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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 IV**

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STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT
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,
Plaintiffs,

-VS-

PRISCILLA MICKIE GRIST, CAROLINE YORK GRIST
LYON, LEYLAND H. LYON, JR., JENNIFER BROWNING,
BROWNING GERIATRICS CONSULTING, LLC, TRACY
PARSONS, 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.

D E P O S I T I O N

WITNESS: CHRIS COUCHELL
DATE: MARCH 28, 2024
TIME: 10:09 A.M.
LOCATION: TRULUCK THOMASON, LLC
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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 waives the right to read and sign the
7 deposition transcript.

8 Whereupon,

9 CHRIS COUCHELL,

10 first being duly sworn, on oath, was questioned and
11 testified as follows:

12 E X A M I N A T I O N

13 BY MS. THOMASON:

14 Q. Chris, my name is Kim Thomason, and I represent the
15 power of attorney in this case on behalf of Dr. Grist.

16 First, let me ask, have you given a deposition in
17 the past?

18 A. No, first one.

19 Q. First time. Lucky you.

20 A. I know.

21 Q. So you're ---

22 A. A blessing and a -- a blessing and a curse, I guess.

23 Q. Yes.

24 A. Yeah.

25 Q. Well, most people consider it mostly ---

1 A. Yeah.

2 Q. --- a curse.

3 A. Yeah.

4 Q. So I will be asking questions as we go through it. And
5 if I ask something you don't understand -- I'm known to
6 ask some inartful questions. Just ask me to repeat it
7 and ---

8 A. Okay.

9 Q. --- I'll be happy to. First, let me ask you, are you
10 under the influence of anything that would affect your
11 testimony today or your ability to speak the truth?

12 A. No.

13 Q. Okay. As I go through the questions, you can take a
14 break at any time. If you do need to take a break, I
15 just ask that you answer the question that's on the
16 table at the time.

17 A. Okay.

18 Q. Then, we can take a break.

19 A. Okay.

20 Q. Throughout the course of the deposition, I'm sure
21 you'll hear your attorney object to the form of the
22 question. That means I've asked a bad question, and
23 one that's -- he objects to. Wait for his objection,
24 and then you can answer the question ---

25 A. Okay.

1 Q. --- as it was asked, okay?

2 A. Yes.

3 Q. All right. First, let me ask you -- I'm not going to
4 go through a litany of ---

5 A. Yeah.

6 Q. --- background that you might have been prepped for,
7 but I am going to ask you about Comfort Keepers and
8 Kiki's Kare.

9 A. Okay.

10 Q. Is Kiki's Kare the actual entity?

11 A. Yes.

12 Q. And so, Comfort Keepers, is that a DBA?

13 A. A DBA.

14 Q. Okay.

15 A. Yes, Comfort Keepers is a -- we're a franchisee, part
16 of a franchise system.

17 Q. Okay. Do you own multiple franchises?

18 A. Locations, yes. But, no, Comfort Keepers is the only
19 one.

20 Q. Okay. All right. Are you the franchise -- are you the
21 owner of the franchise? I mean -- meaning, do you own
22 the parent company of ---

23 A. No.

24 Q. --- the franchise or ---

25 A. Just the franchisee.

1 Q. --- do you just follow the franchise?

2 A. Yes.

3 Q. Okay. Who's your partner?

4 A. My wife, Erin.

5 Q. Okay. I think I saw somewhere that you own 50 percent,
6 and Erin owns 50 percent?

7 A. I think it's 45 for me, 55 for her.

8 Q. Okay. How long have you been in business?

9 A. Since we opened up in 2006.

10 Q. Okay.

11 A. So 18 years.

12 Q. How many locations do you have?

13 A. We have three locations.

14 Q. Okay.

15 A. One in Spartanburg, which is our original, one in
16 Greenville, and then one in Tryon, Columbus, North
17 Carolina.

18 Q. Okay. And I'll just ask you to speak up for the Court
19 Reporter.

20 A. Yeah.

21 Q. And then, one more thing I failed to mention.
22 Sometimes you may want to nod.

23 A. Uh-huh.

24 Q. We have to have verbal responses. Also, I have a
25 tendency to jump in. I'll apologize in advance. And

1 not let you finish answering. Your attorney, I'm sure,
2 will chastize me if that's the case. But forgive me,
3 in advance, if I do that.

4 A. Okay.

5 Q. I don't intend to. Okay. So the three locations, do
6 they each run independent of each other, or do you
7 operate them all from that single entity?

8 A. They all run under Kiki's Kare.

9 Q. Okay. And do you share employees across those
10 locations?

11 A. We do?

12 Q. Okay. How many employees do ---

13 A. They do operate under two different DHEC licenses,
14 though ---

15 Q. Okay.

16 A. --- under the state. So one is DHEC licensed in
17 Greenville, and one is DHEC -- the other location is in
18 Spartanburg.

19 Q. Okay. How many employees do you have?

20 A. Approximately 500.

21 Q. Okay. Are they all W-2?

22 A. Yes.

23 Q. Okay. Now, in operating your business, is it normal
24 practice to work with court-appointed guardians?

25 A. Some, yes. We have cases from different guardians, not

1 just one, but, yes.

2 Q. About how much of your business is guardian work?

3 A. About a percent, one percent, two percent, maybe.

4 Q. Okay.

5 A. Not much.

6 Q. Okay. Tell me what the normal course is when you get
7 involved in a case ---

8 A. Without ---

9 Q. --- without guardianship, yes.

10 A. Okay. Usually, we'll get a phone call from a prospect
11 who's wanting services. Sometimes it's the person,
12 calling for themselves. Sometimes it's a loved one,
13 like a child or a sibling, calling for a brother, or a
14 sister, or a parent.

15 They'll engage with our person -- our person on
16 the phone. And what we will typically do then is, if
17 they want to proceed after the phone conversation, then
18 we'll go out in the field and do an in-home assessment.

19 And then, that's typically when we bring -- you
20 know, we'll have all of our contracts. And paperwork
21 usually is signed in that assessment if they're ready
22 to move forward.

23 Q. Okay. What's your criteria for accepting a client? Do
24 you have a policy or procedure that dictates what
25 clients you accept and what clients you don't?

1 A. No. I mean, all the -- all of our clients are private
2 pay.

3 Q. Okay.

4 A. So we -- we have some in a -- with a third-party payer
5 source, but not -- less than ten. So most everybody
6 that calls us is private pay. So we -- I mean, as long
7 as they're within our service areas, we're good. We
8 usually will service.

9 Q. Okay.

10 A. Yeah.

11 Q. And by private pay, you don't process insurance
12 payments?

13 A. We will. By private pay, I mean, maybe a client has --
14 it's not insurance in a certain way. Like, maybe --
15 some of our clients have long-term care policies.

16 Q. Okay.

17 A. So we will process their policies for them to be
18 reimbursed via long term care.

19 Q. Okay.

20 A. Yeah.

21 Q. But they pay, and then get that reimbursed?

22 A. Correct.

23 Q. Right?

24 A. Yes.

25 Q. All right.

1 A. Yeah.

2 Q. Okay. Do you accept Medicaid ever?

3 A. We do not.

4 Q. Okay.

5 A. We are licensed, but do not accept Medicaid.

6 Q. Okay. I'm going to -- I've just got a few more
7 questions about that before I go on. I'm going to go
8 through your responses to interrogatories and requests
9 for production that were provided by your attorney,
10 after having gone through them with you. I'll go over
11 your answers, and then ask you specifics about those
12 today ---

13 A. Okay.

14 Q. --- if that's okay.

15 A. Okay.

16 Q. Now, in responding to the interrogatories, the first
17 name of the persons or parties that may have facts or
18 evidence that they can testify to at trial, if needed,
19 then you were going to call them. And you listed a
20 litany -- or your attorney did. And the majority of
21 these witnesses are related to the litigation.

22 Have you had interaction -- well, first, let me
23 ask you, have you interacted with Stacey Grist,
24 personally?

25 A. Personally, no.

1 Q. So you've never met her?

2 A. Never.

3 Q. Dr. Grist?

4 A. Never.

5 Q. Stanford Grist Veterinary Services, is there a reason
6 you think they would be a witness in your case?

7 A. No.

8 Q. Chestnut Ridge Farm?

9 A. No, never.

10 Q. You don't know anything about that?

11 A. No.

12 Q. Hilly Street, LLC, is there a reason they would be a
13 witness in your case?

14 A. No.

15 Q. Priscilla Mickie Grist?

16 A. No.

17 Q. Caroline York Grist Lyon?

18 A. No.

19 Q. Never met her?

20 A. No.

21 Q. What about Leland H. Lyon?

22 A. No.

23 Q. You don't know of any facts or evidence he would have
24 in your case?

25 A. No.

1 Q. Jennifer Browning?

2 A. Yes.

3 Q. Okay. What do you think that she would be testifying
4 to in your case?

5 A. Just to her role as a, you know, guardian. She was the
6 guardian ad litem, so she would be testifying in that
7 capacity.

8 Q. Okay. How long have you known Jennifer?

9 A. Let's see. Six, seven years, maybe, since we opened
10 our office in Greenville.

11 Q. Okay. When was that?

12 A. We took ownership of Greenville in 2016, so we -- our
13 original office was opened in Spartanburg in 2006. So
14 we opened the Greenville branch, or took over the
15 Greenville branch from another owner, in 2016. So I
16 would guess sometime in that frame.

17 Q. Okay.

18 A. Yeah.

19 Q. How did you meet her?

20 A. Probably through a client. You know, maybe she had a
21 referral or a client. I don't -- you know, I don't --
22 I ---

23 Q. Okay.

24 A. --- don't know.

25 Q. Okay. And Browning Geriatrics would be the same,

1 because ---

2 A. Yes.

3 Q. --- that's her company?

4 A. Yes.

5 Q. What about Dr. Samuel Sotelo?

6 A. No.

7 Q. You don't know who that is?

8 A. No.

9 Q. James Stone Craven?

10 A. No.

11 Q. Chace Campbell, do you know who that is?

12 A. No.

13 Q. Dan Collins?

14 A. I know the name, but never met. Is he an attorney?

15 Q. Yes.

16 A. Maybe -- maybe I've had an email or something, but
17 never met.

18 Q. Okay. Would that have been in connection with the case
19 perhaps?

20 A. I think it would have been probably this case, I would
21 imagine.

22 Q. So you would have had an email with Dan Collins in this
23 case, you think?

24 A. Maybe.

25 Q. Okay. Marilyn Grist?

1 A. No.

2 Q. Okay. We asked you to detail any lawsuits that you
3 have been involved in ---

4 A. Uh-huh.

5 Q. --- in this case. And so, I'm going to ask you that
6 today. I mean, at all ---

7 A. Uh-huh.

8 Q. --- we asked it in this case. How many lawsuits have
9 you been involved in, either personally or through your
10 company?

11 A. Through the company, one, maybe, but I don't know that
12 -- how -- that was something that the insurance company
13 settled, but that would have -- that would have been
14 it.

15 Q. Okay.

16 A. That's the only one.

17 Q. Do you recall the name of that case?

18 A. I don't recall the name. I think I recall the -- I
19 know the party, the party that was involved in the
20 case, but I don't recall the case. But I do have that
21 name.

22 Q. Okay. Tell me that name.

23 A. Caggiano.

24 Q. C-a ---

25 A. G-g, I'm guessing.

1 Q. That's okay.

2 A. A-n-o, yeah.

3 Q. Okay. And so, that would have been Caggiano v. Kiki's
4 Kare?

5 A. Yes.

6 Q. Okay.

7 A. I think so.

8 Q. Do you know what year that would have been?

9 A. Maybe 2018, maybe 2019 timeframe.

10 Q. Okay. All right. In this case, we asked, how did you
11 come to be hired or retained in the Dr. Grist matter?
12 And your answer was, it was referred by Jennifer
13 Browning and Browning Geriatrics.

14 So I'm going to ask you, do you recall, did
15 Jennifer Browning reach out to you and see if you had
16 availability to take care of Dr. Grist?

17 A. She maybe -- she would not have reached out to me,
18 specifically.

19 Q. Okay.

20 A. Someone in our office, maybe.

21 Q. Okay.

22 A. I'm trying to think. If I go through the notes -- but
23 there was also -- I know there were all -- I know the
24 office was in contact with Stacey, if I remember
25 correctly, and with -- there was maybe an initial

1 contact with Mickie, maybe, but that's -- yeah.

2 Q. Okay. But you wouldn't have had those conversations?

3 A. No.

4 Q. Okay. Who in your office would have had those
5 conversations?

6 A. Someone in our intake team.

7 Q. Okay. And how many people do you have in your intake
8 team?

9 A. At the time, two. And I'm thinking just about
10 Greenville.

11 Q. Okay.

12 A. So it would be somebody in the Greenville office. It
13 would have been one of two people.

14 Q. Okay. Who would that have been?

15 A. It would have been a Kristy Snider or -- who else was
16 there at the time? I don't know the other one, but I'm
17 trying to remember who was -- who else was in the other
18 role.

19 Q. Okay. Now, we also asked how many times you had worked
20 under a guardian, and you said, in the beginning of
21 this, you thought one percent ---

22 A. Yes.

23 Q. --- of your practice.

24 A. Yes.

25 Q. Okay. Can you estimate how many times you've worked

1 with a guardian, or Kiki's Kare has worked with a
2 guardian?

3 A. Just let me think.

4 Q. Okay.

5 A. Truly, I don't know. But if I had to guess, maybe --
6 if I think -- like, on an annual basis, maybe we take
7 15 cases out of -- out of 1,200.

8 Q. Okay. And how many have you had with Jennifer
9 Browning?

10 A. It depends. Ten, maybe.

11 Q. In total?

12 A. No, maybe -- maybe 15, in total. I'm thinking of,
13 like, over a couple year period. Yeah.

14 Q. Okay. How about Tracy Parsons? How many times have
15 you worked with her and a guardian?

16 A. A couple times, not many. One or two times.

17 Q. Okay. Have those ever been independent of Jennifer
18 Brown? In other words, when Tracy was involved in
19 those cases, was Jennifer involved, also?

20 A. No, they were in -- I think the -- the other one that
21 I'm thinking of, Jennifer was not involved.

22 Q. Okay. How did you meet Tracy?

23 A. Me, specifically, maybe in our office. I've never met
24 her personally, but, you know, there were networking
25 events and stuff, things in Greenville, where maybe

1 someone from our team met her. That's it.

2 Q. Okay. Is Jennifer strictly a work-related colleague,
3 or are you guys friends outside of work?

4 A. Work.

5 Q. Okay. Now, I asked how many times you had testified in
6 court, and the objection was overly -- overbroad and
7 unduly burdensome, which kind of lends itself to,
8 you've testified a lot. But you said earlier that you
9 had only had one other lawsuit. So I'm assuming your
10 testimony would be, what, as an expert, or as a fact
11 witness?

12 A. I don't -- I don't -- I don't know. I guess -- I guess
13 ---

14 Q. Have you ever testified in court?

15 A. Not in court.

16 Q. Okay. What opportunity have you had to testify?

17 A. In court?

18 Q. Or any affidavit?

19 A. Never.

20 Q. Okay. All right. And in this interrogatory response,
21 you had that you owned it 50 percent, and Erin owned 50
22 percent. But you're sure it's 45/55?

23 A. Yeah.

24 Q. Okay. Then, we asked how many times Comfort Keepers
25 employees had had sexual relations with a client. And

1 your answer was, it's limited to the one time with
2 Kerri; is that still your response?

3 A. Yes.

4 Q. Okay. Now, you responded, when asked what family
5 member was the primary contact, that Stacey Grist was
6 the primary contact. And is that -- is that with your
7 -- your staff that you're referring to?

8 A. Yes.

9 Q. Okay. So they would have had her as the primary
10 contact in the family?

11 A. Yes.

12 Q. Okay. Did you talk to Jennifer Browning throughout
13 this case ---

14 A. Yeah.

15 Q. --- during the time you were taking care of Dr. Grist?

16 A. Yes.

17 Q. Any idea of how many times?

18 A. I don't know. Over a two-year period, I don't know.
19 Yeah, I don't -- I couldn't guess.

20 Q. Tell me the reasons Jennifer would call.

21 A. Just to provide an update. Most of my updates came
22 from, you know, the interaction -- the office staff
23 would bring, you know, things to my attention. But,
24 you know, maybe there was an update she wanted to give
25 me, directly. That would really be the main reason.

1 Q. Did you guys talk about what was going on in the court
2 proceedings?

3 A. No. She would talk mainly about Dr. Grist and what I
4 needed to do.

5 Q. Tell me the kind of things she talked about you needing
6 to do.

7 A. We've got an issue with -- you know, maybe there's a
8 caregiver issue. It could be a caregiver issue. It
9 could be -- you know, this -- maybe something's not
10 right with the schedule.

11 I mean, I don't -- I mean, it would be something
12 related to either his care or his schedule, and that
13 would be it. But, honestly, most of that conversation
14 would go through Jennifer or Tracy with the office
15 staff. So I think, mainly, my conversations were
16 updates.

17 Q. Okay. So when you -- when you do an intake process
18 with a -- with a client that's coming in, is a part of
19 that getting copies of their estate plans or their
20 powers of attorney, health care powers of attorney?

21 A. It is sometimes when it's -- when it's brought up, or
22 when we think there's a need, but not -- it doesn't
23 always -- it's not always, no.

24 Q. So you don't require that there be a power of attorney
25 on record ---

1 A. No.

2 Q. --- when you take a client?

3 A. No.

4 Q. Okay. Were you involved in any way in the direct
5 intake of Dr. Grist?

6 A. Well, not direct. I think the -- other than, we have a
7 new client, you know, just FYI, you know, we might --
8 you know, we might -- there may be a lot -- a lot of
9 dynamics with the client. That maybe was more of
10 Jennifer. But as far as the intake, no, nothing.

11 Q. Okay.

12 A. Not in any piece.

13 Q. All right. So when you say, it might have been more
14 dynamics with ---

15 A. Yeah.

16 Q. --- the client, and that would be Jennifer, tell me
17 what you mean by that.

18 A. She would maybe mention the -- I'm trying to think in
19 this. Maybe she'd tell me there was a court -- maybe
20 there's -- there was a court case pending. You know,
21 just so you know, they're -- they're -- it's more
22 complex than our normal onboarding.

23 Like, if we took the regular profit pay, we're
24 signing our client, getting the paperwork, Jennifer
25 would call and say, or Tracy would call and say, hey,

1 we're involved with this client as a guardian. So that
2 would -- that's kind of what I mean ---

3 Q. Okay.

4 A. --- as more complex.

5 Q. Were you told anything about the dispute between
6 siblings or anything like that?

7 A. No.

8 Q. So you had no knowledge of what was going on ---

9 A. No.

10 Q. --- in that?

11 A. No.

12 Q. Okay. Were you ever told by either Jennifer or Tracy
13 not to communicate with Stacey?

14 A. Maybe at -- not in the beginning, but maybe as things
15 kind of progressed over the years, we were instructed
16 to -- all of our communication needed to go through
17 Tracy Parsons. And so, then, we started communicating
18 directly with Tracy Parsons.

19 Q. Okay. When you do an intake -- and I'm just going to
20 your document.

21 A. Yeah.

22 Q. When you do an intake, and you take a -- and you get a
23 list of medications, for example ---

24 A. Yes.

25 Q. --- because I'll submit to you that this (indicating)

1 was Kerri McCreary's employment file that you produced.
2 I'm going to pass that in the order that you produced
3 them. And this is Dr. Grist's medication list, and
4 this is dated, 11/5/2020.

5 Do you recall when you began working with Dr.
6 Grist?

7 A. Like, started?

8 Q. Yes.

9 A. In the beginning?

10 Q. Yes.

11 A. September or October of 2020.

12 Q. Okay.

13 A. Somewhere in that -- in that timeframe.

14 Q. Okay. So do you know who would be the person that
15 would provide the medication list?

16 MR. PEELE: Object to the form. Go ahead and
17 answer. Go ahead and answer.

18 BY MS. THOMASON:

19 A. On who would provide a medication list? That was your
20 question?

21 Q. Let's talk generally first.

22 A. Yeah.

23 Q. So if you're having an intake of a client, who
24 generally gives you the medication list?

25 A. It -- there are so many. It depends.

1 Q. Okay.

2 A. I mean, it could be -- you know, let's say, we're doing
3 an intake, and it's a family member, a family member
4 may give us the medication list. It could be the
5 client, themselves. You know, not all intake, do we
6 get a copy of the medication list, because sometimes
7 that's not part of what we're doing.

8 Q. Okay.

9 A. So it just kind of depends.

10 Q. Okay. And so, when you -- when you're given a
11 medication list, do you have a disclaimer or something
12 that you put out that you don't verify medications, and
13 you don't verify how much he's supposed to take with an
14 independent source? In other words, if a family member
15 or the client tells you, I'm supposed to take this
16 particular medicine three times a day, you guys just
17 give it three times a day?

18 A. We don't just give it three times a day.

19 Q. I didn't mean it -- okay.

20 A. No, we don't just give medication.

21 Q. Okay.

22 A. That's not -- not ---

23 Q. Tell me about how that process that goes.

24 A. That process would be, we need your caregiver to --
25 first, you need your caregiver to give them medication.

1 So then, that's when our nurse then gets involved.

2 Q. Okay.

3 A. And then, our nurse will get a copy of the med list.

4 Typically, she's the one providing the medication list.

5 But we're not in any shape or form determining dosage

6 or amounts. All that is already pre-spelled out, based

7 on the ---

8 Q. Right. But, let's say in this case, if Stacey gave you

9 a list of medications that her dad was on, would your

10 nurse then get involved and look to the prescriptions,

11 themselves, to verify?

12 A. Not to verify. If Stacey asked, she would -- the nurse

13 would have to get involved, because we wouldn't do

14 anything medication unless she was involved.

15 Q. Okay.

16 A. And so, then, she would -- but at that -- her -- her

17 protocol is, here's what's been prescribed. And she's

18 just making sure that what we're setting up for the

19 client is what's been prescribed. It's not our -- it's

20 out of our realm to determine ---

21 Q. Okay.

22 A. --- what medications are given.

23 Q. When a medication is added -- and let's talk

24 specifically about Dr. Grist right now.

25 A. Uh-huh.

1 Q. So when Tracy -- and I'll just submit to you, it looks
2 like in November, she switched gears to having
3 medication in a lockbox, and only you guys could give
4 it. When Tracy is providing the list to the nurse -- I
5 think the nurse in this case was Chris May.

6 A. Yes.

7 Q. She -- and Tracy is saying, these medications are what
8 he's taking, did Chris then verify the prescriptions
9 and put them in the lockbox?

10 A. Yes.

11 Q. Now, who had the responsibility of updating that if
12 medications changed? Would Chris May be involved
13 directly in the change of medications?

14 A. No.

15 Q. Okay. How would that work?

16 A. That would -- I guess, just thinking in this, that
17 would be who Tracy had -- whoever Dr. Grist's medical
18 professional was, would then update the medication.
19 Then, we would be provided the medication list. And
20 then, Chris May would go in and update what was in the
21 dispensed -- go in and -- what's in the -- what's in
22 the lockbox? What's in the, you know, pillbox for the
23 week?

24 Q. Okay.

25 A. Yeah.

1 Q. And do you guys -- are you responsible, in any way, for
2 checking contraindicated medications?

3 A. No.

4 Q. And so, your policy is, if it's prescribed by a doctor,
5 you give it?

6 A. Yes.

7 Q. Okay. Now, if Tracy took Dr. Grist to the doctor,
8 would you guys receive an update on the doctor's
9 instructions?

10 A. I don't know that we would always. Maybe, sometimes,
11 we would.

12 Q. Okay.

13 A. If -- I guess, if it pertained to, like, what -- you
14 know, our caregivers in the home, or our nurse, what
15 she was doing, we would get those updates. But that
16 would be -- those would be the only instances, I think,
17 that we would get -- get the update.

18 Q. Okay. And so, if a medication was added, but you
19 weren't informed about it being added, or you were
20 informed, and it wasn't added to the medication list,
21 who's responsible for adding it to the medication list?

22 A. I don't -- I don't know, in that instance. I would
23 tell you, it would not be us in that, if we were not
24 informed.

25 Q. What if you were informed? Would it be your

1 responsibility to add it to the medication list?

2 A. We wouldn't add it to -- the medication list, in all
3 these instances, were provided to us.

4 Q. Okay.

5 A. So we weren't ---

6 Q. Okay.

7 A. --- updating medication lists. Medication lists would
8 have been provided to us. And then, our nurse would
9 take the medication list. And then, that's when she
10 would ---

11 Q. Okay.

12 A. --- make the changes.

13 Q. Okay. So the changes in medication, Tracy would give
14 you an updated medication list?

15 A. Yeah, I think so.

16 Q. And so, if a medication isn't on the medication list,
17 it would be because Tracy didn't -- or someone didn't
18 add it ---

19 A. Right.

20 Q. --- to the medication list?

21 A. Right.

22 Q. Okay. Now, the client profiles that ---

23 A. Uh-huh.

24 Q. --- you provided, and specific to Dr. Grist, are these
25 kept on every client ---

1 A. Yes.

2 Q. --- that you have?

3 A. Yes.

4 Q. And how often are they updated?

5 A. Every visit. Every time we go in to do a visit, by
6 DHEC, we're required, you know, to do a reassessment
7 every three months.

8 Q. Okay.

9 A. We updated his profile quite more -- more -- a lot more
10 often.

11 Q. Okay. There are dates ---

12 A. Uh-huh.

13 Q. --- on these. Do you have an internal system that
14 you're able to tell what date these were done on?

15 A. Yeah, I think so.

16 Q. Okay.

17 A. Yeah.

18 Q. Okay. So we asked your attorney ---

19 A. Yes.

20 Q. --- for you to supplement these and provide dates.

21 A. Dates?

22 Q. Yes.

23 A. Yes.

24 Q. Okay. Now, do you -- and if you don't know, that's
25 okay. But do you have any knowledge of what you were

1 told of Dr. Grist's condition when you were contacted
2 about taking him as a client?

3 A. No.

4 Q. Okay. And so, the person who would have that
5 information would be Kristy Snider; is that correct?

6 A. That would be Kristy.

7 Q. Okay. All right.

8 A. The initial information, I would say.

9 Q. Okay.

10 A. Because it will pass through -- it eventually passes
11 off to another person in the -- like, once they're
12 onboarded.

13 Q. Okay.

14 A. Kristy's what I refer to as intake.

15 Q. Okay.

16 A. Once it passes off, out of what we consider intake, and
17 they're a client, then it goes to another person.

18 Q. Okay.

19 A. And then, they are responsible.

20 Q. Who would have been responsible in Dr. Grist; do you
21 know?

22 A. I don't remember.

23 Q. Is that something you can supplement?

24 A. Yes.

25 Q. You can find out?

1 A. Yes.

2 Q. Okay. Now, on these client profiles, there are --
3 there's levels of care at the top.

4 A. Uh-huh.

5 Q. Can you tell me what a level of care two means?

6 A. So we use that -- it's more of someone that requires
7 partial -- you know, partial assistance. And we do --
8 the reason you see the terms -- we'll have a term of a
9 level one, a level two, and a level three. That is a
10 tool that we use, internally, to make sure the care --
11 because we also classify our caregiver, the caretakers
12 ---

13 Q. Okay.

14 A. --- by level, as well.

15 Q. Okay.

16 A. So when we are providing care, we're making sure that a
17 level two caregiver can take care of a level one, and a
18 level two client. If they're a level three client,
19 then it requires a level three caregiver.

20 Q. Okay.

21 A. As it -- as it goes up, there's -- the caregiver skill
22 set goes up. But, you know, a level two, in this
23 instance, would be partial -- needs, you know, partial
24 assistance, you know, some mild dementia, things like
25 that.

1 Q. Okay. So in a level two, internally, you guys consider
2 that mild dementia?

3 A. Yeah.

4 Q. Still pretty independent?

5 A. Yeah, mildly. I wouldn't say, fully independent.
6 You'd need to be -- you'd need to be close by.

7 Q. Okay.

8 A. Yeah.

9 Q. Okay. And then, how often do you require an updated
10 medication list?

11 A. I don't know that we -- we don't have a requirement.

12 Q. Okay. So they're just provided by whomever the contact
13 is?

14 A. Correct.

15 Q. And in this case, that would have been Tracy Parsons?

16 A. Yes.

17 Q. What does a level three care mean?

18 A. That would be a client that requires personal care or
19 help, you know, maybe bathing, showering, toileting
20 could be a bed-bound client.

21 Q. Okay.

22 A. But requires, you know, a caregiver that has extensive
23 experience and has been -- and is skilled in those
24 areas.

25 Q. Okay. Now, would you have been personally made aware

1 of instances -- let me ask you generally, first. Over
2 the course of you guys providing care ---

3 A. Uh-huh.

4 Q. --- for clients, if there's an incident with a
5 caregiver, are you generally made aware of that?

6 A. No.

7 Q. Okay. That's what I thought. What kind of things
8 escalated to it being brought to your attention?

9 A. Usually, some incidents are brought to my attention.
10 Usually, if they -- I would -- I mean, if it's -- I
11 think -- for me and all of our clients, I probably am -
12 - if you asked me the names of our clients, I couldn't
13 tell you.

14 So there's probably, like, a half dozen or a dozen
15 of them that I've known over the years. And it's
16 usually involved, you know, what I would call, complex
17 -- like, hey, come ask me for advice, or come consult
18 me before ---

19 Q. Okay.

20 A. --- doing anything. So that's usually when I'm kind of
21 consulted or am brought up to speed.

22 Q. Okay. And so -- and in this instance ---

23 A. Uh-huh.

24 Q. --- do you recall any specific incidences -- if you
25 don't, you know, we can get it later.

1 A. Yeah.

2 Q. But do you, off the top of your head, recall instances
3 where you were brought into a situation because of a
4 serious concern?

5 A. Meaning ---

6 Q. Anytime?

7 A. Yeah, for this -- for this client, I mean, there were
8 maybe a handful. I don't know that I was brought in
9 more. I was brought up -- brought -- hey, here's an
10 issue that happened.

11 Q. Okay.

12 A. You know, there were maybe -- I don't know. I can't
13 tell you how many. I mean, maybe -- I mean, I'd be
14 guessing.

15 Q. Okay.

16 A. Yeah.

17 Q. Who would have contacted you?

18 A. Probably -- we have either -- it would have been the --
19 we would have had a director of operations, Brandon,
20 who was over all operations. So he would have
21 contacted me if it was a situation that he thought I
22 needed to be involved in, or he needed my help, or just
23 wanted to give me an update.

24 Q. Okay. Did you have meetings with Jennifer and Tracy
25 during this, the care of Dr. Grist?

1 A. No.

2 Q. Never?

3 A. No.

4 Q. Okay. So who would they have met with?

5 A. I would say, possibly Brandon ---

6 Q. Okay.

7 A. --- or Lindsey. It would be, like, Brandon or Lindsey.
8 They would be the two people possible.

9 Q. Okay. What's Lindsey's role?

10 A. At the time, she was, what we call, a scheduler. So
11 she was responsible for putting together Dr. Grist's
12 schedule.

13 Q. Okay. What kinds of things would be brought to
14 Brandon?

15 A. There was an incident with a shift caregiver. You're
16 talking in general, or specifically?

17 Q. In general.

18 A. Like, maybe a caregiver is repeatedly being, you know,
19 late to a shift, and they need to be reprimanded. If a
20 caregiver's doing something not -- you know, that's not
21 within our guidelines, then they would come to Brandon.

22 Q. Okay. Are there instances where you would have
23 personally reached out to Tracy or Jennifer to bring
24 them up to speed on something that happened?

25 A. Maybe, yeah. I mean, I'm not -- I mean, I'm sure I

1 did, but I wouldn't know. Yeah, there may have been
2 times where I did for Jennifer or Tracy. I don't know
3 about -- yeah. I mean, if I did -- it would have been
4 a handful of times.

5 Q. Okay. What kind of things would you have reached out
6 about?

7 A. I mean, some of the -- some of the larger -- you know,
8 a couple of the larger issues in this particular
9 instance.

10 Q. In this particular case?

11 A. Yeah. Those would have been things where I would have
12 reached out.

13 Q. Okay. Do you -- have you had -- in general, have you
14 had instances where you've had a caregiver accused of
15 elder abuse?

16 A. No.

17 Q. Never happened?

18 A. I'm trying to think off the top of my head. Maybe once
19 or twice, yeah. I don't have ---

20 Q. Okay.

21 A. --- it in my head.

22 Q. Okay.

23 A. Maybe ---

24 Q. The Caggiano ---

25 MR. PEELE: Were you finished answering?

1 MS. THOMASON: I'm sorry. I apologize.

2 THE WITNESS: Yeah.

3 MR. PEELE: I couldn't tell.

4 BY MS. THOMASON:

5 Q. Caggiano, that case, do you recall what the facts of
6 that case were about?

7 A. There was an allegation that I think the caregiver --
8 the family said the caregiver left the client, their
9 father, alone, which resulted in him being harmed.

10 Q. Okay. All right. Is that only a couple of times,
11 then, that you can remember?

12 A. Yeah. I don't -- that one, and I'm trying to think.
13 There may be one other time. But I don't even -- I
14 don't think it escalated to, like, an elder -- elder
15 abuse. But I'm trying to -- that's why I don't
16 remember, I would say.

17 Q. Okay.

18 A. Yeah.

19 Q. Do you recall being asked by your attorney -- don't
20 tell me what he said.

21 But do you recall being asked to produce emails
22 that you may have had with Tracy Parsons or with
23 Jennifer Browning?

24 A. Yes.

25 Q. And so, do you believe you produced all of those

1 emails?

2 A. Yes.

3 Q. Would it be your testimony, if there's a reference to
4 an email in Tracy Parsons's invoices or in Jennifer's
5 invoices, and we don't have that email from you, would
6 it be your testimony that it doesn't exist?

7 A. Yes.

8 Q. Okay.

9 MS. THOMASON: I'm just going to enter all of
10 these.

11 THE COURT REPORTER: Sure.

12 MS. THOMASON: These are Defendant's
13 Interrogatories, exhibit one, his responses to the
14 request for production.

15 THE COURT REPORTER: Yes, ma'am.

16 (Whereupon, Defendant's Answers to Interrogatories
17 were marked as Plaintiff's Exhibit No. 1.)

18 BY MS. THOMASON:

19 Q. Okay. So in response to the request for production,
20 you'll recall that you provided -- I'm going to refer
21 to them as Comfort Keepers care logs, just for ease,
22 okay?

23 A. Okay.

24 Q. Now, what system do you keep these records on for each
25 client?

1 A. They're in a system, called WellSky.

2 Q. What's it called?

3 A. WellSky.

4 Q. WellSky, okay. And have you had that system the entire
5 time that you were taking care of Dr. Grist?

6 A. Yes.

7 Q. Okay.

8 A. It changed names during the time we were caring, but
9 it's the same system.

10 Q. Okay. And do all of your employees have the ability to
11 go into the system and make notes?

12 A. No.

13 Q. Tell me who has access to the system.

14 A. So the notes that are there would be -- those would be
15 more administrator notes, and what they're doing.
16 Like, if there was a caregiver, or like a -- like an
17 Ann Crippen or somebody that worked for us, that was
18 providing care, they could respond through the app, and
19 put, hey, such and -- this happened this day. And
20 then, that would be populated within our system. But
21 as far as creating any of the notes here, that would be
22 strictly someone in our office.

23 Q. Okay. So someone in your office is getting feedback --
24 just so I understand.

25 A. Yep.

1 Q. Will be getting feedback from a caregiver?

2 A. Correct.

3 Q. And they would then summarize and enter it into the
4 system?

5 A. Yes.

6 Q. So what goes into these reports is dependent upon what
7 is shared ---

8 A. Communicated.

9 Q. --- communicated with the administrator?

10 A. Yes.

11 Q. Okay. Now, you may have answered this.

12 A. Yeah.

13 Q. But who would have been the administrators, entering
14 this, over the course of Dr. Grist's care?

15 A. Over the course of two years, it would have been
16 several different -- I mean, to get all -- I can give
17 you -- I can give you some names off ---

18 Q. Okay.

19 A. --- the top of my head, but it may not be everybody.

20 Q. Okay.

21 A. It would be Chris May, who y'all know, our nurse. It
22 would be Kristy Snider, who we already talked about.
23 Cassandra Jackson, Brandon Cupstid, Heather Plumley,
24 Lorri Byers. That would -- that would be the ---

25 Q. Okay.

1 A. I think that'd be it.

2 Q. Okay.

3 A. There could -- there could be others, but -- yeah.

4 Q. Okay. Now, I know Chris May is a nurse.

5 A. Uh-huh.

6 Q. Kristy is intake, correct?

7 A. Uh-huh.

8 Q. Sandra Jackson, what's ---

9 A. Cassandra, she's a nurse, as well. She was a nurse.
10 She's no longer.

11 Q. Okay.

12 A. Yeah.

13 Q. Heather Plumley?

14 A. She's a supervisor in the Greenville office.

15 Q. Okay. And Lorri Byers?

16 A. She was a care coordinator at the time.

17 Q. Okay.

18 A. Oh, and Janie Romick.

19 Q. Janie Romick?

20 A. Romick, R-o-m-i-c-k.

21 Q. Okay. And what's her role?

22 A. She was a care coordinator, as well.

23 Q. Okay. Tell me what a care coordinator does.

24 A. They're responsible for the care plan that you
25 mentioned.

1 Q. Okay.

2 A. They update -- they're responsible for going in the
3 home or calling, interacting with the caregiver to make
4 updates to the care plan.

5 Q. Okay.

6 A. So they're mainly our field person, you know, our
7 person in the field.

8 Q. Okay. So is it fair to say these updates, the client
9 updates or the profile updates, those are the result of
10 these care coordinators, talking with caregivers, to
11 get updated facts?

12 A. Yes.

13 Q. And then, changing the care plan accordingly?

14 A. Yes.

15 Q. Okay. I think you said DHEC requires you to do that
16 every three months?

17 A. Yes.

18 Q. But in this case, you did it more often? What reasons
19 did you have to do it more often here?

20 A. There were -- I think -- when thinking back over Dr.
21 Grist's care, there was a lot of -- a lot of dynamics,
22 I guess, a lot of changes that would warrant -- you
23 know, maybe when we started care -- I mean, you only
24 know so much when you're talking to a loved one or
25 individual. And so, until you start, you don't really

1 know what you're ---

2 Q. Right.

3 A. --- in for.

4 Q. Right.

5 A. So, then, a caregiver may go in and say, hey, you know,
6 we may have never -- maybe were never aware in the
7 beginning. Maybe we were. I don't know. I'm just
8 using this as an example ---

9 Q. Sure.

10 A. --- that Dr. Grist was a flight risk, you know. So,
11 then, that would be something where they say, hey, we
12 need to go in and update our care plan. So the
13 caregiver that's going in, when they're clocking in to
14 their shift, they have -- they have that information in
15 the plan, so they know ---

16 Q. Okay.

17 A. --- that type of information.

18 Q. Would things like side effects of medication to look
19 for, would that be something that you rely on
20 caregivers to give you, or would it be something you
21 rely on a family member or a contact to give you?

22 A. A family member or a contact.

23 Q. Okay. So in Dr. Grist's case, you would rely on Tracy
24 to tell you the side effects of certain medications
25 that ---

1 A. Yes.

2 Q. --- the caregiver needed to be aware of?

3 A. Yes.

4 Q. Okay. All right. Heather Plumley ---

5 A. Uh-huh.

6 Q. --- she was a supervisor?

7 A. Uh-huh.

8 Q. Okay. How many -- how many staff members did she
9 supervise?

10 A. At the time, two.

11 Q. Okay. Who would those have been?

12 A. Lindsey and Brooke was her other one.

13 Q. Okay. And what's Brooke's role?

14 A. She was the same role as Lindsey. She was a scheduler.
15 They have -- they have -- they each have their own book
16 ---

17 Q. Okay.

18 A. They each have their own book of clients.

19 Q. Okay. And tell me how that scheduling works, now that
20 we're on that topic. Because I noticed there were a
21 lot of gaps in coverage.

22 A. Uh-huh.

23 Q. Do you have a list of employees, and then you just go
24 down the list?

25 A. You match up -- you know, like we mentioned earlier,

1 with the level, you look at the level. So then, you're
2 going down. You have a list of caregivers that are --
3 you know, potentially could go there, you know, based
4 just on skill. But then you also have to -- you know,
5 our software has, you know, locations. So you need to
6 know how -- you know, is this person an hour away from
7 Dr. Grist's house? Not an hour? How close are they?
8 When caregivers are hired, from their perspective, we
9 also get a list of, hey, what's -- what are you
10 comfortable with? Are comfortable with a male client?
11 Are you comfortable with a female client? Are you
12 comfortable taking care of a client that smokes?

13 Q. Right.

14 A. Are you comfortable with pets?

15 Q. Okay.

16 A. And so, we have all of that information that we
17 consider. The person on the intake, takes all that
18 information. What does this person like? We, then,
19 have the caregiver information. What do they like?
20 And what they're trying to do is make a -- make a match
21 ---

22 Q. Okay.

23 A. --- for lack of a better word.

24 Q. When you're taking a client in, and you're talking to
25 folks, normally, it doesn't come through you. In this

1 case, I think we established that Jennifer reached out
2 to you, or maybe not to, but ---

3 A. Yeah.

4 Q. --- to somebody in your office. Do you recall if she
5 reached out to you directly?

6 A. No, I don't recall. I don't think -- I don't think she
7 would have. Maybe our dialogue would have been later.
8 But, no, because she doesn't typically reach out to me
9 directly about clients.

10 Q. Okay. Is there a log that you guys keep for telephone
11 calls?

12 A. What do you -- what do you mean?

13 Q. I mean, if you have a client like Dr. Grist, let's just
14 say, specifically.

15 A. Uh-huh.

16 Q. If Jennifer calls in ---

17 A. Yeah.

18 Q. --- do you log that anywhere?

19 A. If she calls the office?

20 Q. Yes.

21 A. No, we wouldn't log that in the office.

22 Q. Okay. Or if Tracy calls in, would you log that?

23 A. No.

24 Q. Okay.

25 A. If it was a pertinent -- a pertinent conversation that

1 had to do with Dr. Grist, and we felt like it needed to
2 be put in the profile, you would see it in these notes,
3 here (indicating).

4 Q. And so, it would be in the notes?

5 A. It should be.

6 Q. Okay. With these notes, have you ever had an incident
7 where a caregiver -- a client falls, and the caregiver
8 doesn't report it?

9 MR. PEELE: Object to the form. You can
10 answer.

11 BY MS. THOMASON:

12 Q. You can answer.

13 A. I can answer, okay. I would say, yes.

14 Q. It happens where ---

15 A. It happens.

16 Q. Okay.

17 A. Yeah. Where they maybe didn't, but they were
18 instructed -- they were instructed to -- any caregiver,
19 any fall, any incident, to call the office.

20 Q. Okay. So that's your normal policy?

21 A. Call the office.

22 Q. If there's a fall, call the office.

23 A. If there's an emergency, call the office.

24 Q. Okay. All right. Okay. So these logs, how long do
25 you keep these after clients?

1 A. They're in our system. I mean, we don't discard them
2 at all.

3 Q. They're in your system?

4 A. They're in our system.

5 Q. Okay.

6 A. Yeah, they're -- once a client stops using us, we move
7 them to a D. They're deactivated, but ---

8 Q. Okay.

9 A. --- it still stays in our system.

10 Q. Okay. Now, I'm going to ask you some specifics here.

11 A. Uh-huh.

12 Q. And, by example, on this first page, 7/20/20, at the
13 top, (as read) there's inner task for CC to follow up
14 with JB regarding situation with Grist.

15 Who would have entered that?

16 A. Probably Kristy.

17 Q. (As read) And can we go ahead and set up a meeting?

18 So Kristy would have entered that?

19 A. I would say, yes.

20 Q. Okay. And CCs you?

21 A. I assume.

22 Q. Okay. That's what I assumed. And so, back in July,
23 you were having a conversation -- you were told to
24 follow up with Jennifer Browning?

25 A. Yeah.

1 Q. And so -- and then, from July 20th to 8/27, there's
2 another entry: (as read) please follow up with Jennifer
3 Browning regarding Stanford Grist's situation. Can we
4 go ahead and set up a meeting?

5 Do you remember talking to Jennifer Browning in
6 July?

7 A. No. I mean, I'm sure I did, but I don't know.

8 Q. Okay.

9 A. Yeah.

10 Q. But you didn't start working then ---

11 A. No.

12 Q. --- with Dr. Grist?

13 A. No.

14 Q. And then, a little over a month later, there's a
15 notation: (as read) had a discussion on 8/25 about care
16 for Dr. Grist with Tracy Parsons. Discussed CK taking
17 over on 9/8, eight to eight.

18 And so, somebody in your office, Kristy, I guess -
19 --

20 A. Yeah.

21 Q. --- would have talked to Tracy; is that what that
22 indicates ---

23 A. That's what that indicates.

24 Q. --- about setting it up?

25 A. Yeah.

1 Q. And then, (as read) tried reaching Stacey regarding
2 getting paperwork signed.

3 A. Yeah.

4 Q. Okay. Do you know why they would have been reaching
5 out to Stacey to get the paperwork signed?

6 A. I don't -- I don't know, other than maybe we were told
7 -- am I remembering, was Stacey financial power of
8 attorney at the time? Was that being disputed?

9 Q. Yes, she was power of attorney.

10 A. So maybe they were having -- maybe someone instructed
11 Kristy to send them information.

12 Q. Well, it was being disputed, but they -- somebody would
13 have instructed you ---

14 A. Instructed her.

15 Q. --- that Stacey is the one that had to sign.

16 A. Yeah. I don't -- I'm assuming Tracy maybe told ---

17 Q. Okay.

18 A. --- Kristy. Somewhere along the way, Kristy would have
19 ---

20 Q. Okay.

21 A. --- been instructed to -- to reach out to Stacey.

22 Q. Okay. And it looks like you guys were talking about
23 taking over from another company ---

24 A. Uh-huh.

25 Q. --- that Tracy had decided.

1 And so, prior to this, you only had one other case
2 with Tracy; is that right?

3 A. Yeah, maybe -- maybe one other case, yeah, maybe. I'm
4 not saying prior or after ---

5 Q. Okay.

6 A. --- this.

7 Q. Okay. But you didn't know Tracy well?

8 A. No.

9 Q. But is it fair to say you knew Jennifer well?

10 MR. PEELE: Object to the form.

11 BY MS. THOMASON:

12 A. Yeah, not well. I don't -- professionally, yes.

13 Q. Okay.

14 A. Did I have more interaction? Yes.

15 Q. Okay. All right. So then, when I look over to the
16 side, like on September 8th, (as read) LaShon Sams and
17 Dr. Stanford Grist, related to.

18 Who would -- how would you determine, like, LaShon
19 Sams?

20 A. So ---

21 Q. Is that who called in and gave Kristy the information?

22 A. So LaShon -- looking at that note, that was our first
23 shift. So every time we have -- like, LaShon, that
24 would have been her first time visiting Dr. Grist,
25 because ---

1 Q. Okay.

2 A. --- I think that would -- if I'm reading this
3 correctly, this would have been our very first shift
4 with him. And so, on the first shifts, we send
5 somebody from the office.

6 Q. Okay.

7 A. So whoever the care -- this -- this note was probably
8 entered in -- whoever was our care coordinator at the
9 time, or someone from the office, went and made that
10 visit with LaShon to Dr. Grist's house.

11 Q. Okay. And so, then, you know, 9/9, LaShon, Tracy, Dr.
12 Stanford Grist, and Stacey Grist.

13 And so, you guys were communicating with Stacey
14 during this time; is that fair to say?

15 A. It looks like it.

16 Q. I mean, it says, (as read) Stacey says LaShon is not
17 her dad's favorite. He's accustomed to being out on
18 his property, and he wasn't allowed to go out on the
19 property.

20 That is the gist of it. So, again, when you're
21 deciding who you put related to, it's all the parties
22 that were involved in that discussion?

