

2 Q. You can answer.

3 A. I don't know. I don't think -- I don't think that
4 would be me. I don't know. I don't know who that is.

5 Q. Okay, that's fine. The paragraph directly above it,
6 paragraph six, it says, "I was fully aware of the
7 incident with 'Paul,' a caregiver assigned to Dr. Grist
8 who physically assaulted Dr. Grist on April 29, 2021,
9 by physically dragging him and manhandling him while
10 Dr. Grist was in his care." Do you see that?

11 A. I do.

12 Q. Did you ever hear anything about---

13 A. I do not know anything about that.

14 MR. PEELE:

15 Object to the form, just to make it clear, but she
16 answered it before I could object.

17 MR. PURIEFOY:

18 We'll note the objection. That's fine.

19 EXAMINATION RESUMED BY MR. PURIEFOY:

20 Q. During your time with Comfort Keepers were you ever
21 made aware of any instances where Dr. Grist was
22 physically assaulted or abused by anyone?

23 A. No.

24 Q. Do you know an individual named Paul?

25 A. I do not.

1 Q. So you don't know if there was a Paul or a caregiver
2 named Paul that worked at Comfort Keepers?

3 A. Not that I'm aware of.

4 Q. You're not saying that he doesn't work there; you just
5 don't know if he does?

6 A. Yeah, I don't know.

7 Q. I'm going to ask a question I think I already know the
8 answer to, but just to make sure. This is my only
9 opportunity to ask you.

10 A. Okay.

11 Q. Did the topic of the medications that you took for
12 treating your bipolar and PTSD, did that ever come up
13 in conversations with anyone with Comfort Keepers?

14 A. No. I don't discuss that with anyone.

15 Q. So Comfort Keepers was never aware --

16 A. No.

17 Q. -- of the fact that you took those medications?

18 A. I don't think so. But, I mean, I had to take a drug
19 test while I was there. I'm sure that it would be on
20 there.

21 Q. So you took a drug screen --

22 A. Mm-hmm. Yes.

23 Q. -- as part of your onboarding process?

24 A. Yes.

25 Q. Do you recall any conversations where you had to

1 explain a positive test result on that drug test?

2 A. No.

3 Q. Did you ever see the drug test results after you were
4 hired?

5 A. I didn't see anything after that. That's -- I think
6 that's their -- their stuff.

7 Q. Was there any mention to you about the results of that
8 drug screen?

9 A. No. There wouldn't have been anything in it other than
10 what I take, and nothing I take is a narcotic. So they
11 wouldn't question it I don't think. I don't know.

12 Q. So as you sit here today, it's your understanding that
13 none of the medication that you took would have shown
14 up on a drug test?

15 A. I'm sure it would have shown up. I just don't know --
16 I mean, it's prescribed by my doctor. So I don't know
17 if it would be something that they look at or not. I
18 don't know.

19 Q. Sure, and I certainly appreciate that.

20 A. I don't know.

21 Q. I don't know what you take, and I don't need to ask you
22 what you take at least right now.

23 A. Well, it changes. It has changed. It changes until
24 you find something, until they find something that
25 works.

1 Q. Well, then let me just -- what medications have you
2 been on in the last three years? So from 2021 until
3 now, what medications would---

4 A. I know the medications that I'm on right now.

5 Q. Okay. What are those?

6 A. Lamictal. There's another one I do not know the name
7 of. Klonopin. Adderall. There's another one that's
8 for -- it's a mood stabilizer, but I don't remember. I
9 don't remember the name of it. It's a -- I think it's
10 a generic Cymbalta maybe.

11 Q. The Lamictal, what is that for?

12 A. Bipolar. Bipolar-1.

13 Q. So lamictal, Klonopin, Adderall, Cymbalta I think you
14 said?

15 A. I think -- I think that's the -- I think it's generic
16 for Cymbalta I think. I just know it's a mood
17 stabilizer.