23 A. No, that -- because, like, LaShon would have been the
24 caregiver. So this is the -- this -- this note would
25 have been -- these are the parties. It's related to

1 Stacey Stanford ---

2 Q. Okay.

3 A. --- Tracy Parsons, and LaShon. So whoever entered that
4 in, here's what -- here's what the conversation was.

5 Q. Okay.

6 A. So LaShon was not a good -- we determined LaShon wasn't
7 a good fit, which, believe it or not, that happens.

8 Q. Oh, I'm sure.

9 A. Because this is the first time they ever meet, there
10 may ---

11 Q. Yeah.

12 A. --- not -- they may not click. So then, we're like,
13 okay. We -- we then work to, you know, find a
14 personality match.

15 Q. Okay. How often are these notes put in? Is it every
16 time someone goes?

17 A. It would be -- it could be a phone call, or someone
18 goes and visits.

19 Q. Okay.

20 A. Yeah.

21 Q. And so, in the beginning, it looks like y'all are
22 required just 12-hour shifts ---

23 A. Correct.

24 Q. --- during the day; is that right?

25 A. I think that's fair.

1 Q. Okay.

2 A. Yeah.

3 Q. And I think I saw, in a note, that it said his
4 requirement is companionship, and to just watch when
5 he's outside.

6 Is that normal? I mean, somebody would hire you
7 to go ---

8 A. Yeah.

9 Q. --- out and provide companionship and ---

10 A. It's quite common.

11 Q. And I think I understood he -- was he driving when you
12 guys first got involved?

13 A. I don't know. I don't -- I don't think so, but I don't
14 know.

15 Q. Okay. Now, as I've -- as I've gone through this and --
16 and I won't belabor this by going through every
17 instance.

18 It looks to me like every time there were -- there
19 wasn't coverage, that Stacey was called, initially, and
20 she -- she and/or Marilyn would cover that shift; is
21 that fair?

22 A. Maybe, if it's saying that in the notes. I don't say
23 that ---

24 Q. Yeah. I can -- I mean, I can ---

25 A. --- I know that.

1 Q. --- give you some examples ---

2 A. Yeah.

3 Q. --- you know, that would -- and as we go through, there
4 ---

5 A. Yeah.

6 Q. --- are quite a few examples. My point being, though,
7 that at this time, Stacey was still giving direction;
8 is ---

9 A. Yes.

10 Q. --- that fair?

11 A. I would say that's fair.

12 Q. Okay. And did you guys ever have any problems with
13 dealing with Stacey?

14 A. A couple communication problems, maybe.

15 Q. Describe to me what those would have been.

16 A. Like, maybe they would -- I mean, there were -- maybe
17 there would be an instance where they made other plans,
18 and we would send somebody. They would show up, and
19 nobody would be home. Or maybe she'd call and say,
20 hey, I've got other plans today. I don't need anyone.
21 Instances -- just instances like that.

22 Q. Okay. And so, it was your understanding that if Stacey
23 called in and said, we don't need anyone, then you guys
24 would call -- call off that shift?

25 I think there are instances where that person

1 would need to be paid, because it was such a late
2 notice ---

3 A. Yes.

4 Q. --- understandably.

5 A. Yes.

6 Q. Okay. Were there instances where the caregiver didn't
7 show up, and you had to call Stacey to cover it?

8 A. I'm sure -- I'm sure there were.

9 Q. Okay.

10 A. Yeah.

11 Q. And so, is it fair to say, you guys were relying on
12 Stacey a lot through this process?

13 MR. PEELE: Object to the form.

14 BY MS. THOMASON:

15 A. I would say, no.

16 Q. So all these references to calling Stacey and calling
17 Stacey -- and we can go through them.

18 You would still say you weren't relying on her for
19 direction?

20 A. I would say, we were relying some on her.

21 Q. Okay.

22 A. I think ---

23 Q. But she signed your contract. She agreed to your
24 terms; is that right?

25 A. She did.

1 Q. And those terms involved healthcare and financial,
2 correct? In your contract, it covered the care and the
3 ---

4 A. The care, yes.

5 Q. --- and the financial aspect?

6 A. Uh-huh.

7 Q. And so, you relied on Stacey to agree on the level of
8 care you were going to give, as well as the financial
9 terms?

10 A. Yes.

11 Q. And Tracy did not take responsibility for the level of
12 care, or the financial terms, in signing your
13 agreement?

14 A. She did not.

15 Q. So wasn't it -- isn't it fair to say, Stacey was your -
16 - was your client, in terms of who you contracted with?

17 A. I'd say, who we talked -- yes, at the time.

18 Q. Okay.

19 A. Yes.

20 Q. Did that ever change?

21 A. I think -- I guess, at some point in time, I think, as
22 we -- we were instructed to not take scheduling changes
23 from Stacey, that everything -- and maybe take them,
24 but we needed to confirm them with Tracy Parsons. And
25 so ---

1 Q. Wouldn't that be -- oh, I'm so sorry.

2 A. No, that's it.

3 Q. Wouldn't that be contrary, though, to the agreement
4 Stacey signed? You contracted with her for care. Your
5 contract was with Stacey for the care; isn't that fair?

6 A. Yeah.

7 Q. So what authority did Tracy have to change the terms of
8 that contract?

9 A. I don't know.

10 Q. Okay. There was no other contract signed; is that
11 right?

12 A. Correct.

13 Q. Okay.

14 MR. PEELE: Do you need a break, or are you
15 good?

16 THE WITNESS: No, I'm good.

17 MR. PEELE: Okay.

18 MS. THOMASON: Does anybody need a break?
19 Sorry.

20 MR. PEELE: What about you, Ms. Court
21 Reporter?

22 THE COURT REPORTER: I'm fine. Thank you,
23 sir.

24 BY MS. THOMASON:

25 Q. Okay. So in these notes -- I'm looking at what's

1 marked 28 on the bottom, just as an example. If you
2 look in the bottom corner, in the middle of the page,
3 there's some details about Dr. Grist. And this is
4 October 23, 2020.

5 And, again, is -- so Harold Hughes and Dr.
6 Stanford Grist, during the related to. Harold is --
7 who's Harold?

8 A. He would have been a caregiver.

9 Q. Okay. So Harold would have called in, and Kristy would
10 have entered that; is that fair?

11 A. Level of care, date of birth -- I don't -- I'd have to
12 go back and look in the system, exactly. I don't know
13 that it would have been Harold calling in. It maybe
14 would have been something he hit on his app on the --
15 you know, within our software. He may have hit a -- he
16 may have hit something that then posted that
17 information. So it ---

18 Q. Okay. So caregivers can use an app and post to this?

19 A. They can post. I think that's where that is, but I
20 need to -- that, I need to confirm.

21 Q. Okay. Can you -- if we ask for ---

22 A. Yeah.

23 Q. --- that to be supplemented?

24 A. Yeah.

25 Q. Okay. Now, the information here, that's what is in

1 your system regarding Dr. Grist; is that correct?

2 A. Yes.

3 Q. All right. And so, allergies, you know, where it says,
4 (as read) none known. Only takes Cialis and vitamins.
5 He takes all when he wakes up at five A.M.

6 Who would have provided that? Would it have been
7 Stacey or Tracy?

8 A. It would have been one of the two.

9 Q. Okay. On contacts, you have daughter, Stacey, and
10 physician, Daniel Wong.

11 And so, at this time, in October, your contact was
12 Stacey, correct?

13 A. That's what's listed, yes.

14 Q. Okay. In each of the care plans, and the updates that
15 you provided ---

16 A. Uh-huh.

17 Q. --- where it says, contact, it says, he has three
18 daughters, and that Stacey is his power of attorney.

19 So it's fair to say, you guys looked at Stacey as
20 the decision maker; is that correct?

21 A. Yes.

22 Q. And that's why you contracted with her?

23 A. Yes.

24 Q. She agreed to the terms of his care?

25 A. Uh-huh.

1 Q. She agreed to the financial piece?

2 A. Uh-huh.

3 Q. Okay. All right. So sometime in November, Tracy says,
4 talk to me.

5 Did anybody go back and look at the terms of the
6 agreement when Tracy called and said, only talk to me,
7 and don't talk to Stacey?

8 A. No.

9 Q. So you would have just accepted when Tracy called, that
10 she could make those determinations, even though your
11 contract was with Stacey?

12 A. I'd say, yes.

13 Q. Okay. All right. Now, moving forward through this,
14 going into April of 2021.

15 A. Which page?

16 Q. Sorry, 42. Now, did you gradually settle on -- and if
17 you don't know the answer, I understand.

18 A. Yeah.

19 Q. But did you gradually settle on caregivers that were
20 used to Dr. Grist, and you tried to keep steady with
21 those caregivers?

22 A. Yes, absolutely.

23 Q. And, at some point, it looks like Kerri Burnett and
24 Wanda Pace, Robin Allen, those were all caregivers
25 assigned to Dr. Grist; is that fair?

1 A. Yes, that's fair.

2 Q. Okay. And during this time, do you recall having
3 direct communications with Jennifer or Tracy about Dr.
4 Grist's care, about problems he was having?

5 A. No.

6 Q. Okay. When is the first time you learned about the
7 incident in May with Dr. Grist and Kerri McCreary. And
8 I've turned over to page 43.

9 A. I don't know exactly, but it was sometime -- it would
10 have been with -- it would have been sometime in May.
11 It would have -- whenever the incident would have taken
12 place, it would have been sometime ---

13 Q. Okay.

14 A. --- sometime mid-May, I guess.

15 Q. And so ---

16 A. Yeah.

17 Q. --- if you look down to May 24th, (as read) Marilyn
18 taking client out.

19 A. Uh-huh.

20 Q. And it just says, Dr. Stanford Grist. So there's -- is
21 there a way to know who would have notified that
22 Marilyn was taking Dr. Grist out?

23 A. Yes, I think I ---

24 Q. In your system, it would have who put that ---

25 A. It would have ---

1 Q. --- in there?

2 A. It would have who put it in.

3 Q. Okay.

4 A. Yeah.

5 Q. And so, every entry that notifies you of something, it
6 would have in your system who put that in?

7 A. Yes.

8 Q. Okay. Then, on 5/25, the day after Marilyn took Dr.
9 Grist to dinner, or took him out, Kerri called and
10 said, Dr. Grist was more confused, and was saying
11 inappropriate things to her. He stated that he thought
12 she was his girlfriend. So -- and it says, (as read) I
13 let Tracy know.

14 So that would have been Kristy that actually put
15 it in, but, again, you would have no ---

16 A. Yeah, maybe not Kristy. Sorry.

17 Q. Okay.

18 A. It -- whoever was the -- it would have been somebody in
19 the office, though, yes.

20 Q. Okay. And that would have been based on a conversation
21 with Kerri?

22 A. Yes.

23 Q. Okay. And so, when you let Tracy know, is there a way
24 that you have confirmation of when you notify someone
25 of something of that magnitude?

1 A. That is our notes, so that would ---

2 Q. Okay.

3 A. --- be that -- that date. I don't remember if it goes
4 to the time. But that would have been, she -- she just
5 let -- she's entered it in, so that means she talked to
6 Tracy.

7 Q. Okay. And so, then, in the next entry on that day, it
8 notes, (as read) Tracy called me back with Stacey, and
9 Stacey recounts what she was told, that he was having a
10 sexual relationship with Kerri.

11 It says, (as read) I explained to them that Kerri
12 called yesterday. Stacey says she believes it was
13 true. I told her that Kerri will be removed, and we
14 will investigate, but my opinion is, he's confused.
15 She did not agree.

16 Who's the I? Whoever was in the office entering
17 this?

18 A. I'm trying to look back and read it.

19 Q. I'm sorry.

20 A. Give me ---

21 Q. Take your time.

22 A. Yeah, whoever -- (as read) I explained to them that
23 Kerri called yesterday. Yeah, that -- whoever took --
24 whoever put that in a note would we -- which we would
25 have. Whoever put that in, we would have that in our

1 system.

2 Q. Okay.

3 A. I don't know who I is.

4 Q. Okay. But you would have it in the system?

5 A. Yeah.

6 Q. Okay. (As read) Ann texted the on call phone and said
7 that Albert came over and told Dr. Grist that there was
8 a recording device in the cabinet, recording the
9 caregivers. And then, he took that with him. I told
10 Ann to just act like she is always being recorded.
11 Tracy is aware of all of this.

12 And so, again, you would be able to tell me who
13 entered that?

14 A. Yes.

15 Q. Okay. Do you believe that -- that it -- because that
16 was on the 25th. And then, on the 26th and 27th,
17 there's really no mention. But there is a note that
18 Tracy brought over new orders from an appointment with
19 Dr. Wong for Tadalafil, Namenda, and Aricept.

20 And so, Tracy would have come to the office; is
21 that what that's saying? Or could it have been, she
22 was going to the house?

23 A. It could be either. I would -- I don't know.

24 Q. Okay.

25 A. Yeah.

1 Q. All right. So between the 25th, when you had the
2 conversation with -- when someone had the conversation
3 with Tracy and Stacey, and the 27th -- the 27th notes
4 that Kerri -- Kerri came into the office to discuss the
5 accusation.

6 Would you have been aware by this point?

7 A. I was -- I was aware they were bringing her in.

8 Q. Okay.

9 A. And so, I would have instructed them -- not just
10 Brandon, you know, being a male, but also Heather and
11 Lindsey. I said, multiple people need to be -- you
12 know, when we take her statement.

13 Q. Okay.

14 A. And they took -- they took her statement. I think, if
15 I read the note, when they took her statement, Kerri
16 was -- I think, if I remember the note correctly, she
17 was uncomfortable. So Brandon stepped out ---

18 Q. Yeah.

19 A. --- and then, Kerri gave the rest of her statement to
20 Heather and Lindsey at the time.

21 Q. Okay. Now, at that time, when she admitted that she
22 had had sexual contact with Dr. Grist, did you guys
23 consider him to be incapacitated?

24 A. I don't -- I don't -- I don't know, because that's not
25 my ---

1 Q. So you ---

2 A. That's kind of out of our realm.

3 Q. Okay.

4 A. We wouldn't make a call about somebody being
5 incapacitated or not.

6 Q. Okay. But by this time, you had internally given
7 orders to only communicate with Tracy Parsons; is that
8 fair? It was back in November ---

9 A. I don't -- yeah, I don't know when ---

10 Q. --- when that came through.

11 A. Okay. Was that -- was that when they took three?

12 Q. Yeah.

13 A. Okay. Then, yes.

14 Q. I'm not ---

15 A. I would say that's fair.

16 Q. Okay. All right. And so, when -- you wouldn't have
17 been involved, though, in any way in talking to anybody
18 about this?

19 A. No.

20 Q. Okay. Would you have had discussions -- or have you
21 ever had discussions with Jennifer Browning about this
22 incident?

23 A. I probably -- I probably did, because I think -- I
24 can't remember the date on the video. Because we had
25 heard -- and not me, per se, but someone in the office,

1 at some point in time, had heard something about, you
2 know, a video.

3 So we didn't really get any confirmation of --
4 about anything. I guess, what was leading up to a lot
5 of this -- and this -- you know, just -- and the reason
6 Kerri -- when you think about Kerri's statement just in
7 its -- by itself to us, was Dr. Grist had made sexual
8 advances at other caregivers of ours.

9 And so, we knew he had that kind of -- there was
10 something -- there were two or -- two caregivers, I
11 guess, at that point in time. And so, some caregivers
12 can comfortably handle that. Some can't.

13 So then, when that was eventually reported -- when
14 Kerri reported that, and then we finally got some
15 confirmation of the severity, that's when you see that,
16 from the 25th to the 27th, we had her in, and we
17 interviewed her.

18 Q. I don't see notes in ---

19 A. Yeah.

20 Q. --- here about -- I'll just submit to you, I've gone
21 through this.

22 A. Yeah.

23 Q. Can you tell me, specifically, what other caregivers
24 alleged that he had made sexual advances to them?

25 A. Oh, I don't remember. One of -- one of the names -- I

1 supplied it in -- it's not in the system. One of our
2 caregiver -- one of our office staff -- I don't
3 remember if it was Heather or Lindsey, took a statement
4 from a caregiver. What's her name? It was in an email
5 that I think I submitted, that had her name in it. I
6 can't remember ---

7 Q. Okay.

8 A. --- her name.

9 Q. Would that have been something you would have put in
10 here (indicating)?

11 A. In the notes?

12 Q. Uh-huh.

13 A. Yeah. I don't know why it wouldn't have been. But,
14 yes, that -- that should have been in the notes.

15 Q. Now, if that caregiver says that she never gave that --
16 I'm just hypothetically ---

17 A. Yeah.

18 Q. Do you have corroborating testimony? Is there somebody
19 in your office that will testify that a caregiver
20 reported that?

21 A. Yes.

22 Q. Okay. Who would that person be?

23 A. It would either be Heather or Lindsey, one of the two.

24 Q. Do you know why -- and it might be outside of your
25 realm.

1 A. Uh-huh.

2 Q. Do you know why Dr. Grist was being prescribed Cialis?

3 A. I don't know.

4 Q. And so, that would be something someone else would have
5 prescribed?

6 A. Right.

7 Q. Okay. Now, with this incident, if you have a client
8 that has -- you know, that there is a guardian, what do
9 you understand it means when the court appoints a
10 guardian?

11 A. The guardian is responsible for Dr. -- in this
12 instance, was responsible for the care of Dr. Grist.

13 Q. What's your understanding about what findings have to
14 be made about the -- about the adult, the vulnerable
15 adult, in order for the court to appoint a guardian?

16 MR. PEELE: Object to the form. You can
17 answer if you can.

18 BY MS. THOMASON:

19 A. I don't know. Yeah, I don't have ---

20 Q. So you have no understanding of, you know, what they
21 have to prove in court in order for a guardian to be
22 appointed?

23 A. No.

24 Q. Okay. So you wouldn't be surprised to know they have
25 to prove that the adult is completely incapacitated in

1 order for a guardian to be appointed?

2 MR. PEELE: Object to the form.

3 BY MS. THOMASON:

4 A. Yeah, I don't -- I don't know, yeah, if I'm surprised
5 or not.

6 Q. Okay.

7 A. Yeah.

8 Q. So tell me about between -- so May 25th ---

9 A. Uh-huh.

10 Q. --- is the first indication with Kerri. May 27th is
11 the meeting with Brandy and Heather and Lindsey?

12 A. Uh-huh.

13 Q. And then, it said -- there's a note, 5/27, (as read)
14 Kerri Burnett was terminated on 5/27 for cause.

15 A. Uh-huh.

16 Q. So the day of the meeting, you guys terminated her
17 then?

18 A. Yes.

19 Q. Okay. So tell me what you did after you terminated
20 her.

21 A. We would have deactivated her in the system. I don't -
22 - me, personally, I didn't necessarily do anything.

23 Q. Okay.

24 A. It was maybe -- it would have been more -- and this is
25 -- as we're looking at the notes, going back, (as read)

1 Kerri Burnett terminated, inappropriate behavior, which
2 is documented in a separate notation, BC.

3 So that's Brandon. He put his initial there, so
4 Brandon Cupstid.

5 But he would have then contacted -- he -- I think
6 he would have then contacted Tracy -- Tracy or
7 Jennifer. I'm not sure. Then, he would have contacted
8 whichever authorities -- and I think, if I remember,
9 there are notes in here about the people that he -- the
10 different people that he reached out as a result of
11 this incident.

12 Q. Okay. So I'm going to direct you to page 44, at the
13 bottom, the entry on 6/1. And it says, (as read) I
14 spoke with Tracy Parsons and let her know that we have
15 concluded our internal investigation. I reiterated
16 what I told her last week, that we did discover some
17 preliminary findings that confirmed she was not well
18 suited for Dr. Grist, and had been pulled from the
19 schedule, due to inappropriate behavior and failure to
20 proper -- follow proper protocol, and not notifying the
21 office.

22 So you state, on 6/1, that she was not well
23 suited, and that you told Tracy you completed the
24 internal investigation. It goes on to say, (as read)
25 Tracy says she's going to let sleeping dogs sleep at

1 that point, unless it's pushed by the family.

2 Did you tell Tracy exactly what Kerri admitted to?

3 A. I don't -- this would have been -- this wasn't my note.
4 This would have been Brandon's note.

5 Q. Okay. But you were looking into it, you know, when
6 they brought it to you.

7 Was this a serious matter when it was brought to
8 you?

9 A. Oh, yeah. It was serious.

10 Q. Okay.

11 A. But she did not admit to having sexual relations. She
12 mentioned maybe touching. She didn't admit to having
13 sex with Dr. Grist. She mentioned touching him
14 inappropriately.

15 I guess you can -- I mean, I don't know what that
16 means, per se. But, yes, that was serious enough that
17 Brandon told Tracy what happened.

18 Q. Are you aware -- have you read any part of the
19 deposition testimony for Kerri McCreary?

20 A. I did.

21 Q. Okay. And so, you're aware that when asked if she had
22 kissed Dr. Grist, she pled the fifth?

23 A. I was, yeah, aware, whenever I read it.

24 Q. And she was asked if she had touched his penis. She
25 pled the fifth.

1 A. Yeah.

2 Q. When asked if she had sex, she pled the fifth.
3 Inappropriate touching, she pled the fifth.

4 A. Uh-huh.

5 Q. So she pled the fifth on sexual relations with Dr.
6 Grist?

7 A. Yeah.

8 Q. And at this time, she stated she laid on top of him,
9 and she had to go change her underwear ---

10 A. Yeah.

11 Q. --- correct?

12 A. Correct.

13 Q. But you still -- your position would still be that she
14 didn't admit that she had sex with him?

15 MR. PEELE: Object to the form. Go ahead.

16 BY MS. THOMASON:

17 A. In our -- in our interview, that's what she stated.

18 Q. Okay. Now, would you have considered -- because you're
19 a mandatory reporter, correct?

20 A. Uh-huh.

21 Q. Would you consider this a situation that required
22 mandatory reporting?

23 A. Mandatory reporting to ---

24 Q. For DHEC's rules ---

25 A. Yes.

1 Q. --- and regulations.

2 A. Yes.

3 Q. Okay. And so, what is your protocol, in general, if
4 you were to have an incident of sexual relations
5 between a caregiver and a client?

6 A. We -- just like in this instance, we reported it to
7 Adult Protective Services.

8 Q. Okay. Would you do that immediately?

9 A. I'm not sure. I think once we confirmed -- I don't
10 know the time ---

11 Q. Well, in ---

12 A. --- lapse.

13 Q. --- this instance, you -- it stated that you reported
14 it on 7/1 to a Deputy Wilson. But let's go back for a
15 second.

16 So Tracy said she's going to let sleeping dogs
17 sleep?

18 A. Yeah.

19 Q. And so, did y'all take that -- at that point, she says,
20 if she's not with him, she doesn't care what happens.
21 Did y'all take that as direction for you guys not to
22 report it?

23 A. No.

24 Q. So you considered, despite what Tracy said, that you
25 are a mandatory reporter, and you had to report it?

1 A. Yes.

2 Q. Okay. And Brandon would know the gist of the
3 conversation with Tracy; is that ---

4 A. Yes.

5 Q. --- fair?

6 A. Fair.

7 Q. Okay. Now, on 7/5, page 45, at the top, relating to
8 Kerri Burnett McCreary, (as read) Hi, Tracy. After our
9 conversation on Friday, July 2nd, regarding Dr. Grist,
10 Brandon Cupstid, Director of Operations, called the
11 Greenville County Police Department.

12 So you did nothing, it looks like, between May 27
13 and July 5th. And this looks like Brandon did
14 something after he talked to Tracy on Friday; however,
15 there's no notation from 7/2 of a conversation with
16 Tracy. And so, after he talked to Tracy, then, it says
17 he contacted the Greenville County Police Department.

18 So isn't it fair to say, you guys didn't do
19 anything for over a month?

20 A. Yeah. I guess I'd say, that's fair.

21 Q. And you didn't do anything until after Brandon had
22 another conversation with Tracy on July 2nd?

23 MR. PEELE: Object to the form.

24 BY MS. THOMASON:

25 A. Yeah. I don't -- I wouldn't -- yeah, I don't know. I

1 mean, we -- we reported it, I guess, on the 5th. I
2 don't know what happened between the 25th, and then --
3 you know, I'd just be guessing. Maybe the video -- we
4 finally got confirmation of a video, which then said,
5 okay. This is time to report it, maybe. But I'm kind
6 of guessing at this point.

7 Q. Okay. Do you remember reviewing the video?

8 A. I saw it for the first time yesterday.

9 Q. Okay. So where it says, after our conversation on
10 Friday, Brandy -- Brandon called the police department,
11 so, again, in your system, you would be able to tell
12 who had the conversation with Tracy, the person who's
13 noting this?

14 A. Noting this, yes. And I would -- just as I'm -- I
15 mean, it looks like it might have been Erin in that
16 instance. I'm seeing at the very -- I think it would
17 be Erin, but the system would confirm it.

18 Q. Okay. And it says that Brandon contacted the
19 Greenville County Police Department and spoke to Deputy
20 Wilson.

21 A. Yes.

22 Q. Did you do anything to verify that he had talked to
23 Deputy Wilson?

24 A. No.

25 Q. And you may not be aware, but we sent a FOIA, and

1 there's no record ---

2 A. Okay.

3 Q. --- of a report. It notes that he specifically asked
4 for birth dates, addresses. (As read) Deputy Wilson
5 asked for the video in question. The video was in our
6 possession.

7 Brandon explained that we did not have the video.
8 Deputy Wilson said, in order to file a report -- so
9 he's saying, we don't have it, so you couldn't have
10 looked at the video. Deputy Wilson said, in order to
11 file a report, some concrete evidence is needed.

12 Now, that doesn't sound like a mandatory report
13 under a vulnerable adult statute. And Deputy Wilson,
14 we can't find. But he goes on to explain that South
15 Carolina DHEC regulation, any allegation of abuse,
16 neglect, exploitation must be reported to Adult
17 Protective Services.

18 And so, on July 2nd, this person, I guess Erin,
19 made that referral.

20 A. Okay.

21 Q. Do you -- when you do that, in a normal course, do you
22 file a report? Is it a written report?

23 A. It's usually a phone conversation. You know, we will
24 call Adult Protective Services. They'll take a
25 statement from us. They'll say -- they'll tell us --

1 it'll go -- you know, they'll have -- you know, they'll
2 have to review it.

3 And I can't remember if they have 24 or 48 hours
4 to review it, to decide if they're going to take the
5 case on. When -- like, in this instance, when we're a
6 third party, we may or may not -- we've just reported
7 it. We may or may not hear back. We've ---

8 Q. Okay.

9 A. --- made the call that we needed to make.

10 Q. And it sounds like you guys also checked on Kerri's CNA
11 license; is that fair?

12 A. Yes.

13 MS. THOMASON: Does anybody need to take a
14 break?

15 THE WITNESS: Sure.

16 (OFF THE RECORD)

17 BY MS. THOMASON:

18 Q. Okay. Now, I have to ask. Did you discuss, with your
19 attorney, anything that you've been questioned about
20 previously?

21 A. No.

22 Q. Okay. We were -- we were discussing the reporting of
23 this incident to DHEC.

24 A. Uh-huh.

25 Q. And when this -- when you were -- were you made aware

1 of this discussion where Brandon reported this?

2 A. Yes.

3 Q. And so, Brandon would be the only person that could
4 testify as to what that conversation was with -- was
5 like with Deputy Wilson?

6 A. Yes.

7 Q. Okay. And then, would Erin be the one that could
8 testify as to what was discussed with the -- with Adult
9 Protective Services?

10 A. Yes.

11 Q. Okay. Now, on 7/8 -- well, I'm sorry, 7/6. That was
12 on 7/5. On 7/6, (as read) Dr. Grist's next doctor
13 appointments are July 6th, that day, and July 8th for a
14 follow-up appointment.

15 So somebody would have called him and said, he now
16 has doctor's appointments?

17 A. Right.

18 Q. Okay. And then, there's an instruction about
19 medication. So even medication -- is it fair to say,
20 changes in medication go in these notes?

21 A. (No verbal response.)

22 Q. I'm sorry. That was a bad question.

23 A. Yeah.

24 Q. Let me ask it again.

25 A. Yeah.

1 Q. When I see references to changes in medication, would
2 that be a direct result of the nurse calling in to the
3 office?

4 A. No, the changes in the medication would have been
5 communicated by whoever -- you know, whoever went with
6 Dr. Grist to the doctor, and then, they made the
7 changes.

8 But what our nurse maybe would do was, once the --
9 once the changes were made, or if there was new
10 medication ordered, she would potentially go pick up
11 the medication.

12 Q. Okay.

13 A. That would be kind of her extent.

14 Q. And so, it's not necessarily the fact that -- I may
15 have misunderstood you earlier.

16 A. Yeah.

17 Q. The nurse is not the only one that can note changes in
18 medication?

19 A. Like, up -- like -- no. If we're -- it could be sent
20 in to someone in our office, you know, saying, hey,
21 we've had a change.

22 Q. Okay.

23 A. But the nurse is ultimately going to be the one.

24 Q. To handle it?

25 A. To handle it, yes.

1 Q. Okay. And so, during this time, it looks like Dr.
2 Grist is still spending -- throughout this time, is it
3 fair to say that Stacey was being relied upon to fill
4 in when caregivers weren't available?

5 A. I think -- I think so. I think, once we had some
6 regular folks, like Ann Crippen and Wanda, then she was
7 relied less -- relied on less and less.

8 Q. Okay. All right. I've gone -- I'm going forward, to
9 page 51. Now, we're going to go over some emails in a
10 little bit.

11 A. Uh-huh.

12 Q. But Jennifer noted, sometime in April of 2022, that she
13 had heard from you regarding falls. And I'm going to --
14 -- I'm going to ask -- I think you said earlier that
15 your policy is, anytime there's a fall, they are to
16 report it.

17 A. Yes.

18 Q. Caregivers are to report it?

19 A. Uh-huh.

20 Q. And so, if it were Wanda, they would call -- the -- I'm
21 going over the policy here.

22 A. Yeah.

23 Q. The policy would be, if Dr. Grist fell, and Wanda was
24 there, Wanda would call the office?

25 A. Yes.

1 Q. And record it?

2 A. Yes.

3 Q. If Ann was there, is it fair that Ann would call the
4 office and report it?

5 A. Yes.

6 Q. Okay. If a caregiver failed to report a fall ---

7 A. Yes.

8 Q. --- is there a policy for discipline for that
9 caregiver?

10 A. No. I don't know.

11 Q. Okay.

12 A. I don't know. There -- it might be in there. I don't
13 know.

14 Q. Okay. Is your belief -- you don't have an opinion, but
15 you can say so.

16 But, in your opinion, would Ann Crippen or Wanda
17 Pace be caregivers that would report falls if they
18 happened while they were there?

19 A. They would.

20 Q. Any other place, other than these logs, that you guys -
21 - that Comfort Keepers keeps notes that are made by
22 caregivers?

23 A. It would be in -- like, if they submit it on the app --
24 I can't remember if it would pop up here or not, but
25 they could leave a note in the app. That's where they

1 would leave a note.

2 Q. Okay.

3 A. Yeah.

4 Q. Okay. Do you -- would you have, at this point -- well,
5 let me back up.

6 In response to the discovery requests that we
7 sent, you also provided invoices ---

8 A. Uh-huh.

9 Q. --- for payment for services. And the first invoice
10 date is September 21, 2020.

11 Do you bill in arrears, or do you bill, going
12 forward?

13 A. Going forward. It's bi-weekly. So that would have
14 been -- on that first invoice, that would have been for
15 whenever they started, for everything from the 8th, up
16 until that Monday ---

17 Q. Okay.

18 A. --- or that Sunday night.

19 Q. Okay. And so, you bill bi-weekly?

20 A. Bi-weekly.

21 Q. And then, I saw references to ACHs. And so, you would
22 have had Stacey pay ---

23 A. Uh-huh.

24 Q. --- via ACH or whatever ---

25 A. Or a check.

1 Q. --- the term was that she agreed to?

2 A. Yes.

3 Q. Okay. And over the course of this -- I'll submit to
4 you that it stayed pretty steady.

5 At the point that they needed 24-hour care, would
6 that have been at the same rate?

7 A. Yes.

8 Q. In other words, your rates are set?

9 A. Yes.

10 Q. It just depends on ---

11 A. Yeah, we don't -- it would not change because you
12 wanted more care.

13 Q. All right. Now, who did you rely on in determining to
14 increase care?

15 A. It would -- in this case, it would have been Tracy, I
16 guess.

17 Q. Okay.

18 A. It could have been Stacey. I don't know, specifically.

19 Q. Okay. And at the back of these invoices, there are,
20 what I'm going to refer to as, hard costs.

21 A. Yeah.

22 Q. That's how they are in my world. And so, you pay
23 mileage to ---

24 A. Yeah.

25 Q. --- your caregivers, and ---

1 A. Uh-huh.

2 Q. --- in this instance, to caregivers that would have
3 been driving Dr. Grist around in ---

4 A. Correct.

5 Q. --- some instances, and others to travel?

6 A. Correct.

7 Q. Okay. And so, all of these were -- I'll give you an
8 example.

9 In April of 2022, for Wanda and Ann, did you pay
10 mileage every time they drove to work, or was it just
11 when they were taking him around?

12 A. I think, if I'm remembering correctly, the agreement --
13 because -- well, the agreement with Stacey, I think,
14 was that ---

15 Q. Yeah.

16 A. --- we would pay them mileage, since their travel
17 distance was ---

18 Q. Okay.

19 A. --- and to keep a regular schedule, and regular people
20 in play. That's what we agreed to do.

21 Q. Okay. So when it says, like, May 17, 2022, mileage,
22 ride, and ice cream, 45 miles, does that indicate to
23 you that Dr. -- that a caregiver took him on a ride and
24 got him ice cream?

25 A. That's how I would interpret it.

1 Q. Okay. So each time, ride and ice cream, rode around,
2 lunch, went to lunch, those are all instances where a
3 caregiver is reporting? They turn that in proactively?

4 A. They turn it in. They put their mileage. The way our
5 app works, on that particular shift, they would enter
6 in the mileage in the note of what they drove.

7 Q. Okay.

8 A. Yeah.

9 Q. So from this, we know -- is it fair to say, we know
10 that in March, April, May of 2022, that Dr. Grist was
11 able to get out, ride around, go to lunch, get ice
12 cream?

13 A. That's what I would assume.

14 Q. Otherwise, you wouldn't have reimbursed it if ---

15 A. Right.

16 Q. --- it wasn't him, correct?

17 A. Right.

18 Q. Okay. So he's fully mobile at this point, we would
19 assume?

20 A. I don't that I can -- I don't know that I'd read --
21 because maybe -- I mean, there's -- there's another
22 scenario, that maybe she went to go get him ice cream,
23 because that's what he wanted. But, no ---

24 Q. It says ---

25 A. --- she wouldn't ---

1 Q. --- rode around.

2 A. Yeah, that's what ---

3 Q. Thirty-three miles, it says.

4 A. Yeah.

5 Q. It says, you know, took a, you know, ride and ice
6 cream.

7 A. Yeah.

8 Q. Ride and ice cream.

9 A. I would agree.

10 Q. Ride to Hendersonville ---

11 A. Yeah.

12 Q. --- with Dr. Grist. So he's traveling.

13 A. Yeah.

14 Q. He's going around. They're taking him out. He's going
15 to lunch. He's getting ice cream, all the way through
16 the end of May of 2022.

17 A. That sounds right.

18 Q. And then, in June of 2022 -- and these don't have
19 numbers on the bottom, which ---

20 A. Okay.

21 Q. --- means they were produced by you. In June of 2022,
22 at least, you know, all the way through June 12th,
23 we've got, drove him to Flat Rock for lunch,
24 Hendersonville ride, dinner in Greer, and ice cream,
25 and mileage, Greenville, ride and ice cream, two trips

1 with him, Gap Creek Park for lunch.

2 These are all -- I would submit to you, these all
3 say June ---

4 A. Okay.

5 Q. --- of 2022.

6 A. Okay.

7 Q. Okay. So, again, in June of 2022, he's still out,
8 riding around, getting out of the house with the
9 caregivers, walking in and out of places to get food
10 and ice cream.

11 A. Okay.

12 Q. Is that fair to say?

13 A. Yes, that's what that tells me.

14 Q. Okay. And then, again, through June 26th, he's still
15 going out to lunch; is that fair to say?

16 A. Okay. Yes.

17 Q. And then, it looks like, in mid-July, caregivers were
18 still taking him out to lunch to get ice cream and long
19 rides, and you're paying mileage for that; is that
20 fair?

21 A. It looks like -- it looks like that, yeah.

22 Q. Okay. And so, in at least April, May, June, July, that
23 I've shown you ---

24 A. Uh-huh.

25 Q. --- Dr. Grist is active and out?

1 A. According to the -- yes, to the invoice.

2 Q. Well, you wouldn't have paid for it if ---

3 A. Right.

4 Q. --- it wasn't legitimate, correct?

5 A. Right.

6 Q. Okay. And so, if, during that time, he had been
7 aggressive with caregivers, for instance ---

8 A. Uh-huh.

9 Q. --- would that have been noted in your Comfort Keeper
10 logs?

11 A. Yeah, it should have. Any incidents should have been
12 noted, yes.

13 Q. Okay. All right. If there was an incident where Dr.
14 Grist had knives out that a caregiver reported, and
15 that they felt threatened, would that have been in
16 these logs?

17 A. I don't remember. It should be in the logs, but ---

18 Q. Is that something that a caregiver would fail to
19 mention in the logs?

20 A. Maybe they would make a phone call, possibly, in ---

21 Q. But that wouldn't be something you would know? I'm
22 sorry.

23 MR. PEELE: Were you finished with your last

24 ---

25 THE WITNESS: Yes.

1 MS. THOMASON: I apologize.

2 MR. PEELE: --- question?

3 MS. THOMASON: I apologize.

4 BY MS. THOMASON:

5 A. Well, start back over. Start over.

6 Q. Okay. I warned you.

7 A. Yeah.

8 Q. So if there was a reference in an email, or in a
9 communication, that Dr. Grist had knives out, and was
10 aggressive with caregivers, is that something that
11 would have been noted in your care logs?

12 A. It should -- yeah, it should have. Could it -- could
13 it not be? I mean, maybe. I think I remember
14 something about an incident you're talking about with
15 knives, but I don't know the details of ---

16 Q. Was there talk ---

17 MR. PEELE: Let him finish.

18 MS. THOMASON: I'm sorry. I did it again.

19 THE WITNESS: Yeah.

20 BY MS. THOMASON:

21 Q. Would your policies have been to allow caregivers to
22 drive him around, take him out, if he was aggressive
23 and hard to manage?

24 A. I don't -- I don't know. I don't -- I'd say -- I think
25 I'd say, no, in that instance.

1 Q. Okay. And it's fair to say, you weren't made aware of
2 him being aggressive?

3 A. Me, personally? Not every instance, no.

4 Q. Were you made aware at anytime?

5 A. I think on some occasions, it would make its way to me,
6 the conversation, or maybe a meeting we were having in
7 the office.

8 But those incidents would be voiced like to the --
9 to the Heather, or to the Lindsey, to the people that
10 are, you know, managing his care.

11 Q. Okay. So over the course, from 9/21 through -- of '20,
12 through 8/8 of 2022, it looks like Comfort Keepers was
13 paid \$388,763.71, based on invoices you submitted.

14 A. Uh-huh.

15 Q. And you can double check my math.

16 A. Okay.

17 Q. But my point being, that would have been paid by Dr.
18 Grist, through Stacey?

19 A. Yes.

20 Q. Through your contract with her ---

21 A. Yes.

22 Q. --- for his care and financial?

23 A. Yes.

24 MS. THOMASON: Do you want to take a lunch
25 break now? Let's go off the record.

(OFF THE RECORD)

BY MS. THOMASON:

Q. Okay. We're returning from a lunch break. And we left off, having gone through the call -- I mean, the Comfort Keeper's care logs, and then invoicing with the notes.

Now, at the time that Tracy instructed you not to communicate with Stacey any longer, and Comfort Keepers was now dealing directly with Tracy, it's fair to say that you believed that was how it should be with Tracy?

A. I would say.

Q. Okay. And Tracy -- did Tracy hold herself out as being the one that can make those decisions?

A. I don't remember. I think so. I don't totally remember, but ---

Q. Okay.

A. --- I think so, yes.

Q. Now, we also, in the course of this case, issued discovery to other parties, and then, also subpoenaed some records. And so, we received invoices from Jennifer Browning, related to Dr. Grist's case, in her role as guardian ad litem. And I'll start with -- okay.

I think you testified earlier that you wouldn't -- that you guys don't keep a call log if you had

1 conversations with somebody, other than noting if you
2 had the telephone conversation?

3 A. Yes.

4 Q. That would be the only one?

5 A. Uh-huh.

6 Q. So on 9/16/2020 -- and this is invoice number 5695.

7 And I'll submit, this is the invoice we got, and it
8 appears to cover the entire period. It says, telephone
9 call with Comfort Keepers.

10 A. What page?

11 Q. Oh, I'm sorry. It's page four.

12 A. Okay.

13 Q. And I just want to confirm, that telephone call with
14 Comfort Keepers that's noted there on 9/16, again, that
15 -- that would not have been with you, I think you
16 testified?

17 A. I don't ---

18 Q. Do you see it there?

19 A. --- see it.

20 Q. It's at the bottom of the page.

21 A. Where's the -- oh, okay. Yeah, I don't know.

22 Q. You don't recall having that conversation?

23 A. No.

24 Q. Okay. Would you have been at all involved with any
25 communications with Tracy or Jennifer, regarding Dr.

1 Grist possibly going to a permanent residency program?

2 A. No.

3 Q. They wouldn't have talked to you about maybe needing to
4 suspend care with Comfort Keepers?

5 A. I mean, maybe.

6 Q. In general, are those conversations ---

7 A. In general ---

8 Q. --- with you?

9 A. --- sometimes, but not all the time. Sometimes, I
10 guess it can. But in general, it would be to the
11 scheduler, the people that are managing the day.

12 Q. Okay.

13 A. But it could have been. I mean, I just don't remember.

14 Q. Okay. And she -- she billed for time, trying to deal
15 with staffing issues.

16 Do you recall there being major staffing issues
17 with Comfort Keepers?

18 A. For Dr. Grist?

19 Q. Yes.

20 A. There were -- yeah, there were challenges. There were
21 challenges from just the location of the house, which,
22 if I remember ---

23 Q. Okay.

24 A. --- I think those were some of the same issues the
25 company prior to us was having, I guess. But I don't

1 know that for sure.

2 But we -- just due to the distance away, that --
3 that was where the staffing -- but then, also, finding
4 a person that, you know, Dr. Grist would get along
5 with.

6 So that's where some of the challenges -- so in a
7 -- in a -- in a general case, typically, when we're
8 starting up, there may be little staffing things on the
9 front end that, you know, you need to just iron out as
10 we go through. But, yeah, there were some -- some
11 issues for sure.

12 Q. Okay. I'm going to -- if you can, go to page six.

13 A. Okay.

14 Q. And you'll see a 6/4 ---

15 A. Uh-huh.

16 Q. --- entry, communication with you, Chris Couchell, and
17 Tracy Parsons, regarding caregivers.

18 Now, do you recall having a conversation with both
19 of them? And I will remind you, this is directly in
20 the timeframe that the McCreary incident was going on.

21 A. Yeah.

22 Q. Do you remember having a call with -- with Tracy and
23 Jennifer?

24 A. I don't.

25 Q. Okay. So, then, go down to 7/1. And you'll recall, in

1 the Comfort Keepers notes, there was a reference to a
2 7/2 call with Tracy Parsons, regarding the McCreary
3 incident. This says, 7/1, (as read) review of 11 to 13
4 videos.

5 This is -- it says, (as read) telephone call with
6 Tracy Parsons, times two. Travel to Mike Bridges and
7 Adam Lee's office.

8 But then, it says, (as read) review of videos,
9 discussion, return, communication with Comfort Keepers;
10 you don't recall that?

11 A. No.

12 Q. And that -- that may have been the conversation
13 referenced in the Comfort Keepers logs.

14 But, again, would that have been Erin, I think you
15 said?

16 A. It could have -- could have been. I don't -- I don't
17 know.

18 Q. Okay. And then, if you can, go to page seven.

19 A. Okay.

20 Q. It says, 3/25/2022, (as read) telephone call with Chris
21 Couchell, update to all on the current situation.

22 Do you recall that conversation with Jennifer
23 Browning?

24 A. I remember -- I'm trying to remember who Matthew ---

25 Q. Oh, yeah, I'll tell you. Matt Myers was Stacey's

1 attorney ---

2 A. Attorney?

3 Q. --- prior. But it looks like it's a telephone call
4 with you and Jennifer.

5 A. Maybe. I mean, if she put in -- put my name down, I'm
6 assuming I was on it.

7 Q. Okay.

8 A. Yeah.

9 Q. Do you -- but you don't remember what you would have
10 discussed?

11 A. No. Unfortunately, no.

12 Q. Did you ever discuss, with her -- because this is
13 leading up to a hearing. That's why I'm asking.

14 A. Yeah.

15 Q. Did you ever discuss, with her, a hearing in court that
16 was coming up?

17 A. No.

18 Q. Did you ever discuss the need to update his situation
19 for her report to the court?

20 A. Yes, I think I did.

21 Q. Tell me about that conversation.

22 A. I don't -- I think I just -- if there were any updates
23 that needed to happen, or if there were any updates
24 that I had on the situation, then -- and I think I got
25 a statement from folks in my office that had. And I

1 think I, then, shared that information with Jennifer.
2 I think that's what it was.

3 Q. Okay.

4 A. Yeah.

5 Q. And so, if Jennifer submitted a report to the court
6 about a significant decline in his health ---

7 A. Uh-huh.

8 Q. --- you would have gotten that from the staff, or that
9 you reported that ---

10 A. Yeah.

11 Q. --- it was a significant decline?

12 A. Yes.

13 Q. Would that have been referenced in the logs, on the
14 care logs?

15 A. I don't know about those logs, per se, but maybe, you
16 know, the other document that you had with ---

17 Q. That client profile?

18 A. --- that profile.

19 Q. But if it wasn't in the profile?

20 A. I mean, it should -- if you've seen a decline -- that's
21 what the profile is. When you're visiting there,
22 you're ---

23 Q. So is it possible there -- I'm sorry.

24 A. Yeah. Go ahead.

25 Q. Is it possible there wasn't a decline? Do you know if

1 there was a decline?

2 A. I don't know. I wouldn't know.

3 Q. Okay.

4 A. The only way I would know is reading the -- reading
5 that document.

6 Q. Okay. All right. So look on page eight, top of the
7 page, (as read) conference call with Comfort Keepers
8 E.D. and nurse, treatment team.

9 All right. So who would that have been? Who
10 would be the Comfort Keepers E.D. nurse and treatment
11 team?

12 A. I don't know who E.D. -- nurse -- the nurse, I would
13 say, would be Chris May, who we've listed already.

14 Q. Okay.

15 A. The E.D., I don't know.

16 Q. Okay. And, again, where it says, concerned about
17 decline, you believe that would have been noted in the
18 client profile?

19 A. Yes, maybe.

20 Q. Okay. But you would expect to have some record of it
21 in some of your logs, client profile, or caregiver
22 notes?

23 A. Yes.

24 Q. And so, if there's no record of that, is it fair to say
25 that your team didn't observe a decline?

1 A. I'd say, yes.

2 Q. Okay.

3 A. But, you know, the possibility of them not notating --
4 there is a possibility of them not notating it, but I
5 would agree.

6 Q. Okay. So, then, May 6th, (as read) communications and
7 review of incident with Comfort Keepers caregiver.
8 Telephone call with Tracy Parsons and Chris Couchell.

9 Now, the incident with the fall, and we'll go over
10 that in a minute, happened the end of April -- or mid-
11 April, rather.

12 Do you know -- do you recall this call with Tracy
13 and Jennifer?

14 A. I don't.

15 Q. Do you recall talking to both of them about an incident
16 with a caregiver?

17 A. Not that incident, no.

18 Q. Okay. Any incident other than McCreary?

19 A. Mainly McCreary.

20 Q. Okay. But you didn't feel like you had to have a
21 conversation with Stacey about any of the incidents?

22 A. No.

23 Q. Okay. Because you didn't believe she had any decision-
24 making authority?

25 A. That's not -- no.

1 Q. Okay. Now, 7/14, (as read) received subpoena,
2 reviewed. Communication with Tracy Parsons and Chris
3 Couchell. Update and review of continued care.

4 So do you remember communication with Tracy and
5 Jennifer about a subpoena?

6 A. On 7/14 ---

7 Q. Which would be in the middle of all this time that we
8 were talking about ---

9 A. Yeah.

10 Q. --- just before he ---

11 A. I don't. I don't.

12 Q. Okay. And then, 8/8, if you'll turn to page nine, (as
13 read) communication with Chris Couchell in regard to
14 continued care. Caregiver called in, positive for
15 COVID. Greer Medical, times three.

16 This is the day that Dr. Grist was relieved from
17 the -- released from the hospital.

18 Did you have a conversation with Jennifer
19 regarding anything related to continued care in August
20 of 2022?

21 A. Yeah. Well, I think -- I think what I remember from
22 that conversation was -- there was -- were they wanting
23 -- Tracy and Jennifer wanting to keep Dr. Grist, you
24 know, maybe -- I can't remember. Rehab, maybe. I'm
25 just -- I maybe shouldn't even speak to -- rehab, but

1 then Stacey was wanting to bring him home. That's
2 about the only thing I kind of remember from that
3 timeframe.

4 Q. What would you have been talking to them about?

5 A. The need to keep our staff in place.

6 Q. Okay. And so, she would have talked to you about
7 Stacey having a different plan?

8 A. I think so, yeah.

9 Q. And at that time, Stacey's contract with you was still
10 in place?

11 A. I don't know the exact date. At some point in this
12 timeframe, around, she -- the contract was no longer --
13 I don't remember when we received the cancelation, but
14 it was around then. So on that date, I can't answer,
15 yes or no.

16 Q. But you weren't dealing with Stacey about continued
17 care?

18 A. I don't remember.

19 Q. You weren't dealing with Stacey about care at all?

20 A. No.

21 Q. Regardless of what the contract said, correct?

22 A. Correct.

23 (Whereupon, invoices were marked as Plaintiff's
24 Exhibit No. 2.)

25 BY MS. THOMASON:

1 Q. All right. I'm going to hand you this. These are
2 invoices. Now, through the course of this, Chris, were
3 you ever made aware of -- well, let me ask it generally
4 first.

5 Is it unusual for your clients' family members to
6 have cameras in their homes when your caregivers are
7 there?

8 A. Usually, we're made aware.

9 Q. Okay. And so -- but there are incidents where ---

10 A. Not many, but a few.

11 Q. Okay. Were you made aware of cameras in the home in
12 this instance?

13 A. No.

14 Q. Okay. I'm going to show you an email. Now, I will --
15 I believe this was -- this was forwarded -- an email
16 forwarded by Matt Myers. It doesn't have anything of
17 substance from him. It just forwards an email from
18 Tracy to Tyler. This is August 24, 2020. Tyler McLeod
19 is another attorney, but he's -- he's one in the feed.
20 And she's discussing why the cameras need to be
21 removed. So they knew, as of August of 2020, there
22 were cameras.

23 Isn't it true, you didn't start until September?

24 A. Yeah, I think that's right.

25 Q. So Tracy would have known there were cameras. Is your

1 testimony, she didn't inform you there were cameras?

2 A. Yes, I guess so. We didn't know there were cameras.

3 Q. Who would you have relied on to tell you that at this
4 point?

5 A. I guess any number of -- it could be any number of
6 people. Some -- I mean, in general, sometimes a client
7 will tell us. Sometimes a loved one will tell us.
8 Sometimes -- you know, maybe a guardian. We just --
9 yeah, usually, it just gets communicated to us.

10 Q. Okay. So Tracy didn't tell you about -- let me
11 rephrase that.

12 If she had told you about the cameras, is that
13 something that -- is it your policy to notify
14 caregivers?

15 A. Yes.

16 Q. Okay. Now, I want to -- I want to go back to the Paul
17 incident.

18 In April of 2022, were you made aware of an
19 incident involving caregiver Paul and Dr. Grist?

20 A. I don't -- I don't remember.

21 Q. Okay. Were you shared -- were pictures shared with you
22 of bruises with Dr. Grist?

23 A. No.

24 Q. Have you ever seen the video?

25 A. I saw it yesterday.

1 Q. And so, you heard Dr. -- I won't play it for us.
2 Everybody has it, I think. All right. There's a video
3 of Paul and Dr. Grist.

4 And so, you can hear Dr. Grist yelling for help;
5 is that -- is that true?

6 A. I heard that, yes.

7 Q. Okay. Tell me when you were made aware of the
8 allegations, that Paul put Dr. Grist in a headlock?

9 A. I don't -- I don't know that I was made aware.

10 Q. Okay. And who would have handled the reporting of this
11 incident?

12 A. Paul. If there was an incident on Paul's side, Paul
13 would have reported it. But -- but Brandon, in the
14 office, would have handled that incident.

15 Q. Okay. Have you seen any of the emails? Were you
16 copied on any emails? I didn't see it. I'm just
17 asking.

18 Do you recall seeing any emails between attorneys
19 in this case? And I'm not talking about your attorney.

20 A. Yeah. Yeah. I know. I'm thinking. No, I don't think
21 so.

22 Q. Okay. So, throughout the course of this, you had no
23 idea about Dr. Grist disputing the guardianship?

24 A. I think I knew there was the dispute, just through, you
25 know, maybe conversations ---

1 Q. Okay.

2 A. --- over the course of two years, but as far as the
3 details of it, I was not aware.

4 Q. And so, you wouldn't have known -- you guys started in
5 September of 2020? And I think you testified, he
6 needed companionship in that.

7 You wouldn't have known that in January of 2021,
8 his attorney submitted a list of rights that he should
9 be able to keep?

10 A. No.

11 Q. So you weren't aware that he should be allowed to be
12 employed, because he had a significant income?

13 A. No.

14 Q. That he could consent to care or refuse care?

15 A. No.

16 Q. That he should have the right to participate in social
17 and religious activities?

18 A. No.

19 Q. Okay. Who told you that from the very -- well, let me
20 ask you this.

21 Were you told in the beginning that Dr. Grist
22 couldn't leave his property; do you recall that?

23 A. I don't recall.

24 Q. Would that have been something that Kristy, in the
25 intake, would have gotten?

1 A. Or the care coordinator ---

2 Q. Okay.

3 A. --- would have gotten it.

4 Q. Okay.

5 A. Yeah.

6 Q. Okay. Okay. Now, we didn't get this email from you,
7 but we got it from Jennifer. And it is an email that -
8 - she purports that it was forwarded. It's attached to
9 an addendum to a guardian ad litem report that was
10 submitted on March 25, 2022. The report was on April
11 7th.

12 I asked you a while back if you remembered having
13 a conversation with her or communication on that day.
14 And Jennifer forwards an email, and she gives -- she
15 sends it to all the lawyers.

16 This is March 25th. She says, (as read)
17 unfortunately, I do not have a definitive answer of who
18 is legally in charge of his healthcare to make legal
19 decisions on Dr. Grist's behalf.

20 Well, you already had a contract at this point
21 with Stacey to make those decisions. (As read) But
22 please see below. I received from Comfort Keepers --

23 Now, this is supposedly from you.

24 A. Okay. Can I see it?

25 Q. Yes.

1 A. Or is it in here (indicating)?

2 Q. Yes, it's in here (indicating).

3 A. Hold on. Okay.

4 Q. Because you said, you weren't aware, personally, and
5 you wouldn't have had the correspondence, because this
6 email is from you.

7 A. What page are you on?

8 Q. Page one, attached to the addendum.

9 MR. PEELE: It's the third page. Yeah, I
10 think we're talking about the same thing. (As
11 read) Today is March 25, 2022 ---

12 MS. THOMASON: Yes.

13 MR. PEELE: Okay.

14 BY MS. THOMASON:

15 A. Yeah, that looks from me. So I would have taken --
16 Brandon would have -- this is where Brandon would have
17 been involved. And he, then, reported this
18 information. So, then, it looks like I just gave
19 Jennifer a summary of what ---

20 Q. So you ---

21 A. --- had happened in his email.

22 Q. --- sent this email to Jennifer in March of 2022?

23 A. It looks like it, yeah.

24 Q. Okay. Can you send us a copy of that email?

25 A. I think I can. I should be able to.

1 Q. Okay. That'd be great.

2 A. Will somebody send me a -- will ---

3 Q. Yeah.

4 A. --- I get a reminder or something?

5 Q. Yeah.

6 THE WITNESS: I just submit it to you?

7 MR. PEELE: Yeah. I swear we -- I think we
8 produced that.

9 THE WITNESS: Yeah.

10 MS. THOMASON: You may have. I don't
11 remember seeing it. I'm not sure if you did. I'm
12 going to make a note for myself, too.

13 MR. PEELE: Okay. I've seen this before. I
14 don't know where. I thought we produced it. But
15 if we didn't, we'll produce it.

16 BY MS. THOMASON:

17 Q. And so, this would have been something you took from
18 them, and it just happened to be on the eve of her
19 submitting a report to the court; is that right?

20 A. Yes, I guess.

21 Q. And did she tell you that she needed that in
22 anticipation of court?

23 A. She may have. I don't -- I don't remember.

24 Q. Okay. And, again, is this something that would have
25 been in your care logs, or on his plan, on his client

1 profile?

2 A. This incident, or this whole ---

3 Q. Any incident.

4 A. This incident?

5 Q. I mean, because you're telling them to call 911.

6 A. Okay. So these were sent -- that was a statement from
7 our nurse, Chris. So I just kind of summarized those
8 two events ---

9 Q. So ---

10 A. --- and sent it to Jennifer. Yeah.

11 Q. Why isn't it anywhere in the caregiver logs?

12 A. The first incident, is that in -- let me make sure I'm
13 following.

14 Q. Because this is a year after Kerri.

15 A. Yeah. This was -- was this the Paul incident? Is that
16 what this one was?

17 Q. This was three weeks before Paul.

18 A. Okay. Yeah. I don't know why that wouldn't --
19 wouldn't be in there.

20 Q. And is this the one that you thought you provided the
21 name of the caregiver?

22 A. Yes.

23 Q. Okay. Am I overlooking it? I'm not being a smart
24 aleck.

25 A. Yeah. Yeah. I don't see it, no.

1 Q. So can you provide that name?

2 A. Uh-huh.

3 Q. Because we ---

4 A. Yeah.

5 Q. Because I requested it before, directly from Comfort
6 Keepers, prior to this suit.

7 A. Okay.

8 Q. If you can, provide the name of that individual.

9 A. Uh-huh.

10 Q. Now, would you have reached out to Jennifer, or would
11 she have reached out to you?

12 A. I don't -- I don't know.

13 Q. Okay. And did you have any -- at any time, were you
14 made aware that Tracy's temporary -- Tracy Parsons's
15 temporary order for guardianship had expired, and that
16 she no longer had authority to act?

17 A. I remember that.

18 Q. Okay.

19 A. Yeah.

20 Q. And so, at that time, you guys -- it was understood
21 that she said -- you're saying who has authority?

22 A. Excuse me? I'm not following.

23 Q. Jennifer is saying that you contacted her. This is on
24 March 25th, again.

25 A. Yes.

1 Q. (As read) Chris Couchell contacted me to request a
2 responsible party that he can report to.

3 A. Okay. Yes.

4 Q. But at this time, you still had a contract with Stacey
5 that she contracted you for services -- according to
6 the responses.

7 A. Okay.

8 Q. She contracted for services. She agreed to the service
9 you would provide, and she signed the binding contract.

10 A. Okay.

11 Q. But at this time, you had only considered Tracy to make
12 decisions. And now, you're asking for another
13 responsible party; is that right?

14 A. That's what I'm asking.

15 Q. At anytime, did you tell Stacey that contract was no
16 longer in place, where she contracted for services?

17 A. I've never talked to Stacey.

18 Q. And so, at no time did your office send out a notice,
19 that Stacey's contract, provided for services, was no
20 longer in effect?

21 A. Not that I remember.

22 Q. And that you weren't going to communicate with her?

23 A. That her -- what was your question again?

24 Q. Did you ever tell Stacey you were not going to
25 communicate with her any longer?

1 A. No.

2 Q. You just stopped communicating; is that right?

3 A. Me, just stopped? I never communicated ---

4 Q. Comfort Keepers.

5 A. --- with her. Okay.

6 MR. PEELE: I'll just object to the form of
7 the question. Are you saying, Comfort Keepers?
8 Or are you saying him, as an individual?

9 MS. THOMASON: I'm saying, Comfort Keepers,
10 because ---

11 MR. PEELE: Okay.

12 MS. THOMASON: --- I understand you did not.
13 I apologize.

14 MR. PEELE: Yeah.

15 BY MS. THOMASON:

16 Q. At anytime, did Comfort Keepers notify Stacey, that you
17 are no longer going to abide by the terms of the
18 contract in dealing with her?

19 MR. PEELE: Object to the form.

20 BY MS. THOMASON:

21 A. I don't know.

22 Q. Okay. Bear with me for just a second.

23 A. Uh-huh.

24 Q. When you were made aware that Kerri had engaged in
25 sexual relations with Dr. Grist, at that time, did you

1 provide any instructions to your staff? You,
2 personally?

3 A. Me, personally?

4 MR. BARLOW: Object to the form. Go ahead.
5 I just objected.

6 BY MS. THOMASON:

7 A. Yes. I guess when I became aware, that's when we
8 interrupted Brandon, and Brandon was doing this anyway,
9 whether it was my instruction or not. Our protocol is
10 that we then get -- Kerri comes to the office, and we
11 take a statement from her.

12 Q. Okay. Do you have an internal protocol regarding their
13 reporting, a written protocol regarding reporting,
14 pursuant to DHEC regulations?

15 MR. PEELE: Object to the form.

16 BY MS. THOMASON:

17 Q. That was kind of a ---

18 A. Yeah.

19 Q. --- clumsy question.

20 A. Yeah. What ---

21 Q. Do you -- do you have any written policy about
22 mandatory reporting?

23 A. I don't know.

24 Q. Okay. Who would know that?

25 A. Probably Erin, my wife.

1 Q. Okay. I probably should have asked this in the
2 beginning.

3 Tell me the role that you play, versus what Erin
4 plays ---

5 A. Okay.

6 Q. --- in the operation.

7 A. Yeah. Yeah. When I originally came in, in 2016, I was
8 more just on the finance side, in more of a support
9 role. Then, when we opened the Greenville office,
10 which is kind of where I was a little involved, I was
11 helping that operation get started, and then getting a
12 -- you know, the management, and the team, and
13 everything in place.

14 So I would be maybe more familiar with, you know,
15 the details in that space, from this standpoint. But
16 as far as procedures, policies, all of that, that's
17 something that she would absolutely know better than I.
18 Yeah.

19 Q. Okay.

20 A. So, yeah.

21 Q. Okay. I might get you out of here earlier than I even
22 said. Okay. What I'm showing you is an email from
23 Jennifer Browning, dated April 20, 2022. And you can
24 see, it went to a litany of lawyers.

25 And it says, (as read) I just had a conference

1 call with Chris Couchelle and the nurse.

2 Do you remember being on a call with Jennifer and
3 Chris May?

4 A. I don't.

5 Q. And they stated that Dr. Grist -- and this is April
6 20th now. They stated that (as read) Dr. Grist had a
7 significant decline in the last week, and had fallen a
8 couple of times. They have called EMS, but EMS said
9 it's not an emergency, and they will not take Dr. Grist
10 in. No one has his medical insurance, and he cannot
11 find his wallet.

12 Now, does that jog your memory?

13 A. No, not really.

14 Q. Now, if they had called EMS, and Chris was involved,
15 Chris May ---

16 A. Yeah.

17 Q. --- I would think that would definitely be in the notes
18 somewhere, wouldn't you?

19 MR. PEELE: Object to the form.

20 BY MS. THOMASON:

21 A. Yeah.

22 Q. I mean, that's a significant event; would you agree?

23 A. Yeah.

24 Q. And so, if that's not in the logs, what's your
25 explanation?

1 A. I don't know that I have one. Maybe it wasn't put in
2 by Chris May. You know, maybe she didn't put it in. I
3 mean, that's -- I guess that's a possibility. That
4 would be my only explanation for ---

5 Q. Why would you be on that call with the nurse? You've
6 stated you aren't normally on those calls.

7 A. There's no telling. I could have been in Greenville
8 that day, and Chris ---

9 Q. Do you think you were on that call?

10 MR. PEELE: Let him finish.

11 MS. THOMASON: Sorry.

12 BY MS. THOMASON:

13 A. I don't know. Again, to your second question, I don't
14 know if she -- if they're saying I was on the call,
15 then I would believe I was on the call.

16 Q. Do you remember, at any time, EMS being called, related
17 to this?

18 A. I mean, I guess. I don't -- I don't -- I don't
19 remember, per se. So this would have been a statement.
20 I'm thinking I would have maybe been on the call if I
21 was with Chris May and Jennifer, but Chris would have -
22 - Chris May would have had more of the details than I
23 would have.

24 Q. Okay. So attached to that are all of the notes, from
25 March, 2022, through April, 2022, from the caregivers

1 at the house. And, I mean, these are detailed notes,
2 if you want to look on the first page.

3 You know, (as read) out for ice cream -- second
4 time we closed the gate, it would not close. Stacey
5 called Doc, talked to him. Went up to pee. Back to
6 bed. Pulled covers down.

7 I mean, it's step-by-step, page, after page, after
8 page.

9 Can you explain to me why there's no mention of
10 falls anywhere in here, day, by day, by day?

11 A. I don't know.

12 Q. Can you explain to me why there's not a mention of EMS
13 being called, day, by day, by day?

14 A. I don't know.

15 Q. So, as the owner of Comfort Keepers, and in talking to
16 Jennifer, did you just rely on Chris May, telling you
17 this happened?

18 A. Yes.

19 Q. And who would Chris have gotten that information from?

20 A. Whoever -- whatever caregiver reported it.

21 Q. And so, if the caregivers didn't report it, there's no
22 explanation for why that is being talked about in the
23 telephone call?

24 A. If they were -- if Chris May was involved, they would
25 have reported it.

1 Q. We've got minute by minute.

2 A. Yeah.

3 Q. Downed a pimento cheese sandwich, and what he had for
4 breakfast, and when he went to the bathroom, and when
5 he walked out to the gate, how long he sat on the front
6 porch, when people arrived, worked on the -- when he --
7 what time he's eating, compression socks on, every time
8 he talks to Stacey, and no mention of EMS.

9 A. Yeah. I don't know. I don't know whose notes ---

10 Q. Well, could it be because Jennifer ---

11 MR. PEELE: Let him finish.

12 MS. THOMASON: Sorry.

13 BY MS. THOMASON:

14 A. Whose notes are these? Who did these belong to?

15 Q. These were provided by -- it says, Wanda Pace, Ann
16 Crippen, Julie ---

17 A. I guess ---

18 Q. --- Ann Crippen, Wanda Pace.

19 A. Yeah. Was this a notebook left by who, I guess? Who
20 did the notebook belong ---

21 Q. These were notes provided by, I think, Jessica, the
22 caregiver, Jessica, that they took every day when they
23 were providing care. Harold is in them.

24 Were you not aware they took these notes when the
25 caregiver was there?

1 A. No. Sometimes, families put a notebook in. That's why
2 I was asking who ---

3 Q. You guys provided the notebooks.

4 A. I don't know.

5 Q. So you're not aware of caregivers taking these kinds of
6 detailed notes?

7 A. I'm aware that they do, but not -- they're not doing --
8 I don't know who these notes are. Were these meant for
9 Stacey? Were they meant for ---

10 Q. No, they ---

11 MR. PEELE: Let him finish.

12 MS. THOMASON: Sorry.

13 BY MS. THOMASON:

14 A. Were they meant for Tracy? Were they meant for
15 Jennifer?

16 Q. Well, it doesn't matter, because it's -- it's the
17 caregiver ---

18 A. Yeah, they're writing ---

19 Q. --- taking notes.

20 A. Yes, I agree.

21 Q. And so, the caregivers are taking detailed notes, and
22 they don't mention EMS in here.

23 A. Okay. I guess we have to ask them, because I don't
24 know.

25 Q. So you have no idea where Chris May got that

1 information?

2 A. No.

3 Q. Does it seem like coincidence to you that this
4 information was provided on the eve of providing it to
5 the Court to extend the guardianship?

6 MR. SIMPSON: Object to the form.

7 BY MS. THOMASON:

8 A. I don't know. No.

9 Q. Well, are you making decisions about the care based on
10 one person's account to you, Chris May?

11 MR. PEELE: When you say, you, do you mean
12 him, individually, or Comfort Keepers?

13 MS. THOMASON: Comfort Keepers. Thank you.

14 BY MS. THOMASON:

15 A. So the information would have come from whichever
16 caregiver reported it to Chris May, then Chris May
17 would have been reported. So maybe it's not in these
18 notes, but it would stand to reason that Chris May
19 would not make a statement like that unless it were
20 reported to her or true.

21 Q. So it would have had to have been reported by one of
22 these caregivers?

23 A. Yes.

24 Q. Okay.

25 A. Whoever was working that day. I don't know if it was

1 one -- I don't know the timing, but if it was Wanda or
2 ---

3 Q. How long ---

4 A. Yeah.

5 Q. I'm sorry.

6 A. If it was Wanda or Ann, I don't know.

7 Q. How long has Chris May worked for you?

8 A. When did she start? Four years, maybe. Maybe a little
9 longer. I don't know the exact date. Four years, give
10 or take.

11 Q. Who did she work for before that?

12 A. She worked in a nursing home.

13 Q. Do you know what nursing home?

14 A. I don't know.

15 Q. Okay.

16 A. I think she worked at a wound center, yeah. I don't
17 know. Maybe it was like a wound center she worked at,
18 yeah.

19 Q. Is it normal for you to draft updates like this to
20 guardians or to guardian ad litem?

21 A. Yeah.

22 Q. And so, you do this often?

23 A. I mean, not -- we don't have many -- like I said
24 earlier, we don't have that many ---

25 Q. Okay.

1 A. --- cases. So I would say, if there were a situation,
2 then, yes, it'd be something I would review before it
3 would go to a guardian or guardian ad litem.

4 Q. Okay. So in this instance, I think you testified, was
5 it Brandon that would have provided the report, and
6 then you would have put it in the email to Jennifer?

7 A. I think so.

8 Q. Okay. Does it seem reasonable to you that Dr. Grist --
9 that you're reporting Dr. Grist as falling often? He
10 needed EMS called, but he's riding around every day for
11 lunch and ice cream and ---

12 A. No.

13 Q. No.

14 A. You could have -- you could have moments of
15 disorientation.

16 Q. Okay.

17 A. So, I mean, you know, those two, separately, that seems
18 odd, but you can be disoriented at times.

19 Q. So, at some point -- well, let me back up. All of
20 these incidents that occurred, did any of them -- were
21 any of them discovered by Tracy Parsons to report to
22 you?

23 A. I don't know that I can -- I don't -- I don't -- I
24 guess I can't answer that.

25 Q. Okay.

1 A. I don't know.

2 Q. Do you know how involved Tracy was with the day-to-day
3 care?

4 A. She was involved with correspondence with the office
5 staff, I think, on a day-to-day basis, but I just can't
6 speak to how often.

7 Q. Okay.

8 A. But I think she was involved with them.

9 Q. So let me ask you, why would you have contacted
10 Jennifer Browning to determine who had the power to
11 make the decisions when Tracy's order expired at the
12 end of March, 2022?

13 A. When did I contact Jennifer?

14 Q. The email says, from Jennifer, and I've shown it to
15 you.

16 A. Yeah.

17 Q. It says, (as read) Chris Couchelle contacted me to find
18 out who is -- who has decision-making authority as to
19 Dr. Grist, and who he should report to.

20 A. After her removal? You're talking about after Tracy
21 was ---

22 Q. Yes, when Tracy's ---

23 A. I think we just -- as an office, we didn't know. We
24 were instructed, I guess, that, you know, all
25 communication go through through Tracy. And when Tracy

1 was removed, I contacted Jennifer and said, who do we
2 talk to now?

3 Q. So you would not take direction from Stacey at this
4 point, correct?

5 A. Not without confirming.

6 Q. With Tracy?

7 A. Yeah, with someone.

8 Q. And you would not have allowed Stacey to terminate your
9 services without Tracy?

10 A. No. I don't know.

11 Q. Excuse me?

12 A. Yeah. I don't know that. I mean, they terminated them
13 anyway.

14 Q. No. Let me ask my question again.

15 A. Uh-huh.

16 Q. Would you have allowed Stacey -- let's say, in February
17 of 2022, when Tracy's in there.

18 A. Uh-huh.

19 Q. Would you have allowed Stacey to call and terminate
20 your services?

21 A. Yeah. I don't -- I don't know. I guess that situation
22 didn't -- never happened, I guess.

23 Q. But you wouldn't take direction from her, correct?

24 A. We were told, as far as day to day, taking direction
25 for Dr. Grist's care, that direction came from Tracy.

1 Q. And you wouldn't take direction as to what doctor she
2 went to from Stacey?

3 A. I don't know that.

4 Q. You don't know that you wouldn't take it from Stacey?

5 A. I mean, I'm assuming, I guess -- yeah, I would assume
6 Tracy and Stacey would have that dialogue, and then we
7 would be told where to take -- or where to have our
8 caregiver take Dr. Grist.

9 Q. Well ---

10 A. I mean, that's kind of how ---

11 Q. Sorry.

12 A. Yeah. No, that's ---

13 Q. Well, who was directing your actions?

14 A. Tracy.

15 Q. Okay. Now, when the August 8th communication, 2022,
16 that we discussed, when Dr. Grist was being released
17 from the hospital, and there was a call with you, and
18 Jennifer, and Tracy, correspondence regarding his care
19 after that, Tracy indicated that you guys were not sure
20 that you could provide two caregivers, 24/7.

21 A. Correct.

22 Q. Do you remember having that conversation?

23 A. Yes.

24 Q. And you remember telling her that?

25 A. Yes.

1 Q. Okay. Now, do you remember having a conversation with
2 Jennifer, where you told her you were going to charge
3 Dr. Grist \$12,500 for the non-compete?

4 MR. PEELE: Object to the form.

5 BY MS. THOMASON:

6 A. Yes.

7 Q. So the incident with Kerri happened, the ---

8 A. Yeah.

9 Q. --- incident with Paul happened.

10 A. Uh-huh.

11 Q. And your position was that Dr. Grist owed you \$12,500
12 for the non-compete?

13 A. For the breach of contract, yes.

14 Q. But you had breached the contract far earlier. You
15 didn't communicate with Stacey.

16 A. Yeah.

17 Q. You didn't follow the directives, correct?

18 A. Okay.

19 Q. Is that correct?

20 A. I guess. I'm not sure.

21 Q. Okay.

22 A. Yeah.

23 Q. So did Jennifer prompt that conversation? Or did you
24 reach out to Jennifer and say, you know what? I've
25 heard that he's got another caregiver, and we're going

1 to charge him \$12,500?

2 A. That would be -- that would be something we would
3 initiate when -- when a client pulls -- takes a
4 caregiver from Comfort Keepers, and pulls them in
5 directly. That's on our contract. And so, that would
6 be something I would initiate.

7 Q. Okay.

8 A. So that's what the \$12,500 is.

9 Q. And so, the entire time that you haven't abided by the
10 contract, then you want to bill him. But you already
11 stated you couldn't guarantee two caregivers, 24/7,
12 which ---

13 A. I don't ---

14 Q. --- was the need.

15 A. I don't know that I -- maybe I did state, but I don't
16 think we just knew he was in the hospital, coming home,
17 and I don't think we knew his condition. So we were,
18 to be safe, I think we're going to need two people, but
19 we may not be able to do it. That's correct.

20 Q. Okay.

21 A. I guess I'm not understanding the the \$12,500 piece.

22 Q. Well, Jennifer submitted to the court that it was going
23 to cost \$12,500 to Dr. Grist.

24 Why would Jennifer be involved in those
25 communications as a guardian ad litem?

1 MR. SIMPSON: Object to the form.

2 BY MS. THOMASON:

3 A. Yeah. I don't know.

4 Q. Does she negotiate with you on price?

5 A. No.

6 Q. On care?

7 A. No.

8 Q. On the caregivers?

9 A. No.

10 Q. Does she have any say whatsoever in those matters?

11 MR. SIMPSON: Object to the form.

12 BY MS. THOMASON:

13 A. No. She -- if -- maybe if she sees they're not a good
14 fit, she may offer that insight to our office, you
15 know, and they may look and make, kind of, decisions on
16 that. But, no, she doesn't dictate any of those
17 things.

18 Q. So why would she be calling you about that?

19 MR. SIMPSON: Object to the form.

20 MR. PEELE: Same objection.

21 BY MS. THOMASON:

22 A. I don't know.

23 Q. And why would you be calling her about the 12,500?

24 A. I don't know. Maybe I wasn't sure what I was supposed
25 to do, or where it was supposed to go.

1 Q. But you were talking about 12,500 under a contract,
2 albeit ---

3 A. Uh-huh.

4 Q. --- that you had breached, but a contract with Stacey.
5 And you're calling Jennifer to see where you send the
6 notice for the 12,500?

7 A. I guess.

8 MR. PEELE: Object to the form.

9 BY MS. THOMASON:

10 A. I guess.

11 Q. But it's your testimony, you did that?

12 A. Yes.

13 Q. Okay. Now, Chris May, as your nurse ---

14 A. Uh-huh.

15 Q. Does she have -- she's a W-2 employee?

16 A. Uh-huh.

17 Q. Okay. And she's 100% responsible for the medication?

18 MR. PEELE: Object to the form.

19 BY MS. THOMASON:

20 A. In what?

21 Q. In distributing the medication ---

22 A. Yes.

23 Q. --- yes to the client?

24 A. Yes.

25 Q. In this case, she would have added to his lockbox, any

1 new medication; is that right?

2 A. Yes.

3 Q. And would she have then also said -- given instructions
4 about how often it was to be given to the caregivers?

5 A. Yeah. Protocol is, she would fill his medication for
6 the month. His weekly medication, you know, would be
7 in a pill box, marked day of the week. She would put
8 the pills for each day in there. The remaining months
9 -- the remaining weeks would remain locked in that,
10 whatever locked cabinet that they had.

11 Q. Okay. So the notes that we've gone over with ---

12 A. Uh-huh.

13 Q. --- Ann Crippen, Wanda Pace, Jessica, Harold, all the
14 caregivers, those notes, when they're indicating great
15 day, went on a ride, difficult that -- whatever they
16 say.

17 We established earlier that that goes all the way
18 through mid July, that he was riding around, ice cream.
19 They indicate him doing well in terms of that. So in
20 June -- I'm sorry, July 13th, there was a note in the
21 caregivers' notes.

22 Let me go back to the -- it says, (as read) Tracy
23 took him to a doctor's appointment, and a medication
24 was added.

25 And this was in your care notes. No, I'm sorry.

1 It was in an email from Tracy. Tracy emailed to give
2 an update on August 5th. I apologize. One second.
3 Yeah, okay. August 5th ---

4 MR. PEELE: Are you sure?

5 MS. THOMASON: Yeah.

6 BY MS. THOMASON:

7 Q. This is an email, where Tracy is giving you an update,
8 an overall summary, August 5th. Now, we've got the
9 records through July 15th, where he is out riding
10 around, ice cream and so forth. Lunch, July 3rd -- and
11 you can read it here.

12 She's saying, over the last few weeks, Dr. Grist
13 has been increasingly agitated with the caregivers. He
14 was evaluated by Galen Care on July 13, and was
15 prescribed 1.5. Vraylar, samples given. Made a follow-
16 up appointment the next day. He was returned, July
17 21st. The complaint was the medication was too
18 sedating. This was never the goal. The recommendation
19 was to cut the medication in half every other day.

20 And it goes forth with all the things that had
21 happened. And she goes down to say, (as read) it's a
22 struggle to find caregivers, distant to the house, and
23 cannot agree that there would be caregivers.

24 My point, though, is, what -- she indicates that
25 Vraylar was added. And I know you're not a doctor.

1 And I'm not asking you anything about that.

2 Is it your testimony that Tracy would have been
3 the person that had the responsibility to tell Chris
4 May and the caregivers of the serious side effects of
5 Vraylar?

6 MR. PEELE: Object to the form.

7 BY MS. THOMASON:

8 A. Yes.

9 Q. You would have gotten any of that from Tracy; is that
10 right?

11 A. Yes.

12 Q. And so, tell me the protocol when you add a medication.
13 Does Chris do any independent research on the
14 medication?

15 A. No.

16 Q. But in her capacity as a nurse, do you believe she
17 would know anything about these medications, in dealing
18 with the elderly?

19 MR. PEELE: Object to the form.

20 BY MS. THOMASON:

21 A. I can't -- I don't know.

22 Q. Okay.

23 A. I can't say.

24 Q. And so, you'd be surprised to know Vraylar is not
25 approved for use in elderly dementia; do you know that

1 at all?

2 MR. PEELE: Object to the form.

3 BY MS. THOMASON:

4 A. No.

5 Q. Okay. When -- and so, as far as you know, there were
6 no notes for caregivers to be aware of the side effects
7 in anything you've looked at?

8 A. Yes. I -- again, I ---

9 Q. Stiffening of the legs, weakening in the muscles?

10 A. Yeah.

11 Q. Inability to walk?

12 A. I don't know.

13 Q. Fever? So none of that was supplied. Whose fault was
14 that?

15 A. I don't know.

16 Q. Okay.

17 A. Yeah.

18 Q. When he went to the hospital in September -- I'm sorry,
19 July 28th, do you know who accompanied him to the
20 hospital?

21 A. I don't.

22 Q. Okay. But he had a fall; are you aware of that?

23 A. No.

24 Q. Okay.

25 A. At the hospital or ---

1 Q. Prior to going.

2 A. Okay.

3 Q. He couldn't walk.

4 A. Okay.

5 Q. Are you aware of any of that? If you're not, that's
6 fine. I'm not trying to ---

7 A. No.

8 Q. Okay. And you're not sure who the caregiver was with
9 him in the hospital?

10 A. I don't know, no.

11 Q. Okay. Now, at the point that he went to the hospital,
12 did anybody talk to you directly?

13 A. I'm trying to think. I can't remember. Maybe Jennifer
14 or Tracy, maybe. I can't -- did one of them go to the
15 hospital with him? Maybe one of them ---

16 Q. Jennifer did not.

17 A. Maybe Tracy did.

18 Q. Tracy, I think, at one point.

19 A. Maybe ---

20 Q. Would your caregivers, who called EMS, not have
21 reported that?

22 A. I would have -- I would have assumed, yes.

23 Q. And when the caregiver, who did report it, as a matter
24 of fact ---

25 A. Uh-huh.

1 Q. --- when the caregiver reported it, that wasn't
2 something Jennifer would have called you directly to
3 discuss?

4 A. No.

5 Q. So just so I can be sure, so ---

6 A. Yeah.

7 Q. --- I understand this. Jennifer called you on the eve
8 of court, but not when he went to the hospital?

9 A. I don't -- she could have called me on the eve of the
10 hospital. I don't know. Yeah.

11 Q. Do you remember hearing about it, you know, after the
12 fact, or while he was in the hospital?

13 A. I remember some details while -- about him being in the
14 hospital. But I don't remember exactly who I was
15 talking to, or what -- it could have been Jennifer.
16 Maybe it was. I don't -- I don't remember.

17 Q. And do you remember being told by Tracy or Jennifer
18 that he had been over sedated, although that wasn't the
19 intent?

20 A. No.

21 Q. No memory of that?

22 A. No.

23 Q. So Jennifer didn't call you to talk about the fact that
24 ---

25 MR. SIMPSON: Object to the form.

1 BY MS. THOMASON:

2 A. No.

3 Q. Tracy didn't mention it, in any conversations with you
4 on August 8th?

5 A. With -- no.

6 Q. So in the call y'all are having on August 8th, where
7 you're concerned about trying to get him into rehab,
8 and Stacey didn't want him there, nobody talked about
9 the over sedation?

10 A. No. I don't -- no, not to my knowledge.

11 Q. And Chris didn't report that he had been over sedated,
12 correct?

13 A. Not -- not that I remember.

14 Q. What was your impression when you watched the video of
15 Paul and Dr. Grist?

16 A. It was -- I seen it yesterday. Not -- not how I -- not
17 how I would have handled it, but I also don't know what
18 -- I guess you could hear Paul screaming that Dr. Grist
19 bit him on the shoulder. And so ---

20 Q. And you hear Dr. Grist ---

21 A. --- you hear ---

22 MR. PEELE: Let him finish his answer.

23 BY MS. THOMASON:

24 A. So I just -- I've heard that piece, so I don't know.

25 The video wasn't clear enough for me to see how it --

1 how everything happened outside. It was just more of
2 hearing the -- you know, I saw Dr. Grist go out, and
3 then Paul kind of go out for him.

4 What happened out there, I couldn't tell, other
5 than hearing Dr. Grist scream. And then, you know,
6 when Paul brought him back up, you know, Paul was
7 trying to calm him down, but not very successfully.

8 Q. Is it -- again, do you think it's just coincidence that
9 that was April 12th, and on April 20th, Jennifer
10 describes him in a significant decline with falls and -
11 --

12 A. Yeah.

13 MR. SIMPSON: Object to the form.

14 MR. PROVENCE: Object to the form.

15 BY MS. THOMASON:

16 Q. Is that just coincidence?

17 A. I guess. I don't know.

18 Q. Okay.

19 A. Yeah.

20 Q. Were you involved in discussions, requiring Stacey to
21 put a fence around the property?

22 A. No.

23 Q. Did you guys make that recommendation?

24 A. No.

25 Q. Is it your policy to make recommendations about

1 improvements to the home and ---

2 A. Sometimes, we would make -- if we feel like a -- like a
3 grab bar in the shower, so we don't -- you know, we're
4 helping somebody bathe, we may make recommendations.
5 But that's looking out for client safety and the person
6 providing the care's safety.

7 Q. Okay. How do you decide if someone has authority to
8 execute a contract with you for services, has legal
9 authority?

10 A. Has legal, typically -- I mean, we're either -- you
11 know, it's usually the -- a client. I don't know that
12 we're making a decision then on their well -- you know,
13 are they -- I think if there's ever any decision, if
14 the person's incapacitated, we typically, you know,
15 will take a pause and, you know, find out -- try to
16 find another person in that instance. I mean, I think
17 we just relied on, you know, Stacey in that instance,
18 signing off on all of our documents, and then we move
19 forward.

20 Q. But Stacey wasn't the one that contacted you. Who did
21 you rely on telling you that Stacey was the person?

22 A. I mean, I ---

23 MR. PEELE: Object to the form. You can
24 answer.

25 BY MS. THOMASON:

1 A. Yeah. I mean, I don't know. It would have been
2 whoever first contacted us, either Tracy or Jennifer.
3 I don't know which one.

4 Q. Okay.

5 A. Whoever contacted us first.

6 MS. THOMASON: Do you guys want to take a
7 five-minute break?

8 THE WITNESS: Sure.

9 (OFF THE RECORD)

10 BY MS. THOMASON:

11 Q. All right. Chris, if -- I want to go back to when Dr.
12 Grist went to the hospital. I looked back, and Tracy
13 did tell the caregivers to call EMS. I'll just submit
14 that to you.

15 A. Okay.

16 Q. And so, when Dr. Grist went to the hospital the second
17 time, August 2nd, if the newly added medication,
18 Vraylar, if it was not shared with the hospital when he
19 went back ---

20 A. Okay.

21 Q. --- if no one told the hospital he was taking Vraylar -
22 --

23 A. Okay.

24 Q. Would that have been your caregiver's responsibility to
25 tell them, or would that have been Tracy's?

1 A. Yeah. I don't know. I would kind of ---

2 Q. Could it have been your caregiver's responsibility to
3 tell ---

4 A. No. Yeah.

5 Q. Okay.

6 A. They may have that information, but I don't know that I
7 would say it was -- would have been their
8 responsibility.

9 Q. So if the hospital gave Haldol, and it was explicitly
10 contraindicated for Vraylar, that wouldn't have been on
11 you? That's your testimony?

12 A. Yeah.

13 Q. And your caregiver that went to the hospital, that
14 wouldn't have been on her to tell the hospital?

15 A. No.

16 Q. And your caregiver would have no reason to know that
17 Vraylar causes brain damage, would they?

18 A. She would not.

19 Q. And if it's shared -- if it's given with Haldol, she
20 would have no knowledge of that?

21 A. She would not.

22 Q. And, again, it wouldn't be your responsibility to tell
23 the hospital, correct?

24 A. No.

25 MR. PEELE: Just for the record, when you

1 say, your, are you saying Comfort Keepers or
2 Chris?

3 MS. THOMASON: Sorry. Comfort Keepers or
4 you, personally.

5 MR. PEELE: Okay.

6 BY MS. THOMASON:

7 Q. Do you have a policy -- let's say, generally, if you're
8 dealing with a family member, and you have an
9 incapacitated person, and that family member is making
10 decisions that are questionable to you, do you have a
11 policy on how to handle that?

12 A. I don't know. I don't think we have a policy. But if
13 -- I'll have to check on a policy, I guess. But, I
14 mean, we -- I can do that.

15 Q. Okay.

16 A. But we would -- if they were making unsafe
17 recommendations, then that would typically initiate a
18 review, and then we would potentially call APS.

19 Q. Okay. Tell me the kinds of things that a family member
20 might be doing that would warrant that?

21 A. A family member may be taking spouse's medication, not
22 giving -- maybe we're not in charge of medication.

23 Q. Okay.

24 A. We don't -- some clients choose not to have a nurse do
25 this.

1 Q. Okay.

2 A. And so, a family member may be responsible, themselves,
3 for medication, but they could not be giving the
4 medication as prescribed, or they could be taking it,
5 themselves.

6 Q. Okay.

7 A. And so, in those instances, we would start to deem it
8 unsafe, and then call, you know, APS or whoever. That
9 would -- that would be an example.

10 Q. Okay. What about -- because you're in elder care.

11 A. Yeah.

12 Q. What about instances where caregivers observe the
13 elderly person being isolated?

14 A. They would usually -- they would report that to maybe,
15 like, as I mentioned earlier, with a care coordinator
16 or an assessment. That would be something they would
17 report. But our office staff was in the home a good
18 bit. And so, that's something they would typically
19 look for, as they're there, visiting.

20 Q. Okay. When you go -- do you ever have an instance
21 where a guardian signs the contract with you, a court-
22 appointed guardian?

23 A. I think -- I don't think we've had -- yeah, I mean, I
24 think we've had an instance. I don't know that it --
25 maybe, off the top of my head, I don't -- maybe one,

1 maybe two. Maybe we've had one or two ---

2 Q. Okay.

3 A. --- where they were signing our contract. But I don't
4 know that. Yeah, I'm not sure.

5 Q. Now, the guardianship cases that you told me make up
6 maybe 15 a year ---

7 A. Uh-huh.

8 Q. --- are those predominantly professional guardians?
9 Are there some instances where it's family members who
10 are guardians?

11 A. That was professional guardians, the ---

12 Q. Professional guardians?

13 A. --- number that I gave you.

14 Q. Okay.

15 A. Yeah.

16 Q. And I think you said 15 cases with Jennifer Browning,
17 the ---

18 A. Right.

19 Q. --- guardian?

20 A. Yes.

21 Q. Two with Tracy Parsons?

22 A. Yes.

23 Q. So that would be 17 of the roughly 60 guardianship
24 cases you ---

25 A. You're talking ---

1 Q. You said, 15 a year.

2 A. Maybe 10, 15 a year. No, that would be from a -- I'm
3 trying to think. The guardian cases, when I -- when I
4 said guardian cases, the 15 of Jennifer's, the two of
5 Tracy's, that would be -- maybe that year, we did 17.
6 Maybe the next year, we did similar numbers. It could
7 be 10.

8 Q. Right.

9 A. It could be 15. So that -- that would be the only
10 guardian cases we would have.

11 Q. But Jennifer's ---

12 A. We wouldn't have 60 at one time.

13 Q. --- would be 15 total, or is that 15 a year?

14 A. I think if I -- I'd have to go look. It -- I think 15
15 was one year, 10 was one year, 10 was one year, and
16 maybe there was one year we had five. I think it just
17 depends on the cases.

18 Q. Okay.

19 A. Yeah.

20 Q. So you have -- that was multiple years, not total?

21 A. Yeah, that was multiple years.

22 Q. Okay. And so, like, with Dr. Grist ---

23 A. Uh-huh.

24 Q. --- you guys billed right at \$400,000 for Dr. Grist in
25 two years.

1 A. Uh-huh.

2 Q. Is that comparable to your guardianship cases, your ---

3 A. Different.

4 Q. --- professional guardianship cases?

5 A. Some, yes. Some, no. Some have been less. Some have
6 been more. It just depends.

7 Q. But your prices don't change. I mean ---

8 A. Prices ---

9 Q. --- every year, they may. But you charge the same of
10 every ---

11 A. The same amount.

12 Q. --- client?

13 A. Yeah.

14 Q. You don't change your hourly rates or your ---

15 A. No.

16 Q. --- contract rates?

17 A. No.

18 Q. Okay. And so, if Jennifer's guardian, for example, and
19 it's 24-hour care, we would expect those billings to be
20 similar to Dr. Grist's?

21 A. Yeah.

22 Q. Okay.

23 A. Yeah.

24 Q. Okay.

25 A. It depends on the timing of it, because we do change

1 rates from year to year. So there are instances where
2 we've -- you know, rates change mid-year, based on
3 market ---

4 Q. Okay.

5 A. --- and based on needs. So, yeah, they -- our rates do
6 change.

7 Q. Do you have a contract with Jennifer?

8 A. No.

9 Q. Do you pay referral fees to Jennifer?

10 A. No.

11 Q. Right now, how many guardianship cases do you have with
12 Jennifer?

13 A. Less than ten, maybe six, something like that, maybe.

14 Q. Those six, are they 24/7 care?

15 A. Maybe one of them, but I'm not sure. I don't want to
16 guess. One, maybe, or there may be more. But I think
17 maybe one.

18 Q. Through these guardianship cases, are you -- are you --
19 have you been made aware of families fighting these
20 guardianships in the cases you're involved in?

21 A. The ones -- no.

22 Q. Would you have been made aware of that? Or would it be
23 like Dr. Grist, and you're not included in those
24 conversations?

25 A. Typically, not -- not included, unless there was a

1 reason to be, I guess, yeah.

2 Q. Are you familiar with Louis Machowski (phonetic)?

3 A. No.

4 Q. Myra Machowski (phonetic)?

5 A. No.

6 Q. You don't recall having provided care for either of
7 them?

8 A. No.

9 Q. Geraldine Schnabl (phonetic)?

10 A. That name sounds familiar.

11 Q. These are cases where Jennifer is the guardian and you
12 guys ---

13 A. Okay.

14 Q. --- provide services.

15 A. Okay. Schnabl sounds familiar.

16 Q. Okay. When you're doing business with professional
17 guardians ---

18 A. Uh-huh.

19 Q. Well, let me ask you this. Do you know Dale Lyles?
20 Have you worked with him?

21 A. Yeah.

22 Q. Okay. On professional guardianship cases?

23 A. Yes.

24 Q. Are you currently working with him now?

25 A. I'm trying to think. Do we have an active with him?

1 Yeah, we have active with him now. Yeah.

2 Q. Jennifer Chastain?

3 A. Yes.

4 Q. Do you have active cases with her right now?

5 A. Yes, I think so.

6 Q. Do you know who Cheryl Bome (phonetic) is?

7 A. What's -- tell me the name.

8 Q. Cheryl Bome.

9 A. Bome, no.

10 Q. Joe Plaxco (phonetic)?

11 A. No.

12 Q. Did you ever work with Will Fore?

13 A. Fore?

14 Q. Fore.

15 A. How's it spelled?

16 Q. F-o-r-e.

17 A. F-o-r-e, no.

18 Q. Lisa Browning?

19 A. No.

20 Q. Clayton Jennings?

21 A. No.

22 Q. Renee Tedrick?

23 A. No.

24 Q. Carrie Woodall?

25 A. Yes.

1 Q. Tell me about what kind of cases you have with Carrie.

2 A. I don't know the cases. I just know she's a -- she's a
3 nurse with Jennifer, with Browning Geriatrics.

4 Q. Okay. With these nurses -- because you -- well, let's
5 just speak to your nurses.

6 A. Uh-huh.

7 Q. If there -- is their sole purpose to manage
8 medications?

9 A. Yes. They're here -- they're not managing clients. So
10 they're, per se, managing a medication when the client
11 has a -- wants to go down the path of, like, a med
12 management, that's where the nurse comes in for us.