18 Q. Like an antidepressant?

19 A. I think it may be all in one. I don't know, but it's
20 for all of that.

21 Q. Do you take anything specifically for anxiety?

22 A. The Klonopin.

23 Q. Other than these four medications, anything else?

24 A. Not that -- not right now, no.

25 Q. All right. I think those are all the questions I have

1 for you today.

2 MR. BARLOW:

3 Next?

4 EXAMINATION BY MR. SIMPSON:

5 Q. Ms. McCreary, my name is Garrett Simpson. I represent
6 Dr. Jennifer Browning in this case. I'll keep it quick
7 because I only have a couple of questions for you
8 because I believe Devon covered some of what I was here
9 to talk about. But I just wanted to clarify, you were
10 a caretaker when you worked with Comfort Keepers. Is
11 that correct?

12 A. Yes.

13 Q. Did that role involve any sort of administrative
14 duties?

15 A. Not that I know of, no.

16 Q. Were you involved at all in the process when Comfort
17 Keepers would be hired to provide care for a specific
18 patient?

19 A. No.

20 Q. So would it be fair to say that you do not know who
21 hired Comfort Keepers in this case?

22 A. No, I do not.

23 Q. And I believe you testified earlier you do not know who
24 Dr. Jennifer Browning is?

25 A. Doctor? No.

1 Q. I'll just call her Jennifer.

2 A. Okay.

3 Q. We'll drop the formalities. So at that point you did
4 not know her prior to providing care to Dr. Grist. Is
5 that correct?

6 A. No, that's correct.

7 Q. And you had never worked with her before providing care
8 to Dr. Grist. Is that correct?

9 A. No.

10 Q. And it would be safe to say at that point then you had
11 never had any conversations with Jennifer regarding
12 your sexual preferences. Is that correct?

13 A. That's correct.

14 Q. And you would never have had any conversations with her
15 relating toward any specific sexual preferences you may
16 have had as it applied to either harassing, abusing,
17 grooming, or exploiting Dr. Grist specifically?

18 MR. PURIEFOY:

19 Object to the form.

20 MR. BARLOW:

21 Object to the form.

22 EXAMINATION RESUMED BY MR. SIMPSON:

23 Q. You can answer.

24 A. No. I don't -- can you repeat that one more time?

25 Q. Yeah.

1 MR. BARLOW:

2 Same objection.

3 MR. PURIEFOY:

4 Yeah, same objection.

5 MR. PEELE:

6 And I join in that.

7 EXAMINATION RESUMED BY MR. SIMPSON:

8 Q. Have you ever had a conversation with Jennifer Browning
9 about any specific sexual interactions that you may or
10 may not have had with Dr. Grist?

11 A. No. I don't know who that is.

12 Q. Yeah, I understand.

13 A. Okay.

14 Q. I just have to ask some of these questions.

15 A. Okay.

16 Q. I believe that's all I have. Thank you.

17 EXAMINATION BY MR. PROVENCE:

18 Q. Yes, Ms. McCreary, I'm Hall Provence. I represent some
19 of the defendants in this case, as well, Priscilla
20 Mickie Grist, Caroline York Grist Lyon, and Leyland H.
21 Lyon, Jr., and I just have a few questions, as well.
22 Prior to working with Comfort Keepers and being
23 assigned to Dr. Grist, did you know any of Dr. Grist's
24 family members?

25 A. No.

1 Q. And had you spoken with any of Dr. Grist's family
2 members prior to working with Dr. Grist?

3 A. No. I've never seen any family members except for the
4 ex-wife would come pick him up, and I think it was one
5 of his -- a daughter. I believe his daughter would
6 take him every once in a while to get something to eat.
7 Other than that I don't think he had family come see
8 him.