13 Q. Okay. In the six cases that you have currently pending
14 with Jennifer ---

15 A. Uh-huh.

16 Q. --- at \$200,000 a year, that's a million, two, a year
17 that you're making with her right now, isn't it?

18 A. I don't know. I don't think. If they're all -- I
19 guess, if ---

20 Q. Well ---

21 A. --- they're all 24-hour clients, then maybe.

22 Q. Okay.

23 A. If they're not, then I would say, no.

24 Q. And do you participate in referrals with any
25 professionals?

1 A. No.

2 Q. Okay. Were you made aware that on a couple of
3 occasions, your employees charged things to Dr. Grist's
4 credit card?

5 A. Yeah, I saw that in one of the -- I'm not aware of it,
6 per se, but I saw that on one of the notes in here,
7 yeah.

8 Q. Do you have a policy about that?

9 A. They're not -- yeah, they're not supposed to.

10 MS. THOMASON: I think that's it. Anybody
11 else have questions?

12 MR. PEELE: Does anybody have questions? I
13 don't.

14 MR. BARLOW: I do not.

15 MR. PROVENCE: I do not. This is Hall
16 Provence.

17 MR. SIMPSON: I just have one question.

18 E X A M I N A T I O N

19 BY MR. SIMPSON:

20 Q. Hopefully, this will be an easy answer. Yeah, I just
21 have one question for you. So we looked over Dr. --
22 not doctor. I keep trying to call Jennifer, Dr.
23 Browning.

24 We looked over Jennifer Browning's invoices from
25 this case.

1 A. Uh-huh.

2 Q. And we've looked through it. If those invoices reflect
3 that she spoke to you, specifically, only five times
4 between July of 2020 and September 2022, would you have
5 any reason to dispute that?

6 A. No.

7 MR. SIMPSON: Okay. That's all I have for
8 you.

9 MR. PEELE: I don't have any questions.

10 THE COURT REPORTER: Would you like a copy?

11 MR. PEELE: E-tran, please.

12 MR. SIMPSON: E-tran, please.

13 MR. PROVENCE: Yes, e-tran, please.

14 MR. BARLOW: No, thank you.

15 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION CONCLUDED
16 AT 2:24 P.M.)

17 (Whereupon, emails were marked as Plaintiff's
18 Exhibit No. 3, after the conclusion of the deposition.)
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER

I, Kalen Williams, 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.

Kalen Williams



Kalen Williams, Court Reporter

Notary Public for S.C.

Commission Expires: January 5, 2028

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
 FOR THE THIRTEENTH
 JUDICIAL CIRCUIT
COUNTY OF GREENVILLE 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, :
 vs. :
PRISCILLA MICKIE GRIST, :
CAROLYN 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: JENNIFER BROWNING
DATE: MAY 1, 2024
TIME: 10:04 A.M.
LOCATION: 3 BOYCE AVENUE
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REPORTED BY: DEBRINA L. JONES
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1 JENNIFER BROWNING

2 being first duly sworn, testified as follows:

3 EXAMINATION

4 BY MS. THOMASON:

5 Q. Now, Tracy first let me ask you -- I'm
6 sorry. Jennifer.

7 A. I was just going to say.

8 Q. I was thinking about Tracy Parsons. I
9 apologize.

10 A. That's okay.

11 Q. Jennifer, let me ask you. Is this the
12 first time you've given a deposition?

13 A. It is not.

14 Q. Okay. So you're familiar with the
15 process?

16 A. I wouldn't mind you reviewing it. It's
17 been a while.

18 Q. So as I go through I'll ask questions.
19 If you don't understand the question -- and I will
20 you ask clumsy questions -- you can ask me to
21 repeat it. I will tell you off the bat, I have a
22 terrible habit of assuming the answer and speaking
23 over you and I apologize in advance. I try very
24 hard not to, and your lawyer will call me out on it
25 if I do it.

1 A. I hope so.

2 Q. We can take breaks as you need. I
3 would just ask that you answer the question that's
4 been asked before we take a break. But, you know,
5 we're going to be here a while.

6 A. Sure. Yeah.

7 Q. So you can ask for a break as you need
8 it. From time to time you will hear your attorney
9 object to the form of the question. You can still
10 answer the question. He's just doing that for the
11 record. And so in depositions is one of those
12 places that I can ask broad questions and go into
13 it. The only thing -- I'll try not to ask anything
14 about what you and your lawyer -- well, what you
15 and your attorney have discussed. So privileged
16 will be something he will speak out. Other than
17 that, I ask the question as they're -- you answer
18 the questions as they are asked.

19 A. Okay.

20 Q. And I have to ask for the record. Are
21 you under the influence of anything that would
22 affect your ability to answer truthfully?

23 A. I am not.

24 Q. Okay. So can you tell me a little bit
25 -- and I don't need a lot of detail. I know in

1 depositions some people go into every detail of
2 your education and so forth. Tell me a little bit
3 of your background?

4 A. So I'm a licensed independent social
5 worker in clinical practice. I have a master's
6 degree in social work. Licensed master's level
7 social worker. Licensed and certified geriatric
8 care manager. Been in practice approximately 29
9 years. I'm the owner of Browning Geriatric
10 Consulting. And -- I was trying to think of my CV.
11 I've got so many credentials. Let me make sure I
12 name them. Do you need a copy of the CV?

13 Q. That would be great.

14 A. Okay.

15 Q. I think I may have one but I don't know
16 if it's updated?

17 A. Let's see. Certified as an advanced
18 social work case manager. Clinically certified
19 forensic counselor.

20 Q. Okay.

21 A. And also other entities.

22 Q. Thank you.

23 A. Yeah. Sure. That's the second page.

24 Q. Now, tell me how long have you been in
25 business under Browning Geriatric?

1 A. So I believe it was established -- and
2 I meant to look at my office yesterday, but I
3 believe it was established in 2006. But prior to
4 that I was acting just as a consultant.

5 Q. Okay.

6 A. So the actual -- I believe the LLC was
7 established in 2006 underneath Browning Geriatric
8 Consulting.

9 Q. Okay. Now, is that the only entity you
10 operate under?

11 A. Yes.

12 Q. Do you own an interest any in other
13 entities?

14 A. I do not.

15 Q. All right. Now, do you own Browning
16 Geriatric solely yourself?

17 A. I do. I'm president and sole owner.

18 Q. Okay. How many employees does Browning
19 Geriatric have?

20 A. We have one W-2 -- I'm sorry.
21 Including myself it would be two.

22 Q. Okay. Who's that other W-2 employee?

23 A. It would be Haley Bryan.

24 Q. Okay.

25 A. Who is a nurse case manager and

1 administrative assistant.

2 Q. Okay. Now, do you contract with other
3 employees?

4 A. I do. I have independent contractors.

5 Q. Okay. And what roles do they play?

6 A. So those would be registered nurses. I
7 have couriers. Other case manager that would
8 licensed and certified in geriatric pain care
9 managers. I have one -- two care managers that
10 would be on call after hours.

11 Q. Okay.

12 A. That would Marlene Summer, LMSW, and
13 then Suzanne Hartness who's and LISW-CP. The same
14 credentials I have. Who else? That would be the
15 bulk of the practice.

16 Q. Okay. Now, we're here because you were
17 appointed Guardian Ad Litem in this case.

18 A. Correct.

19 Q. But there are instances where you
20 actually served as guardian appointed by the Court?

21 A. That's correct.

22 Q. Can you approximate how many times
23 you've served as a guardian appointed by the Court?

24 A. I tried to think about this. So it's
25 been 29 years. That's a really difficult question

1 to answer. I really don't know how many times.

2 Q. Okay. I will represent to you -- and
3 you may already know this. I submitted a FOIA
4 request to the probate court and Judge Groover
5 provided 98 cases where you served as guardian.

6 A. Okay. That would probably be guardian
7 and temporary guardian. I would just be on for six
8 months and then would be off. So if that's what
9 Judge Groover stated that would -- you know, I
10 would go by that.

11 Q. And Judge Groover also in providing
12 that FOIA stated that I didn't -- my FOIA did not
13 include a request for times that you served as
14 conservator --

15 A. I've never served as a conservator.

16 MR. SUGGS: Make sure you let her
17 complete the question then you answer.

18 THE WITNESS: I apologize.

19 BY MS. THOMASON:

20 Q. And, yes, I meant to say that too. And
21 you're doing a great job at it. But when you
22 answer a question answer audibly. The court
23 reporter can't pick up head nods.

24 A. I apologize.

25 Q. So you've never served as a conservator

1 I think you were saying?

2 A. That's correct.

3 Q. But you have served as a personal
4 representatives in cases as well?

5 A. Yes.

6 Q. Okay. Do you know how many times that
7 you've done that?

8 A. That would not be through the probate
9 court, those would be private entities. So served
10 as personal -- I'm sorry. Personal representative
11 is what you're talking about?

12 Q. Yes.

13 A. Okay. So that was just on one case
14 that I served as a PR because they had no other
15 family members to serve.

16 Q. Okay. Do you know the name of that
17 case?

18 A. Steven Ward.

19 Q. When was that case?

20 A. That case is still active.

21 Q. Do you have your own counsel in that
22 case?

23 A. I do.

24 Q. Who's your lawyer in that case?

25 A. Mike Bridges.

1 Q. When did that case begin?

2 A. There's actually another representative
3 in that case. If I can go back. There's two
4 representing me on that matter.

5 Q. Okay.

6 A. I believe it's Michael Dodd is one --

7 Q. Okay.

8 A. -- for the seizure of the property.

9 And there was a county code that was submitted to
10 me, so he's representing me in that matter. Mike
11 Bridges is representing me as a personal
12 representative.

13 Q. Okay. And when were you -- now, I do
14 have Steven Ward as a guardianship case.

15 A. Yes. And then he expired.

16 Q. So you were you appointed guardian on
17 his case, and then you were appointed PR on his
18 case. Is that correct?

19 A. That's correct.

20 Q. And so when did Mike Bridges began
21 representing you on that case?

22 A. As soon as I was appointed as PR.

23 Q. And when was that?

24 A. There's been so many extensions filed.
25 Possibly a year-and-a-half ago, but I really don't

1 know the answer to that.

2 Q. But he was representing you at the same
3 time you served on Dr. Grist's case?

4 A. Can you repeat that question?

5 Q. Yes. Was Mike Bridges representing you
6 in the Ward case at the same time that he was
7 representing Dr. Grist in this case?

8 A. I guess he would be.

9 Q. Okay. Now, tell me about, generally,
10 what your role when you're appointed as a guardian?
11 And I'm not talking about the difference between
12 guardian and Guardian Ad Litem. So as a guardian
13 what is your role?

14 A. So the role is to make healthcare
15 decisions. And you're not in charge or responsible
16 for any of financial or fiduciary duties. You
17 normally work with a conservator. Somebody who is
18 fiduciary to make an individual care plan that's in
19 the best interest of the individual. Often times
20 the guardian is a mediator and gives information to
21 other family members. There's also you're a
22 third-party guardian, which is why I'm normally
23 appointed. There's usually a lot of dysfunction
24 among the family members. So you're communicating
25 and mediating that. And you're basically looking

1 our for the best interest of the incapacitated
2 individual as a court appointed guardian.

3 Q. So do you see your role ever as
4 managing property, or arranging improvements to
5 property in your guardianship role?

6 A. That would be something potentially to
7 discuss with a conservator, but it would be up to
8 the conservator to make that decision.

9 Q. What if there's not a conservator?

10 A. Then that it be up to whoever is in
11 charge of the fiduciary, because that would be a
12 monetary upgrade.

13 Q. Okay. Tell me about your -- and I do
14 have your invoices here, but I'm talking generally
15 right now. Tell me about your billing structure?

16 A. So I have a billing structure that is
17 specific for probate court. I have an approved
18 court fee. I have to submit my schedule of fees.
19 And so there's an approved court fee that the court
20 approves that I am able to bill for on an hourly
21 basis.

22 Q. Okay. Is there ever a situation that
23 you can recall where you have handled money?

24 MR. SUGGS: Object to the form of the
25 question. You can answer.

1 THE WITNESS: Can you define, "handle
2 money?"

3 BY MS. THOMASON:

4 Q. Were you over money for anybody that
5 you were a guardian over?

6 MR. SUGGS: Objection. You can answer.

7 THE WITNESS: I would say yes.

8 BY MS. THOMASON:

9 Q. Okay. Tell me about a situation where
10 you would be handling money as a guardian.

11 A. So a court case I'm appointed on
12 currently he does not have any family members.
13 There was no money to appoint a conservator. He
14 does have no representative payee. So in the court
15 order -- I believe it was Judge Groover. It may
16 have been Judge Horlbeck -- gave me some fiduciary
17 responsibility to be representative payee in that
18 matter.

19 Q. Okay. I want to talk about attorneys
20 that you've worked with over the course. And I'm
21 sure there are a lot based on your role. And I'm
22 going to talk well, let me backup a second. The
23 Guardian Ad Litem. How does the Guardian Ad Litem
24 role differ from the guardian role?

25 A. So the Guardian Ad Litem is underneath

1 the statute. It's basically looking out for the
2 best interest of the individual who's relying on
3 the guardian to provide information to the Guardian
4 Ad Litem. Is investigating. Is providing a report
5 to the Court. Providing observations.
6 Disseminating information out the other parties.
7 Gathering information. Again, working with the
8 guardian and the guardian is disseminating
9 information to the Guardian Ad Litem. Providing
10 resources as needed. Really looking out for the
11 best interest of the alleged incapacitated
12 individual and staying objective.

13 Q. So tell me how a Guardian Ad Litem
14 differs from a guardian?

15 A. So the Guardian Ad Litem is not going
16 to be doing supervision or hands on day-to-day
17 activities. They're not going to be supervising
18 caregivers, or scheduling caregivers, or going to
19 medical appointments. That would be the
20 responsibility of the guardian. The Guardian Ad
21 Litem is not making decisions for the alleged
22 incapacitated individual. They are gathering
23 information from the guardian who is making those
24 decisions. The guardian has legal authority to
25 make decisions on behalf of the alleged

1 incapacitated individual or the incapacitated
2 individual.

3 Q. Okay. And it sounds like you're pretty
4 familiar with the Guardian Ad Litem statute. Isn't
5 that duplicative? Because the court has appointed
6 a guardian to report to the Court for the best
7 interest of the incapacitated person?

8 MR. SUGGS: Object to the form.

9 MS. THOMASON: You can answer.

10 THE WITNESS: They are very different
11 roles. I stay in my lane when I'm Guardian Ad
12 Litem. I do not make decisions on behalf of the
13 individual. I am gathering information from the
14 temporary guardian and the guardian and
15 disseminating that information and I'm giving
16 advice in my report, or recommendations to the
17 court. I do not make final decisions. The has
18 more guardian legal authority -- has legal
19 authority to make decisions on behalf of the
20 individual. The Guardian Ad Litem does not.

21 BY MS. THOMASON:

22 Q. But both the Guardian Ad Litem and the
23 guardian are billing the incapacitated person for
24 their services?

25 A. As a Court appointed.

1 Q. And are you aware under the statute
2 that the guardianship -- well, let me back that up,
3 because I was about to ask you a legal opinion.
4 And so your position would be that the guardian
5 needs oversight with the Court? Do you oversee the
6 guardian?

7 A. I'm not overseeing the guardian. I'm
8 getting information from the guardian as needed.
9 The guardian is actually providing information to
10 me as Guardian Ad Litem which I'm disseminating to
11 the rest of the parties and to the Court.

12 Q. Do you ever -- oh, I'm sorry.

13 A. No, you're fine.

14 Q. Do you ever disagree with the guardian
15 -- court appointed guardian?

16 A. I'm sure there have times I've
17 disagreed.

18 Q. So you're the guardian ad litem
19 disagreeing with court appointed guardian?

20 A. Correct. If that's in the best
21 interest of the alleged incapacitated individual.

22 Q. And in that case what happens? Who
23 makes the final decision?

24 A. The Court.

25 Q. Now, I'll just submit to you in this

1 state courts have said that persons expressed
2 desires take precedent. And that varying from that
3 should happen in a very narrow set of cases. That
4 deference should be given to the expressed desires
5 of the individual. Against that backdrop, do you
6 ever come in as Guardian Ad Litem -- have you ever
7 reported to the Court that the party didn't need a
8 guardian?

9 MR. SUGGS: Object to the form.

10 THE WITNESS: I don't remember.

11 BY MS. THOMASON:

12 Q. You don't recall a situation where
13 you've said, "No. This person is not
14 incapacitated?"

15 A. I'm sure that I have. I just wouldn't
16 be able to be case specific. I'm sure over the
17 course of the years that there has been incidents
18 where I've said that they did not need a court
19 appointed guardian if not it was not in their best
20 interest and if there was no medical evidence.

21 Q. Okay.

22 A. Let me go back to a case that actually
23 just went to Court. That person there was no
24 medical evidence to substantiate that he needed a
25 court appointed guardian. There was no temporary

1 guardian appointed in that matter. My
2 recommendation to the Court was there was no
3 medical evidence to support a court appointed
4 guardian, and therefore the Court did not appoint a
5 guardian and that case was dropped. So I'm sure
6 there have been several, but that one was very
7 recent that I recall.

8 Q. And you were appointed as a Guardian Ad
9 Litem in that case?

10 A. That's correct.

11 Q. Okay. Did you have counsel in that
12 case?

13 A. I did not.

14 Q. Okay. So how long have you known your
15 attorney?

16 A. I believe we started together in
17 December 2023.

18 Q. So you didn't meet him back in 2016
19 when you were involved in the case with Machowski?

20 MR. SUGGS: I'm going to object and
21 instruct you not to answer.

22 MS. THOMASON: I'm not asking
23 privileged information.

24 MR. SUGGS: I don't care --

25 MS. THOMASON: I'm asking if she knew

1 you then and I can ask that.

2 MR. SUGGS: No. You can't. As far as
3 I'm --

4 MS. THOMASON: Yes, I can.

5 MR. SUGGS: You sent her an email
6 yesterday suggesting that you intend to sue her
7 related to the Machowski matter. You are not going
8 to get two --

9 MS. THOMASON: You said you have a
10 conflict.

11 MR. SUGGS: I'm going to let you speak,
12 you're going to let me speak. When I'm done
13 speaking you can respond. Is that a fair way to do
14 it?

15 MS. THOMASON: Yes, Trey.

16 MR. SUGGS: Okay. I'm going to object
17 and instruct the witness not to answer. You sent
18 an email yesterday in which you accused her of
19 fraud, and being part of a conspiracy with others
20 regarding the Machowski matter. You're not going
21 to get two bites of the apple to ask her questions
22 about the Machowski matter. You've declared the
23 intent to sue her, and if you do so, you can ask
24 her questions about Machowski at that time. But
25 here today on the Grist matter I'm going to object

1 and instruct her not to answer those questions.
2 That's my position.

3 MS. THOMASON: So you're going to tell
4 me we need to stop this deposition -- are you
5 stopping this deposition? Because -- let me
6 finish.

7 MR. SUGGS: Yeah.

8 MS. THOMASON: I can ask her about her
9 experience in every case she's served as a guardian
10 or Guardian Ad Litem as a part of her background.
11 I absolutely can. I can ask about her about the
12 lawyers she worked with in those cases. It
13 directly abear's in this case, Grist, and others.
14 I am free to ask her that. If we need to go before
15 a judge we will go before a judge. You don't
16 dictate my deposition.

17 MR. SUGGS: Don't answer the question.

18 MS. THOMASON: Does anyone else have a
19 weigh in before I call this deposition and get a
20 judge? I'm not going have this deposition dictated
21 by what I can ask.

22 MR. PROVENCE: I think this is between
23 you as the person taking the taking deposition.

24 MS. THOMASON: So you're going to
25 object to every case I ask her about?

1 MR. SUGGS: No. I'm going to object.
2 You've already indicated that you intend to sue
3 Jennifer Brown.

4 MS. THOMASON: And you indicated you
5 can't represent her.

6 MR. SUGGS: But I'm representing her
7 now in this case.

8 MS. THOMASON: And so, let me ask
9 you -- since all of this is on the record. Let me
10 ask you, what exactly is me asking her about
11 Machowski and how long she's known you have
12 anything -- because I'm going to ask her about
13 every lawyer on this list, have anything to do with
14 the substance of the Machowski case.

15 MR. SUGGS: You're asking her about the
16 Machowski -- I'm not going to allow her to answer
17 any questions about the Machowski case, because you
18 declared the intent to sue her related to the
19 Machowski case. And I don't think it's appropriate
20 if you've declared that intent to ask her in
21 another case about that case. It doesn't mean you
22 can't ask other questions. It doesn't mean you
23 have to suspend the deposition. I'll move for a
24 protective order. If I lose on that issue, then
25 you get to reconvene the deposition and ask her

1 specifically the questions that I objected to.

2 MS. THOMASON: As I go through these
3 other lawyers, if you have the same objection we're
4 going to have to go before the judge.

5 MR. SUGGS: That's fine.

6 MS. THOMASON: And she had already
7 answered that she knew you as of 2021.

8 BY MS. THOMASON:

9 Q. And so Neal Rabon. How long have you
10 known Neal?

11 A. I have known Neal at least 21 years.

12 Q. Okay. How many times has Neal
13 represented you?

14 A. I do not believe that Neal has
15 represented me in cases. I believe I've worked
16 with him on cases. I can't remember.

17 Q. You've worked with him on cases where
18 he represented other parties?

19 A. Correct.

20 Q. Is it a practice to talk to -- let's
21 just use Neal as an example. Is it a practice of
22 yours to talk to the attorney that's going to move
23 for ex parte prior to him filing an ex parte motion
24 for a guardian?

25 A. I would potentially have a conversation

1 with an attorneys prior to filing.

2 Q. Okay. And so the lawyers -- just so I
3 understand how it works. The lawyer that's going
4 to file ex parte would reach out to see if you
5 would serve as guardian?

6 A. Yes.

7 Q. Dan Collins. How long have you known
8 Dan Collins?

9 A. Probably -- I'm going to say 25 years
10 plus.

11 Q. Okay. And has Dan represented you
12 before?

13 A. Not that I recall.

14 Q. Has Dan reached out to you in advance
15 of filing an ex parte order?

16 A. Not that I recall.

17 Q. Has Dan reached out to you asking you
18 to arrange for a finding of incapacity?

19 A. He has reached out to me to do an
20 evaluation.

21 Q. Now, you produced emails in this case,
22 and we're going to go through them. But isn't it
23 true that Dan has reached out and said, "I need a
24 finding of incapacity?"

25 A. That is not the statement that he's

1 made. He's asking for an examination.

2 Q. So if I show you an email where Dan
3 says, "We need a finding of incapacity," I'll give
4 you a chance to that correct that statement.

5 MR. SUGGS: Object to the form.

6 THE WITNESS: Sure.

7 BY MS. THOMASON:

8 Q. Tracy Barns. How long have you known
9 Tracy Barns?

10 A. 25 years.

11 Q. How many times have you worked with
12 Tracy?

13 A. I wouldn't be able to say. Multiple
14 times.

15 Q. Okay. Is it normally one of you are
16 Guardian Ad Litem and one of you guardian?

17 A. That was not always the case.

18 Q. Give me some examples of some other
19 relationship?

20 A. So Dale Lyle's also serves as a
21 professional guardian and I would be the Guardian
22 Ad Litem. Bonnie Silverman used to be a Court
23 appointed guardian and I would be the Guardian Ad
24 Litem. So it would just alternate. It's a very
25 small list. So it is often times that it ends up

1 that we would be together on a case.

2 Q. Okay. What about Pam McCully?

3 MR. SUGGS: Can you say that again?

4 I'm sorry.

5 MS. THOMASON: Pam McCully.

6 MR. SUGGS: I just didn't hear.

7 THE WITNESS: Yeah. So Pam and I
8 worked together -- I mean, she was appointed by the
9 court as a court appointed guardian. What was the
10 question? I'm sorry.

11 BY MS. THOMASON:

12 Q. Have you worked with her in the past?

13 A. Okay. So I was a private consultant
14 for her mother-in-law when they were having
15 situations. I've also helped her in the capacity
16 with her husband, David, who recently passed away.
17 I introduced her to the court. They were looking
18 for some more court appointed guardians, because,
19 again, there were only two or three of us serving
20 and that continues to be the case. She's no longer
21 serving. And then she also was interested in
22 conservatorship. So I introduced her to some
23 professional conservators to meet with them and
24 discuss if she would be appropriate as a
25 conservator. And then she went to court and that

1 was approved through the court.

2 Q. Okay. You mentioned Dale Lyle's. And
3 in fact you wanted you Dale Lyle's in this case
4 didn't you?

5 A. I did not suggest Dale Lyle's to be on
6 this case.

7 Q. Okay. When we go through the emails I
8 have an email with you and Sherry Dykes where you
9 want to add Dale Lyle's to the Zoom hearing in the
10 beginning as a possible guardian.

11 A. Okay. I would have to see that.

12 Q. Okay. Clayton Jennings. How long have
13 you known Clayton?

14 A. 20 years.

15 Q. How many times has he represented you?

16 A. Clayton, possibly two times.

17 Q. Okay.

18 A. That number could be inaccurate. It
19 might just be one.

20 Q. Okay. So isn't it the case that
21 Clayton was the judge in this case approving your
22 fees?

23 A. I believe the judge was Judge Horlbeck.

24 Q. So there are orders signed by Clayton.
25 One was approving your fees and your payment of

1 your fees.

2 A. Okay. I believe they both served on
3 the case, if I recall. He was on the bench, but I
4 believe Judge Horlbeck signed the emergency ex
5 parte order.

6 Q. Correct.

7 A. But I believe he was in the hearing and
8 he did approve my fees. Yes.

9 Q. Did he disclose to the parties at the
10 time he was approving your fees that he represented
11 you in the Minyard case?

12 A. I do not recall.

13 Q. Okay. Did he disclose to anyone as you
14 recall that he represented you as your lawyer in
15 your case while he's sitting on the bench approving
16 your fees?

17 A. I do not recall exactly. I do remember
18 there was some conversation in the courtroom about
19 representation and cases that he'd been involved in
20 and should recuse himself. And I believe the
21 attorneys agreed that he did not need to recuse
22 himself.

23 Q. They did?

24 A. I believe.

25 Q. Would that have been Adam Lee and Mike

1 Bridges in that hearing?

2 A. I don't recall we had multiple hearings
3 on the Grist matter.

4 Q. Do you think that he disclosed that he
5 was representing you as your lawyer?

6 A. Not on that particular matter. It was
7 something that he disclosed in order to recuse
8 himself.

9 Q. Okay. Will Fore. How long have you
10 known Will?

11 A. Will, I would say 15 plus years.

12 Q. Okay. How many times has Will
13 represented you?

14 A. I don't have an exact number, but I
15 would say probably four to five times.

16 Q. Okay. Joe Plexco. How long have you
17 known him?

18 A. 15 years or a little less.

19 Q. Has he ever represented you?

20 A. I don't recall him representing me.

21 Q. Renee Tedrick. How long have you known
22 her?

23 A. 25 plus years.

24 Q. And do you work with her regularly?

25 A. I haven't worked with Renee in probably

1 over two years on a case. I can't remember the
2 last conversation I had with her.

3 Q. Did you work with her on the Minyard
4 case -- I'm sorry. Schnabel.

5 A. I don't recall the Minyard case.

6 Q. It's Jeremy Schnabel.

7 A. Yes. I do remember a Schnabel.

8 Q. And did you work with Renee on that
9 case?

10 A. I did.

11 Q. And were you involved in recommending
12 Dale Lyle's as a guardian in that case?

13 A. I don't recall.

14 Q. Tyler McCloud. How long have you known
15 him?

16 A. 15 plus years.

17 Q. Have you worked with him on multiple
18 cases?

19 A. Yes.

20 Q. Has he ever represented you?

21 A. Not that I can recall.

22 Q. And then Carrie Woodall. She works for
23 you. Correct?

24 A. She does.

25 Q. Is she a contractor?

1 A. She is.

2 Q. And I have seen reports where she's a
3 visitor. And so I'm assuming, but I'm going to ask
4 you. Are there cases where your contractors go in
5 to make recommendations to appoint you?

6 A. No. That that would be a conflict of
7 interest. I would recuse myself.

8 Q. And so has there ever been a situation
9 where Carrie has been one of the visitors and you
10 were appointed?

11 A. Not that I can recall.

12 Q. Lisa Browning. How do you know Lisa?

13 A. I don't know Lisa Browning.

14 Q. SC House Calls. Do you work with SC
15 House Calls very often?

16 A. Not very often.

17 Q. And so when she made a report in the
18 Schnabel case you didn't know her prior?

19 A. I potentially could have. There's a
20 lot of people that work for South Carolina House
21 Calls.

22 Q. Do you work with South Carolina House
23 Calls often?

24 A. I probably haven't worked with them in
25 over two or three years. It would be case

1 specific. I think in that case specifically she
2 needed House Calls, but I haven't worked with them
3 probably two to three years.

4 Q. Okay. And so Dr. Scott Montjoy. Have
5 you worked with him often?

6 A. Yes.

7 Q. Tell me about that relationship.

8 A. So Dr. Montjoy is with Reliance
9 Geriatric. I've worked with Dr. Sherman. I've
10 known both I would say 15 to 20 years. He works
11 with national healthcare. He's a director. So
12 cases that we have there would communicate with him
13 as guardian to him about the healthcare and
14 condition. He also serves as an examiner and will
15 do home visits to does examinations.

16 Q. Do you know Cheryl Boehm? B-O-E-H-M.

17 A. I don't recall that name. I know a
18 Cheryl Borum.

19 Q. Borum. I'm sorry.

20 A. Okay. She has served as a conservator.

21 Q. So you've worked with her?

22 A. Yes. And she's a CPA. Yes. But it's
23 B-O-R-U-M I believe. Cheryl Borum if that's who
24 you're referring to.

25 Q. Yes. All right. Tell me about

1 relationships with building contractors. Do you
2 have relationships with vendors that you go to when
3 you have situations where you think homes need
4 improvement or work needs to be done on the home of
5 the incapacitated person?

6 A. I don't.

7 Q. Dr. Grist case. There was a
8 recommendation requirement that \$120,000 fence be
9 put up because he was an escape risk. And the
10 belief was that came from you. Is it your position
11 that you did not require for that fence to be put
12 up?

13 A. I did not request for the fence to put
14 up. I understand that was Stacey Grist.

15 Q. And so your belief is that Stacey did
16 of her own?

17 A. Correct.

18 Q. If there's evidence otherwise you would
19 be surprised?

20 A. I would be.

21 Q. You weren't involved in that decision
22 at all?

23 A. The decision probably was discussed
24 with me. Not by Stacey Grist. But I do recall
25 receiving information about that, but I was not

1 part of the decision making process at that time.

2 Q. So you don't know if it was Stacey
3 Grist that made that decision but she could have?
4 As far as you know, you don't who told her or what
5 happened?

6 A. I'm sorry. Tracy Parsons actually let
7 me know that Stacey Grist had recommended that they
8 were going to put that in is what I recall.

9 Q. What was your first awareness of Dr.
10 Grist -- when were a first aware of Dr. Grist?

11 A. In looking back at my emails, I was
12 contacted by Dan Collins to do an examination for
13 potential incapacity for legal documents. I did
14 not recall that name when Sherry Dike sent me an
15 email on July 15th asking me to serve in the
16 matter. No examination was completed. But looking
17 back on that email that name was in Dan Collins
18 email.

19 Q. And so Dan Collins reached out to you
20 and in reaching out to you he -- did he ask you to
21 make a finding of incapacity?

22 A. I would have to look at the email he
23 sent to see exactly what he was asking for. I know
24 he was asking for an examination of Dr. Grist in
25 regards to capacity to sign legal documents. And

1 the person that I scheduled was an employee at the
2 time. Alexander Karow. The examination never went
3 through. Dr. Grist actually terminated Dan Collins
4 is my understanding and went to Chase Campbell.

5 Q. And so this is the email you're
6 referring to.

7 A. Thank you.

8 (PLAINTIFFS EXHIBIT 1, BROWNING
9 GERIATRIC CONSULTING PRELIMINARY REPORT, was marked
10 for identification.)

11 (PLAINTIFFS EXHIBIT 2, GUARDIAN AD
12 LITEM REPORT, were marked for identification.)

13 MR. SUGGS: Do you have copies?

14 MS. THOMASON: Yes.

15 MR. HILL: Hey, y'all. Is there a
16 Bates number?

17 MR. SUGGS: Browning emails 1 and 2.

18 MR. HILL: I appreciate it.

19 THE WITNESS: I would like to retract.
20 But it appears that Carrie Woodall was sent this
21 email not Alexander Karow. I was under the
22 impression I had two people can do the examination.
23 This was to Carrie Woodall. So it's asking for her
24 to do a mini mental status examination is what was
25 requested. And that was an email letting her know

1 where it was and it was at 10:30.

2 BY MS. THOMASON:

3 Q. Is it your understanding that -- and
4 you can pass it around. I'll get it to you when we
5 take a break. I think I've actually have the
6 copies over here. Now, was it your understanding
7 that Dan Collins was acting as Dr. Grist's attorney
8 at the time he reached out to you in February of
9 2019 to have an incapacity test done?

10 A. Yes. He said he was representing Dr.
11 Grist.

12 Q. Did he give you any background?

13 A. He did not.

14 Q. So you had no background on him when
15 you were going to send someone out?

16 A. That's correct. He normally does not
17 give me background. He just gives me a name and a
18 time and asks me for an examination. We normally
19 would complete either a MECA examination or the
20 MMSE to determine incapacity.

21 Q. Okay. And so it's a coincidence --
22 fast forward a little over a year -- that Sheri
23 Dykes reached out to on an ex part Guardian Ad
24 Litem?

25 A. I do not recall the name when she sent

1 it to me. I never met Dr. Grist. We did not go to
2 the examination. So the name just doesn't stick
3 out to me when she sent the email on July 15th.

4 Q. And so at the time Neal Rabon was
5 representing Priscilla Mickey Grist. Is that your
6 recollection?

7 A. Neal Rabon and Mr. Collins.

8 Q. With regard to the ex part filing Neal
9 Rabon signed it, I'll just submit. And I'm not
10 trying to trick you. Did Neal talk to you before
11 he filed that?

12 A. He did not.

13 Q. And so when that ex parte order -- and
14 I see where Sheri Dykes emailed you on July 15th.
15 So that initial ex parte order you hadn't talked to
16 Neal or anyone prior to being appointed as Guardian
17 Ad Litem?

18 A. That's correct. She sent me the email
19 -- Ms. Dikes -- on July 15th. She sent me a signed
20 order I believe on July 16th. I'd have to go back
21 and look at my email. But I did not speak to
22 anyone except for Ms. Dykes. And then after I was
23 appointed I spoke -- or had an email communication
24 with Tracie Brodericks as paralegal.

25 Q. When was your first conversation with

1 Mickie Grist?

2 A. I would have to look at my emails for
3 the specific date. It would be close to the actual
4 appointment because it was an ex parte.

5 MS. THOMASON: Guys, these are her
6 invoices produced in discovery.

7 THE WITNESS: So my initial intake --
8 to answer your question -- would have been July
9 17th is my first conversation with Priscilla Grist.

10 BY MS. THOMASON:

11 Q. And tell me about that conversation?

12 A. It was an initial intake. Meaning, I
13 was just gathering information. I didn't have any
14 knowledge of the case. I was asking about if she
15 knew where Dr. Grist's whereabouts were. She did
16 not. She voiced concerns about her father and why
17 she filed action. I would read a petition. It
18 wasn't that lengthy of a conversation, because my
19 goal really was to just to determine where Dr.
20 Grist was located so I could make a visit prior to
21 the hearing. Which was supposed to be in ten days
22 because it was an emergency ex parte. She did
23 discuss some of her family members and some of the
24 dysfunction.

25 Q. Did you take her word for everything?

1 MR. SUGGS: Object to the form. Go
2 ahead.

3 THE WITNESS: I took notes. And, you
4 know, what she told me is what I wrote down as far
5 as investigating.

6 BY MS. THOMASON:

7 Q. And in your initial Guardian Ad Litem
8 report -- and we'll go through that shortly. But
9 in that initial Guardian Ad Litem report I noticed
10 that all of the people you interviewed were the
11 lawyers in the case. And so you made a
12 recommendation based on your discussion with
13 lawyers. Didn't talk to his doctors. You didn't
14 speak to family members except for Mickie. Is that
15 correct?

16 A. That's correct. And the reason for
17 that is because everyone had an attorney
18 representing them and I was told to go through
19 their attorneys.

20 Q. Is it normal for a Guardian Ad Litem to
21 have to go through attorneys to talk to the
22 individuals?

23 A. Sometimes. Sometimes they retained
24 counsel. Now, with Ms. Grist -- Mickie Grist -- I
25 was given permission from Neal Rabon and Dan

1 Collins to speak directly to her versus going
2 through them to expedite conversations.

3 Q. How could attorneys give you firsthand
4 knowledge of Dr. Grist as well what they observed?
5 They wouldn't have observed anything.

6 A. I'm just gather information and I'm
7 following the attorneys advise to go through them.
8 They are giving me information about a client and
9 what their clients objectives are in the matter.
10 As well as representation and what their concerns
11 are about Dr. Grist.

12 Q. Now, were you made aware that Dr. Grist
13 had his own power of attorney and healthcare power
14 of attorney that he drafted?

15 A. I would have to look at my initial
16 repot to see if that was part of the cause. The
17 review that I did may have not been introduced
18 until later. I actually have copies of my reports.

19 Q. Yeah. That would be fine, because I
20 kind of got out of order here.

21 A. Are you referring to the July 29th,
22 2020?

23 Q. Yeah.

24 A. I reviewed a durable power of attorney.
25 I believe that was appointing Charlotte Grist as

1 durable power of attorney and healthcare power of
2 attorney. Is your question about the healthcare
3 power of attorney?

4 Q. No. Not right now. I'm asking are you
5 aware that there was a durable power of attorney
6 and healthcare power of attorney?

7 A. When I had this report I'm not sure
8 that I had -- I don't remember if I was aware of
9 the healthcare power of attorney. I believe just
10 the durable power of attorney is what I reviewed.
11 That was the only thing that was on pause within
12 the court system.

13 Q. Now as the Guardian Ad Litem and
14 watching out for the best interest of the client,
15 did you consider his wishes at all?

16 MR. SUGGS: Object to the form. You
17 can answer.

18 THE WITNESS: I had not met with Dr.
19 Grist. This was just a preliminary report. This
20 is just what I reviewed and what my recommendations
21 are at that time.

22 BY MS. THOMASON:

23 Q. But you made the recommendation for a
24 guardian and a mutual guardian. How did you make a
25 recommendation when you had not talked to anybody

1 but lawyers?

2 A. So my statement here, "Should the court
3 decide to appoint a temporary guardian in this
4 matter, it would be in Dr. Grist's best interest to
5 appoint a neutral guardian should the court decide.

6 Q. And why would it be in the best
7 interest to ignore his request for who would be
8 over his care?

9 A. I had not met with Dr. Grist. This was
10 just a preliminary report.

11 Q. But you made a recommendation for a
12 neutral when you hadn't met with him and you had no
13 inkling of what his wishes were?

14 A. So that was based on my communication
15 with the attorneys and the dysfunction of the
16 family as far as who would be able to be a neutral
17 in the matter, because it was highly contested.

18 Q. So did you make up your mind right off
19 the bat that Mickie was not appropriate to be the
20 guardian?

21 A. I did not.

22 Q. Okay. When did you become aware that
23 Adam and Mike were going to be hired by Dr. Grist?
24 Adam Lee and Mike Bridges.

25 A. I do recall that they contacted me. I

1 have a date listed of contact with Mr. Adam Lee as
2 July 28, 2020. That could potentially be the date
3 but I don't recall the exact date.

4 Q. Okay. And that would have been fairly
5 easy for them because they were representing you in
6 another case. Isn't that true?

7 MR. SUGGS: Object to the form.

8 BY MS. THOMASON:

9 Q. In other words, they could reach out to
10 you and tell you that because they were
11 representing you in the Steven Ward case at the
12 time?

13 A. My communication with them would be two
14 separate communications. Mike Bridges was actually
15 who I spoke to in regard to the Ward matter. Adam
16 Lee is who I spoke to in regards to the Grist
17 matter.

18 Q. So Adam actually sent an email saying
19 that Mike Bridges needed to be addressed in the
20 matter as well because he was counsel of record.
21 Are you aware of that?

22 A. I would have to see the email.

23 Q. Now, you reached out to them to see if
24 they had been retained yet. I'm going to show --
25 and I'm not entering this as an exhibit. But you

1 actually asked the court to add Adam to the Zoom
2 hearing because he and Mike had been retained. And
3 on July 28th had you met with Dr. Grist yet?

4 A. My initial visit to Dr. Grist was
5 August 18th, 2020, so no.

6 Q. Now at the time that Adam and Mike told
7 you that they had been retained you understood that
8 Dr. Grist came to retain them. Didn't you?

9 A. That is what they told me.

10 Q. And is it your position that Mike and
11 Adam wouldn't allow you to speak to Dr. Grist prior
12 to the hearing?

13 A. I do not recollect.

14 Q. Okay. Now, I'm going to show you an
15 email where you are referencing Dale Lyles and you
16 want him added to the hearing as a possible
17 guardian. Why would you want Dale Lyles and why
18 didn't the court appoint him?

19 A. So in looking at this -- is there a
20 second page to this email? Because this is to
21 Sheri from Tyler McCloud not me.

22 Q. There it is. I apologize. Dave Lyles
23 was recommended.

24 A. By Tyler McCloud not myself.

25 Q. All right. But you had worked with

1 Dale at this time?

2 A. Yes.

3 Q. Did you make a recommendation for who
4 the guardian would be?

5 A. Not at that time.

6 Q. How did the court come up with Tracy
7 Parsons?

8 A. She's serves as a professional guardian
9 in multiple cases. And the list is myself, Dale
10 Lyle, or Tracy Parsons to serve as professional
11 guardian.

12 Q. Are aware of other people that have
13 tried to get on that list?

14 A. I am not.

15 Q. Do you know of a reason that the Court
16 did not go with Dale Lyles that day? Did the Court
17 speak to that at the hearing?

18 A. At the hearing, from what I recall,
19 Judge Jennings said that he was going to take it
20 into chambers and make a decision and let the
21 parties know thereafter. He did not make a
22 decision at the time of hearing so I don't know.

23 Q. Was Judge Jennings ruling on other
24 cases at that time that you were involved in?

25 A. I do not recall.

1 Q. Okay. I'm going to go back to your
2 invoices. You initial intake on 07-17. In
3 communication with Priscilla Mickie Grist review of
4 email and regards to communication with Ms. Grist.
5 You're reviewing emails. It's all emails from
6 Mickie. Is that correct?

7 A. I believe so. It just says, "Review of
8 emails." So I'm not absolutely sure. I'm not
9 certain.

10 Q. Now, on 07-20 email communication to
11 and from Ms. Grist. Email communication from
12 Heather Scalzo. Telephone call with DSS case
13 worker Robert Tisdale. Tell me about your call
14 with Robert Tisdale?

15 A. So on July 20th I left him a message.
16 He did not call me back that day. I left a message
17 with the supervisor as well. So if you're
18 referring to July 20th.

19 Q. Did you ever talk to him?

20 A. On July 22nd, 2020, it says,
21 "Communication with DSS worker." Now, I'm not sure
22 if that was his supervisor or if that was Mr.
23 Tisdale.

24 Q. Okay. Now, when you spoke to DSS, had
25 they done an investigation?

1 A. From what I recall they had been out to
2 the residence and had opened an investigation, but
3 they were going to close the investigation. Which
4 is pretty normal practice when the court becomes
5 involved in a case.

6 Q. So that's normal practice for DSS to
7 close it just because the Court appointed a
8 guardian? They are not going to look at what
9 happened before?

10 A. Based on my experience. DSS usually
11 would close a case when a court action or a court
12 appointed guardian or temporary guardian comes into
13 play.

14 Q. So you weren't actually asking DSS to
15 followup on their investigation?

16 A. I was just gathering information as the
17 Guardian Ad Litem.

18 Q. Did they tell you anything about what
19 was reported to them?

20 A. I do not recall my conversation with
21 Department of Social Services.

22 Q. Do you deal with DSS a good bit?

23 A. I deal more with adult protective
24 services. I wouldn't say a good bit. I would say
25 time to time based on the case.

1 Q. Now, when you began this case it
2 appears to me -- from your emails -- that
3 predominately your entire conversations were with
4 Neal Rabon and Hall Provence's office and Mickie
5 Grist?

6 A. Yes. As a court appointed temporary
7 guardian that would be common practice of mine to
8 communicate directly with them.

9 Q. But you were a Guardian Ad Litem in
10 this case. Right?

11 A. Correct. Because I'm communicating
12 with a guardian that would be appropriate.

13 Q. And so you didn't talk to anyone else.
14 Isn't it that when you have a situation where
15 parties equal interest in their dad that you talk
16 to all parties?

17 A. I did speak to parties.

18 Q. Prior to the hearing?

19 A. Prior to the hearing. Correct.

20 Q. Okay.

21 (A recess was taken at 10:55 a.m.)

22 (Testimony resumed at 10:57 a.m.)

23 BY MS. THOMASON:

24 Q. Okay. So in talking to Mickie, why did
25 she tell you she filed? Why she saw the lawyer?

1 A. I would have to refer back to the
2 petition. But based on my recollection she was
3 very concerned about her father. She had not been
4 able to contact him. She was unsure of his
5 whereabouts. She was unsure of how he was being
6 cared for. She was concerned that he was not going
7 to medical appointments. That was the basis of the
8 conversation.

9 Q. And did you do any independent
10 investigations to see if any of that was true?

11 A. During the course of my investigation
12 this case went on for some time.

13 Q. Okay. Were you aware that Dr. Grist
14 had been working in his clinic?

15 A. I was not.

16 Q. Up until the time that Mickie filed,
17 are you aware he had been working in his clinic?

18 A. I do not recall.

19 Q. Were you aware that that was one of the
20 rights that he requested to retain?

21 A. Can you repeat the question, please?

22 Q. Were you made aware that one of the
23 rights Dr. Grist's attorney requested that he
24 retain in January 2021 was the right to continue to
25 work?

1 A. I believe Adam Lee did send me -- I
2 know he sent me a list of things that Dr. Grist --
3 that would in the Guardian Ad Litem report. I
4 believe he did request that.

5 Q. Were you made aware that there had been
6 an LLR filing in 2019 regarding his ability to
7 practice veterinary science?

8 A. I'm am not sure what an LLR is.

9 Q. The licensing board that grants
10 licenses to professionals. Are you aware that an
11 anonymous report was made to them that he was not
12 able to practice veterinary medicine?

13 A. I do not recall.

14 Q. Did anybody make you aware that they
15 concluded their investigation at the end of 2019
16 and found that he capacity veterinary medicine?
17 The end of 2019 were you made aware of that?

18 A. No.

19 Q. Do you understand though -- as you've
20 been made aware of it now -- that the ability to
21 practice veterinary medicine is a high standard of
22 capacity?

23 A. I would say as a standard of capacity.

24 Q. And so in the end of 2019 when state
25 regulators found him to have capacity to practice

1 veterinary medicine; it's your position that when
2 Mickie filed this five months later he had gone
3 from that to being incapacitated?

4 A. So I reviewed all of the medical
5 records and rely on that versus personal information
6 given to me. Dr. Absher I believe had filed the
7 original prior to the -- for the emergency ex parte
8 order. So I had to read that information. And Dr.
9 Absher felt he was incapacitated as a neurologist.

10 Q. Do you guys use regular -- the same
11 doctors over and over to find incapacity?

12 A. Those doctors are appointed by the
13 Court.

14 Q. Is it the same doctors that you see
15 regularly?

16 A. Dr. Absher has been appointed quite
17 regularly as a neurologist. Dr. Mullins has been
18 appointed quite regularly. I would say the Court
19 has a list of physicians that they would utilize
20 and appoint just like Guardian Ad Litem's and
21 guardians.

22 Q. Is it your position they have to
23 appoint someone different than a normal treating
24 physician?

25 A. That's up to the Court.

1 Q. Now, July 17th, 2020. So this is one
2 day after you were appointed as Guardian Ad Litem.
3 There's an email from Tracy Roberts to you. Tracy
4 spoke to Mickie and advised that she needed to file
5 a Silver Alert. What's a Silver Alert?

6 A. A Silver Alert is if an elderly person
7 goes missing just like an Amber Alert. Very
8 similar. That the police will be contacted to try
9 and find and locate that alleged incapacitated
10 person.

11 Q. Now, Mickie advised DSS that Mr. Grist
12 is safe but they are just keeping him from everyone
13 else. So she's saying on July 17th that he's safe.
14 Were you aware of that?

15 A. May I say that email, please?

16 Q. Yes. And I'm going to hand you the
17 entire -- because she also provided the names of
18 people that had information.

19 A. So this email would have been after I
20 made the advise for the Silver Alert?

21 Q. Yes.

22 A. Yes. After.

23 Q. But she's saying that she told DSS they
24 were safe -- that he was safe.

25 A. Okay. Yes. That's what she's saying

1 in the email.

2 Q. Now, I'm going to show you a prior July
3 16th email. Can you tell me who that email is
4 from?

5 A. This email is from Tracy Roberts who is
6 paralegal for Neal Rabon and Hall Provence.

7 Q. Okay. And what's that email say?

8 A. Ms. Roberts says, "Just spoke to our
9 client and her dad has been, 'kidnapped,' by his
10 ex-wife and daughter Stacey. Nobody knows where he
11 is at this point. Attached is our contact sheet
12 with information for everyone. I'm sending out his
13 paperwork today to be served.

14 Q. Now, there's a list of people on that
15 next email. I apologize. On the July 17th email.
16 Did Mickie send you a list of people she thought
17 would have important information regarding her dad?

18 A. I believe this is from Mickie. It's
19 sent from my iPhone. "Thank you for the
20 information" -- oh, this is from Mickie, yes.
21 People who knew the situation very well. She sent
22 me a list of contacts and then she sent me another
23 response. "Dad's office managers."

24 Q. And that was July 17th. Did you
25 contact any of those people prior to the hearing?

1 A. And you're referring to the emergency
2 ex parte hearing? There were several.

3 Q. The July 29th hearing.

4 A. Okay. I have communication with Stacey
5 Grist on July 23rd. And you're specifically
6 referring to this list versus everybody?

7 Q. Yes.

8 A. Okay. I believe I had a conversation
9 that I didn't have listed in my invoice with the
10 sister, Carolyn Lions, on July 21st in looking back
11 at my email communication. So I potentially had
12 communication with her.

13 Q. At the time you had communication with
14 Carolyn, do you understand whether she had had
15 regular interaction with her bother or not?

16 A. I don't recall that conversation
17 specifically.

18 Q. Were you aware that Dean Collins
19 represented Carolyn and Lee Lions at the same time
20 he was representing Dr. Grist?

21 A. I did not. I'm sorry. Can I go back?

22 Q. Yeah.

23 A. Okay. David Vickery was also listed on
24 here. I did have communication with him. He's a
25 friend of Dr. Grist's. He's on this list.

1 Q. What was that call about?

2 A. He was concerned. He had been a
3 long-term friend -- from what I recall -- with Dr.
4 Grist. He had not had recent communication with
5 him. I believe Mickie had brought some concerns to
6 his attention and his was just concerned about his
7 welfare.

8 Q. And his concern was based on Mickie's
9 position, correct?

10 A. And that he could not reach him.

11 Q. Now, you spoke to David Vickery --
12 someone Mickie told you -- and you spoke to Stacey
13 Grist?

14 A. Yes.

15 Q. Out of that list?

16 A. Yes. And Carolyn and Lee.

17 Q. Those were all parties that were
18 petitioning, correct? I mean, Carolyn and Lee
19 petitioned to be conservators?

20 MR. SUGGS: Object to the form.

21 THE WITNESS: I would have to look at
22 the petition. I believe that she was petitioning
23 to be conservator at that time.

24 BY MS. THOMASON:

25 Q. But isn't it true that Carolyn and Lee

1 were represented by Neal Rabon and Hall also?

2 A. I have no idea.

3 Q. So you're not aware that Carolyn and
4 Lee were represented by Neal Rabon and Hall
5 Provence?

6 A. I do not recall that.

7 Q. However, you're emailing back and forth
8 with Neal and Hall regularly?

9 A. Yes. On the Grist matter.

10 Q. Okay. Now, July 20th there's a string
11 of emails and you're asking Heather Skalzo and she
12 was appointed by the court to be his attorney.
13 Correct?

14 A. Correct.

15 Q. Why was she appointed as a court
16 appointed attorney and he had an individual
17 attorney that he retained himself?

18 MR. SUGGS: Object to the form.

19 THE WITNESS: So my understanding is
20 that the Court will appoint an attorney initially,
21 and then they will serve the alleged incapacitated
22 person with information. And within that
23 information it states that they have the ability to
24 obtain counsel as they desire.

25 BY MS. THOMASON:

1 Q. But she stayed on the case for a period
2 ever time didn't she?

3 A. That was up to the Court. She did.

4 Q. And so is it normal that the Court has
5 duplicative counsel for the parties?

6 A. Define, "normal."

7 Q. Do you see it regularly?

8 A. Not regularly.

9 Q. In this July 20th email strand you're
10 asking Heather is she planning to visit Dr. Grist
11 before the hearing on Thursday. And this is July
12 20th. She's his counsel, and she's not planning to
13 meet with him before so goes to a hearing? Are you
14 concerned about that, or did she say she was
15 planning to?

16 A. She said she was planning to try to at
17 least talk to him. "If you get in touch with him
18 let me know what you find out. I will do
19 likewise."

20 Q. So what's striking to me -- is it
21 striking to you that you're seeking to take away a
22 man's rights -- all of his rights -- without ever
23 speaking to him?

24 MR. SUGGS: Object to the form of the
25 question.

1 THE WITNESS: I wasn't recommending to
2 take all of his rights. I was saying if the court
3 found that to be appropriate, a mutual party would
4 be appropriate as well as a guardian. A temporary
5 guardian.

6 BY MS. THOMASON:

7 Q. Again, what was your role as Guardian
8 Ad Litem if you're not making recommendations?

9 A. I am making recommendations. But this
10 was a preliminary recommendation based on having 13
11 days to prepare prior to the hearing.

12 Q. And in those 13 days the predominate
13 people you spoke to were the lawyers of the parties
14 opposed it?

15 A. That's correct. They gave me
16 information about what there clients position was.

17 Q. But no one talked about what Dr.
18 Grist's wishes were to you?

19 A. I believe Mickie Grist did say he
20 wanted to stay in his home.

21 Q. That he didn't want a guardian? Did
22 anybody say that? That he did the power of
23 attorney to avoid guardianship? Did anybody say
24 that?

25 A. No.

1 Q. Did anyone tell you that Mickie Grist,
2 who applied to be his guardian ex parte two weeks
3 prior -- three weeks prior, had retired as
4 healthcare power of attorney?

5 A. I believe I received that information
6 after the emergency hearing.

7 Q. Did it strike you odd that the reasons
8 for not wanting that is she didn't want the
9 responsibility of being a healthcare power of
10 attorney but three weeks later she wants to be his
11 guardian?

12 A. That would have been part of my
13 investigation.

14 Q. But you don't mention that?

15 MR. SUGGS: Object to the form.

16 BY MS. THOMASON:

17 Q. Wouldn't that call into question her
18 true motives?

19 A. It would.

20 Q. But it didn't in this case?

21 MR. SUGGS: Object to the form.

22 BY MS. THOMASON:

23 Q. You made no mention of it in any
24 reports. You relied on what she told you?

25 MR. SUGGS: Object to the form.

1 THE WITNESS: I do not recall when I
2 received that documentation about her resignation.

3 BY MS. THOMASON:

4 Q. Well, I'm going to submit to you
5 whenever you received it. Is there something that
6 I'm missing that you ever addressed the fact that
7 Mickie might be after something other than his well
8 being?

9 MR. SUGGS: Object to the form.

10 MR. PROVENCE: Object to form.

11 THE WITNESS: In my recommendation to
12 the Court on my initial addendum to the Guardian Ad
13 Litem report I had recommended a neutral party
14 which is not Mickie Grist.

15 BY MS. THOMASON:

16 Q. Did you ever in your mind think he
17 didn't need a guardian at all? He has a power of
18 attorney. He has a healthcare power of attorney.
19 Did it ever cross your mind he doesn't need a
20 guardianship?

21 A. I had durable power of attorney listed.
22 It's what I reviewed. I did not -- from what I
23 recall, I did not have his healthcare power of
24 attorney.

25 Q. Well, isn't that because in the

1 original ex parte motion that he represented to the
2 Court he didn't have one?

3 A. I don't recall.

4 Q. Did you see it though? Because you
5 referenced it as what you reviewed. So if he has a
6 healthcare power of attorney and durable power of
7 attorney, and you're saying to me that no one told
8 you he had a healthcare power of attorney prior to
9 that initial report?

10 MR. SUGGS: Object to the form of the
11 question.

12 THE WITNESS: Can you state which
13 report you're talking about?

14 BY MS. THOMASON:

15 Q. The one that you did in anticipation of
16 your July 29th hearing?

17 A. The preliminary hearing? Can you
18 repeat the question, please?

19 Q. Yes. Prior to submitting that
20 preliminary report is it your testimony that no one
21 made you aware that he had a healthcare power of
22 attorney?

23 A. I don't recall.

24 Q. You don't recall. Isn't that a key
25 component that you have when you're making

1 recommendations to the Court whether they have
2 their own designated agent?

3 A. It's part of my discovery in regards to
4 investigating. I'm really relying on what is on
5 the pause as far as the information that the Court
6 provides for me to review.

7 Q. And so as Guardian Ad Litem you rely on
8 what litigators are putting on pause as opposed to
9 the actual information you have on the client
10 themselves?

11 A. That's not correct.

12 Q. But you didn't look for healthcare
13 power of attorney. In reviewing the durable power
14 of attorney you saw the expansive power given there
15 and it was his choice. Did you discount that
16 totally?

17 A. I did not.

18 Q. Where is there reference to your
19 concerns there?

20 A. You're talking about in the initial
21 assessment?

22 Q. Yes.

23 A. Did I hand that back to you?

24 Q. I don't think so.

25 A. Is it the July 29th report that you're

1 referring to?

2 Q. Yes.

3 A. I just want to make sure you have the
4 correct report. And can you repeat the question?

5 Q. Yes. Did you at any time look at his
6 actual documents and address in the report why the
7 Court shouldn't give deference to his power of
8 attorney and his choice for agents?

9 A. I wasn't on the pause and I reviewed
10 the information that was provided to me prior to
11 this hearing. This again is a preliminary report.
12 It is not my final report. It is just my
13 observation up until that time and recommendations
14 up until that time. Meaning, I have more time
15 moving forward to submit a final report.

16 Q. But the appointment of a temporary
17 guardian has no less -- that appointment of a
18 temporary guardian has no less power than a
19 permanent one. They take over control of his life
20 immediately, correct?

21 A. A temporary guardian, yes. As soon as
22 the order is signed they have the ability to make
23 healthcare decisions. Make a decision about where
24 the person is located and resides. You can make
25 medical appointments.

1 Q. Well, they have the ability to shut him
2 down in house don't they?

3 A. They have the ability to provide
4 24/hours supervision with caregivers.

5 Q. So his freedom is taken away without
6 any ability for him to speak for himself. Is that
7 correct?

8 A. On a preliminary basis.

9 Q. This preliminary basis went on for two
10 years. Isn't that correct?

11 A. That was up to the Court.

12 Q. It was up to the Court based on
13 recommendations. Isn't that right?

14 A. I can make recommendations. However,
15 the final decision is the Courts.

16 Q. Did you give any thought to what it was
17 doing to Dr. Grist to have his freedom taken away?

18 A. Yes. You have to take careful
19 consideration in reviewing the information. And
20 again, based on Dr. Absher's medical report he was
21 incapacitated and based on the petition there were
22 concerns and I reviewed the information provided to
23 me prior to the emergency hearing.

24 Q. Did you only review the information
25 given to you by Mickie Grist and off pause?

1 A. That's all that was provided to me at
2 that time.

3 Q. You didn't ask anybody for anything
4 else did you?

5 A. Not at that time.

6 Q. And you think that's an objective
7 approach?

8 A. That's a normal procedure in an
9 emergency ex parte.

10 Q. In every situation you talk to one
11 party to the litigation and one parties lawyers?

12 MR. SUGGS: Object to the form of the
13 question.

14 THE WITNESS: I would normally speak to
15 whoever's appointed as the temporary guardian.
16 Often times it's not a family member; often times
17 it is a family member. And then in this case
18 specifically all parties were being represented by
19 attorneys. So, yes I spoke to them about the
20 position of their client.

21 BY MS. THOMASON:

22 Q. What was Adam Lee's position for Dr.
23 Grist? Didn't he object to it initially and then
24 consented to you?

25 MR. SUGGS: Object to the form.

1 THE WITNESS: When was he obtained?

2 BY MS. THOMASON:

3 Q. July 28th.

4 A. I believe he did object. He objected
5 to the Court.

6 Q. Did you talk to Adam about this off the
7 record?

8 MR. SUGGS: Object to the form of the
9 question. What is this?

10 BY MS. THOMASON:

11 Q. Did you talk to him about this
12 appointment of a guardian in the Dr. Grist matter?

13 A. Prior to the hearing?

14 Q. Yes.

15 A. I don't believe so.

16 Q. Did you talk to him after the hearing
17 off the record?

18 MR. SUGGS: Object to the form of the
19 question.

20 THE WITNESS: I spoke to Adam Lee.

21 BY MS. THOMASON:

22 Q. Do you think Dr. Grist knew that Adam
23 represented you in other matters when Dr. Grist was
24 asking to -- with everything he had objected to in
25 discovery, do you think Adam told him he

1 represented you?

2 MR. SUGGS: Object to the form.

3 THE WITNESS: I don't know.

4 BY MS. THOMASON:

5 Q. Y'all never discussed whether to tell
6 Dr. Grist that Adam and Mike were representing you
7 in another matter?

8 A. Not that I recall.

9 Q. At the same time you're being appointed
10 here against his wishes?

11 MR. SUGGS: Object to the form of the
12 question.

13 THE WITNESS: Not that I recall.

14 BY MS. THOMASON:

15 Q. At the time that Adam and Mike are
16 consenting to the extension of this appointment, do
17 you think Dr. Grist was made aware of that?

18 MR. SUGGS: Object to the form of the
19 question.

20 THE WITNESS: I don't know.

21 BY MS. THOMASON:

22 Q. Did you do any independent -- and I
23 think I already know the answer. But did you do
24 any independent checking with his staff on his
25 ability to function?

1 A. So I believe I had a conversation --
2 from what I recall -- from his office manager. I
3 may have just left a message and they didn't call
4 me back. I don't recall. There was a Jan Viter
5 and a Brandy Chandler that's listed.

6 Q. I have nothing regarding a call that's
7 referenced in any of your reports.

8 A. So I may have left him a message and
9 they didn't call my back. But the short answer
10 would be no.

11 Q. When Dr. Grist is still able to
12 participate in what he wants in January 2021,
13 because he had no drugs yet. In 2021 Dr. Grist is
14 still saying I want to be able to work. You gave
15 no deference to that?

16 A. I relied very heavily on the medical
17 examination of Dr. Grist.

18 Q. One medical examination. Did you rely
19 at all on the six month investigation by the
20 licensing board saying he had capacity to practice?

21 A. Again, this is just a preliminary.

22 Q. But it got to a permanent. It got to a
23 report. Don't you think it's odd that you guys are
24 finding something completely different from a six
25 month investigation where they say he has capacity

1 to practice?

2 MR. SUGGS: Object to the form of the
3 question.

4 THE WITNESS: I was not aware of that
5 investigation.

6 BY MS. THOMASON:

7 Q. Does it change your opinion now on what
8 you did to him?

9 A. I would have to review that
10 information.

11 Q. So July 16th you were appointed. July
12 17th you had a discussion with Mickie. July 22nd
13 you send an email about having her contact Blake
14 Memory Care unit at Hollingsworth to have him
15 comitted. No report. No talking to anyone.
16 You're making a recommendation for him to be
17 comitted to a memory care unit?

18 MR. SUGGS: Object to the form of the
19 question.

20 THE WITNESS: That was not my
21 recommendation.

22 BY MS. THOMASON:

23 Q. I'm going to let you look at the email.

24 A. I provided information to Mickie Grist.
25 She asked me --

1 Q. I think it's --

2 MR. SUGGS: Don't interrupt my client,
3 please.

4 MS. THOMASON: Don't talk to me that
5 way. Go ahead.

6 MR. SUGGS: Be professional.

7 MS. THOMASON: I was. You're not.

8 MR. SUGGS: Allow the witness to answer
9 the questions without cutting her off.

10 MS. THOMASON: I have. And I
11 apologize.

12 MR. SUGGS: I appreciate that Mr. Peele
13 will let you do it for hours on end, I will not.

14 MS. THOMASON: You don't need to tell
15 me that way. You can say please let her finish. I
16 have admitted and I have apologized. So don't give
17 a direction on professionalism when you acted that
18 way. Continue.

19 MR. SUGGS: Let me stop for a second.
20 If you're going to ask the witness about emails and
21 documents, I think it's appropriate for you to
22 identify them and provide copies to the other
23 parties so that we can follow along. Are you able
24 to do that here today?

25 MS. THOMASON: Do you want me to make

1 copies of that? Because I wasn't admitting it into
2 the record.

3 MR. SUGGS: But I think you agree that
4 it's fair to provide copies of documents you're
5 questioning the witness on to the other counsel so
6 that we can see what she's looking at.

7 MS. THOMASON: Yes. When we take a
8 break I'll make copies.

9 MR. SUGGS: Okay. May I take a look at
10 this?

11 MS. THOMASON: I do have copies of the
12 things that I'm going to admit into the record.

13 MR. SUGGS: Is it just these first two
14 pages that you're asking about?

15 MS. THOMASON: Yes. Just the email
16 strain.

17 MR. SUGGS: Go. What's the date. July
18 22nd?

19 BY MS. THOMASON:

20 Q. And I think I did identify it on the
21 record, the date of email. When you are sending
22 this and you're having this conversation with
23 Mickie tell me about the Blake?

24 A. So she had contacted and me said I --
25 she as temporary guardian was making that decision.

1 Let me be really clear about that. Not me as
2 Guardian Ad Litem. She was asking for my personal
3 opinion on the Blake since I do a lot of placement
4 in the community. And so I was giving her my
5 professional opinion on the Blake.

6 Q. Didn't you recommend it? Because you
7 said I don't normally recommend new facilities
8 because we're trying to work through the problems
9 on the front end. But in this case -- I think it's
10 on the second paage. Maybe the next page. I
11 apologize.

12 A. Mickie Grist said, "Thank you for
13 sharing your point of view about The Blake. I
14 appreciate your input. I will stick with Christy
15 at Comfort Keepers." I stated, "It's brand new, so
16 there will be growing pains initially. I know the
17 marketing people there and believe it will be a
18 good place as they get their feet wet in the
19 community." Meaning, it will be a good place in
20 general not specifically for him.

21 Q. So your testimony -- and you're aware
22 Mickie gave a deposition in this case?

23 A. I'm not aware, but I'm sure she will or
24 has had one.

25 Q. And so you did not recommended that he

1 go to memory care?

2 A. I did not make a recommendation for him
3 to leave his home. No.

4 Q. And so when you're having that email
5 correspondence with her as his Guardian Ad Litem,
6 do you think it was appropriate to be discussing a
7 memory care unit with no investigation?

8 A. I think it's appropriate to provide
9 information based on my professional background
10 with the Blake on what that memory care unit was.
11 Again that would up to the responsibility of the
12 temporary guardian not the Guardian Ad Litem.

13 Q. And you're saying that there will be
14 growing pains. What do you mean by that?

15 A. Most of the times caregivers will leave
16 that facility and come to that new facility. They
17 often will pay a little bit more. So they are just
18 getting their feet wet. Just like any new
19 business. I don't normally don't recommend new
20 communities because they have a new executive
21 director. They have new staffing. They are trying
22 to build their census. And so I usually recommend
23 a more seasoned memory care unit if one was needed.

24 Q. Why do you think she was asking about a
25 memory care unit?

1 MR. SUGGS: Object to the form of the
2 question.

3 THE WITNESS: I believe she was looking
4 for different options for Dr. Grist at that time.
5 Whether to leave him at home or to potentially move
6 him to a memory care unit. I believe she was
7 looking at those two different possibilities.

8 BY MS. THOMASON:

9 Q. Now, the day after that July 23rd email
10 from Mickie Grist to you she lays out what her
11 qualifications are. And why would Mickie be
12 telling you what her qualifications are for
13 guardian?

14 A. May I see? Thank you.

15 MR. SUGGS: Object to the form of the
16 question.

17 THE WITNESS: She was providing me with
18 her background. Which I read through and said
19 thank you for the information. A lot of times
20 people will send me a lot of information on
21 Guardian Ad Litem. Whether it's relevant or not.

22 BY MS. THOMASON:

23 Q. And so you and Mickie talked a lot
24 during that time about strategy. And so at one
25 point you're talking about getting the police to

1 help serve papers. Do you recall that?

2 MR. SUGGS: Object to the form.

3 MR. PROVENCE: Object to the form.

4 THE WITNESS: I did have communications
5 with the deputies initially for a wellness visit.
6 I did not recall having a conversation with the
7 police about serving him.

8 BY MS. THOMASON:

9 Q. Do you recall the police getting very
10 angry because they didn't believe it was for a
11 wellness visit?

12 A. I do remember the deputy being upset on
13 the phone.

14 Q. Because he didn't believe that he was
15 being called out for a wellness visit did he?

16 MR. SUGGS: Object to the form.

17 THE WITNESS: I don't recall exactly
18 what the conversation was.

19 BY MS. THOMASON:

20 Q. What was he angry about?

21 A. He was angry about having to do a
22 wellness check.

23 Q. He didn't go do a wellness check did
24 he?

25 MR. PROVENCE: Object to the form.

1 THE WITNESS: I don't believe he ever
2 actually went onsite.

3 BY MS. THOMASON:

4 Q. In fact he told Mickie not to call back
5 didn't he?

6 MR. PROVENCE: Object to the form.

7 MR. SUGGS: Object to the form.

8 THE WITNESS: I don't recall.

9 BY MS. THOMASON:

10 Q. You were having communications about
11 it. And so I'm asking you. Were you made aware
12 that the deputies thought that you were acting --
13 that you and Mickie were acting in a way that had
14 nothing to do with his best interest?

15 MR. PROVENCE: Object to the form.

16 MR. SUGGS: Object to the form of the
17 question.

18 THE WITNESS: I do not recall.

19 BY MS. THOMASON:

20 Q. Do you recall them saying it would not
21 be used in your litigation?

22 A. I do not recall that.

23 Q. Okay.

24 THE WITNESS: I do need a break. I
25 need to check my email.

1 MS. THOMASON: Okay.

2 THE WITNESS: Can I take a quick break?

3 MS. THOMASON: Sure.

4 (A recess was taken at 11:30 a.m.)

5 (Testimony resumed at 11:51 p.m.)

6 BY MS. THOMASON:

7 Q. All right. We're back on the record.

8 We took a ten minute break at your request, Ms.

9 Browning. And I'm going to ask you on the record

10 did you receive an email or any communication with
11 your attorney on the break or prior to it?

12 A. I did not.

13 Q. You didn't not talk to anyone about
14 your testimony?

15 A. No, ma'am.

16 Q. Okay. All right.

17 A. I was -- am I able to go back --

18 Q. Yes.

19 A. To the conversations you were asking on
20 the previous questions. Just looking back at my
21 report I see I stated earlier that Deputy Williams
22 did not make a wellness visit but per my report he
23 did.

24 Q. Okay.

25 A. So I'll just read here what it says.

1 "A wellness check was completed on 07-24-20 at
2 approximately 8:40 p.m. by Greenville County
3 Sheriff's Department. He was living with his
4 ex-wife Ms. Marilyn Grist at her residence. Per my
5 conversation with Deputy Williams, Dr. Grist was
6 alert and appeared to be safe. I had not meet with
7 Dr. Grist and will need the opportunity to meet
8 with him prior to making the recommendation to
9 court."

10 Q. And that was in your July report?

11 A. July 29th, 2020. I just did not
12 recollect that he had actually made that wellness
13 check and communicated that with me.

14 Q. And so the conversation after that with
15 deputy is when he was angry? Is that your
16 testimony?

17 A. I believe so. I believe that's when he
18 went to the residence of Dr. Grist not this
19 wellness check. It was another wellness check that
20 was called by Mickie Grist for him to go to his
21 residence at -- wherever his residence was located
22 not Marylin's home.

23 Q. Okay. So we have your testimony early
24 as to why he was angry. So we can move on. Now,
25 you stated earlier that you were not aware that

1 Mickie gave a deposition in this matter?

2 A. I do not recall that she did.

3 Q. Well, she did give a deposition on
4 November 4th of 2021. So just so you can keep
5 timing down.

6 A. Okay.

7 Q. Now, did you speak to -- because I know
8 on that list that we referenced earlier -- the list
9 of individuals that Mickie gave you as people in --
10 in those July 17th emails that gave you regarding
11 people that would have information on her dad. We
12 talked about the people that you had talked to.
13 Did you talk to Chase Campbell? You talked to all
14 the lawyers. Did you talk to Chase Campbell about
15 the independent mental health examination he had
16 Dr. Grist submit to you?

17 A. I do not recall speaking directly to
18 Mr. Campbell. Chase Campbell.

19 Q. Were you made aware that Dr. Grist had
20 had a full mental evaluation done prior to changing
21 his trust or his power of attorney?

22 A. I do recall a conversation, but I
23 believe it was with Theresa Horton and not Chase
24 Campbell.

25 Q. Did Theresa Horton represent Mickie in

1 resigning the healthcare power of attorney?

2 A. I'd have to review that document. I
3 know there's a resignation of the power of attorney
4 for Mickie. I know that her name was on that. I
5 know that she sent a copy to Mickie that I recall.

6 Q. So when you said you don't recall
7 reviewing the healthcare power of attorney.
8 There's a Monday July 27th email and all it is from
9 Tyler saying please see attached. Attached is a
10 copy of the power of attorney and the healthcare
11 power of attorney.

12 A. Okay.

13 Q. Does that refresh your recollection
14 that you will have seen that?

15 A. Power of attorney or healthcare power
16 attorney? This is a durable.

17 Q. It's in there as well?

18 A. Okay. Healthcare power of attorney.
19 Yes. I see Charlotte Grist referenced here as the
20 healthcare agent. I apologize. I was thinking
21 about the durable power of attorney and not
22 healthcare power of attorney being included with
23 this.

24 Q. Now, you recall having seen a
25 healthcare power of attorney before issuing your

1 interim temporary report?

2 A. Yes.

3 Q. Your July 29th report?

4 A. Yes.

5 Q. Now, you referenced Theresa Horton a
6 moment ago, and I think you said you didn't recall
7 who she represented. This is a June 4th, 2020
8 letter. Does that help you remember that Theresa
9 representing Mickie?

10 A. For the healthcare power of attorney.
11 Yes, I have a copy of this.

12 Q. But again that has a to do with Mickie.
13 Correct?

14 A. Correct. Yes.

15 Q. Again that's not Dr. Grist's attorney
16 that you spoke to. Chase Campbell was his
17 attorney, and he was on the list, and he drafted
18 the documents, and he had the mental evaluation
19 done. Did you speak to him?

20 A. I do not recall speaking to Chase
21 Campbell.

22 Q. So on July 20th, 2020 you emailed Adam
23 Browning, "Have you been retained by Stanford
24 Grist. There's an emergency hearing tomorrow at
25 2:00, so I just wanted to make sure you were

1 included if you did get retained." Adam responds,
2 "Jennifer, I hope you're well. Mike and I have not
3 been retained as of yet. However, it's my
4 understanding we will be retained tomorrow
5 morning." Then there is an email prior to the
6 hearing on Tuesday July 28th and you say, "Adam,
7 the case is challenging, but if we can get an
8 agreement for a temporary third-party guardian I
9 can fill you in tomorrow."

10 So on July 28th you were asking for a
11 third-party guardian? You wanted everybody to
12 consent to agree?

13 A. If that's what the court-approved.

14 Q. I'm not asking you what the court
15 approved. I'm asking what you were saying. You
16 were saying, "if we can get an agreement by a third
17 party you can fill everybody in." What were you
18 going to fill everybody in on?

19 A. Based on this communication with Adam
20 of my findings. Preliminary findings.

21 Q. But you did preliminary findings of Dr.
22 Grist without filling him in first. You needed an
23 agreement to a temporary guardian prior to going
24 into the hearing. So the only party that
25 represented Dr. Grist you hadn't even spoken to him

1 about the details before you went. Is that
2 correct?

3 MR. SUGGS: Object to the form.

4 THE WITNESS: That's correct. And I
5 stated in my preliminary assessment that I would
6 need to speak to Dr. Grist before making a final
7 recommendation. "I have the not met with Dr. Grist
8 and would need to before making a recommendation to
9 the court. I communicated with Mr. Lee on 07-29-20
10 and he informed me he would facilitate a visit with
11 his client this week."

12 BY MS. THOMASON:

13 Q. Ms. Browning, do you understand the
14 gravity of even appointing a temporary guardian
15 over of a grown adult who's been independently
16 working as a doctor for his entire career and
17 currently speaking on his own behalf? Do you
18 understand the gravity of recommending a
19 third-party guardian?

20 A. Yes.

21 Q. And so you think the recommending of a
22 third-party guardian is appropriate for a man who
23 was driving himself? Who was working? Who was
24 hiring his own counsel? What was participating in
25 division about his case? You think it was

1 appropriate to take away all of his freedom even
2 temporarily?

3 MR. SUGGS: Object to the form.

4 THE WITNESS: Based on the examination
5 of Dr. Absher about his clients deficits.

6 BY MS. THOMASON:

7 Q. One report. Not his historical.
8 Because he had had medical treatment regularly for
9 years, and years, and years. Even a contradictory
10 evaluation that was done you didn't consider it.
11 Everything that was in that report is what you
12 needed it to say. You needed him to be found
13 incapacitated.

14 MR. SUGGS: Object to the form.

15 THE WITNESS: I really don't want
16 somebody to be found incapacitated. As far as
17 Guardian Ad Litem, if there's something less
18 restrictive I would normally request the court for
19 that.

20 BY MS. THOMASON:

21 Q. There was a durable power of attorney
22 and healthcare power of attorney. Correct?

23 A. The information at the court was that
24 all the parties were contested and had
25 representation. There was a lot of disagreements,

1 so a neutral party would be more appropriate.

2 Q. Is that a reason --

3 A. I'm sorry. I can't finish?

4 Q. I'm sorry. Go ahead.

5 A. I lost my train of thought.

6 Q. You said in this case it would be
7 appropriate because the parties were contentious.

8 A. And what I stated should the court
9 decide in this matter the best interest for Dr.
10 Grist is for a neutral guardian. There is
11 significant conflict amongst family members, and it
12 would be in the best interest of objective
13 transparency for Dr. Grist.

14 Q. Again, I'm going to ask you. There
15 were less restrictive means? Did you consider what
16 less restrictive meant?

17 A. Yes. Because this matter was contested
18 I did not feel it was appropriate to appoint
19 Charlotte Grist as power of attorney for Stacey
20 Grist nor Mickie Grist.

21 Q. Is it your professional opinion that
22 it's appropriate to take away an adults rights
23 because his family can't get along?

24 A. That would be up to the medical
25 information I reviewed.

1 Q. The medical information on one report
2 you reviewed. No personal knowledge. It's your
3 opinion that you don't go with his express wishes
4 because his family can't get along. So in this
5 case you recommended taking away his keys and not
6 allowing him to leave his house?

7 A. I would have to see that in writing.

8 Q. I will submit to you, not everything
9 was in writing. You had communications with
10 people.

11 A. I do not recall saying that.

12 Q. Did you recall taking his keys?

13 A. I do recall going to a visit and this
14 will be documented in email. I went to his
15 residence and I received information from Tracy
16 Parsons that he had driven down the road and was at
17 his ex-wife's home. And per Ms. Parsons concern
18 for his safety she had a caregiver to drive him
19 back to his home. So I did have his keys and did
20 have possession of them and I informed Tracy
21 Parsons of that.

22 Q. Did you ever let him drive again?

23 A. That was not my decision as Guardian Ad
24 Litem.

25 Q. I'm sorry?

1 A. That was not my decision at Guardian Ad
2 Litem.

3 Q. But you were involved in all of these
4 decisions. As a matter of fact, Tracy would submit
5 in her report that she would wait to submit and get
6 your approval first?

7 MR. SUGGS: Object to the form of the
8 question. You can answer.

9 THE WITNESS: I do not recall reviewing
10 Ms. Parsons report prior to her submitting it.

11 BY MS. THOMASON:

12 Q. Do you recall her sending an email
13 saying, "Read this first and give me your thoughts
14 if you think it's good to submit to the court?"

15 A. I would like to see the email.

16 Q. Okay.

17 (PLAINTIFFS EXHIBIT 3, EMAILS FROM
18 JENNIFER BROWNING, were marked for identification.)

19 BY MS. THOMASON:

20 Q. Do you have any idea what the threshold
21 is to appoint a guardian?

22 A. Can you repeat that question?

23 Q. Do you have any idea what the threshold
24 finding is to appoint a guardian?

25 A. There needs be an examiners report.

1 The court appointed examiner has in the report he's
2 incapacitated and doesn't have the ability to make
3 decisions on their behalf.

4 Q. What happens if that didn't happen
5 prior taking control of an individual?

6 A. I don't believe the court can appoint a
7 temporary guardian -- or guardian -- if there's not
8 an examiners report on file. That's my
9 understanding.

10 Q. Do you believe you have the ability?

11 A. I'm not able to be court appointed
12 Guardian Ad Litem that would be up to the court
13 appointed guardian.

14 Q. Okay. Now, the July 29th hearing for
15 the extension and appointment I'm talking about
16 that you issued your report in advance of that
17 hearing was held in front of Clayton Jennings.
18 Correct?

19 A. I do not recall. Horlbeck or Jennings.

20 Q. I'll submit to you, the order was in
21 front of Judge Jennings.

22 A. May I see a copy of that, please?

23 Q. And I have a signed copy, but this is
24 the draft that the judge sent out.

25 A. I'm sorry. Do you have a copy of the

1 actual order where he signed it? This is not
2 dated.

3 Q. I have it some place. It says on there
4 "July 29th a hearing was held." Are you disputing
5 that there was a hearing on July 29th?

6 A. Absolutely not. What I'm saying is I
7 don't have a signed copy.

8 Q. Answer my question right now.

9 A. Okay.

10 Q. What I'm asking is was the hearing held
11 in front of Judge Jennings?

12 A. Yes. According to this document.

13 Q. And again, that hearing was held in
14 front of Judge Jennings while he represented you.
15 Is that right?

16 A. I do not recall at that time if he
17 represented me.

18 Q. How many times has he represented you?

19 A. Possibly two times.

20 Q. Okay. So one was in the Schnabel case.
21 What's the other one?

22 A. I don't remember. It may have just
23 been the Schnabel case. I believe it was just
24 Geraldine Schnabel?

25 Q. How do you go about retaining him in

1 that case?

2 A. I asked because there was litigation by
3 your law firm and I was a named party. I contacted
4 Clayton prior to probate Court he had his own
5 attorney business and I worked with Clayton before.

6 Q. So you retained him before he was on
7 the bench?

8 A. This was before he was on the bench.
9 This was in Laurens County, so it wasn't a conflict
10 for him to be my lawyer.

11 Q. You don't think it's a conflict of
12 interest for him to represent you while he's
13 approving your fees and reports?

14 MR. SUGGS: Object to the form.

15 THE WITNESS: That was up to Clayton
16 Jennings to take my retainer and, you know,
17 represent me.

18 BY MS. THOMASON:

19 Q. Well, as Dr. Grist's Guardian Ad Litem
20 did you think you had an obligation to tell Dr.
21 Grist the judge ruling against his wishes over and
22 over is representing you in another case?

23 MR. SUGGS: Object to the form.

24 THE WITNESS: I did not speak to him.
25 I believe Adam Lee was aware that Clayton Jennings

1 was representing me.

2 BY MS. THOMASON:

3 Q. He was?

4 A. I believe so.

5 Q. So you guys had a discussion that
6 Clayton was representing you in the Grist case?

7 A. I'm going to retract that.

8 Q. He was Dr. Grist's lawyer. Did he know
9 that Clayton was representing you in another case
10 at the time?

11 MR. SUGGS: Object to the form.

12 THE WITNESS: I do not believe he did.

13 BY MS. THOMASON:

14 Q. Now, throughout the course of this you
15 believed there needed to be a guardian and that
16 became clear in other reports. I'm not just
17 relying on some point that Dr. Grist couldn't do
18 anything for himself. But how exactly was
19 everybody getting paid?

20 MR. SUGGS: Object to the form.

21 THE WITNESS: I want to back up. Going
22 back to in regards to my assessment. Looking at my
23 invoice. Being temporary guardian. Do you have a
24 copy of the emergency order?

25 BY MS. THOMASON:

1 Q. She was appointed an ex parte on July
2 15th. And then you talked to her on the 17th and
3 18th.

4 A. I was trying to recall. The court
5 emergency ex parte was prior to my conversation
6 with her.

7 Q. This hearing was on the ex parte order
8 needed to be extended.

9 A. And what is your question? I'm sorry.

10 Q. I believe I had asked that. I was
11 moving on to something else. How was everyone
12 getting paid? How were you getting medical and
13 Tracy Parsons paid?

14 A. Let me respond how I was getting paid.
15 I keep an ongoing invoice for Guardian Ad Litem
16 cases. They can go on three, four years if they
17 are contested. I do not get a dime until the court
18 orders all of the attorneys agree on the fees, and
19 then the court decides on the fee. In this case it
20 was over three-and-a-half years I wasn't paid any
21 money on the case. I can't give information on
22 Heather Scalzo or how she was paid. Tracy Parsons
23 would be the norm. But the Guardian Ad Litem is not
24 paid until the final hearing and the fees are set
25 in the order.

1 Q. Was Stacey Grist ordered to pay your
2 bill by Clayton Jennings?

3 A. My final invoice? I believe so.

4 Q. And that was in her capacity as power
5 of attorney. Correct?

6 A. Whatever the attorneys agreed upon.

7 Q. You know how she was paying the bills?
8 Was it because of power of attorney?

9 A. She signed a contract with Comfort
10 Keepers for fiduciary.

11 Q. That's interesting to sign the contract
12 with Comfort Keepers. Not one power of attorney
13 outside of paying the bills and contract?

14 MR. SUGGS: Object to the form.

15 THE WITNESS: I did not have her sign
16 the Comfort Keeper contract.

17 BY MS. THOMASON:

18 Q. Did you contact a Krishell about this
19 about Comfort Keepers providing service?

20 MR. SUGGS: Object to the form.

21 THE WITNESS: I did. I contacted him
22 prior and Mickie.

23 BY MS. THOMASON:

24 Q. And you recommended Comfort Keepers be
25 the caregiver. Right?

1 A. Yes. And my reasoning for that is I
2 believe the agency they had previously was not able
3 to provide 24/7 care, and Comfort Keepers has over
4 500 employees I believe. Where he is located, from
5 a regional perspective, it was difficult to find
6 caregivers that could drive sort out to the middle
7 of nowhere. So Comfort Keepers was able to pull
8 from more regions. They have more caregivers. And
9 I worked with them form a long time.

10 Q. Did you review Chris Krishell's
11 deposition prior to today?

12 A. I did.

13 Q. I thought so. So Stacey Grist was
14 ordered by Clayton Jennings to pay your invoice?

15 A. That's correct.

16 Q. Okay. Now, did you discuss with him
17 Tracy Parsons payment?

18 A. I believe that she -- we did have a
19 conversation about that she was not getting paid in
20 the very beginning, and I was in support of her
21 being paid as guardian for their service not the
22 Guardian Ad Litem. We did have a conversation
23 about getting paid.

24 Q. Were you involved in the mediation in
25 this case?

1 A. What mediation?

2 Q. You weren't involved in mediation in
3 this matter?

4 MR. SUGGS: Object to the form.

5 THE WITNESS: I don't believe so. I
6 don't have information on the mediation.

7 BY MS. THOMASON:

8 Q. Now, the temporary guardianship was for
9 180 days. Is that correct?

10 A. That's the norm.

11 Q. That's the norm for a temporary?

12 A. 180 days and extended after.

13 Q. What makes you think 180 days program
14 is temporary for you?

15 A. That's the norm is 180 days.

16 Q. You don't know if the court has to make
17 a finding after that?

18 A. I don't.

19 Q. And then Monday January 25th, 2021 at
20 11:7 a.m. Adam Lee sends an email to Hall and Matt
21 Myers and Tyler McCloud and Mike Bridges and
22 Crystal Haze and this is for confidential
23 settlement purposes Rule 408. "All. Per my
24 conversation with Hall, please find a list of right
25 and powers Dr. Grist would like to retain in the

1 event he's willing to consent to Tracy as a
2 permanent guardian. It's our understanding this
3 should not be an issue. The right to make end of
4 life decisions.

5 Now, did you object in the court for
6 that right?

7 MR. HILL: Hey, y'all, what's the
8 Bates?

9 MR. SUGGS: Emails 276, 277.

10 MR. HILL: Thank you.

11 BY MS. THOMASON:

12 Q. I'll submit to you all of his rights
13 were revoked.

14 A. I don't think so.

15 Q. I think the right to vote. He has the
16 right to vote but can't do anything else for
17 himself.

18 A. Give me a minute please.

19 MR. SUGGS: Which report are you
20 looking at?

21 THE WITNESS: This is the final report
22 what he can or cannot do as far as his rights.

23 BY MS THOMASON:

24 Q. And that's a Guardian Ad Litem's role
25 to make a recommendation on his rights?

1 A. Yes. And normally I would like to
2 examine her report of what the medical doctor feels
3 is appropriate. In this ability to vote. Also the
4 ability to be employed without the consent of the
5 guardian. We did have conversations about that
6 wanted best interest to maintain his healthcare
7 conservator while being employed.

8 Q. How did you -- I told you I do that in
9 every deposition.

10 A. It throws me off. Go ahead.

11 Q. You had a discussion and kept his
12 medical insurance?

13 A. That was one of the main reasons to
14 keep his medical insurance. And also I believe he
15 was receiving funds from the veterinary practice
16 continuously. So that could have affected his
17 estate and monetary that he was receiving. And
18 also primarily could affect his healthcare
19 coverage. And then also participate in social,
20 religious, or political activities. As far as the
21 other activities, I would have looked to the
22 examiner who also -- the medical doctor who also
23 completes this information. I would go with what
24 the medical doctor states.

25 Q. The medical doctor saw him one time?

1 A. I'm sorry. Which medical doctor are
2 you speaking of?

3 Q. Well, which one are you?

4 A. I'm not sure. I'd have to look. So
5 Dr. Mullins, Dr. Absher, and Dr. Davis. I believe
6 Dr. Absher did the initial. That was his primary.
7 I believe he did the initial for the temporary
8 guardianship. I don't have the list of the actual
9 examiners report. Do you have a copy of that?

10 Q. Maybe somewhere in there. The right to
11 authorize -- I'm back to the list of things that
12 Adam, obviously, conversations you had with him.
13 Because it says, "It's our understanding that
14 should not be an issue." Well, let me ask you as
15 guardian. He was incapacitated but retained the
16 right to work as a vet?

17 A. I'm not saying right to work. My point
18 was that he needed the medical insurance, that was
19 our conversation. And also that he -- there would
20 be some monetary benefit for him to keep that work
21 status.

22 Q. So he's asking for the ability to work.
23 You meant to the court, we just need his insurance,
24 we don't think he needs to work?

25 MR. SUGGS: Object to the form of the

1 question.

2 THE WITNESS: So, yeah. Well, for his
3 best interest I wanted to make sure he kept his
4 healthcare, and I wanted to make sure the dividends
5 -- whatever he was receiving from the practice --
6 he did not lose those. That would not be in his
7 best interest.

8 BY MS. THOMASON:

9 Q. Do you think he understood that? You
10 said, "He can retain the right to work without a
11 guardian." That's what that says.

12 MR. SUGGS: Object to the form.

13 THE WITNESS: In my opinion, Dr. Grist
14 would be able to understand that.

15 BY MS. THOMASON:

16 Q. You mentioned to the court he should
17 retain the right without permission from the
18 guardian. But you're saying he couldn't have
19 understood this. But he's participating in what he
20 wants to keep.

21 MR. SUGGS: Object to the form?

22 MR. PROVENCE: Object to the form.

23 THE WITNESS: May I see a copy of the
24 email?

25 MR. SUGGS: May I show her?

1 MS. THOMASON: Sure.

2 THE WITNESS: Is this from Adam the
3 things he's wanting?

4 BY MS. THOMASON:

5 Q. Yes. This is from Adam saying, this is
6 what he understands shouldn't be a problem if he's
7 going to consent. Dr. Grist would like if he's
8 going to consent. Dr. Grist is participating,
9 according to this email. And so the right to
10 authorize and disclose confidential information.
11 The right to choose where to live. The right to
12 participate in social and religious activities.
13 The right to vote. The right to consent to or
14 refuse educational services. The right to travel
15 shall not be unreasonably withheld. The right to
16 garden and walk around his property with limited
17 supervision. The right to be employed without
18 guardian consent. Please note, he's currently
19 employed and receives income and would suffer a
20 drastic drop in income. The right to make gifts.

21 Okay. Dr. Grist is saying I need to be
22 able to work. Now, he's making this -- as we've
23 heard your testimony before -- under the
24 representation of counsel that also represents you
25 about the need to work. Dr. Grist was not allowed

1 to leave his house. Did you tell him he would be
2 able to work?

3 MR. SUGGS: Object to the form of the
4 question.

5 BY MS. THOMASON:

6 Q. Did you tell Dr. Grist he would be able
7 to work?

8 A. I did not tell Dr. Grist he could work.

9 Q. SO all of this communication about his
10 best interest it really had nothing to do with his
11 best interest. It had to do with what you were
12 making your decisions based on lawyers?

13 MR. SUGGS: Object to the form of the
14 question.

15 THE WITNESS: I was making my decision
16 based on the examiners report. Which I would like
17 the examiner that was filed. The final one.

18 BY MS. THOMASON:

19 Q. I haven't gotten to that yet.

20 A. Well, that pertains to this.

21 Q. I'm asking you from memory right now if
22 you understood from this email that Dr. Grist -- I
23 mean, he's participating and you're telling me he
24 couldn't understand what was going on. He thinks
25 he's going to be able to continue to work and

1 you're telling me really it was to keep insurance
2 and money.

3 MR. SUGGS: Object to the form.

4 MR. PROVENCE: Object to the form.

5 BY MS. THOMASON:

6 Q. Is that accurate?

7 A. That's not.

8 Q. So Adam knew that you really weren't
9 going to let him work?

10 MR. SUGGS: Object to the form.

11 THE WITNESS: Adam's suggestion was
12 that we keep it in place so that we could keep his
13 insurance and his monetary income coming in.

14 BY MS. THOMASON:

15 Q. So not that he could work?

16 A. That's correct.

17 Q. Now, this was produced by you in your
18 emails. It looks like the initial -- this is dated
19 -- I just saw it. August 18TH, 2020. Date and
20 place of interview. This is the first time Dr.
21 Grist and you state -- do you have that?

22 A. I don't.

23 Q. "Dr. Grist is neat and clean. Dressed
24 appropriately. Closest family members Carolyn
25 first, Stacey, Mickie, Charlotte." You also state

1 that, "Any known diagnosis." August. Dementia of
2 the alzheimer's type." Where did you get dementia
3 of the alzheimer's type?