9 Q. Were you aware of anybody that would visit Dr. Grist
10 other than caretakers or his ex-wife --

11 A. And the daughter.

12 Q. -- and daughter?

13 A. That's all.

14 Q. And do you know the name of his ex-wife?

15 A. I do not.

16 Q. Do you know who Marilyn Grist is?

17 A. That's her name. That's her name.

18 Q. And do you know the names of any of his children?

19 A. No. I just know there's one that would take him to
20 eat, and I can't remember her name.

21 Q. Do you know who Stacey Grist is?

22 A. No. I believe Stacey, that's the -- I think that's the
23 one that would bring him, take him to get something to
24 eat.

25 Q. And I think you mentioned earlier in your deposition

1 that he was unhappy and did not want to go with his ex-
2 wife or his daughter. Is that correct?

3 A. He didn't say his daughter. He said his ex-wife.

4 Q. So he was unhappy going with his ex-wife?

5 A. That's what he -- that's what he said.

6 Q. And you also mentioned that he was being pressured by
7 some of his women, I believe you said?

8 A. That's what he said.

9 Q. Okay. Do you know who he was talking about?

10 A. I do not.

11 Q. Did he have any conversations with you about his ex-
12 wife?

13 A. No.

14 Q. Did Dr. Grist ever call anyone?

15 A. He had no way to call anyone.

16 Q. Would he ever receive calls from anyone?

17 A. Not that I'm aware of. There was no -- there's no
18 phone, no TV, things like that there.

19 Q. Okay. I don't have anything further. Thank you.

20 EXAMINATION BY MR. PEELE:

21 Q. Ms. McCreary, my name is Rob Peele. I've got a few
22 questions. Do you know anybody named Chris Couchell?

23 A. No, sir.

24 Q. What about Erin Couchell?

25 A. No.

1 Q. If we go back to Exhibit 8, which is the affidavit of
2 Ann Crippen that plaintiffs' counsel had you look at,
3 do you know who Ann Crippen is?

4 A. She was a caregiver.

5 Q. Did you know her at Comfort Keepers?

6 A. I knew her from the shift before, at shift change.

7 Q. How did you get to know her?

8 A. Just at shift change.

9 Q. You would just see her at shift change?

10 A. Yes.

11 Q. Did you have any kind of like personal interaction with
12 her outside of work at Comfort Keepers?

13 A. No.

14 Q. Do you have any kind of personal knowledge about any
15 other lawsuits that Stacey Grist has filed regarding
16 Stanford Grist?

17 A. About what?

18 Q. Any other lawsuits that Stacey Grist has filed --

19 A. No.

20 Q. -- on behalf of Stanford Grist.

21 A. No.

22 Q. Those are all the questions I have. Thank you for your
23 time today.

24 MR. BARLOW:

25 Curtis, do you have anything?

1 MR. DOWLING:

2 I'm just unmuting. Yes.

3 EXAMINATION BY MR. DOWLING:

4 Q. My name is Curtis Dowling. I represent Tracy Parsons.
5 She's a defendant in this case, and I believe you said
6 earlier you're not familiar or you don't know who Ms.
7 Parsons is. Correct?

8 A. Correct. Correct.

9 Q. And in connection with any issues regarding a
10 guardianship or who would be a guardian for Dr. Grist
11 or if he even needed one, did you ever hear anybody
12 talking about those issues?

13 A. No.

14 Q. Did you ever meet with or have any conferences,
15 overhear anything that would have been discussed about
16 Dr. Grist with any doctor or counselor or guardian?

17 A. No, sir.

18 Q. All right. I appreciate it. That's all I have. Thank
19 you.

20 MR. BARLOW:

21 I don't have any.

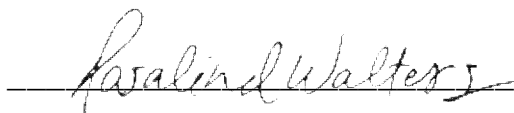
22 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
23 AT 3:05 PM.)
24
25

CERTIFICATE OF REPORTER

I, Rosalind Poole Walters, a Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript.

That the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth.

That I am not related to nor the employee of any of the parties hereto, nor related to or employed by any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.



Rosalind Poole Walters, Reporter

Notary Public for S.C.

Commission Expires: 4/29/26