4 A. I would have to pull it out from my
5 medical record.

6 Q. What if I told it was not in any
7 medical record? Are you sure you pulled it from a
8 medical record?

9 A. I don't document anything on reports
10 unless it's listed on a medical report that had to
11 be listed somewhere.

12 Q. In the Schnabel case wasn't it reported
13 dementia of the alzheimer type one visit also or do
14 you not recall?

15 A. My understanding is that her daughter
16 gave me information that and he did have dementia
17 of the alzheimer type.

18 Q. So your testimony is that reviewed his
19 medicals between July 29th and August 20th -- or
20 August 18th? Sorry.

21 A. I would have reviewed his medical
22 records. Let me look back at this.

23 Q. Because I'm going to need you to submit
24 your discovery responses and tell me what you
25 reviewed.

1 A. And what's the date of the report
2 you're referring to? You're talking about the
3 8-18-2020 visit?

4 Q. Yes.

5 A. Is there additional information that
6 goes with this report?

7 Q. And again, this is your production, so
8 it's not completed.

9 A. I was going to say, I believe this was
10 a draft. This is not filed with the court though,
11 correct? It's not completed.

12 Q. This was produced by you in your
13 discovery.

14 A. Sure.

15 Q. I'm asking you where did you get
16 dementia of the alzheimer type?

17 A. I know that have been a mistake. This
18 is just a draft. So my final report would be my
19 final standing which states, "Neurological disease.
20 Severe cognitive impairment. Brain tumor. And
21 history of thyroid disease." And that would been
22 obtained from the medical records.

23 Q. So can you supplement and tell me what
24 you reviewed and where you got that from. Thank
25 you.

1 MR. SUGGS: What discovery request was
2 that?

3 MS. THOMASON: We asked for everything
4 she reviewed in anticipation of her report, and if
5 we didn't I'll supplement a request.

6 MR. SUGGS: Yeah. I mean, after the
7 deposition if you'll direct to me to the specific
8 the discovery request you need me to give we'll be
9 happy to.

10 MS. THOMASON: Sure.

11 THE WITNESS: Dr. Mullins psychiatric
12 competency mini mental status examination dated
13 09-23-20. He also had a note attached to that.

14 BY MS. THOMASON:

15 Q. Do you know the process of diagnosing
16 dementia of the alzheimer's type?

17 A. Every neurologist does.

18 Q. Is that normal?

19 A. Can I answer the question that you
20 asked me previously? There was other documents
21 that I reviewed in regards to medical examination.
22 Dr. James W. Davis, MD medical note. That didn't
23 have any testing attached to it. And previously I
24 had reviewed Dr. Absher, but I don't see that
25 listed on this report specifically who was his

1 neurologist. But it would have been on his
2 previous report.

3 Q. Did you review the prior -- I think you
4 said you didn't review prior to the mental
5 evaluation done by his lawyer, and you didn't
6 review Dr. Absher's. Did you review his report?

7 A. Dr. Absher was the one that reviewed
8 the emergency ex parte. I believe the preliminary
9 diagnosis you have a copy of that. I'm getting
10 disorganized.

11 Q. This one?

12 A. Yes. Thank you. So physicians
13 affidavit for emergency or temporary proceedings
14 for Dr. Absher dated 06-19-2020, so that was on
15 pause, so I did review those as well. So that was
16 three different MD examinations reviewed.

17 Q. Did any of them mention alzheimer's?

18 A. I don't believe so. This -- again, I'm
19 going to state for the record this was a draft it,
20 so that might have been a mistake. It was not
21 submitted to court. It's something I had started
22 on. So my final was what was listed, "Neurological
23 disease, severe cognitive impairment, brain tumor,
24 and thyroid disease.

25 Q. The brain tumor you're aware was benign

1 and didn't affect him?

2 MR. PROVENCE: Object to the form.

3 THE WITNESS: That's in his diagnosis.
4 That's what was listed. That's not up to me to
5 make that impression.

6 BY MS. THOMASON:

7 Q. All right. On that same draft you say
8 he was not oriented to place or person. Do you
9 stand by that that? Because he's participating
10 with his lawyer.

11 MR. SUGGS: Object to the form.

12 THE WITNESS: That would be my
13 impression when I went out to do my evaluation. I
14 normally ask questions. Where are you now? And he
15 couldn't tell me. What is your name? So I do an
16 orientation assessment. I have background to do
17 that. And so there were four different types of
18 orientations. So I normally would ask questions.
19 And based on the times that I came to visit him, he
20 did not recognize his children's pictures. He
21 couldn't tell me what he ate for breakfast. There
22 was a lack of orientation. He couldn't tell me
23 what he did as far as a job.

24 BY MS. THOMASON:

25 Q. Now, was that in August two weeks after

1 the hearing where he's participating? August 18th
2 he didn't know where he was, and he couldn't tell
3 you about his children?

4 A. On both occasions he was extremely
5 disoriented when I went to go see him.

6 Q. So if he was not disoriented -- to his
7 lawyer or anyone else -- this would be just a
8 coincidence that he's not -- so that would be your
9 testimony that he is not -- this is your one visit
10 with him, because I think you visited him twice.
11 Didn't you?

12 MR. SUGGS: Object to the form.

13 THE WITNESS: I visited at least twice.
14 I may have visited him on an additional visit.

15 BY MS. THOMASON:

16 Q. How long did you visit with him?

17 A. I didn't stay with Dr. Grist very long.
18 He become agitated very quickly. And Heather
19 Skalzo and I stayed approximately for a 45 minute
20 visit with him. I would say the second visit
21 probably was about 45 minutes.

22 Q. Didn't he become agitated because he
23 didn't want any of this and he was unaware of what
24 was going on?

25 MR. SUGGS: Object to the form of the

1 question.

2 THE WITNESS: My understanding is he
3 couldn't tell me what was going on. He couldn't
4 tell me about the court proceedings. He had very
5 limited information on what he could communicate
6 with me. And per the caregivers that I
7 interviewed, anyone that was new to him he became
8 agitated because it was unfamiliar to him. So for
9 his best interest I tried to keep my visits as
10 short as possible.

11 BY MS. THOMASON:

12 Q. Ms. Browning, I need to get this
13 timeline down. July 29th you had a hearing and you
14 had not met with him prior to that?

15 A. That's correct.

16 Q. Okay. And then he went himself and
17 retained counsel. Is it your position that he
18 didn't have capacity to retain counsel himself?

19 A. I can't answer that question.

20 Q. Well, you have said that he could not
21 tell you who his children were.

22 A. Right.

23 Q. So how would he be able to go and
24 retain counsel, and agree to what he wanted with
25 counsel, and sign an engagement agreement if

1 you're telling me at the same time he couldn't
2 identify his children?

3 A. I have concerns about that. But I have
4 to leave that up to the professionals, Adam Lee and
5 Mike Bridges, to determine if had -- if they felt
6 like he had enough capacity to be retained.

7 Q. So January 27th, 2021. And we just
8 reviewed the email from January 25th where Adam
9 says, "There's no problem in keeping all of these."
10 It's his understand that there would be no problem.
11 What happened between then and January 29th to
12 cause that list to be whittled down?

13 A. Per my review of the examiners report
14 provided by the medical doctor as far as his
15 medical recommendation of Grist that should be
16 retained.

17 Q. Now, January 27th you're writing to
18 Sherri. Just you and Sherri. "I'm working on" --
19 and I will submit Sherri Dykes worked in probate at
20 the time.

21 A. Correct.

22 Q. Do she reach out to you a lot? Is she
23 the normal to contact when they're reaching out to
24 you to see if you'll take a case?

25 A. She was the primary one that would

1 reach out to me and ask if I would -- if I had the
2 availability to take the case, and it was either
3 yes or no.

4 Q. Were you and Sherri friends?

5 A. No.

6 Q. "File on pause reviewed and there's not
7 a lot of on there, so I thought I would ask" -- or,
8 "there is a lot on there, so I thought I would
9 ask."

10 A. Yes. I did ask her. Because of having
11 to list everything out here if it was part of the
12 court record would that be appropriate? And she
13 wanted me to go ahead and list everything, which I
14 did.

15 Q. Did Adam dispute your assessment that
16 Dr. Grist didn't know who his children were and
17 wasn't oriented to place or person?

18 A. He did not. And again, that was when I
19 went to go see him so that would be my
20 communication with Dr. Grist.

21 Q. Well, you were having discussions with
22 Adam and Mike about this. Weren't you?

23 A. I had a discussion with all of the
24 attorneys. Yes.

25 Q. And so this is your report January of

1 29th, 2021?

2 A. Final report?

3 Q. Yes.

4 A. Okay.

5 Q. And this is Browning --

6 MR. SUGGS: Can we pause and make sure
7 she's looking at the actual report versus the draft?

8 MS. THOMASON: Sure.

9 MR. SUGGS: Just confirm that you're
10 looking at the submitted report.

11 THE WITNESS: Yes. I'm not -- the
12 draft is a draft. I'm not recognizing that as a
13 report.

14 MR. SUGGS: Okay.

15 THE WITNESS: There could be errors.
16 There obviously were. That's part of being the
17 draft.

18 BY MS. THOMASON:

19 Q. Are you ready?

20 A. Yes, ma'am.

21 Q. Okay. Name of the person interviewed.
22 And so you interviewed Tyler McCloud?

23 A. Yes.

24 Q. What did Tyler tell you?

25 A. Tyler was representing Charlotte. I

1 can't remember her last name. I don't think she
2 goes by Grist.

3 Q. Smith.

4 A. Smith, In Seattle. He was giving his
5 clients position they were in agreement for a
6 third-party guardian to be appointed. To continue
7 that with a mutual guardian.

8 Q. But he gave you nothing in that his
9 client felt about Dr. Grist?

10 A. I think Mickie gave me more information
11 about Charlotte than Tyler did.

12 Q. Did you rely on Mickie's information
13 about Charlotte?

14 A. No.

15 Q. Tracy Parsons and Hall Provence. What
16 did Hall say?

17 A. To have a third-party guardian.

18 Q. Matt Myers that was Stacey's attorney?

19 A. Stacey's attorney. Same conversation.

20 Q. And then Adam Lee?

21 A. Yes.

22 Q. All of this was about agreeing to a
23 third party guardian. None of this was about your
24 findings as to Dr. Grist, correct?

25 A. There was a lot of conversation. It

1 wasn't just about the finding about incapacity and
2 the third-party guardian. There were also
3 conversations about their client and what their
4 client wanted and their clients position.

5 Q. In this considering this, all I'm
6 seeing is what other people wanted. I don't see
7 anything about what Dr. Grist wanted?

8 MR. SUGGS: Object to the form.

9 THE WITNESS: As far as the Guardian Ad
10 Litem I'm gaining information. I did have
11 communications with Dr. Grist. I did not feel like
12 his responses were ones that I could understand.
13 Which is why in my report when it asks the
14 question, "Can the alleged incapacitated individual
15 make their wishes known?" I said, "No." So those
16 questions were not asked to him.

17 BY MS. THOMASON:

18 Q. But didn't he make his wishes known in
19 his power of attorney and his healthcare power of
20 attorney?

21 MR. SUGGS: Object to the form.

22 MR. PROVENCE: Object to the form.

23 BY MS. THOMASON:

24 Q. He took care of that didn't he? Prior
25 to. Which is what you do before you need it,

1 right? You take care of it. And he made his
2 wishes known and you discounted those wishes,
3 correct?

4 MR. SUGGS: Object to the form.

5 THE WITNESS: Not all parties were in
6 agreement with that.

7 BY MS. THOMASON:

8 Q. But that's not the standard is it?

9 A. I did not feel like it was in Dr.
10 Grist's best interest to serve as his professional
11 power of attorney and/or durable power of attorney.
12 It needed to be a mutual party because there was
13 concern of lack of visitation. Not allowing all
14 family members to visit him. There needed to be
15 more transparency. And a neutral guardian allows
16 for conversations with all of the family members,
17 so family members are not restricted. So Stacey
18 Grist Mickie is getting information. Charlotte is
19 getting information. It's almost like a mediator
20 to make sure that his best interest are kept at
21 heart. Because he wanted -- I believe I wanted him
22 to have visitation with his family if he wanted.

23 Q. But he had stated he didn't want
24 visitation with Mickie after what she had done.

25 A. That wasn't up to him.

1 Q. Let me ask you this, because you're
2 jumping into things that you say you have to make
3 decisions and make recommendations in. And then
4 when it's a tough decision you say that was a
5 temporary guardian. So I want to understand what
6 your view was versus Tracy's. You think your
7 equipped as a Guardian Ad Litem to decide what's
8 best for him better than he was when he made his
9 decision?

10 MR. SUGGS: Object to the form.

11 MR. PROVENCE: Object to the form.

12 THE WITNESS: I feel like based on my
13 interviews, review of all of the information, I can
14 make a recommendation to the court. At end of the
15 day it's up to the court.

16 BY MS. THOMASON:

17 Q. Does it not terrify you -- and this is
18 just me asking a personal opinion here. Does it
19 not terrify you that you could make your own plans
20 of how you wanted things handled and someone could
21 just decide she didn't want was best for yourself
22 and rip up what you did?

23 A. It would be based on the situation.

24 Q. Does it bother you that it doesn't
25 matter how you lay out your end of life plans that

1 someone can just rip it up? That doesn't bother
2 you?

3 MR. SUGGS: Object to the form.

4 THE WITNESS: It would bother me. You
5 know, all of these cases bother me. I stay up at
6 night thinking about them. They are all
7 complicated and difficult to make decisions about.
8 You have to try to be objective.

9 BY MS. THOMASON:

10 Q. I'm going to show you Dr. Grist then
11 and now. And I would like to enter this into the
12 record. Does that look like they took care of him?

13 MR. SUGGS: Object to the form.

14 MR. PROVENCE: Object to the form.

15 THE WITNESS: Answer the question?

16 MR. SUGGS: If you understood it.

17 BY MS. THOMASON:

18 Q. Dr. Grist is standing of his own accord
19 at a graduation. This is him now. So I want to
20 ask you. When you decided what was best for him,
21 it was best for him to be locked in his house? Is
22 that what was best for him?

23 A. I didn't make a decision about him
24 being locked in his house.

25 Q. You made a recommendation to take his

1 keys?

2 A. Do you have it in writing?

3 Q. Do I have it in writing, no. I will
4 submit to you that you reviewed depositions. So
5 I'm certain if you reviewed depositions you can
6 take from it what you want. But my point is you,
7 you were very much involved. You made submissions
8 to the court right up until the very last ruling in
9 August of 2022. You where are involved in he needs
10 a guardian. He needs a guardian. It didn't
11 matter -- well, let me ask you this. Are aware
12 that every time Comfort Keepers couldn't show up
13 they called Stacey?

14 MR. SUGGS: Object to the form of the
15 question.

16 BY MS. THOMASON:

17 Q. I mean, I have their reports here, and
18 I'm sure you reviewed that information.

19 A. I'm not sure who she called.

20 Q. Have you reviewed Comfort Keepers
21 notes?

22 A. I have not.

23 Q. You have not reviewed their discovery
24 responses?

25 A. I have not.

1 Q. You reviewed Chris Rochelle's
2 deposition?

3 A. I did review that.

4 Q. And so then you're aware that he was
5 who the contract was with and Stacey would have
6 been the decisionmaker?

7 MR. SUGGS: Object to the form.

8 THE WITNESS: He did state that Stacey
9 is who they contacted, yes, in his deposition. I
10 don't know about the decisionmaking part.

11 BY THOMASON:

12 Q. So don't think this is an odd situation
13 where you have a guardian but the but the power of
14 attorney is making the decision?

15 MR. PEELE: Objection to the form.

16 MR. SUGGS: Object to the form. Go
17 ahead.

18 THE WITNESS: I was unaware that Stacey
19 was making decisions. It was my understanding that
20 she was fiduciary and she was paying the bills, but
21 that Tracy's Parsons was temporary guardian and she
22 was making the decisions. Which it was what the
23 court ordered.

24 BY MS. THOMASON:

25 Q. Are you aware that in this case over

1 and over again they objected -- the other parties
2 in this case, objected to recognizing the power of
3 attorney? Are you aware there was a declaratory
4 action in this case?

5 MR. PROVENCE: Object to the form.

6 MR. SUGGS: I'm not trying to
7 interfere. When you say, "In this case," you're
8 not talking about --

9 MS. THOMASON: The Grist case.

10 MR. SUGGS: But not this litigation
11 THERE we're here giving a deposition in, correct?
12 You're talking about the GC matter?

13 MS. THOMASON: Yes. I apologize. I'm
14 kind of putting it all together.

15 THE WITNESS: I'm not clear about --

16 MR. SUGGS: She hasn't reviewed any GC
17 stuff.

18 BY MS. THOMASON:

19 Q. That is the case you were in, correct?
20 The GC case is the case you served in?

21 A. When you say, "GC," is that the
22 guardian conservatorship?

23 Q. Yes.

24 A. Are you talking about the deposition or
25 in general?

1 Q. No. I'm asking you if that's the case
2 you were involved in?

3 A. Correct.

4 Q. And so in that GC case, are you aware
5 that Carolyn moved for conservatorship? Well, you
6 emailed about it so...

7 A. Yes. She was part of the petition that
8 Hall Provence submitted, I believe, that she be a
9 conservator. Yes.

10 Q. And so is it your understanding -- or
11 do you have an understanding that the power of
12 attorney was legitimate?

13 A. I do believe there were conversations,
14 yes. The power of attorney definitely was
15 contested about whether or not it was legitimate
16 and if had capacity at that time to produce the
17 power of attorney. That's was a conversation
18 between the attorneys.

19 Q. But there was no concern when she
20 needed to sign the agreement with Comfort Keepers;
21 is that right?

22 MR. PROVENCE: Object to the form.

23 MR. SUGGS: Object to the form.

24 THE WITNESS: I'm not questioning their
25 ability.

1 BY MS. THOMASON:

2 Q. Are you questioning her ability to
3 write you a check?

4 A. Not when it was court ordered.

5 Q. Carolyn York. What did Carolyn tell
6 you?

7 A. Carolyn lived in Raven Gap. She was
8 his sister. I'm trying to recollect the
9 conversation. She was interested in serving as
10 conservator. She had some financial information.
11 She had medical issues herself. She had some
12 concerns about how his money was being spent. That
13 was pretty much the length of my conversation with
14 her.

15 Q. So you testified earlier that you
16 weren't aware that Dean Collins represented her as
17 well. Were you aware that Dr. Grist removed that
18 Dr. Grist removed she and her husband out of
19 allegations she stole from him?

20 MR. PROVENCE: Object to the form.

21 MR. SUGGS: Object to the form.

22 THE WITNESS: I do not recall that she
23 stole. I recall there were allegations of that.
24 Is that noted somewhere?

25 BY MS. THOMASON:

1 Q. I'm asking you about Dan Collins.

2 A. That I do not recall. I did not speak
3 to Dan about that that I recall.

4 Q. And Cheryl Borum knew it. In fact,
5 that was the meeting whenever Dan decided he needed
6 mental because Dan wanted to remove them.

7 MR. PROVENCE: Object to the form.

8 THE WITNESS: I was not part of that
9 conversation.

10 BY MS. THOMASON:

11 Q. Okay. So you did not no checking on
12 Caroline's background? You took her word and
13 Mickie's word?

14 MR. PROVENCE: Object to the form.

15 MR. SUGGS: Object to the form.

16 THE WITNESS: I did review her
17 financial and the SLED. That would have been
18 submitted to the court. Yeah. So here it listed,
19 Number 25, "Criminal background check and credit
20 report for Carolyn York Grist Lyon. Yes. That was
21 completed per my report." It's right here.

22 BY MS. THOMASON:

23 Q. Now, you referred to Dr. Mullins
24 competency report where you reviewed that, and it
25 says, "That examination was 09-23-20. Now, Dr.

1 Grist had been under Tracy Parsons care and Comfort
2 Keepers care since July 29th at this point. That
3 was not done prior to the ex parte order.

4 A. I would need to look at a copy of Dr.
5 Absher's report.

6 Q. It's in your report.

7 A. That would have been up to the court.
8 They would have to have that on file was my
9 understanding.

10 Q. But you said you relied on it. And I'm
11 asking you that competency report wasn't done for
12 two months after the guardianship?

13 A. Something was submitted that I
14 reviewed. If was for Dr. Absher not Dr. Mullins.
15 I reviewed Dr. Absher. He's the one that submitted
16 prior.

17 Q. But I'm not that in this report?

18 A. That is correct. As I stated earlier,
19 that is in my preliminary that I reviewed it I just
20 didn't transfer it to my final report. But that it
21 was reviewed on the report Dr. Absher's. If you'll
22 go back to --

23 Q. And it's your testimony that Dr. Absher
24 did a complete review of him prior to that ex
25 parte?

1 A. I know that Dr. Absher was his
2 neurologist prior to that ex parte order. And he
3 completed the emergency ex parte examination, which
4 is what I reviewed and based my findings on for the
5 preliminary.

6 Q. What date was Dr. Davis's note? You
7 said, "MD medical note."

8 A. It is. If you turn you the next page.
9 It's just caught up in the staple.

10 Q. Okay.

11 A. It's dated 09-16-20 and that was
12 provided to me by Ms. Tracy Parsons she had a copy
13 of.

14 Q. Now, by the time that those reports
15 were done, was Dr. Grist already being medicated?

16 A. I have a list of his medications which
17 is attached to this report. I don't keep up with
18 his day-to-day medications that he's taking as a
19 Guardian Ad Litem. That would be up to the court
20 appointed guardian.

21 Q. So the medication he was taking you
22 would not have been aware of?

23 MR. SUGGS: Object to the form.

24 THE WITNESS: Not unless the guardian
25 reported that to me.

1 BY MS. THOMASON:

2 Q. So you don't know what medication he
3 was taking by the time this end of September report
4 was done?

5 A. I completed a list of the prescriptions
6 that were provided to be me by Tracy Parsons on the
7 last page.

8 Q. Do you have any opinion on whether
9 those medications affected him detrimentally?

10 A. I'm a social worker. I'm not a medical
11 doctor.

12 Q. But you deal with the elderly all the
13 time. You know medications what medications can
14 and will do. You're a guardian. You don't
15 consider medications your clients are?

16 MR. SUGGS: Object to the form.

17 THE WITNESS: I do, but I don't make
18 recommendations of what medications they should be
19 on.

20 BY MS. THOMASON:

21 Q. But you would know what medications
22 cause altered behavior?

23 A. Levothyroxine -- I'm not really
24 familiar with a lot of these medications. And
25 again, the medication list is not my decision.

1 That would be the decision of his medical doctor.

2 Q. "AI has been found to mentally ill or
3 incompetent and would benefit from a structural
4 living arrangement." Again, this is January 29th.
5 Tell me what a, "structural living arrangement,"
6 is?

7 A. Caregiver support. Somebody to provide
8 transportation to and from medical appointments.
9 My goal -- I stated in here what the temporary
10 guardian, which was the primary goal. "The goal at
11 this time was to was for Dr. Grist to remain in his
12 primary residence. So 24/7 would be a structured
13 living arrangement.

14 Q. I just have to go back to. There's one
15 caveat in here. It says, "Be employed you told the
16 court, "He should be allowed to be employed without
17 the consent of a guardian.

18 A. Correct.

19 Q. I just can't reconcile that he should
20 be allowed to be employed and then you guys had a
21 private discussion that that doesn't really mean be
22 employed. So did you misrepresent to the Court
23 what he should be allowed to do?

24 MR. SUGGS: Object to the form of the
25 question.

1 THE WITNESS: No.

2 BY MS. THOMASON:

3 Q. How would anybody reading this know
4 that he wasn't -- that they weren't consenting to
5 him being employed?

6 A. I believe there was discussion also
7 with Tracy that -- again, this was for the purpose
8 of healthcare benefits and for him to receive money
9 into his he estate.

10 Q. Do consider that fraud?

11 MR. SUGGS: Object to the form.

12 THE WITNESS: I do not. He was already
13 receiving those benefits, and that was for his best
14 interest.

15 BY MS. THOMASON:

16 Q. But if you knew that he could not work,
17 but you wanted to say on his health benefits. He
18 thought he was going to work. It is now your
19 testimony that he couldn't understood this?

20 MR. SUGGS: Object to the form of the
21 question.

22 THE WITNESS: I don't know.

23 BY MS. THOMASON:

24 Q. Well, you say, "He's currently
25 employed. He receives monthly income needed to

1 pay. He also receives other benefits such as
2 insurance. Is he capable of communicating without
3 reasonable accomodation's? No." So in the six
4 months that y'all have been involved, Dr. Grist
5 went from working, driving, visiting,
6 communicating, he had gone through an investigation
7 with the LLR. And now he can't communicate. He's
8 not capable of even recognizing anyone under your
9 care?

10 MR. PROVENCE: Object to the form.

11 MR. SUGGS: Object to the form.

12 THE WITNESS: I'm not Guardian Ad
13 Litem. The role of the guardian is to provide
14 supervision and to make decisions for him. So I'm
15 looking out for his best interest, but I'm not
16 managing his care. He's not under my care.

17 BY MS. THOMASON:

18 Q. You didn't question that decision that
19 about declining that fast?

20 A. Oh, absolutely. There's always
21 question about decline.

22 Q. Well, where is that mentioned?

23 A. I'm not going to question the timing of
24 the report. I'm going to look at the information
25 that's provided to me by the medical doctors.

1 Q. Who did you talk to about why this was
2 happening so fast?

3 MR. SUGGS: Object to the form.

4 THE WITNESS: I didn't speak to anybody
5 about why this was happening so fast. Based on his
6 diagnosis it's progressive. That means he's going
7 to have a decline.

8 BY MS. THOMASON:

9 Q. I've yet to see where you see a
10 diagnosis of alzheimer.

11 A. But again, I'm going to go back to that
12 that was a draft stating that was most likely a
13 mistake.

14 Q. What diagnosis did you read that led to
15 -- did he have Lewey body?

16 A. I have not seen Lewey body on his
17 diagnosis. He had -- Per Dr. Mullins -- I would
18 have to go back to Dr. Mullins report, but I
19 believe he said he would have know of him having
20 progressive cognitive decline.

21 Q. Isn't it true prior to you getting
22 involved that Dr. Grist had proactively made sure
23 he did memory exercises so he could to continue to
24 work? He didn't have a diagnosis. Are you aware
25 of that? Did you review those medical records?

1 MR. SUGGS: Object to the form.

2 THE WITNESS: Can you repeat that
3 question?

4 BY MS. THOMASON:

5 Q. Did you review the medical records
6 immediately check that he himself wanted to check
7 into doing memory exercises. Because he himself
8 was doing exercises because he wanted to be able to
9 work longer. He was taking a proactive approach in
10 his own life. Did you review any of that?

11 MR. PROVENCE: Object to the form.

12 THE WITNESS: I don't recall seeing
13 those.

14 BY MS. THOMASON:

15 Q. You didn't have access to them because
16 you didn't ask for them. Did you?

17 A. I wasn't aware they were available.

18 Q. You knew his medical records were
19 there, but you reviewed what you decided was
20 important and backed up was predetermined was wrong
21 with him?

22 MR. SUGGS: Object to the form.

23 THE WITNESS: I reviewed what was what
24 in the probate court.

25 BY MS. THOMASON:

1 Q. But you didn't go outside of that to
2 determine what was in his best from?

3 A. What was in his best interest was what
4 was provided to the probate Court.

5 Q. By one doctor. Not his medical. Not
6 his medical history. Not an investigation on his
7 right to practice veterinary. You took his rights
8 away.

9 MR. PROVENCE: Objection.

10 MR. SUGGS: Objection.

11 THE WITNESS: Actually, three doctors,
12 Dr. Mullins, Dr. Davis, and Dr. Absher did.

13 BY MS. THOMASON:

14 Q. Dr. Davis. What did he say? You
15 referenced a medical note. What did he say?

16 A. I can't do that from memory. Do you
17 have a copy of it?

18 Q. No.

19 A. I don't remember.

20 MR. SUGGS: Whenever you're ready. If
21 we can take a brief recess.

22 MS. THOMASON: I would like to get
23 through the rest of this report and then we can.

24 MR. PROVENCE: Sure.

25 BY MS. THOMASON:

1 Q. I believe the guardians rights and
2 powers shall include, "Consent to travel.
3 Determine the place to where he shall reside.
4 Consent or refuse to consent to visitation with
5 family. Give. Withhold. Withdraw consent about
6 medical."

7 A. I'm sorry. Which page are you on.

8 Q. 308. I'm looking at Bates --

9 MR. SUGGS: Our Bates?

10 MS. THOMASON: Number 45 on the report.

11 THE WITNESS: I'm sorry. Go ahead.

12 BY MS. THOMASON:

13 Q. He had his wishes in his healthcare
14 power of attorney regarding his end of life of
15 decisions. But you believe the guardian should be
16 able to do that? She should be able to determine a
17 do not resuscitate over his own will. Over his own
18 wishes. You determined a third-party was better to
19 determine whether he's resuscitated or not.

20 MR. PROVENCE: Is that a question?

21 BY MS. THOMASON:

22 Q. These are your recommendations.
23 Consent to employment. For the record, these are
24 your recommendations. I'll ask you in a second.
25 Consent to or refuse educational services. Bring

1 or defend any action of law. These are what you
2 said the guardian should be able to do for him. So
3 you're finding was -- despite that over on the
4 prior page you said that he should be able to work
5 -- here you say she's has to consent to all of
6 this. Including -- tell me why a guardian should
7 be able to determine his end of life decisions over
8 what he made everyone else aware of in his own
9 healthcare power of attorney and will?

10 MR. SUGGS: Objection.

11 THE WITNESS: So I'm going to pull this
12 again from the examiners report on what their
13 recommendations were.

14 BY MS. THOMASON:

15 Q. They made a recommendation do not
16 resuscitate.

17 A. So that I would follow that.

18 Q. Did they? Did the examiner make a
19 decision on do not resuscitate?

20 A. I would have to see the examiners
21 report. And the end of the day, the court makes
22 the final decision.

23 Q. Does the court make the final decision
24 after they've given the guardian the authority to
25 make them?

1 A. Guardian Ad Litem or guardian?

2 Q. Guardian.

3 A. The court makes the decision on what
4 rights are retained or not retained by the alleged
5 incapacitated individual.

6 Q. Is it your experience that the court
7 ever goes against the Guardian Ad Litem?

8 A. Yes. The court has gone against what
9 the Guardian Ad Litem had recommended.

10 Q. Did the court go with what your
11 recommendation was in this case?

12 A. I don't know. I'd have to look at the
13 final order.

14 Q. You don't remember if the court went
15 with your recommendation?

16 A. I believe they did, but, again, in
17 order to validate that I'd have to look at the
18 final order.

19 Q. So are you aware that Mickie Grist had
20 a huge dispute over a change in his trust in the
21 parking lot of an attorney? Did anybody tell you
22 that?

23 MR. PROVENCE: Object to the form.

24 THE WITNESS: Parking lot of what?

25 BY MS. THOMASON:

1 Q. A lawyers office.

2 A. A lawyers office?

3 Q. Yes.

4 MR. PROVENCE: Object to the form.

5 THE WITNESS: No.

6 BY MS. THOMASON:

7 Q. Are you aware that she had a problem
8 with him changing the terms of his trust?

9 MR. PROVENCE: Object to the form.

10 THE WITNESS: I don't believe that was
11 in any email communications that she sent to me.

12 BY MS. THOMASON:

13 Q. Are you aware they had a problem with
14 him changing his trust?

15 A. Not that I'm aware of.

16 Q. You're aware in this case that he
17 shouldn't -- that there were questions in this case
18 about the power of attorney and amendments as to
19 his incapacity?

20 MR. PROVENCE: Object to the form.

21 THE WITNESS: Correct.

22 BY MS. THOMASON:

23 Q. So earlier we reviewed a draft of the
24 consent order in probate. This is February 10th,
25 2020 Clayton Jennings signed extending the

1 temporary guardian. My question is -- again, it's
2 Clayton signing this. At this point Schnabel case
3 had really heated up. As a matter of fact I
4 Clayton was litigating in the Schnabel on your
5 behalf in the Schnabel case at the exactly same
6 time; isn't that right?

7 A. I would have to looking at the timing
8 of the Schnabel case and this Grist case. I would
9 have to look at my retainer.

10 Q. If you looked at your retainer and it
11 was this time period you wouldn't dispute it?

12 A. I would have to look at my retainer.

13 Q. If you retained him before this date,
14 would you dispute he was representing you and Grist
15 at the time he signed this order?

16 A. I would not. That would be up to
17 Clayton Jennings.

18 Q. I'm not asking your opinion, I'm asking
19 you fact. I'm asking if you had a retainer
20 agreement prior to this time, or during this case,
21 you wouldn't dispute that Clayton is litigating on
22 your behalf in one case and signing orders in this
23 case?

24 A. No. I would also go back to when he
25 had me removed from that case, because I was not on

1 that case very long.

2 Q. Ms. Browning -- okay. You just said
3 it. He had you removed from this case as your
4 lawyer.

5 A. He did. I was as named party. That
6 was a lawsuit brought by your law firm.

7 Q. Correct.

8 A. And he had me removed as a named party
9 pretty quickly after I retained his services. So,
10 again, I'd have go back when to when he signed this
11 order.

12 Q. Well, I can tell. You were removed in
13 March/April of 2020 -- 2021. I'm sorry. You
14 started that case in September of 2020. So I'm
15 asking you, and you've said it. He got you removed
16 from the case. It's not a hard question. He was
17 representing you in that case while he's signing
18 orders in this case?

19 A. He did.

20 Q. He was representing you in that case
21 while he's signing orders in this case. And I'm
22 going to ask you again. Because you've got Hall in
23 the Rabon case. You've got Neal Rabon in the
24 Schnabel case. You, Clayton, all parties in this
25 case and nobody is saying to anything in the

1 Schnabel case and Clayton is on the bench. And
2 nobody is saying in the Schnabel case or in this
3 case, "Hey, he's Clayton's on the bench and he's
4 representing a contested party in another case with
5 all of us?"

6 A. Correct. Not that I recall.

7 MR. SUGGS: Can we take a break?

8 MS. THOMASON: Yes. Go for it, Trey.

9 (A recess was taken at 1:04 p.m.)

10 (Testimony resumed at 1:26 p.m.)

11 BY MS. THOMASON:

12 Q. Ms. Browning, did you discuss your
13 testimony with anybody on break?

14 A. No, ma'am.

15 Q. How long did you talk to Chris Krishell
16 in the Grist case?

17 A. I mainly spoke more with his office
18 staff then actually Chris. I couldn't give you a
19 number of times. But there was communication with
20 Chris and there was some communication with his
21 staff.

22 Q. Okay. And why would you talk to him
23 instead of Tracy?

24 A. There were periods of time in this case
25 where there was not a temporary guardian in place.

1 So he was reporting information to me as the
2 Guardian Ad Litem and I disseminating information
3 out to the attorneys. There was large gaps of time
4 Tracy Parsons expired as guardian. There was not
5 an agreement of who should move forward.

6 Q. Is that the only time you talked with
7 him regarding Tracy was when wasn't in place?

8 A. I would have to look back at the
9 communication with him specifically.

10 Q. Okay. Now, there was an incident --
11 and we've talked about nauseam time in this
12 deposition, so I'm only going to spend as short
13 amount of time on it. But there was an incident
14 Kerrie McCreary and Dr. Grist and this was in May
15 of 2021 and early June. And you were -- and this
16 is Browning emails 357. There was an email strand
17 where Tracy was informing everybody of what
18 happened. Her take on it. And this is May 26th
19 and she stated Stacey called and said that Dr.
20 Grist had reported sexual encounters. First, let
21 ask you. Is it your position that he capacity to
22 consent to that?

23 MR. SUGGS: Object to the form of the
24 question.

25 MR. PEELE: Object to the form of the

1 question.

2 MR. PROVENCE: Object to the form.

3 THE WITNESS: That he had the ability?

4 BY MS. THOMASON:

5 Q. That he had the ability to consent to a
6 sexual encounter?

7 MR. SUGGS: Object to the form of the
8 question.

9 MR. PROVENCE: Object to the form.

10 MR. PEELE: Same objection.

11 MS. THOMASON: Same question.

12 THE WITNESS: I think that would be up
13 to the medical professional.

14 BY MS. THOMASON:

15 Q. You have an opinion. You had an
16 opinion that he didn't know his name. You had an
17 opinion that he shouldn't retain his rights. You
18 have an opinion as to whether he could consent.

19 A. I do not feel like he could have
20 consented to that.

21 Q. Now, when you were made aware of that
22 did you report it to the police?

23 A. I did not. Tracy Parsons as guardian
24 reported that.

25 Q. Do you have an obligation? Are you a

1 mandatory reporter as Guardian Ad Litem?

2 A. I am. In my conversations with Tracy
3 Parsons she was going to make that report.

4 Q. Did you followup to see if she had?

5 A. Yes.

6 Q. Okay. Now, is your understanding that
7 that was done immediately upon learning about it?
8 That she contacted the police?

9 A. It is my understanding that the police
10 were contacted directly after the video was
11 reviewed at Adam Lee's office with myself and Tracy
12 Parsons. I believe she made the phone call to the
13 police in the parking lot.

14 Q. Who met at Adams office to review that?

15 A. Myself and Tracy Parsons.

16 Q. Are you aware if anyone else knew about
17 prior to meeting at Adam's office -- any of the
18 other attorneys?

19 MR. SUGGS: Object to the form.

20 THE WITNESS: I'm not aware.

21 BY MS. THOMASON:

22 Q. Did you notify all parties of it prior
23 to going to Adam's office?

24 MR. SUGGS: Object to the form.

25 THE WITNESS: I did not. I did not

1 review the video.

2 BY MS. THOMASON:

3 Q. Okay. So in July 9th, 2021 email from
4 Tracy Parsons to Adam Less -- this is Browning
5 emails 360 -- she says, "I followed up with the
6 video with Kerrie. I spoke to Deputy Wilson. He
7 didn't believe this was a criminal matter." Are
8 you aware of a FOIA request made to the police
9 department and the sheriff's department?

10 A. That you made?

11 Q. Yes.

12 A. Your firm?

13 Q. Yes.

14 A. I'm not aware of that.

15 Q. And so I'll submit they have no report.

16 A. Okay.

17 Q. "I didn't give him Dr. Grist but he was
18 well known around Greenville. I told him there was
19 an ongoing probate matter. I explained he suffered
20 from the dementia. Deputy Wilson said Dr. Grist
21 would be considered a consenting adult because he
22 knew his name and where he was." So he was
23 oriented as to place and person?

24 A. At the time that he interviewed him,
25 yes.

1 Q. Okay. Well, this was in July 2021 --
2 July 9th, 2021, after you made a report to the
3 court that he didn't know his children, that he was
4 non-verbal without accomodation, and that all of
5 rights should be stripped?

6 MR. SUGGS: Object to the form.

7 BY MS. THOMASON:

8 Q. Is that correct?

9 A. That's correct. In my interview with
10 him he was not able to answer those questions or
11 information on orientation.

12 Q. When she was emailing you, did you
13 accept the fact that the police officer said he was
14 a consenting adult because he was oriented to time
15 and place?

16 A. I accepted what the police report said,
17 yes.

18 Q. Despite what you as Guardian Ad Litem
19 had reported otherwise? Had the police officer
20 ever met him?

21 A. I am not that aware that he had.

22 Q. Are you aware that this was six weeks
23 after the incident that the police were contacted?

24 A. I am not aware of that. My
25 understanding was they were contacted the day of

1 when the video was seen.

2 (PLAINTIFFS EXHIBIT 4, BROWNING EMAILS
3 473 TO 446, were marked for identification and
4 retained by counsel.)

5 BY MS. THOMASON:

6 Q. So I'm looking a November 3rd email.
7 I'm looking at Browning emails 437 through 444 --
8 I'm sorry 446. So Jessica Ramos is responding to
9 something you requested. Who is Jessica Ramos?

10 A. She was an accounting person in my
11 office.

12 Q. She's saying, "Can you send the
13 invoices. The attorney needs something and I
14 cannot pull it from my notes." This was November
15 3rd, 2021. Do you remember the attorney that was
16 referring to?

17 A. I do. I was Heather Skalzo. She could
18 not remember when we made the date we made the
19 initial visit to Dr. Grist.

20 Q. Okay.

21 A. She contacted me and asked me for that,
22 so it was on my invoice.

23 Q. And so Heather was still involved a
24 year later where Heather was still his and Adam was
25 still his lawyer?

1 A. I'm unsure.

2 Q. But you're sure that was Heather
3 Scalzo?

4 A. Heather Scalzo called me on the phone
5 and asked me for the date. So, yes.

6 Q. Okay. And do you remember what she was
7 asking you about?

8 A. When we made the initial visit with Dr.
9 Grist which would have been -- because I have that
10 documented on my invoice. Just looking at my visit
11 with Dr. Grist. That was a date she was looking
12 for. Do you want the specific date?

13 Q. Yes.

14 A. Okay. August 18th, 2020. That's the
15 date she was looking for. She was trying to, I
16 believe, put her invoice together for the Court.

17 Q. And so she called you?

18 A. Yes.

19 Q. Now, attached to that email are all of
20 your invoices. And so Browning emails 440. This
21 is invoice 5655, date 11-05-2021, but it starts
22 with 07-23 -- I'm sorry starts with 07-16-2020.

23 A. Okay, that's what I'm looking at this
24 one?

25 Q. Yes.

1 A. Okay.

2 Q. And so I want to turn to the next page,
3 440.

4 A. Page 3.

5 Q. Yes. It didn't have pages on it. It
6 just has the number at the bottom. It starts with
7 07-23 at the top.

8 A. That's the second page.

9 Q. Okay. And so there is a reference to
10 communications after hours. Communications with
11 Mickie Grist. And it's one-and-a-half -- well,
12 it's concerns about guns. Mother's ability and
13 father's safety. What was she concerned about
14 guns?

15 A. She was concerned about dad's -- I'm
16 not sure what type of guns he had in residence, but
17 she was concerned about him having guns in his
18 residence. She was concerned about his safety and
19 managing guns. My recommendation was to call the
20 police in regards to going out to assess the
21 situation --

22 Q. Do you regret taking --

23 A. -- to make a determination.

24 Q. I'm sorry. Do you regret taking Mickie
25 Grist's at her word in this case?

1 A. I do not. I mean, the police can go
2 out and make their own investigation. I have to
3 report and give recommendations of what's in the
4 best interest of Dr. Grist. And if his safety is
5 at risk I'm certainly going to go out, or make a
6 recommendation for her to call the police.

7 Q. Let's say that Dr. Grist knew what
8 Mickie was all about and so he made the
9 determination that Stacey was best suited to make
10 decisions for him. Mickie knew that and she
11 decides I don't want that. The fact that she
12 causes a problem is enough to overcome his wishes?

13 MR. PROVENCE: Object to the form.

14 MR. PEELE: Object to the form.

15 MR. SUGGS: Same objection.

16 BY MS. THOMASON:

17 Q. You just said there's all kinds of
18 dissent among the parties.

19 MR. PROVENCE: Object to the form.

20 MR. SUGGS: Same objection.

21 BY MS. THOMASON:

22 Q. If it's one party it's her -- Mickie's
23 objection that she didn't like what dad did is
24 enough to satisfy everything he put in writing?

25 A. The court appointed her as the

1 temporary guardian.

2 Q. I'm asking you as Guardian Ad Litem in
3 looking at Dr. Grist's best interest. You just
4 stated to me that Mickie doesn't like what's going
5 on?

6 A. That's not true.

7 Q. You talked to her after hours about
8 mother's stability and father's safety. We can get
9 other emails. It certainly sounds looks like you
10 made up your mine before you met with him. Is that
11 fair?

12 MR. SUGGS: Object to the form.

13 THE WITNESS: No, that's not fair. I
14 did not. My information was to contact the police
15 if she felt it was unsafe. I felt that was
16 reasonable as a Guardian Ad Litem.

17 BY MS. THOMASON:

18 Q. So then we have 07-23. Communications
19 with Deputy Williams times three. Now, is it
20 coincidental that you talked to Deputy Williams
21 here but that's a different Deputy Wilson that
22 Tracey spoke to? Is that your understanding?

23 A. Yes.

24 Q. Okay. You spoke Deputy Williams.
25 Multiple communications with Mickie. Welfare check

1 concerns about guns and Dr. Grist's safety. Two
2 hours on 07-23. So did you actually speak to
3 Deputy Williams three times?

4 A. Yes.

5 Q. Okay. Did he express frustration with
6 you?

7 A. I think he expressed frustration with
8 the situation.

9 Q. On 07-24 communications with Neal Rabon
10 you times three to review the court order. Update
11 on the case. Directions on the sheriff's office.
12 Emails and telephone communications to and from
13 Mickie to provide support. Is it your job to
14 support her? I thought you were independent? Is
15 it your job to support her?

16 MR. SUGGS: Object to the form of the
17 question.

18 THE WITNESS: It's not my job to.
19 BY MS. THOMASON:

20 Q. And for clarification of the court,
21 tell me about Deputy Adam?

22 A. I don't recall speaking with Deputy
23 Adam. I do recall Deputy Williams. Can you repeat
24 the question?

25 Q. You answered. I asked what do you

1 recall about Deputy Adam?

2 A. I don't recall that conversation in
3 particular.

4 Q. That same day. So you had six
5 conversations with Neal Rabon this day. Telephone
6 with Neal Rabon. Multiple emails to and from
7 Mickie Grist. Two telephone calls to Deputy Adam.
8 So now we're up to nine calls to the police in your
9 invoice here.

10 A. This may be a duplicate.

11 Q. Well, it's different.

12 A. It is, I agree. They are different but
13 they on the same day, and it looks like I would
14 have put that all together.

15 Q. You agree with me you have billed for
16 nine calls?

17 A. Yes. And I believe that is a mistake.
18 The 07-24 is a duplicate and I'm just realizing
19 that.

20 Q. But the description -- because then we
21 have 07-24 after hours. Telephone call with Mickie
22 and Deputy Williams times three. Telephone call
23 with Hall Provence times two. I don't see any
24 other lawyers on here. I see you talking to Neal
25 three times, six times. Nine calls with Neal Rabon

1 or Hall Provence. And then that's three more. 12
2 calls with deputies.

3 MR. SUGGS: Object to the form of the
4 question.

5 BY MS. THOMASON:

6 Q. Seven calls with Mickie in two days.

7 A. Uh-huh.

8 Q. All without talking to anyone else
9 about this might not be the case.

10 MR. SUGGS: Object to the form.

11 BY MS. THOMASON:

12 Q. What were you talking to the deputies
13 about all those times?

14 A. The deputies regard to a wellness
15 visit. They were talking about guns and gun
16 safety. I do not recall if they found guns on the
17 premises.

18 Q. Well, Dr. Grist right to a firearm
19 hadn't been taken away had it?

20 A. That would be up to the deputies.

21 Q. No, I'm asking you. At this had the
22 court taken his right away to posses a firearm?

23 A. They had not.

24 Q. But you were taking upon yourself that
25 he didn't need them and you had never met him?

1 MR. SUGGS: Object to the form.

2 THE WITNESS: I was taking it upon
3 myself as Guardian Ad Litem to have the police go
4 out to do a wellness check to make sure he was
5 safe.

6 BY MS. THOMASON:

7 Q. 12 times?

8 MR. SUGGS: Object to the form.

9 THE WITNESS: That was back and forth.
10 I do believe the 07-24-20 was actually a duplicate
11 where it got copy and pasted.

12 BY MS. THOMASON:

13 Q. You would agree with me it's different
14 descriptions in each one?

15 A. It is. On copying and pasting when the
16 account puts the information -- it's on an Excel
17 spreadsheet it could have gotten duplicated.

18 Q. Well, we reviewed earlier that the
19 master deputy said all you cared about was serving.
20 Him he didn't think it was a welfare check. Isn't
21 that true?

22 MR. SUGGS: Object to the form of the
23 question.

24 THE WITNESS: No, that's not true.
25 That was a welfare check.

1 BY MS. THOMASON:

2 Q. Did Deputy Williams, after all these
3 calls, didn't he in fact say he was sick of this
4 and it had nothing to do with welfare if you
5 thought he was going to die that night that was one
6 thing?

7 A. Let me go back. I don't recall. I do
8 believe he said that if was he was going to need
9 medical assistance they were going to need to call
10 911.

11 Q. This is a July 4th, 2020. Same dates
12 we're dealing with here. Mickie Grist to you. It
13 starts and goes on to 2025 you can see. But in
14 this email she says, "Just got off the phone with
15 Master Deputy Solomon. He refused to go. He said
16 I hired Paul. Paul was crooked. He was fired from
17 the police department years ago, and Master Deputy
18 Solomon wants nothing to do with Paul. As Solomon
19 understands we are attempting to serve papers and
20 doing so with a crooked private investigator." And
21 she says to you -- Hall, this is Browning 108 -- "I
22 need to know if the private investigator is
23 crooked. The police are discriminating against me
24 because they think I hired him and they say they
25 refuse to have their men associated with this. He

1 says the guardian has told them" -- Mickie, "Has
2 told them we are serving papers. I must be
3 misinformed because I'm hearing different stories
4 from everyone and it seems like no one truly cares
5 about dad's well being at this point." And it goes
6 on. I'll give you the copy.

7 Who is Paul?

8 A. I do not recall a Paul, nor do I recall
9 speaking to a Paul.

10 Q. You would agree with me that's dated
11 07-24 and 07-25?

12 A. The email thread?

13 Q. Yes.

14 A. Yes.

15 Q. Okay. Now, some of these
16 communications that you believe are a duplicate on
17 07-24, some of are during the day calls, some are
18 billed at after hours. You still believe that's
19 duplicate?

20 A. I would have to go back and look at the
21 07-24-20. Again, it says, "TC with Neal Rabon
22 times three, and TC communication with Neal Rabon
23 times three," on the same day.

24 Q. All of this is being billed to Dr.
25 Grist?

1 A. Correct.

2 Q. Next page 07-28. "Review of all
3 documents and communications." So what document
4 and communication? Because you reviewed everything
5 in there that was before. This was before 07-29.
6 What new document?

7 MR. SUGGS: Object to the form of the
8 question.

9 THE WITNESS: I do not know what those
10 documents were before. I really can't recall what
11 I reviewed there.

12 BY MS. THOMASON:

13 Q. A lengthy email from Mickie Grist. So
14 you are billing for reading it?

15 A. For reading her email, yes.

16 Q. Communications with the probate court,
17 Tracy Parsons, Dobson Law Firm, Matt Myers, and
18 Heather Skalzo 1.8. So again, you're talking to
19 all lawyers?

20 A. Yes. They were retained by -- they
21 have counsel. All of parties had counsel, so, yes,
22 I'm speaking to them on behalf of their client.

23 Q. And so at this point Dr. Grist has a
24 Guardian Ad Litem, a temporary guardian, a court
25 appointed attorney, and a personally retained

1 attorney and he's paying for all of it?

2 A. I'm appointed by the court as Guardian
3 Ad Litem.

4 Q. And he's paying for all of it?

5 A. It sounds like it, yes.

6 Q. 07-29 communications with Tracy Parson,
7 Tyler McCloud, Theresa Horton, Adam Lee. Attended
8 probate court hearing provided testimony via zoom.
9 Completion of preliminary report. Telephone call
10 with Tracy times two, three hours. All of that is
11 discussions with lawyers about their position.
12 Nothing to do with investigating the actual state
13 of Dr. Grist, correct?

14 MR. SUGGS: Object to the form of the
15 question.

16 THE WITNESS: Part of that
17 investigation is speaking with the attorneys on
18 what -- yes. What their clients are wanting. What
19 position they are taking.

20 BY MS. THOMASON:

21 Q. Why does what their clients want affect
22 your recommendation on Dr. Grist's well being?

23 A. I have to take and interview all
24 information that's underneath the statute and then
25 I disseminate information and make decisions based

1 on that.

2 Q. But you didn't review medical records
3 before this? Dr. Absher's report?

4 A. Right.

5 Q. You didn't review his medical records.
6 You didn't talk to anybody on that list that wasn't
7 represented by Hall or Neal or somebody Mickie had
8 already talked to. You didn't talk to independent
9 witnesses. You didn't talk to anybody in his
10 practice did you?

11 MR. SUGGS: Object to the form of the
12 question.

13 THE WITNESS: Talk to anyone in who's
14 practice?

15 BY MS. THOMASON:

16 Q. Dr. Grist.

17 A. Oh, no. I didn't speak to anyone in
18 his practice.

19 Q. We've got a lot of billing talking to
20 lawyers and very little talking to people about Dr.
21 Grist.

22 MR. HALL: Object to the form of the
23 question.

24 BY MS. THOMASON:

25 Q. Is that correct?

1 A. That's correct. The people that I
2 normally would interview would be the family
3 members, and his family members has retained
4 counsel which is why I was speaking to the
5 attorneys.

6 Q. So it's your understanding that you
7 can't talk to him directly because they have
8 counsel?

9 A. I was informed to not speak to them
10 directly because they had retained counsel.

11 Q. Who informed you?

12 A. I was informed by Stacey Grist to go
13 through and attorney she was going to have
14 represent her and to not speak to her directly.

15 Q. And what about all of the people at the
16 office? What about all of his staff? Did somebody
17 tell you not no talk to them?

18 A. They did not.

19 Q. What about his prior medical records?
20 Did anybody tell he not to look at that?

21 A. They did not.

22 Q. Anybody tell you speak to Chase
23 Campbell or not speak to Chase Campbell who had had
24 the most recent medical report done?

25 A. I did not know he had a medical report.

1 No.

2 Q. And didn't ask about his medical
3 reports? And didn't ask anything about his prior
4 medical history except to Mickie?

5 MR. SUGGS: Object to the form of the
6 question.

7 BY MS. THOMASON:

8 Q. Is that correct?

9 A. That's correct. I reviewed what was on
10 file with the probate Court.

11 Q. Next page 09-02. And this looks like
12 your second visit. "Left in his truck to Marilyn's
13 home. Met him at Marilyn's house. Got him to
14 agree to let the helper" -- because he went there
15 because I'm assuming he didn't want anybody in his
16 house?

17 MR. SUGGS: Object to the form of the
18 question.

19 THE WITNESS: Tracy Parsons had
20 contacted me and said that there was a disagreement
21 between the caretaker and Dr. Grist. He became
22 agitated and he had left his residence in his
23 truck. I had actually been the way to go and visit
24 prior to knowing that.

25 BY MS. THOMASON:

1 Q. Then you write, "He has eloped into the
2 woods and later found. Returned review of email
3 update." And my question is, at any time did you
4 consider that he absolutely had his right mind at
5 this time and did not want people in his house?
6 Did you consider on that?

7 A. I did not. I relied on Tracy Parsons
8 as court appointed guardian who was making
9 decisions for him at that time.

10 Q. Eloped time two on 09-08. Discussion
11 of placement and transition of moving forward. So
12 on September 8th, prior to Dr. Mullins report,
13 you're discussing placing him in a home?

14 A. I'm not discussing placing him in a
15 home.

16 Q. But you are?

17 MR. SUGGS: Object to the form.

18 THE WITNESS: I'm discussing with Tracy
19 Parsons as the guardian who makes decisions for him
20 what she was thinking at that time.

21 BY MS. THOMASON:

22 Q. Jennifer -- I'm sorry. Ms. Browning,
23 did you tell Tracy Parsons at any time that Dr.
24 Grist needed to go to a home?

25 A. I did not.

1 Q. So you never said to her you thought
2 she needed to discuss placement?

3 A. I said to her his goal was to remain in
4 the home. However, if it become unsafe she may
5 have to make a decision to place him.

6 Q. 10-01 review and answer of counterclaim
7 of Charlotte Grist. 10-05, Dr. Mullins and Dr.
8 Davis's report. 10-08, communication with Tracy
9 Parsons. Same on 09. 10-30, review of motion to
10 dismissal and response to motion for temporary
11 relief. Telephone call with for Tracy Parsons.
12 And so you're billing for reviewing all the
13 filings?

14 A. Absolutely.

15 Q. Telephone call and email with Adam Lee.
16 Review of --

17 A. I'm sorry. What page.

18 Q. Next page. It looks you have
19 communications with probate court update. And so
20 it looks like about every four months you get and
21 update from Tracy on him. But on 01-25 telephone
22 call an emails with Adam Lee. Now, we reviewed an
23 email earlier submitted to you the list of things
24 Dr. Grist wanted to retain in order to consent. Is
25 that what that telephone call was about?

1 A. Most likely.

2 Q. Is this where you and Adam would have
3 discussed the fact that Dr. Grist is going to
4 consent to these things -- the ability to consent
5 to these thing only if he can work. Is there were
6 you Adam discussed that you didn't really intend to
7 let him to work?

8 MR. SUGGS: Object to the form of the
9 question.

10 THE WITNESS: Yes. This is where Adam
11 -- Mr. Lee discussed that he wanted to make sure
12 that he wanted to kept his benefits, as well as the
13 other items I listed in the report, and his health
14 insurance. So he did not want that right to be
15 restricted.

16 BY MS. THOMASON:

17 Q. So Adam puts in writing Dr. Grist wants
18 to work, and he needs to be able to work in order
19 to consent. But what he really meant was don't
20 tell Dr. Grist but we really just want to keep his
21 medical insurance and his benefits?

22 MR. SUGGS: Object to the form of the
23 question.

24 THE WITNESS: It's in his best
25 interest.

1 BY MS. THOMASON:

2 Q. In his best interest to lie to him?

3 A. Not in his best interest lie. That
4 would be between him and his attorney. But his
5 attorney stated to me that he wanted to keep it in
6 place for that reason. I don't know the
7 discussions Adam Lee had with Dr. Grist.

8 Q. And so in going through your invoices,
9 you agree with me that very little time was spent
10 with Dr. Grist?

11 A. I would not agree with that. I would
12 say that I two to three visits to visit with Dr.
13 Grist, and normally I would have one visit which is
14 required as Guardian Ad Litem. So I went above and
15 beyond what the statute requires.

16 Q. Three visits in three years is a lot?

17 A. I would not say it's a lot; it's more
18 than I do in most cases for Guardian Ad Litem work.

19 Q. And you're charged with telling the
20 court what rights should be taken away from him and
21 what rights should be retained, and you feel like
22 three visits in three years to determine a mans
23 freedom should be taken away?

24 MR. SUGGS: Object to the form.

25 THE WITNESS: Absolutely not. I have

1 to review a lot of information to come up with
2 that. And again, I go back to the examiners
3 reports that outlines what they feel what he can
4 do. And at end of day the court makes the
5 recommendation and final decision.

6 BY MS. THOMASON:

7 Q. Why would one examiners report be
8 privative than the other?

9 MR. SUGGS: Object to the form.

10 BY MS. THOMASON:

11 Q. Why would you on an examiners report
12 containing a filing and not a doctors report done
13 independently?

14 A. Because it's a court order form that
15 specifically has questions that are outlined that
16 go hand in hand with Guardian Ad Litem report.
17 Such as right to be restricted. His diagnosis.
18 Things of that nature. It's a court ordered form.

19 Q. Do you ever look at a report and go
20 this doctor couldn't possibly know all of this with
21 one 30 minute visit?

22 A. It doesn't say on the examiners report
23 how long the examination took.

24 Q. Well, for example, in the Schnabel
25 case -- Dr. Schnabel I believe -- Dr. Montjoy

1 states he spent 30 minutes with him. That's just
2 an example. In cases where a doctor spends 30
3 minutes with him, is it your opinion that that --
4 just because it's on the court form -- is
5 significant enough to make a determination of the
6 rest of that persons life?

7 MR. SUGGS: Object to the form of the
8 question.

9 THE WITNESS: I think it would depend
10 on the doctor and their evaluation process.

11 BY MS. THOMASON:

12 Q. Have you ever had a situation where you
13 said -- not of an independent, where you said as a
14 court examiner where you said I don't agree with
15 that person?

16 A. I do not.

17 Q. You would agree with me that Stacey
18 acted with everyone's consent as power of attorney
19 throughout this?

20 A. As financial power of attorney. Yes.

21 Q. Despite everybody trying to have that
22 removed. They did -- it came to pain that
23 everybody was in agreement about her being power of
24 attorney, you would agree with that?

25 MR. SUGGS: Object to the form.

1 THE WITNESS: I would agree that the
2 court ordered for her to pay the professionals.
3 That was the court order.

4 BY MS. THOMASON:

5 Q. The Court didn't order her to pay the
6 professional until three years after. During the
7 time everybody is fighting over the power of
8 attorney -- well, I take that back. There was an
9 order even earlier than that at the same time the
10 court saying there's a dispute about power of
11 attorney but pay this?

12 A. That's up to the court.

13 Q. Is anything up to you?

14 A. I make recommendations to the court,
15 but at the end of the day the final decision is up
16 to the court.

17 Q. You understand that when you rely on
18 one party over anyone else that that's outside of
19 the scope of your services?

20 MR. SUGGS: Object to the form of the
21 question.

22 BY MS. THOMASON:

23 Q. You understand you're charged with
24 being objective. Which means you have to talk all
25 parties and have to weigh that? You understand by

1 just relying on her that's a problem? Just on
2 Mickie?

3 MR. SUGGS: Object to the form of the
4 question.

5 THE WITNESS: I did not rely on just
6 Mickie. I talked to and spoke to all of the
7 attorneys and met with them to be able to gain any
8 information about their clients and their position.
9 It was not just Mickie Grist. I always remain
10 objective as I can in all Guardian Ad Litem cases.
11 BY MS. THOMASON:

12 Q. So March 16th, 2022.

13 A. Is this an email?

14 Q. It's an email. Browning 458. Adam
15 sends an email out to everyone. "Just for
16 everyone's information. I received a call from Kim
17 Thomason today. Based on the phone conversation it
18 is our understanding that Stacey Grist as power of
19 attorney became the substitute counsel for Mike
20 Bridges. She's going to file a motion." Later in
21 this he says, "I think I can file a motion to stop
22 it." So did y'all have discussions about whether
23 or not it was a problem for y'all if I got
24 involved.

25 A. I did not.

1 Q. You had no discussions about the email
2 that you were going to be involved on?

3 A. We had discussions that you were
4 getting involved, and I said, "Thank you for the
5 information."

6 Q. So you weren't part of the strategy to
7 make sure that didn't happen?

8 MR. PROVENCE: Object to the form of
9 the question.

10 MR. SUGGS: Object to the form of the
11 question.

12 THE WITNESS: No.

13 BY MS. THOMASON:

14 Q. Did you think it's a problem when you
15 have a durable power of attorney in any situation
16 that disagrees with the guardian?

17 MR. SUGGS: Object to the form of the
18 question.

19 THE WITNESS: That would be a problem.
20 Yes.

21 BY MS. THOMASON:

22 Q. Do you think that's why the court said
23 you don't have both?

24 MR. PROVENCE: Object to the form of
25 the question.

1 MR. SUGGS: Object to the form of the
2 question.

3 THE WITNESS: I don't know.

4 BY MS. THOMASON:

5 Q. Did you ever talk directly one on one
6 with Matt Myers?

7 A. Yes.

8 Q. Regarding filings? Regarding Dr.
9 Grist? Tell me about that.

10 A. Regarding Stacey Grist. What her
11 current position was. Any concerns that she had.
12 I spoke to him on multiple occasions. Filings.
13 Hearing. What their position was in regard to
14 third-party neutral. What their position was
15 regarding power of attorney. Multiple
16 communications with Mr. Myer.

17 Q. But you disagreed with every position
18 they had?

19 MR. SUGGS: Object to the form of the
20 question.

21 THE WITNESS: That's not true.

22 BY MS. THOMASON:

23 Q. You disagreed that Stacey could provide
24 the care for him?

25 A. I disagreed with that.

1 Q. Despite the fact that that's what Dr.
2 Grist wanted?

3 A. That's correct.

4 Q. Now, you made reports to the courts.
5 About multiple falls. About knives. About
6 threats. But in going through this, there are two
7 falls none in the timeframe you reported to the
8 court?

9 MR. SUGGS: Object to the form of the
10 question.

11 BY MS. THOMASON:

12 Q. And I have talk to Chris Krishell about
13 this, as you saw in the deposition. Why do you
14 know things not in the caregivers notes?

15 MR. SUGGS: Object to the form of the
16 question.

17 THE WITNESS: I don't know why they
18 didn't put information in the caregivers notes. I
19 did look at the email thread after going through
20 Mr. Krishell's deposition. There was a
21 communication that I had with the office and they
22 communicated with to me. So I considered that to
23 be I valid. Looking back at the email something
24 may have got lost in translation, and not
25 communicated to me, so that information may not be

1 completely valid.

2 BY MS. THOMASON:

3 Q. But that's for you the keep control of
4 him wasn't it?

5 MR. PROVENCE: Object to the form.

6 MR. SUGGS: Object to the form of the
7 question.

8 THE WITNESS: I would say that would be
9 part of the investigation.

10 BY MS. THOMASON:

11 Q. You presented that to the court as your
12 facts?

13 MR. SUGGS: Object to the form of the
14 question.

15 THE WITNESS: I can own present to the
16 court what was presented to me. And otherwise
17 would not question that if that information is
18 being disseminated to me. So, yes, I'm going to
19 rely on that.

20 BY MS. THOMASON:

21 Q. So your position is they presented you
22 false information and you presented that to the
23 court; is that fair?

24 MR. SUGGS: Object to the form.

25 MR. PEELE: Object to the form.

1 THE WITNESS: No, I don't know what
2 information -- just looking back at the email, it
3 appears somebody from the office gave me that that
4 information and it was translated.

5 BY MS. THOMASON:

6 Q. And it was lost in translation?

7 A. Because that's what it said in the
8 email. So I'm not sure why that's not in her
9 notes, or how many falls he had. But there was at
10 least two reported falls.

11 Q. But none reported during the time you
12 reported to court; isn't that true?

13 MR. SUGGS: Object to the form of the
14 question.

15 THE WITNESS: I'm not sure.

16 BY MS. THOMASON:

17 Q. Now, did Mickie tell you at any time
18 that she just wanted things to stay the way they
19 were under the old trust?

20 A. Not that I'm aware of.

21 Q. And so did Mickie tell you she
22 attempted to trick Dr. Grist to go to the doctor?

23 MR. PROVENCE: Object to the form.

24 BY MS. THOMASON:

25 Q. To Dr. Absher?

1 A. I do not believe so. I do not remember
2 a conversation where she was trying to trick him.

3 Q. Did she tell you anything about Dr.
4 Grist changing his trust or his financial power of
5 attorney?

6 A. I do not recall.

7 Q. You don't recall all that?

8 A. I do not.

9 Q. So in the house you didn't discuss his
10 estate plan at all?

11 A. Not that I recall. It would be more
12 about his healthcare. A decision that she was
13 making at the time.

14 Q. And so any testimony about she just
15 didn't want it to be that way you're not aware of
16 that?

17 MR. PROVENCE: Object to the form.

18 MR. SUGGS: Object to the form.

19 THE WITNESS: I'm sorry. I didn't
20 understand that at all.

21 BY MS. THOMASON:

22 Q. Any testimony that Mickie gave at her
23 deposition in which she states she doesn't believe
24 anybody did anything wrong, she just wanted it to
25 be the way it was -- she's talking about

1 financially -- you're not aware of that discussion,
2 that testimony, anything to that regard?

3 MR. PROVENCE: Object to the form.

4 MR. SUGGS: Object to the form.

5 THE WITNESS: I do not recall that.

6 BY MS. THOMASON:

7 Q. Okay. Through the course of this did
8 you learn anything about Mickie's background?

9 A. She provided information to me about
10 her background. I can't remember exactly what she
11 was employed as. Maybe a spiritual healer, or she
12 did something to that effect.

13 Q. But you didn't feel that it was her job
14 to look into the backgrounds of the individuals to
15 determine whether it would make sense to go with
16 what Dr. Grist's wishes were?

17 MR. SUGGS: Objection.

18 THE WITNESS: Which individual?

19 BY MS. THOMASON:

20 Q. Among the parties?

21 A. I'm not sure I understand that
22 question.

23 Q. You said there was a dispute among the
24 parties?

25 A. Yes.

1 Q. Did you look into why Dr. Grist chose
2 who he chose to be his decision maker?

3 A. I did not.

4 Q. And you gave thought as to what his
5 wishes were prior; is that correct?

6 A. I didn't have information about that.

7 Q. So let me ask you this here's an
8 addendum to your guardian report. Browning Emails
9 757.

10 A. I'm sorry. What's the date?

11 Q. This is an addendum to the Guardian Ad
12 Litem report just before the hearing.

13 MR. SUGGS: I'm sorry. Can you give me
14 the date again? Is it 04-07-22?

15 MS. THOMASON: It looks like June 15th,
16 2022. April 7th, 2022, I'm sorry, it went before
17 the court.

18 THE WITNESS: April 7th. Okay.

19 BY MS. THOMASON:

20 Q. You hadn't made a visit but you made a
21 visit to specifically discuss with Dr. Grist if he
22 knew me?

23 A. I need to review this report.

24 Q. I'll give you a minute.

25 A. Thank you. The visit to ensure his

1 well being and safety and in light of the fact that
2 he did not have a temporary guardian in place to
3 act on his behalf at the time.

4 Q. Your position is a temporary guardian
5 had expired at that time?

6 A. Correct. She not active at this time.

7 Q. "Dr. Grist appeared neat, clean. Long
8 term caregiver. Residence was neat and clean.
9 When questioned about the pending court case he
10 said he did not know anything about it. When
11 questioning who is attorney was he stated I don't
12 know. When questioned whether he requested to
13 retain counsel he said I don't know. Was unable to
14 tell me the names of his children. Was unable to
15 tell me what he had eaten he said I don't know."
16 And so you went to specifically ask him -- even
17 though you knew it was in the power attorney -- you
18 relied on -- let me back up. Did you rely on him
19 telling he didn't know who I was?

20 MR. SUGGS: Object to the form.

21 THE WITNESS: Who you were?

22 BY MS. THOMASON:

23 Q. Yes. On a basis for denying my
24 substitution of counsel?

25 MR. SUGGS: Object to the form.

1 THE WITNESS: I deny that. This was
2 for the bases off seeing his orientation at the
3 time. Seeing what he can remember. I normally do
4 that when I go out to make a visit.

5 BY MS. THOMASON:

6 Q. And so prior to this you had already
7 told the court on two separate occasions that he
8 didn't know anything?

9 A. That's correct. And I would always do
10 an analysis and ask questions of time and
11 orientation at that time.

12 Q. Did anyone ask you to go out there?

13 A. I believe there was discussion amongst
14 the attorneys for me to make a wellness visit. But
15 I had already decided that I was going to do that
16 since there was no one overseeing or making legal
17 decisions for him at that time.

18 Q. Again, this was a power of attorney and
19 power or attorney allowed to hire and fire counsel.
20 But is it not another example of where the power or
21 attorney is respected in some places and not
22 others?

23 MR. SUGGS: Object to the form.

24 THE WITNESS: True. The power of
25 attorney was financial, but there was no agreement

1 amongst the parties that who was going to be acting
2 in his stead since the temporary guardianship had
3 expired and no one else had been appointed.

4 BY MS. THOMASON:

5 Q. But the power of attorney gave all the
6 power that was needed?

7 A. Correct. But the attorneys were in
8 disagreement with that, so I was just waiting for
9 -- and there was no court direction on who was
10 making decisions at that time.

11 Q. Well, you would you agree with me that
12 attorneys weren't in disagreement of who was
13 writing checks to the attorneys where they?

14 A. I don't believe so.

15 Q. This is a July 13th, 2022 email. Tracy
16 Parsons to you.

17 MR. SUGGS: Can you give a Bates email?

18 MS. THOMASON: I'm sorry. Browning
19 Emails 744.

20 BY MS. THOMASON:

21 Q. "Jennifer, please read and give me
22 feedback before I send out." Tracy writes an
23 update and she asked you to give her feedback
24 first. Do you remember that?

25 A. I'd have to take a look at that first.

1 Q. And basically what she's talking about
2 -- and I'll let you look at it -- is his being
3 oversedated.

4 A. Yes. I do remember discussing this
5 with her. She was asking me about the specific
6 verbiage utilized in here and if it was appropriate
7 and I felt like it was.

8 Q. Because Dr. Grist was oversedated and
9 the caregivers brought that to your attention.
10 She's saying -- she's saying they prescribed
11 Vraylar?

12 MR. SUGGS: Object to the form.

13 THE WITNESS: Yes. That's the
14 information I received in the email. Yes.

15 BY MS. THOMASON:

16 Q. Did she also say she wanted to cut the
17 medication in half?

18 A. I'd have to look back at the email to
19 see if she said it. I don't see it in the email
20 there they are talking about cutting back. They
21 are talking about samples and medication. Is there
22 another email you're referring to?

23 Q. I may get to it in a minute. That was
24 simply says they are prescribing Vraylar for him?

25 A. Yes. And a very low dose. This is the

1 guardian.

2 Q. And this is the guardian going with him
3 to doctors appointment and she's giving the
4 background for Dr. Grist, correct?

5 MR. HILL: Object to the form.

6 THE WITNESS: I was not with her at
7 doctors appointments I'm not sure.

8 BY MS. THOMASON:

9 Q. Is it her job to give medical
10 background for Dr. Grist?

11 A. I would say as guardian, yes, she would
12 need no give medical information. Especially as a
13 new provider.

14 Q. And so Tracy would know if he had
15 alzheimer wouldn't she?

16 MR. HILL: Objection to the form of the
17 question.

18 THE WITNESS: I believe Ms. Parsons
19 would know if he was diagnosed with that if it was
20 in any medical record.

21 BY MS. THOMASON:

22 Q. Do you know anything about Vraylar?

23 A. I had never heard of the medication.

24 Q. Do you realize -- well, I'll tell you.
25 Vraylar is to ever be used in elderly adults -- I

1 mean, it's a box warning not to give to elderly
2 adults suffering from dementia. It causes brain
3 damage.

4 MR. HILL: Object to the form of the
5 question.

6 THE WITNESS: It was prescribed by a
7 doctor it was not prescribed by me.

8 BY MS. THOMASON:

9 Q. Yeah. But he was under your care as
10 Guardian Ad Litem, he was under Tracy's care as
11 guardian, and this is what he looks like now?

12 MR. SUGGS: Object to the form of the
13 question.

14 MR. HILL: Object to the form of the
15 question.

16 BY MS. THOMASON:

17 Q. Yeah. But I would ask you as you're
18 sitting here today, do you believe you had any
19 responsibility for the shell of a man he is now?

20 MR. SUGGS: Object to the form of the
21 question.

22 MR. HILL: Object to the form of the
23 question.

24 THE WITNESS: I believe I looked out
25 for his best interest. Again, the medication was

1 prescribed by the medical doctor.

2 BY MS. THOMASON:

3 Q. Did you discuss with Tracy whether she
4 told the hospital that he was on Vraylar when he
5 was admitted to the hospital in August?

6 MR. HILL: Object to the form of the
7 question.

8 THE WITNESS: I do not recall.

9 BY MS. THOMASON:

10 Q. Are you aware of what he was given in
11 the hospital?

12 A. I am not.

13 Q. So you don't know what they gave to him
14 at the hospital?

15 MR. HILL: Object to the form of the
16 question.

17 THE WITNESS: I do not.

18 BY MS. THOMASON:

19 Q. You're Guardian Ad Litem and Tracy is
20 guardianship he was then given Haloperidol. Do you
21 know what happens or if it's contradict of Vraylar
22 because of the seriousness of the side effects?

23 MR. SUGGS: Object to the form of the
24 question.

25 THE WITNESS: I have no idea.

1 BY MS. THOMASON:

2 Q. Tell me this. When courts don't
3 appoint you initially and you're contacted by
4 attorneys prior to the ex parte filing, is it
5 always through attorneys, or are you sometimes
6 contacted by an individual party saying we need a
7 finding of incapacity?

8 A. It's always through the attorneys, or
9 probate court contacting me. Obviously.

10 Q. Okay. Now, through the course of this
11 I've seen a lot you saying shouldn't this person be
12 on the order? Shouldn't Heather Skalzo be copied
13 on this? And the attorneys will come back and say
14 no because she's not in it anymore. You're
15 Guardian Ad Litem. You know enough about the legal
16 proceedings to be concerned about lawyers that are
17 on individual emails?

18 A. I am concerned to make sure that
19 everyone is inclusive if they are involved in the
20 case. I do want to make sure my emails going out
21 and disseminated. Yes.

22 Q. And there's some direct communication
23 with you and the court. Actually, a lot of direct
24 communication with you and the court. July 21st,
25 2022, you reached out directly to Sherri Dykes, and

1 you're the only two on this. "I spoke with Tracy
2 and she said the court would order for her
3 attorneys fees to be paid. Can you ask for me too
4 Sherri? I don't feel I should have to pay out of
5 pocket for representation as Guardian Ad Litem."
6 So you had a relationship with Sherri to ask for
7 your attorneys fees to be paid too?

8 A. Normally I would email Sherri Dykes.
9 We don't email the judges to directly to ask if we
10 would be able to be compensated. I was asking to
11 be out of the case at that time because I was being
12 sued by your law firm.

13 Q. And she tells you need to have your
14 attorney file something with us and then the judge
15 can have a hearing?

16 A. Correct. And that happened.

17 Q. But Tracy told you the court was going
18 to award attorneys fee?

19 A. She wouldn't have that knowledge base.
20 I mean, she said that, but it really is up to the
21 cow.

22 Q. Why aren't you copying all of the
23 parties on this?

24 A. I'm asking Sherri directly if she's
25 going to ask the judge if I'm going to be

1 compensated for attorneys fees before I put down a
2 \$5,000 retainer fee for Mr. Fore.

3 Q. When you retained Mr. Fore you were
4 aware of what the allegations were in this case?

5 A. Yes.

6 Q. And again, that was Judge Jennings
7 approving?

8 MR. SUGGS: Object to the form of the
9 question.

10 THE WITNESS: I don't know which Judge
11 Sherri Dykes went to ask that question.

12 BY MS. THOMASON:

13 Q. Well, I think we talked earlier that
14 Judge Jennings signed that order.

15 MR. SUGGS: Object to the form of the
16 question.

17 THE WITNESS: He did sign that order
18 but there's multiple judges in the office.

19 BY MS. THOMASON:

20 Q. How many cases are you serving as a
21 guardian right now on?

22 A. Approximately -- I'd have to look at my
23 client record. I believe four. Possibly five.

24 Q. And do you have counsel on those cases?

25 A. I do not.

1 Q. Okay. But Adam and Mike are still
2 representing you in the Steven Moore case?

3 A. That's correct. And Mr. Dodd.

4 Q. Mr. Dodd. Okay. Now, I'm going to go
5 back to something you said earlier. You said that
6 you had gotten it secondhand from Comfort Keepers
7 each. That the office would have told you
8 something. If he fell, or the knives accident for
9 example?

10 A. Correct.

11 Q. On April 20th -- and this does not have
12 a Bates number. This is an April 20th email from
13 you to Adam Lee. It has my office on it. Matt
14 Myers office on it. Hall. Tyler McCloud. You
15 said you had a call with Chris Krishell at Comfort
16 Keepers and the nurse Chris. And again this is
17 just prior to the hearing to extend. Is it a
18 coincidence that he has a significant decline every
19 time that you're on the eve of the hearing to
20 extend the guardianship?

21 MR. PROVENCE: Object to the form.

22 MR. SUGGS: Object to the form.

23 THE WITNESS: In regards to that, no.
24 I'm just disseminating information.

25 BY MS. THOMASON:

1 Q. But you talked to both the nurses?

2 A. I believe they were on the phone.

3 Q. Okay. And you're saying that EMS was
4 contacted but they wouldn't take him?

5 A. That was my understanding, yes. And
6 there was no legal guardian in place at that time.
7 Which is why they relayed the information to me to
8 disseminate to the group.

9 Q. But again, is there a reason that
10 that's not in the caregivers note?

11 MR. SUGGS: Object to the form of the
12 question.

13 THE WITNESS: No. I don't do the
14 caregiver notes for Comfort Keepers.

15 BY MS. THOMASON:

16 Q. Okay. Now, at the time he was released
17 from the hospital -- or being released from the
18 hospital on August of 2022 -- this was the first
19 week of August, and Tracy's recommendation, -you
20 were copied on it -- was that he go to a facility
21 and that hospice be called. Do you recall that?

22 A. I do.

23 Q. Because he was terminal?

24 A. Sorry. A rehab facility. I didn't
25 recall them saying he was terminal.

1 Q. Are you aware of what happened when he
2 left the hospital?

3 A. My understanding was that Stacey Grist
4 was in charge of the discharge. I did speak to the
5 ER social worker -- I cannot recall her name -- and
6 he returned home with 24/7 care. I believe there
7 were two different caregivers there at that time
8 provided by two different services. First Light
9 and Comfort Keepers.

10 Q. But you made a note the to court that
11 you didn't think that was sufficient?

12 A. I'd have to see that in writing. I
13 don't know what that was in reference to.

14 Q. I'll have to go. But you report to the
15 court there wasn't a bed. Do you recall that?

16 A. I do. I think it's the addendum, or is
17 it not in the email? There were specific
18 recommendations from the hospitalist, and the ER
19 social worker in regards to what should be in the
20 home for his care and for his needs. And again,
21 looking out for his best interests and what should
22 be at the home. Yes, I let them I know that those
23 things were not onsite. And I wanted them to be
24 available since there was not a legal guardian in
25 place to implement.

1 Q. Are you aware that Mickie Grist filed
2 an ex parte motion to visit because he was presumed
3 to be on deaths bed?

4 A. I do recall that she did fil something
5 to be able to make visitation. Yes.

6 Q. And it was your position that y'all
7 should be over his care?

8 A. The court appointed me as Guardian Ad
9 Litem. At that point I had not recused myself, and
10 I believe you brought the lawsuit at that point.

11 Q. But it was you position that you were
12 better able to take care of him than Stacey?

13 A. That's not true.

14 Q. Well, then why were you seeking to have
15 it extended and objecting to her being in control
16 his care?

17 MR. SUGGS: Object to the form.

18 THE WITNESS: Is there a consent letter
19 in regards to that?

20 BY MR. THOMASON:

21 Q. No. There's a recommendation in this
22 email.

23 A. Okay. I recommended definitely he
24 would have visitation with his family. I feel like
25 that needed to be open to him.

1 Q. Are you aware of the stress seizures he
2 has every time Mickie comes into the room?

3 MR. PROVENCE: Object to the form.

4 THE WITNESS: I believe Comfort Keepers
5 gave information that he became distressed upon
6 multiple visiting. Yes.

7 BY MS. THOMASON:

8 Q. Multiple members or Mickie and
9 Caroline?

10 A. Mickie and Charlotte -- yes, I'm sorry.
11 Carolyn and Mickie.

12 Q. Are you aware that Stacey has taken
13 care him since August of 2022?

14 A. I do not have any information on Dr.
15 Grist since I relived from the case.

16 Q. Well, do you have any thoughts on the
17 fact that he has lived and is now released from
18 hospice?

19 A. I would say I'm happy for him for that.
20 I'm glad that he is stable. I have not seen him.
21 So I'm wouldn't have any opinion on what happened
22 or care he's receiving now.

23 Q. Did you believe that that's what would
24 have happened if Stacey hadn't pushed to take
25 control of his care?

1 MR. PROVENCE: Object to the form.

2 THE WITNESS: I don't know.

3 BY MS. THOMASON:

4 Q. Well, he was on deaths door when she
5 got control back; isn't that true? That was your
6 position in August.

7 MR. PROVENCE: Object to the form.

8 MR. SUGGS: Object to the form.

9 THE WITNESS: I don't think that was my
10 position. I would like to see Ms. Parsons email.

11 BY MS. THOMASON:

12 Q. Well, I just handed it to you.

13 A. I would like the see Ms. Parsons email
14 in regards to him being referred to hospice and
15 that he was on deaths door and my response to that.

16 Q. When I say, "death's door," that was
17 Mickie's filing where they granted the ex parte
18 visitation because he was not expected to live.

19 A. Okay.

20 Q. And you supported that motion?

21 A. I supported her to receive visitation
22 to see her father. Absolutely.

23 Q. Regardless if that was in his best
24 interest or not?

25 MR. SUGGS: Object to the form.

1 THE WITNESS: The court ordered that
2 and I supported that that he would be able to see
3 him family.

4 BY MS. THOMASON:

5 Q. But you supported that prior to the
6 court order?

7 A. Yes, I did.

8 Q. And did you give any consideration as
9 to how detrimental that would be to his health?

10 A. We determined at that time we would see
11 how the visitation went and if it didn't go well we
12 would go back an revisit that. That was my
13 understanding. And I do believe he had some
14 visits, from what I recall, that were more positive
15 visits.

16 Q. And where have you reviewed that?

17 A. That would be information that I have
18 received from the attorneys.

19 Q. Not actual caregivers notes or records
20 of the seizures?

21 A. No. Information from the attorneys.

22 Q. Or his doctors that diagnosed him with
23 stress seizures?

24 A. I wouldn't reach out to his doctors
25 regarding that. I would really on information

1 given to me.

2 Q. At one point you rely on one doctors
3 report and the rest of the time it's not your job
4 to look at doctors reports?

5 MR. SUGGS: Object to the form of the
6 question.

7 THE WITNESS: I rely on the doctors
8 reports that were submitted to the probate court
9 and there were three.

10 BY MS. THOMASON:

11 Q. Do you think that's an independent
12 report?

13 A. I think in following the guidelines and
14 the statues regarding the Guardian Ad Litem report.

15 Q. Do you think the statute was followed
16 in this case?

17 A. I do.

18 Q. You do?

19 A. Yes.

20 MS. THOMASON: All right. Guys give me
21 a few minutes. Can we take ten?

22 MR. SUGGS: Sure.

23 THE WITNESS: Sure.

24 (A recess transpired at 2:30 p.m.)

25 (Testimony resumed at 2:37 p.m.)

1 BY MS. THOMASON:

2 Q. Back on the record. Did you discuss
3 your testimony with anyone?

4 A. No, ma'am.

5 Q. Okay. I have just a couple of more
6 things to cover.

7 A. Okay.

8 Q. When you went to Adam's and office to
9 review the video that was produced regarding Kerrie
10 McCreary and Dr. Grist. I think you said you were
11 there, Tracy was, and Adam and Mike?

12 A. That's correct.

13 Q. When you reviewed that video, what were
14 your discussions regarding that video?

15 A. The discussions were that it would be
16 reported to the police, and we decided that Tracy
17 Parsons as legal guardian was responsible for doing
18 that.

19 Q. You didn't have a discussion that there
20 was nothing to it?

21 A. No.

22 Q. Adam didn't believe there was nothing
23 to it?

24 A. Not that I recall.

25 Q. And so at that meeting in July -- I

1 think it was in July, at that meeting the
2 determination was made to contact the police?

3 A. That's correct. And also to remove the
4 caregiver and contact Comfort Keepers. Which I
5 believe the caregiver may have been removed
6 previously. I'll have to look at the email.

7 Q. Do you recall receiving an email where
8 Tracy had determined to let sleeping dogs lie
9 regarding the report to the police?

10 MR. SUGGS: Objection to the form of
11 the question.

12 THE WITNESS: I do not. Not that I can
13 recall.

14 BY MS. THOMASON:

15 Q. Why was it just you and Tracy and Adam
16 and Mike that were involved in that?

17 A. They asked us to come over as guardian
18 and Guardian Ad Litem and to make -- based on our
19 review of that information if the report needed to
20 be made.

21 Q. Why didn't you report that to the
22 court? Why wasn't that in any of your reports?

23 A. Tracy Parsons reported that to all
24 parties. My understanding was that she had copied
25 that to all parties.

1 Q. You reported whether it he had falls,
2 whether it was misinformation or not. You reported
3 that they may be knives on the counter. You didn't
4 think you needed to report that?

5 A. We decided Tracy Parsons was going to
6 report that information as legal guardian.

7 Q. You didn't discuss those type things
8 with Tracy when you reported the falls or the
9 knives you did it on your own. You didn't go
10 through there. Something this serious wasn't it
11 your responsibility as Guardian Ad Litem to report
12 that to the court?

13 MR. SUGGS: Object to the form.

14 THE WITNESS: I believe our
15 conversation was it needed to be reported to the
16 court, and we made the decision that Tracy Parsons
17 as legal guardian would do that.

18 BY MS. THOMASON:

19 Q. I'm asking you. You didn't make that
20 determination in any other report that you made?
21 You reported every small detail you felt would
22 extend.

23 A. Correct.

24 Q. So why didn't you report this?

25 MR. SUGGS: Object to the form of the

1 question.

2 THE WITNESS: I knew that Tracy Parsons
3 was going to send that email, and I concluded that
4 she did. So it has been reported to the Court.

5 BY MS. THOMASON:

6 Q. But she didn't did she?

7 MR. HILL: Objection to the form of the
8 question.

9 MR. SUGGS: Object to the form.

10 THE WITNESS: My understanding was that
11 she was copied the court on all of the emails to
12 all of the attorneys.

13 BY MS. THOMASON:

14 Q. But you don't know that?

15 A. I'd have to look at the email.

16 Q. But it's your position as you sit here
17 today it wasn't required to go in your report as
18 Guardian Ad Litem?

19 A. It was my responsibility as Guardian Ad
20 Litem that the guardian reported to the court and
21 to the rest of the attorneys.

22 Q. Did you review the video with Paul the
23 caregiver?

24 A. I did not.

25 Q. Were you made aware of the situation

1 where Paul put his hands on Dr. Grist?

2 MR. PEELE: Object to the form.

3 THE WITNESS: I do not recall being
4 informed about it.

5 BY MS. THOMASON:

6 Q. Okay. There where some discussions you
7 were copied on regarding the cameras in the home.
8 Tracy wanted those removed, and she referenced
9 undue influence as her reason. Were you in
10 agreement that the cameras needed to be removed?

11 A. I didn't have a position one way or the
12 other. I let her make that decision.

13 Q. As Guardian Ad Litem you didn't think
14 it was a good idea to have cameras on caregivers in
15 the house?

16 A. I would leave that to her discretion as
17 legal guardian.

18 Q. How do you determine what's your
19 responsibility to the report to the court and
20 what's not?

21 A. If the guardian is going to make a
22 report and we have a discussion about that.
23 Everything was reported to the court except that
24 one incident, which she stated she was going to
25 report that to the court. So in other instances as

1 Guardian Ad Litem I make reports as needed when I
2 feel like the information is pertinent. In that
3 situation Ms. Parsons stated that she was going to
4 make the report the court, and copy all parties,
5 and call the police, and Comfort Keepers.

6 Q. You did not do nothing independently
7 did you?

8 A. I called Comfort Keepers to confirm the
9 caregiver had been removed.

10 Q. Did you do anything to confirm she had
11 talked to the police?

12 A. She stated she had talked to the
13 police.

14 Q. Now, over this case is it your
15 testimony that Dr. Grist was treated fairly and
16 objectively?

17 MR. SUGGS: Object to the form.

18 THE WITNESS: By who?

19 BY MS. THOMASON:

20 Q. By you as Guardian Ad Litem?

21 A. Yes.

22 Q. And as you sit hear today, you have no
23 opinion on the appropriateness of the judge and
24 lawyers representing adverse parties in other
25 matters at the same time they were in this case?

1 A. I would leave that up to the court to
2 make that determination.

3 Q. You don't think that's in your role as
4 the Guardian Ad Litem in watching out for the best
5 interest of the client to look at it objectively
6 and bring that to the courts attention?

7 MR. SUGGS: Object to the form of the
8 question.

9 THE WITNESS: Absolutely. I need to
10 look out for the best interest of the alleged
11 incapacitated individual and to remain as objective
12 as possible.

13 BY MS. THOMASON:

14 Q. You don't think it's your obligation as
15 a Guardian Ad Litem to say to the court, "Hey, Your
16 Honor, you're representing me in another case. I
17 don't think you should rule on my fees?" That's
18 not your job?

19 A. I did not do that.

20 MS. THOMASON: That's all I have.

21 MR. PROVENCE: I just have a couple.

22 CROSS-EXAMINATION

23 BY MR. PROVENCE:

24 Q. Were you ever informed that Charlotte
25 was willing to serve as healthcare power of

1 attorney?

2 A. It was my understanding she was not
3 willing to serve.

4 Q. Do you know how -- who informed you of
5 that?

6 A. I do not recollect.

7 Q. Okay.

8 A. And that could be an inaccurate
9 statement.

10 Q. Were you aware of questions of the
11 validity of the healthcare power of attorney?

12 A. Yes.

13 Q. And did Stacey consent to extend the
14 guardianship?

15 A. I believe that she did.

16 MR. PROVENCE: That's all I have.

17 THE WITNESS: Okay.

18 MR. SUGGS: Gentlemen?

19 MR. HILL: This is Josh Hill
20 representing Tracy Parsons. I don't have any
21 questions.

22 MR. PEELE: I don't have any questions
23 either.

24 MR. WATKINS: Me either.

25 MR. SUGGS: I don't have any questions.

1 MS. THOMASON: I have one followup.

2 REDIRECT EXAMINATION

3 BY MS. THOMASON:

4 Q. When the parties consented to the
5 extension -- and I think you already testified it
6 was. Wasn't that based on the fact that Dr. Grist
7 would continue to work?

8 MR. SUGGS: I'm sorry. One more time.

9 THE WITNESS: I'm sorry. Can you
10 repeat that question?

11 BY MS. THOMASON:

12 Q. The consent. The email where Adam says
13 January 25th of 2021 established.

14 A. Where he's established those right?

15 Q. So the consent was based on those
16 rights?

17 MR. SUGGS: Object to the form.

18 THE WITNESS: I'm unsure.

19 BY MS. THOMASON:

20 Q. I think you testified that that was
21 just prior, but I'm just trying -- I mean, when the
22 parties were consenting one of the things were --
23 what they were consenting to was his ability
24 permission to work without consent from the
25 guardian?

1 A. I do not recall.

2 Q. Well, it's your recommendation to the
3 court that he be able to work.

4 A. In my final report.

5 MS. THOMASON: Okay. Nothing further.

6 (The deposition was concluded at 2:46 p.m.)

7 (The witness, after having been advised of her
8 right to read and sign this transcript, does not
9 waive that right.)

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CERTIFICATE OF REPORTER

I, Debrina L. Jones, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that prior to the commencement of the examination, JENNIFER BROWNING, was duly sworn by me to testify to the truth, the whole truth and nothing but the truth.

That the foregoing is a verbatim transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth, to the best of my ability.

Further certify that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 4th day of May, 2024 at Greenville County, South Carolina.

Debrina L. Jones, Court Reporter
My Commission expires March 25, 2026

In the Matter Of:

Grist V. Grist

2022-CP23-04055

TRACY PARSONS

October 09, 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, TRACY PARSONS
GRIST V. GRIST

October 09, 2024

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,)

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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



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TRACY PARSONS
Grist V. Grist

October 09, 2024

EXHIBITS

NUMBER	DESCRIPTION	PAGE

(No exhibits marked.)

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MONTHS FROM DATE OF CERTIFICATION.



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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 118 Merryfield, M-e-r-r-y-f-i-e-l-d, Drive
19 Greenville 29615.

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?

TRACY PARSONS
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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.

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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 6/24/95.

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 7/1/70.

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

Kaitlin A. Guertin, CVR

My Notary Commission Expires: November 6, 2030



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STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT
COUNTY OF GREENVILLE) C.A. NO. 2022-CP-23-04055

STACEY GRIST, et al	)
Plaintiff,	)
versus	)
	)
PRISCILLA MICKIE GRIST, et al	)
Defendant.	)

H E A R I N G

DATE: October 16, 2024
LOCATION: South Carolina Circuit Court 13
JUDGE: Perry H. Gravely

TRANSCRIBED BY: Lynda Monroe

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IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDING

2 MR. PURIEFOY: Your Honor, I guess my only concern
3 would be the fact that had the motion been filed with
4 (inaudible) maybe it would've given me a little bit more of
5 an opportunity to address the substantive arguments. The
6 motion was filed a few days before the memo, itself, and so I
7 don't think it's procedurally proper to proceed on that
8 particular issue but, at the same time, if we think that this
9 is going to cause --

10 THE COURT: I'm saying I'll leave it up to you. Do you
11 want to hear it or do you want to have -- and I could also
12 leave it open and say do you want to -- since he -- and I'm
13 just talking about this one because it was only filed on
14 October the 10th. Way to remedy that, hear everything, if
15 you feel like you need some additional time to respond to
16 Trey's (phonetically) memo or motion filed October the 10th,
17 I'll let you do that.

18 MR. PURIEFOY: Well, I think that also brings us to the
19 next point. One of the other procedural issues that we're
20 having in this case relates to Ms. Parson's Motion for
21 Summary Judgment. So Ms. Parson's was noticed for a
22 deposition in this case back in February of this year. After
23 her sending that Notice of Deposition as I'm sure you're well
24 aware, a letter went out concerning several federal court
25 claims that were going to be brought against a number of

1 defendants.

2 THE COURT: (Inaudible.)

3 MR. PURIEFOY: Well, so, Your Honor, so subsequent to
4 the issuance of the deposition notice, my office, along with
5 our co-counsel, Dessa Ballard (phonetically), Paul Halsey
6 (phonetically) and Chree Durant (phonetically), sent a letter
7 to a number of defendants indicating that we planned on
8 bringing a federal court RICO action in the coming weeks.

9 In response to that correspondence, Your Honor, Mr.
10 Dowling objected to Ms. Parson's deposition which was to take
11 place on May 22nd. On May 21st, he indicated that he would
12 not allow his client to sit so as not to allow her to be
13 subject to multiple depositions in both the state and the
14 federal court case.

15 On the same day, Mr. Dowling filed an Order of
16 Protection that was then heard. It was rendered moot because
17 the Plaintiff's had moved for a motion to stay those
18 proceedings. Of course, the rational being if the stay was
19 granted, no deposition would be taken in the State case but
20 if the stay was denied, which it ultimately was, then I would
21 have an opportunity to take her deposition.

22 The problem I'm having, Your Honor, is that objection
23 was never withdrawn, it remains, and I think perhaps more
24 importantly, we filed a motion to alter and amend on a rule
25 59 the denial that motion to stay. So I think moving forward

1 on a summary judgment when we still have a pending motion to
2 be determined, I believe it's by Judge Morgan, on that motion
3 to stay I think becomes problematic.

4 THE COURT: (Inaudible.)

5 MR. PURIEFOY: I don't know if I'd -- I disagree, Your
6 Honor.

7 MR. SNELLING: Your Honor, Curtis Snelling. I can
8 address that.

9 THE COURT: (Inaudible). My question of it relates to
10 trace evidence motion.

11 MR. PURIEFOY: I guess I'll say this, Your Honor, if
12 the Court is going to decline to proceed on the Parson's
13 matter based on the arguments that were just presented, I
14 guess I don't see a need for delaying the *Suggs*
15 (phonetically) hearing, as well.

16 THE COURT: I think at this point since we're here, you
17 all filed a bunch of stuff, I've looked at most of it, just
18 go ahead and proceed but, again --

19 MR. PURIEFOY: I guess my only question will be is --

20 THE COURT: I mean, at the end of it I can say I base -
21 - I'd like to hear this before I kind of rule on your
22 objection regarding the deposition of Ms. Parsons.

23 MR. PURIEFOY: Certainly, Your Honor.

24 THE COURT: I mean I think that. So (inaudible). Are
25 you going to continue to (inaudible), Mr. Price, now that

1 I've given you permission to participate?

2 MR. PRICE: Your Honor, I appreciate that and I will
3 step forward.

4 THE COURT: Okay. Yes.

5 MR. WALIKENS: Your Honor, Mark Walikens covering for
6 Tom Bravo representing Ms. McCreary (phonetically) in this
7 matter. We did not file a motion, Your Honor, but as a party
8 defendant just here observing.

9 THE COURT: Okay.

10 MR. WALIKENS: Yes, sir.

11 THE COURT: All right. I'm going to let the person who
12 filed first way back -- actually, well, (inaudible), so I'll
13 be glad to hear from -- let's hear the motion of Kiki's Kare,
14 et al, first.

15 MR. PEEL: Yes, sir. May it please the Court. Robert
16 Peel for Chris Couchell, Erin Couchell and Kiki's Kare. I'm
17 going to kind of give you a brief summation of how we got
18 here. This case has a long and torched history, as you
19 already know. You've already looked at all the
20 documentation. In summary, Dr. Grist was a prominent
21 veterinarian here in the Greenway area and (inaudible) Estate
22 Planning was to develop a trust for his wife and children.

23 Years later, he developed dementia and his competency
24 was contested. And then a dispute grew in between the family
25 about his -- Dr. Grist's Power of Attorney and whether or not

1 he was competent. Litigation ensued in probate court where
2 the probate judge approved or appointed a temporary guardian
3 and a guardian ad litem and then on July 20th, 2020, Jennifer
4 Browning, who was appointed guardian ad litem, contacted the
5 Comfort Keepers and ask if they could provide 24/7, around-
6 the-clock care for Dr. Grist.

7 I know you've read the lawsuit. The complaints against
8 Erin Couchell, Chris Couchell, and Kiki's Kare have to do
9 with three things I think. One, they allege sexual abuse;
10 two, they allege that Kiki's Kare over prescribed medication
11 to Dr. Grist, and third, that they said that Dr. Grist was
12 physically assaulted.

13 So, I'm going to start there and I'll start with the
14 most serious one I think with the sexual abuse. And I sent
15 videos to the Court showing the alleged sexual abuse because
16 Dr. Grist had cameras in his house. I maintain, just as an
17 aside, not just as -- not as Kiki's Kare's position on this,
18 but I reviewed the video and it looked consensual to me and
19 Dr. Grist actually started it.

20 Well, then, you're going to tell me, Mr. Peel, this was
21 a vulnerable adult. There's no way that defense flies. I'll
22 say, Judge, you're probably right about that. So, I'm going
23 to address what Kiki's Kare did when they learned about the
24 sexual abuse.

25 First of all, point one is that Plaintiffs cannot prove

1 that Kerry McCreary was acting in the course and scope of her
2 employment when she engaged in sexual encounters with Dr.
3 Grist. There was no way that she was furthering the duties
4 and responsibilities of her employer. She was definitely
5 acting outside the scope of her employment. That's one.

6 Secondly, when Kiki's Kare finding out about the
7 alleged sexual abuse, assault, romance, whatever you want to
8 call it, they called Kerry McCreary into the office, they
9 interviewed her, they got her position, they promptly
10 terminated her, they reported it to law enforcement, they
11 reported it to DHEC, they reported it to LLR, and they did
12 all the appropriate things. Secondly, Kiki's Kare is
13 protected under the Omnibus Adult Protection Act because they
14 are mandatory reporter for DHEC.

15 So taking into account the Omnibus Adult Protection
16 Act, they are a mandatory reporter which also in the act and
17 also states that they're immune to civil liability.

18 Another point to the sexual abuse thing or negligent --
19 another piece of this is negligent hiring and, once again,
20 Kiki's Kare acted appropriately because they performed a
21 background check on her, they verified their employment.
22 There was no allegation past anything to do with sexual
23 abuse. That was not foreseeable to Kiki's Kare. I think
24 foreseeability is part of the law when it comes to when it
25 comes to negligent hiring. You know, the employee has got to

1 foresee something like this happening, and they could not.

2 You know, going back to the over prescribing
3 medications, Kiki's Kare provides 24/7 home healthcare.
4 They're not a doctor, they're not a hospital, they're not a
5 pharmacist. They don't prescribe medication. So to say that
6 Kiki's Kare overly prescribed medication to Dr. Grist is
7 factually inaccurate.

8 You know, I don't know, Judge, and I don't know if you
9 have ever had anybody suffer from dementia but it's a very
10 sad disease. I mean, people lose their cognitive ability to
11 do things and they don't know why they've lost their ability
12 to do things and naturally they get frustrated because they
13 don't understand why this happens to them. If you read
14 studies about dementia due to this body-changing experience,
15 people become frustrated when they have dementia and they act
16 out because they don't know what's happening to them, and I
17 had a family member, as well, suffer from dementia. I've
18 seen it firsthand. It's very sad. But when people get
19 dementia, they act out sometimes and Plaintiffs, thus far, in
20 this case have made the allegation that Comfort Keepers'
21 employees physically assault Dr. Grist and they (inaudible) a
22 video, which I've shown the Court.

23 They were -- first of all, you can't see anything. You
24 hear Dr. Grist yelling. That is a normal symptom of behavior
25 of somebody with dementia. I think people, like Ms. Parsons,

1 Ms. Browning, Comfort Keepers know about dementia and some of
2 the actions that happened.

3 THE COURT: Let me back up to your talking about
4 Omnibus Adult Protection Act. You said it gives them
5 immunity, but isn't that immunity relating to actions arising
6 out of their reporting of that and not the underlying action?
7 In other words, you can't -- under the Omnibus Act, you know,
8 you report that then you can't be sued for defamation or
9 those kinds of things but isn't the immunity relate to the
10 actual reporting of it and not the whatever the underlying
11 act is?

12 MR. PEEL: I -- the way I read the act, Your Honor, is
13 that you're immune from civil liability and if you don't
14 agree with me on that --

15 THE COURT: (Inaudible) person who acted didn't make
16 the report pursuant to this chapter or participates in
17 investigation resulting in the report is immune from civil
18 and criminal liability which, otherwise, result by reason of
19 this action. The action is the reporting of it or the
20 investigation of it.

21 MR. PEEL: Okay.

22 THE COURT: Now, again, that's just looking over this -
23 - looking at that and it's also rebuttable presumption.

24 MR. PEEL: Yes, sir. And if you don't agree with me,
25 if you feel it only --

1 THE COURT: I'm not saying I don't agree with you. I'm
2 just saying, you know, comment on that's the way I'm just
3 reading that statute. Sounds a little bit different, though,
4 than what you're saying but I'm open --

5 MR. PEEL: Yes, sir.

6 THE COURT: -- to argument.

7 MR. PEEL: Yes, sir.

8 Part of my argument is is that there are -- they are
9 protected from civil liability. Now, if you don't agree with
10 that, I still think the record demonstrates that once Kiki's
11 Kare found out about this, they reported it to law
12 enforcement to DHEC and I've already told you all that. They
13 did the appropriate things. They did not sit on this, they
14 did not ignore it, they didn't do anything negligent. They
15 did appropriate things.

16 You know, on a personal -- or in conclusion, on a
17 personal note, I will say that Chris and Erin Couchell have
18 been drug through the mud by Mr. Puriefoy law firm with this
19 action and with three RICO actions. It's taken a toll on
20 their physical and emotional health and I think, Judge, you
21 can end it now and say no more. I'm done with it. This is
22 ridiculous and you have the power to do that.

23 Thank you.

24 THE COURT: Like I instructed the jury at the end of
25 (inaudible), my decision will not be based on any sympathy,

1 prejudice, bias or anything like that. Just the last and the
2 facts. So, Mr. Puriefoy.

3 MR. PURIEFOY: Your Honor, I think as a preliminary
4 matter I want to just address the last thing I think that was
5 said which was that me and my law firm has drug someone's
6 name through the mud. I think it's an important
7 clarification, I'm not a named plaintiff in a single lawsuit.
8 I'm an attorney that's doing a job just as Mr. Peel is today,
9 and so to suggest that I am personally dragging someone's
10 name through the mud is to suggest that any attorney that
11 advocates for their client is doing the same which I think is
12 improper. But as it relates to the substantive arguments, it
13 appears as though contrary to the position taken in Mr.
14 Peel's memoranda that was filed in support of its Motion for
15 Summary Judgment, they are now conceding the fact that Dr.
16 Grist was incapacitated at the time of the sexual assault
17 and, therefore, was not capable of consenting which was one
18 of the preliminary and primary grounds of -- in support of
19 their Motion for Summary Judgment in this particular case.
20 So I think it's important to know that.

21 Essentially, the entirety of Comfort Keepers' argument
22 in this case is that they admit that there were allegations
23 of sexual assault, they admit that there was a video, they
24 admit that it probably could rise to the level of sexual
25 abuse because he could not consent but what they've left out

1 and what was referenced in my memoranda in opposition to
2 summary judgment, Your Honor, was the deposition testimony of
3 Kerry McCreary, that individual that actually committed the
4 act.

5 She was questioned in her deposition, again, I cite
6 directly to the quotations in my brief, she was asked a
7 number of questions. She was asked, "Ms. McCreary, did you
8 have sex with Dr. Grist?" And her response was, "I'm
9 invoking my Fifth Amendment right." She was asked, "Did you
10 perform sex on Dr. Grist?" Her response was, "I'm invoking
11 my Fifth Amendment right." She was asked, "Did you kiss Dr.
12 Grist or has he ever seen you without clothing on?" Her
13 response was, "I'm invoking my Fifth Amendment right." And
14 so to suggest that there's nothing in the record that
15 demonstrates the validity of the allegation that Dr. Grist
16 was sexually assaulted is factually incorrect.

17 THE COURT: That wasn't their argument at all. Their
18 argument was even if -- the way I took it is, even if there
19 was, how does that (inaudible) how? How does that make them
20 responsible?

21 MR. PURIEFOY: Absolutely. So, Your Honor, that brings
22 us to the next point which is simply this. When you're
23 dealing with questions of agency was an individual acting
24 within or without the scope of their employment with their
25 employer, our courts in a number of cases, *Williams v Western*

1 *Union, Stevens v Moore*, have held, repeatedly, that questions
2 of agency are a question for a jury because they are fact
3 specific.

4 THE COURT: Well, when you talk about a sexual I think
5 there you have a case that says that that's a factual issue?
6 I mean, how can you even argue that that's within the scope
7 of her employment.

8 MR. PURIEFOY: Your Honor, it's --

9 THE COURT: Isn't a brothel.

10 MR. PURIEFOY: No, certainly not but, again, Your
11 Honor, the question is was she or was she not? That's not
12 for a judge, I don't believe, to decide at a Motion for
13 Summary Judgment. The question is based on the evidence
14 that's presented at trial, does it appear as though she was
15 furthering (inaudible)? She was in his home because she was
16 placed there by Comfort Keepers at the direction of the
17 guardian and the guardian ad litem. She was there to perform
18 a job. The question is did she deviate from that performance
19 but I think that's a factual question for the jury to make a
20 determination about.

21 Again, and the only way that that even becomes an issue
22 is if they can see that she sexually assaulted him and I
23 think that that's an important concession that would have to
24 be made because if they can see that there was a sexual
25 assault then I think we're dealing a completely different

1 ball game and so I don't know that we can get to the question
2 of well, how could she possibly have been acting within the
3 course and scope of her employment without an admission or a
4 stipulation by the Defendant that she did, in fact, sexually
5 assault him because what they've said is he couldn't consent.
6 But they've not said we agree with you that he was sexually
7 assaulted by this individual.

8 THE COURT: But if he wasn't there (inaudible) ballpark
9 at all.

10 MR. PURIEFOY: And I agree, Your Honor, but if he
11 wasn't -- again, that is the material fact that we're dealing
12 with. That's a genuine issue of material fact that would be
13 heard before a jury. They can most certainly argue he was
14 not sexually assaulted and I would put on my case that he was
15 and then it would become a question of law for the jury or,
16 excuse me, for the judge to make a determination. Is it
17 possible to find that she was ever acting within the course
18 and scope of her employment?

19 I think, Your Honor, has highlight why there exists a
20 genuine issue of material fact here.

21 THE COURT: Okay.

22 Response?

23 MR. PEEL: Yes, sir. Throughout this litigation, over
24 the past couple of years, part of it was then adding Kerry
25 McCreary as a direct defendant. They still have that cause

1 of action. I'm not conceding anything. I'm not saying that
2 Dr. Grist was sexually assaulted or not. The reason I
3 brought up consensual is consensual is a valid defense for an
4 allegation of sexual assault and if you look at the video,
5 you see who put the moves on who first.

6 Now, was it proper to do that? Absolutely not,
7 absolutely not. That was not proper and once Kiki's Kare
8 found out about it, they did the responsible thing, which was
9 notify the authorities, notify DHEC, and terminate her, more
10 importantly. I mean, this is the first circumstance that
11 Kiki's Kare's ever had with a sexual -- an allegation of
12 sexual abuse in their history according to Chris and Erin
13 Couchell. I mean, dealing with it the first time the way
14 they dealt with it was appropriate I think.

15 Now, I mean, that's my argument. From a third-party
16 observer it looked consensual. He started it, she did not,
17 but once everyone acknowledges that it was improper and they
18 found out about it they did the appropriate thing, which was
19 terminate, and they didn't do anything negligent. I guess
20 that's my point.

21 Thank you, Your Honor.

22 MR. PURIEFOY: Just very briefly and I will be brief.
23 I think, again, Mr. Peel has highlighted the genuine issue
24 material fact. He's saying that he does not concede that
25 there was a sexual assault which means that he is arguing

1 that he was not assaulted. She pled the Fifth in her
2 deposition transcript and our courts have said that there's a
3 negative inference that's to be given or adverse inference
4 that's to be instructed to the jury when an individual pleads
5 the Fifth. So that, in and of itself, Your Honor, is a
6 genuine issue of material fact.

7 THE COURT: I think the relevance is the answer that
8 I've (inaudible).

9 MR. PURIEFOY: In what --

10 THE COURT: You all haven't agreed to that but if there
11 wasn't a sexual assault then there's really no case.

12 MR. PURIEFOY: Well, I disagree because what I think
13 Mr. Peel just said was we're not going to concede that there
14 was sexual assault but what we will -- what Mr. Peel did say
15 was, "I saw Dr. Grist rubbing on Ms. Creary, I saw him
16 touching on her, I saw her allowing him to do so." And, so,
17 if that is also the case the question then becomes was she
18 doing that because she was trying to be a caring caregiver?
19 Again, that's a question of agency. Was she doing something
20 she thought she was supposed to be doing and is it
21 appropriate to allow a 70-year-old man with dementia and has
22 already been deemed incapacitated to rub on a much younger
23 woman? Again, I think there are a plethora of issues in this
24 case that warrants a denial of that Summary Judgment and I'll
25 rest on that, Your Honor.

1 THE COURT: All right. I guess the next one's Parsons.

2 MR. DOWLING: Thank you, Your Honor. Curtis Dowling
3 for Tracy Parsons. Just speaking on that, I don't know if
4 you've seen the video or not now. I have it right here if
5 you'd like to take a look at it because it's --

6 THE COURT: I've got it if I need to look at it.

7 MR. DOWLING: Yeah. And one thing about the video, and
8 I'm getting way ahead, but one thing about the video is the
9 Plaintiff set up the video. She had access to the video.
10 She controlled when she's going to look at it. Nobody else
11 had access to the video. The only way that anybody knows
12 that somebody touched somebody is she got it.

13 Now, her testimony is I never looked at the video, it's
14 too traumatic. She's never looked at it. I tried to show
15 her at the deposition and she about passed out and I'm
16 thinking is that -- and the lawyers are going, "Oh, you
17 can't." I'm saying, did anybody watch this video
18 (inaudible)? Okay.

19 Because the video, what you'll see is that she is
20 asleep on the couch, she's asleep on the couch, Dr. Grist
21 walks in like 2 o'clock in the morning, okay. She's asleep.
22 Comes and sits down. She's asleep. And starts rubbing up
23 her leg. She sits up and she's like trying to wake up and
24 he's grabbing her and you know what happens, we don't control
25 the video of what happens, it cuts off, it cuts off.

1 Now, did she pop him? Did she slap the crap out of
2 him? You know, right there, to end the video, we don't know
3 because Stacey Grist controlled that. So we don't know.
4 It's a few seconds where he comes in late at night, starts
5 rubbing up. She's not reciprocating. Her hands are kind of
6 pushing off. Watch it and it cuts off. I'm thinking that's
7 where she slapped the crap out of him and said, you know,
8 stop it. But we'll never know. All she's going to say is
9 that was sexual assault. All right. And that's the video.

10 So, anyway. All right.

11 THE COURT: It's not as graphic as I thought it was
12 going to be.

13 MR. DOWLING: And maybe I --

14 MR. PEEL: It'll make your stomach turn, Your Honor,
15 but --

16 THE COURT: It's not that graphic. I've got a disk of
17 the video, so...

18 MR. WATKINS: Robert has kind of laid out some of the
19 background. I'm not going to go into it. Ms. Parsons got
20 involved in July of 2020. Now, you want to talk about a
21 dysfunctional family that is litigious. It's not that they
22 do not like each other. That's not it. They hate each
23 other. They hate each other and they're going to fight over
24 everything and calling names about who's husband -- I mean,
25 it's just -- I'm not going to say it's sexual, it's bizarre.

1 So, what are they going to do. The dad has some
2 issues. One side's pulling, the other side's pulling. They
3 go to probate court. With all the bickering this is exactly
4 why the Court, the probate court, has to do what they have to
5 do, saying all right, the family can't -- they're not going
6 to ever be able to get along like most of us would. You
7 know, somebody's staying with mom or grandmom or whatever.
8 Not with these people. Somebody's going to take them and get
9 a will. Somebody's going to change -- all this stuff going
10 on, so the probate court says we've got to have some
11 guardians. We're going to have to pursuant to statute.

12 So that's where Tracy Parsons is contacted and is
13 appointed by the Court. She's appointed by the Court
14 pursuant to 62-3-303 and 304, to be a temporary guardian.
15 Now, Jennifer Browning is the guardian ad litem. Two
16 different things, different statute, right there by each
17 other. So, and each one with -- each one with different
18 duties. So, and it's only temporary. They go through a few
19 months and they go back to the Court.

20 Now, interestingly, is that Stacey, the Plaintiff, a
21 party in the probate court, the Plaintiff here, represented
22 by counsel and they keep consenting, they keep consenting to
23 Tracy Parsons being the temporary guardian. Now, Tracy
24 Parsons stayed the temporary guardian until July of 2022, and
25 that was about two years after it began. So the Plaintiffs,

1 Stacey Grist alleges that, you know, all of this was a
2 conspiracy with -- now we're here with a probate judge.
3 Pretty much every probate attorney in Greenville, you know,
4 that it's a conspiracy to just go after their money and bilk,
5 you know, Dr. Grist money but there's no other choice because
6 of this family. The family, they're blaming it on everybody,
7 but the family is the postcard for why you have to have
8 procedures like this.

9 So, they're saying, well, you hired Comfort Keepers.
10 You had Comfort Keepers come in. You concealed this evidence
11 of all this horrible sexual abuse. Nobody should be touching
12 anybody but the man shouldn't have been grabbing her. That's
13 what was going on. That's the sexual abuse. And I don't
14 think anybody can dispute that. Otherwise, watch the video.

15 Now, based on this they assert all these different
16 causes of action against Tracy Parsons and Jennifer Browning.
17 But there's negligent hiring, negligent training, negligent
18 supervision, abuse of process, civil conspiracy, South
19 Carolina Unfair Trade Practices Act, and violation of the
20 Power of Attorney Act.

21 Well, our argument is really simple and that is that
22 Tracy Parsons is immune from liability for all of these
23 things because there's cases out there that address guardians
24 and the protection they needed. They're operating under the
25 authority of the Court. It's an arm of the Court. That this

1 family can't get along, don't dislike, they hate each other,
2 and they are going to fight, they're going to bicker, they're
3 going to attack everybody, so we're going to have the
4 guardians necessary to come in, to have control and do some
5 things. Stacey Grist just don't like everything is. She --
6 she --

7 THE COURT: The thing is she doesn't have to
8 (inaudible) about what a guardian does. Is that what you're
9 saying?

10 MR. WATKINS: Well, I'm getting there and it is a
11 quasi-judicial immunity and the courts explain that because
12 what they're saying is if you don't have this immunity with
13 the types of people that you -- the families, because there's
14 only certain situations where this type of action is needed
15 and they're never going to be happy. So if you don't provide
16 them this immunity, they're under a constant threat of
17 lawsuits.

18 This is case law, South Carolina case law, I'm reading
19 from. Constant threat of lawsuits from disgruntled parties
20 so we have to find quasi-judicial immunity is necessary.
21 It's crucial in order for guardians to properly discharge
22 their duty. There's two key cases. The *Fleming versus*
23 *Asbill* case and the *Vaughan versus McCloud* case that address
24 this. And because the Court in the second case and all these
25 are cited in our memo, the exposure of liability will have

1 such a chilling effect on future acceptances of such
2 appointments, people just aren't going to do it. They're not
3 going to do it.

4 Then you have the fence, so you're kind of stuck on
5 that. So the common thread between the cases is being Court
6 appointed and that is what Ms. Parsons was, is what Ms.
7 Browning was. Court appointed.

8 Now, if you read the statute and the statute says,
9 "Acting within the scope of their authority." Okay. If
10 they're acting within the scope of their authority absolute
11 immunity, yes. All right. If you go in and you abuse
12 somebody, you go in and you're a guardian and he's out of
13 control and you start, okay, you're not acting. That's not
14 within the scope of what you do. But when you're filing
15 reports, when you're taking them to the doctors, when you're
16 listening to the doctors, when you're contacting family --
17 when you're doing all the stuff they say, that is whatever
18 she's doing whether they don't like it. That is part of what
19 she is supposed to do. And that is what Tracy Parsons and,
20 actually, what Jennifer Browning did that's different. I
21 don't know what she did. But she was Court appointed. She
22 is entitled to that immunity.

23 Now, I think the Plaintiffs even concede that. I don't
24 think they're going to say that, but they're going to say she
25 acted outside the course and scope of that appointment and in

1 their memo, they filed a short memo with a lot of pages and I
2 can address that, but the short memo, and it's about a page
3 and a half with most of it being standard for summary
4 judgment. They're saying these cases is not a blanket
5 protection like you said. You know, anything outside of
6 their appointment, they're still subject to a liability and,
7 you know, they say you interfered with the family members.
8 Whatever she's doing with family members, she's doing it
9 because she was appointed. She has no idea who (inaudible)
10 people are when she's appointed by the Court. She don't know
11 them. They interfered. One side don't like it or the other.
12 You can call it interference, whatever, it's in the course
13 and scope of what she's doing. Covered up, sexual
14 misconduct.

15 All right. They say a lot of things. Covered up, the
16 sexual misconduct. The sexual misconduct is right here.
17 What's covering it up? She -- Plaintiff is the one that
18 brought it to us and brought it to everybody. I mean,
19 there's no covering up but the thing is whatever she's doing,
20 she's doing. Why? Because this part of her work of what
21 she's doing.

22 She allowed Comfort Keepers to continue their improper
23 legal proceedings. What in the world are they even talking
24 about? Somebody else, their sisters or whatever they hate,
25 they got these proceedings going and somehow Tracy Parsons,

1 because she's a guardian, this allowed this other continue
2 the probate court couldn't end. Everything they say was in
3 the -- they may not like it, may not like a report she filed,
4 you know, what they could've done for much all these things.
5 Says she has a conflict of interest. You know, okay, the
6 whole conflict is because she's somehow in this but no
7 explanation of what a conflict is. They just threw things
8 out there. And they said that they altered her medications.

9 Defendant -- and this drives it home. This drives
10 everything they do on that side, this drives it home. Number
11 seven, despite Defendant's repeated assertions that she was
12 not permitted to recommend, prescribe or alter medications,
13 Defendant Jennifer Browning testified that Defendant Parsons
14 did just that. Noting Defendant elected to cut Dr. Grist's
15 medication in half and they say, boom, there you go, Your
16 Honor. She's making medications and cut it in half. Now,
17 what they do to ward all this is they throw hundreds of pages
18 of records for you to go through.

19 Now, listen, they just said, in a brief to you, that
20 Jennifer Browning testified that that's what Tracy Parsons
21 did. She cut the medication in half. So I've looked at the
22 entire -- and I was at the deposition. I'm glad. Well, I
23 read the -- I know that didn't happen. All right. So
24 question, when you go through what is buried in here,
25 question to her to Ms. -- by Ms. Thomason to Jennifer

1 Browning, "Did she also say she wanted to cut the medication
2 in half?" Then the answer: "I'd have to look back at the e-
3 mail to see if it said that." "I don't see an e-mail that
4 they're talking about cutting medicine back. They're talking
5 about samples of medication. If there another e-mail you're
6 referring to?" "I may get to it in a minute." Well, they
7 never got to it.

8 But here they're going to come in and make that type of
9 -- that's what all these representations are. It's not even
10 true. It's not even close to true. It's not even half true.
11 So, yeah, that's what we -- that's what we're getting and I
12 think all the different parties are getting from this entire
13 case.

14 Now, Ms. Parsons, when she was deposed, and I'll get to
15 not the half truth but the truth truth on the deposition.
16 Now, Ms. Parsons testified, in her deposition, that in her
17 capacity as Dr. Grist's guardian she acted as a
18 representative of the Court and under the Court's authority
19 pursuant to State law.

20 Now, what happened there, all the lawyers are here,
21 they're present for the deposition. Counsel for the
22 Plaintiff, Devon (inaudible), declined to cross-examine Ms.
23 Parsons about any of her testimony and the Plaintiff has not
24 produced any contrary evidence or testimony. So for the
25 reasons applied in *Fleming* and *Vaughan*, this extends to Ms.

1 Parsons. She acted within the course and scope of her
2 appointment. Failure to, you know, extend or give her the
3 immunity is just begging for more cases like this to come
4 which they have. Continue to come until we stop, we get them
5 thrown out. They filed federal court cases. They've called
6 a lot of people. Judges, at least one probate judge. Commit
7 fraud. Some well respected attorneys up here and I'm sitting
8 in the room with them and I'm going what in the world is
9 going -- what has happened?

10 So, anyway, Ms. Parson's entitled to absolute immunity
11 and all the claims should be dismissed with prejudice. So
12 what happened immediately after Tracy Parsons was deposed?
13 Well, what happened was -- I can hand it up if needed. I
14 don't think anybody could dispute this and they would if they
15 could but they'd be wrong, is that later on in the afternoon
16 after Tracy Parsons is deposed where Plaintiff attended,
17 didn't ask any questions, they scheduled -- they said I want
18 to take depositions and they sent around a list of everybody
19 they wanted to depose and I've got an e-mail, I could hand it
20 up, but they say Pastor William Baren (phonetically), Paul
21 Smith, Adam (inaudible), Caroline York, Bryce Lyon, Leland
22 Lyon, Priscilla Grist and Dan Collins. Doesn't mention
23 anything about Tracy -- she'd just been deposed like an hour
24 earlier. So I'm like, well, whatever.

25 So, there you go. But when we filed our memo, when we

1 filed our memo a couple of days ago in support of the motion
2 you know what they do? They read the footnote to the case we
3 have. The Supreme Court noted that despite their immunity
4 from suit, the accountability of guardians ad litem is
5 preserved by the ability of opposing counsel to cross-examine
6 them. Boom. You read that and they panic. Crap, we didn't
7 cross-examine her. We got to come up with something. They
8 didn't cross-examine. Everybody in the room go what's going
9 on? All right.

10 I can send the notices. We have the notice that when
11 this thing went out it was scheduled for September 30th and
12 the storm came, you know, couldn't do it so it was reset and
13 then it was October 9th the deposition took place.

14 THE COURT: Ms. Parsons' was on October the 9th.

15 MR. WATKINS: October 9th, yeah. Scheduled for
16 September 30th and then October 9th, Plaintiffs appeared, do
17 not ask any questions. Get a memo. You better cross-examine
18 when you get a chance. They don't do it. Wait a second. We
19 don't have the opportunity because Mr. Dowling says that you
20 can't do this because you filed in federal court.

21 Well, what happened was Ms. Browning was deposed and in
22 that deposition they brought up this other case, *Makowski*
23 (phonetically) case, and started asking her about that and,
24 like, and Trey Suggs is going no, wait a second. We're not
25 going to -- and, you know, like we're going to come after you

1 on *Makowski*. So they filed the motions to come before the
2 Court. That was in front of Judge Morgan on that.

3 But I had told, you know, with Tracy Parsons, they're
4 probably going to come up with something last minute, okay.
5 Last minute, like the day before the deposition she is to be
6 deposed, they send these letters to Tracy, I'm representing
7 her, but they send the letters to Tracy.

8 Tracy, then, sends them to me and I'm saying there's no
9 way, you know, from what I'm seeing, what this letter is.
10 Nobody in their right mind would say that stuff. Send it to
11 me and I look at it and I said send me the envelope. I saw
12 they sent a letter and it's addressed to, like, 30 people; 15
13 to -- a lot of people saying okay, you all are involved in
14 this conspiracy.

15 People that Tracy Parsons doesn't even know she's
16 involved in a conspiracy with and we're going to be suing you
17 in federal court on *Makowski*, on Grist, on unfair trade
18 practices and I was talking to one of the lawyers, not one in
19 this room, but I was talking to one of the lawyers that was,
20 you know, as a signatory on there and I'm going why are you
21 doing this?

22 Because judicial immunity, that's not going to cut it
23 in a RICO Cause of Action. (Inaudible). It doesn't apply.
24 Federal court, when we sue for RICO that's not going to
25 apply. Well, you know, I think it does but -- so anyway, we

1 got our motions filed over there (inaudible) over there, too.

2 But I know they're going to do the same thing. They're
3 going to come in and start trying to ask Tracy about these
4 other cases they're threatening to sue her about so I'm
5 asking for a protective order. So we come before Doc Morgan
6 and I've got the orders that you have the orders, too, where,
7 you know, he's looking at the issues and Devon was there and
8 he gives his position and I'm there on mine and they go, what
9 about it, and Devon goes we're not deposing Tracy Parsons.
10 We're not going to depose her. You're not going to depose
11 her? So he says that thing's whole -- it's moot. My motion
12 for protective order, everything is gone at that point. He's
13 not deposing.

14 Now, I can also say we came before you, I can have the
15 date, and you'll recall this, again with Devon, where we came
16 and said no, we're going to have to -- you know, I'll take
17 these under advisement. We're going to come back but you
18 asked me, you know, because we have one motion, we got others
19 coming. I go, Your Honor, now, until he takes Tracy Parsons'
20 deposition because it's moot, now, I've got it adjusted. We
21 have not been able to have time to address with Tracy
22 Parsons, McCalsky (phonetically) and what went on there. She
23 wasn't even the guardian in the case, okay, on that one. So
24 I had to figure things out and it took a while to get those
25 things filed.

1 So we're here and you go when are you going to file
2 your motion and Trey, who was here at that time, you asked
3 him when he's going to file his motion and he said, Your
4 Honor, I'm going to file my motion after Mr. Dowling files
5 his motion because I'm going to copy what he says and I told
6 you, Your Honor, ever since law school people have been
7 wanting to copy what I say, you know.

8 So, anyway, and I have a couple of examples I could
9 give. But, anyway, so anyway he said, you ask them, when are
10 you taking deposition of Ms. Parsons? He goes, "I'm not
11 taking her deposition." So all the lawyers walk out and go
12 (inaudible) and Robert goes, you know, I need her to, you
13 know, help me. So, I mean, shortly, thereafter, the
14 deposition was noticed and that's when we came up September
15 30th, didn't happen, reset for November -- October 9th.
16 Deposition took place. They don't ask any questions. We
17 realize we messed this thing up, we messed it up.

18 Their time is gone. The rules say one time in the
19 case. Sit there, do nothing, sit on your hands. You cannot
20 take her deposition again. They didn't even file a motion to
21 ask. I mean, we're here with -- they've had their
22 opportunity. That's the only thing (inaudible). A notice, a
23 notice for a deposition it ain't worth garbage anyway, okay.
24 If they would've filed the motion they could say well, the
25 motion's got to be heard, it's not before you. They didn't

1 even do that. This is over. The deposition is over. The
2 case should be over. So, anyway, that's the deposition
3 issue.

4 Now, the Plaintiff, Stacey Grist, has been deposed a
5 couple of times and, you know, proof of voracity, things like
6 that. Factually, she's a (inaudible) but I don't -- you
7 know, I think she did tell the truth one time. She was
8 deposed in the probate court. June 14th of 2022. Over a
9 year after Dr. Grist came down and started doing what he was
10 doing on the couch with the sleeping lady and it was right
11 shortly before the current lawsuit was filed that had all
12 these causes of action but she was deposed and she was asked,
13 "Do you have any specific issues with anything that Ms.
14 Parson has done up to this point?" Well, everything she was
15 complaining of now had been done. The sexual assault, which
16 is the key, that had been over a year ago. So what did she
17 say? Deposition of Stacey Grist, June 14, 2022, page 247,
18 lines 20 and 22. She couldn't articulate a single wrongful
19 act. Responding she said, "I just don't feel like Ms.
20 Parsons' is necessary at this point.

21 Counsel then asked the clarifying question. "So it's
22 not really she's done anything improper it's just maybe the
23 added cost of Dr. Grist you believe is unnecessary?" Ms.
24 Grist confirmed that Ms. Parsons had not done anything
25 improper and that her objection to Ms. Parsons' guardianship

1 was merely the added cost to Dr. Grist. Responding, "I think
2 it's, yeah, it's unnecessary cost-wise." Grist depo 248,
3 page 3. Now, did she later regret that moment of
4 transparent, you know, honesty and take it back, you know?
5 So what she did is she, okay, she had been deposed twice.
6 Let's file an affidavit and I can say things. But, you know,
7 fortunately or maybe unfortunately for them, there's well
8 established law in South Carolina that a party may not,
9 cannot offer her own contradictory testimony in an affidavit
10 to avoid summary judgment, okay, that can be excluded and
11 that's what needs to be done. But you look at the affidavit,
12 you know, which is going to be excluded, is just more bizarre
13 and it's like everything else. You know, you changed his
14 medication in half and you just misquote what's in there.

15 She starts with her sister, who she don't like,
16 attempted to take control of her father and talks about all
17 the things she did. She talks about how Tracy Parsons and
18 Jennifer Browning were hired. They were appointed by the
19 Court, okay. Not hired, they were appointed by the Court.
20 They didn't keep me informed. Well, whether they did or
21 didn't is part of she's doing what she's doing as a guardian.
22 Said she had concerns. You know, is my father's best wishes
23 being carried out? She noticed decline. He's got dementia,
24 okay. He's having a lot of issues. Yes, he's going to
25 decline.

1 My suspicions were confirmed when my father informed me
2 that she'd been, you know, sexually assaulted. She has the
3 video, okay, that she never watched, she never watched and
4 she goes (inaudible), okay, well, we've been through all
5 that. It was reported to Tracy Parsons, she said,
6 immediately. Well, pretty soon Stacey said we've got a video
7 and they watched it. Tracy did not --

8 THE COURT: (Inaudible) to the affidavit, where is
9 that?

10 MR. WATKINS: Oh, I'm sorry.

11 THE COURT: (Inaudible.)

12 MR. WATKINS: Yeah.

13 THE COURT: (Inaudible) attached to the memo.

14 MR. WATKINS: Yeah. They talked about contacting the
15 authorities, everything. Whether they contacted authorities,
16 slow to contact the authorities, whatever they did, they --
17 whatever they did is -- whatever Tracy did was in her role as
18 the court-appointed guardian. Oh, they like to keep Comfort
19 Keepers in place. Well, the bad lady, to the extent she's a
20 bad lady, would let Dr. Grist -- I don't know, she was waking
21 up. Who knows because Stacey Grist cut the tape off so we
22 don't know. I don't know how she did it. She's the one who
23 has access to it and says she's never seen it but that goes
24 to some other issues but you continue to employ them.

25 Oh, when they finally got rid of everybody they, then,

1 took the Comfort Keepers employed that was taking care of
2 them and she's probably still working for them but she said
3 she objected to it and they kept them and she still made them
4 go to the hospital despite objections. Okay, she's the one
5 (inaudible). Given medication under Ms. Parsons' watch or
6 care that could affect the cognitive damage. She's not --
7 Tracy Parsons not a medical doctor. She don't take them to
8 the doctor. She shows up at the doctor with the caregivers
9 and sees what they're taking but she's not giving them
10 medication, she's not prescribing medications. So that is
11 what it is.

12 So she's saying all these things which she can't do but
13 even if you look at them everything Tracy Parsons did was in
14 her role as a court-ordered guardian that our South Carolina
15 appellate courts have said absolute immunity because you're
16 going to be dealing with people like this. This family
17 bickers, fights on everything. So if you get into the
18 claims, the claims, even the negligent claims, (inaudible).
19 Everything's gone just on the immunity. But if you get into
20 negligence, you know, where she, you know, failed to prevent
21 the alleged sexual assault, if you look at the complaint, the
22 negligence, it's paragraph 58 and 59. "The sexual encounter
23 complained of occurred after the probate court's appointment
24 of Defendant Parsons as a guardian." 59, "Dr. Grist's
25 guardian, (inaudible) Parsons, were responsible for Dr.

1 Grist's health, well-being and safety. The implication
2 being, Judge, is that because the alleged sexual assault
3 occurred while Tracy Parsons was a guardian, she's
4 responsible, which is not the case.

5 Stacey Grist testified that she's not aware of any
6 evidence that anyone, including Ms. Parsons, knew of any type
7 of abusive conduct by Ms. McCreary, the lady who alleged
8 sexually, you know, assaulted Dr. Grist prior to this
9 incident in May of '21 and question: "(inaudible) can you
10 identify any evidence that Ms. McCreary had ever abused,
11 sexually or otherwise, anyone prior to Dr. Grist?" "No, I
12 don't have a document."

13 In other words, the alleged sexual assault was
14 completely unforeseeable. The Plaintiffs can't point to any
15 authority supporting liability under any circumstances and,
16 again, McCreary was not our employee but even if there were,
17 she's not responsible for it, for these acts, for these
18 unforeseeable acts, if there was a sexual assault, because,
19 Robert went into this a little while ago, when a servant's,
20 you know, it's well settled that the liability of a master
21 for the torts of a (inaudible) arise only, only when the
22 servant is acting within the master's business, within the
23 scope of his employment. And in this case, while they may
24 say otherwise, now it sounded like they were saying
25 otherwise, is that from Comfort Keepers, Kiki's, point of

1 view, is that if it was, she was, you know, she was not
2 acting within. It's just common sense really.

3 Her mental conduct -- this is what it is, her mental
4 conduct is not within the course and scope of the employment
5 and I think you asked about (inaudible) about this but
6 there's been four South Carolina cases, appellate court
7 cases, that address this. Every case, without exceptions,
8 said sexual advances are outside the scope of employment.
9 That's more for Comfort Keepers but to the extent (inaudible)
10 some bizarre stuff in the complaint, the way it's alleged,
11 and I'll get to even more. And, you know --

12 THE COURT: How much did you reserve for your argument?
13 I want to know if I should take a break.

14 MR. WATKINS: 10 minutes. Yeah, we want to take a
15 break?

16 THE COURT: No.

17 MR. WATKINS: I swear I was going to say are you sure
18 you don't want to see a video but anyway. Okay. Negligent
19 training, supervision, all that is where an employer knew or
20 should have known that, you know, that something like this
21 was going to happen then maybe they could be responsible, but
22 this is a claim against Tracy Parsons. The James' case,
23 *James versus Kelly*, cited in our brief and I'll pick it up a
24 little bit is a negligent, hiring, retention supervision,
25 they've (inaudible) is only available against the wrongdoer's

1 employer, not us. No evidence of any employment relationship
2 between Parsons and McCreary. I could (inaudible) on that
3 but I'll (inaudible) abuse of process. Touch on this
4 briefly. You know, the willful act and the use of process
5 not proper in the proceeding. Willful act, use of process
6 improper. She's a court-appointed guardian. I hate to keep
7 going back to it. What's improper, what's willful, whatever.
8 They're going to say that for every family they're trying to
9 bring these cases for that the probate judge, the probate
10 judge's secretary, their staff, probate lawyers are all in
11 this conspiracy to set up this where everybody makes money.
12 The lawyers make money because they've sued the lawyers for
13 all this. For fraud and all that. And so that's a person.
14 The use of process. The process is the court system. That
15 they're saying that we illegally used the court process.
16 There's not much we can -- and then civil conspiracy, we all
17 know the elements of that. There's zero evidence of unlawful
18 acts. Zero evidence. They can say there were acts. That we
19 don't like her report, we don't like she didn't let us in, we
20 don't like whatever it is but whatever we got we got local
21 acts but they say okay. Well, then, committed by unlawful
22 means. There's no unlawful means. She's acting as an arm.
23 An extension of the Court. There's no conspiracy here.
24 There wouldn't be any conspiracy from anybody else. What
25 they say is you're trying to do this for your own personal

1 gain. To take away from the Grist's which then when his
2 assets goes Tracy and her feuding siblings will be fighting
3 over who gets the money. It's not an unfair trade practices
4 case but I'll just hit with this (inaudible). It's not. If
5 it's by statute, if it's regulated there's no unfair trade
6 practices. This is by statute. The code section. This is
7 by order of the Court. You could go in and complain anywhere
8 but the Court is the one that's controlling. Doing all the
9 probate court so it's impossible under South Carolina law for
10 there to be any type of Unfair Trade Practices Act and then,
11 also, the last one is violation of the power of attorney
12 somehow by the Court appointing Tracy Parsons as a guardian,
13 that interfered with her right to be the power of attorney.
14 The statute addresses what she can do. There's not even a
15 cause of action for this but assuming there were, it doesn't
16 meet the standard. She was Court appointed. Carry out the
17 court-imposed mandate set forth in the orders appointing her
18 which there are numerous. They've been submitted and almost
19 all of them consented to by Stacey Grist.

20 But if her appointment was, as the Plaintiffs content,
21 inconsistent with the Power of Attorney or whatever it was,
22 go to the probate court and complain. Take it up there but,
23 instead, they chose to bring this action. It has been going
24 on for a while. Tracy's tough, she can take it. We're
25 going through it. We get them thrown out at the federal

1 court.

2 Plaintiffs, you know, have sued, you know, Trey got
3 sued, right? Yeah. Trey and a lot of other lawyers got
4 sued, you know, by these -- accusing him of some horrific
5 things that is, you know, bizarre under the fact
6 circumstances that I've looked into but that's for them to
7 decide. But, in turn, it's just spawned more litigation. I
8 think now, from Tracy Parsons' standpoint, I think now is the
9 time for this to be ended. As to them, there's no genuine
10 issue as to any material fact that's going to entitle
11 Plaintiffs a verdict against Ms. Parsons. Ms. Parsons
12 entitled to a judgment as a matter of law.

13 Appreciate it. Sorry went a little long or a lot long
14 but thank you.

15 THE COURT: Your point.

16 MR. PURIEFOY: All right, Your Honor, I know a lot of
17 ground to cover. I think I'm going to start by saying I
18 believe Mr. Dowling is misremembering the sequence of events
19 at the hearing that were related to his Motion for an Order
20 of Protection along with Mr. Suggs Motion for an Order of
21 Protection. In fact, Judge Morgan's order granted Mr. Suggs'
22 Motion for Order of Protection because I conceded the things
23 we were asking Ms. Browning about and Ms. Thomason, my law
24 partner, was asking Ms. Browning about that Trey objected to,
25 because of the pending federal court case, we don't need to

1 recall her and attempt to question her on those particular
2 issues and so Judge Morgan said, motion granted.

3 That was not the case and it's a misrepresentation as
4 it relates to that being the case with Tracy Parsons. In
5 fact, the reason why there was a distinction between it being
6 deemed moot versus a grant of the motion was because I said
7 Your Honor, we have a pending Motion to Stay and depending on
8 the outcome of that motion, that deposition may or may not be
9 necessary, it's not something that needs to be ruled upon
10 right now. And so it was deemed to be a moot issue.

11 That's not me withdrawing my ability to call Ms.
12 Parsons as a deponent. I think it's also important to note
13 that Mr. Dowling just argued that he was waiting for
14 something to happen on May 21st, 2024, the day before Ms.
15 Parsons' deposition was noticed and he just knew it was
16 coming and then right on time, the day before the deposition,
17 they receive these RICO letters. Well, that's absolutely
18 incorrect. In fact, the RICO letters were sent on May 17th
19 of 2024. So there were months that had gone by about these
20 allegations but Mr. Dowling waited until the day before the
21 deposition to say, again, "not that my client's not sitting
22 because we have an objection to the scope of the testimony,"
23 and I included this as an exhibit to my Motion for Summary
24 Judgment. It was not we object to the scope of the testimony
25 as was Mr. Suggs' deposition during Ms. -- as was Mr. Suggs'

1 objection during Ms. Browning's deposition.

2 In the e-mail dated May 21st of 2024, Mr. Dowling very
3 clearly states, "my client's not sitting because I don't want
4 her to sit in the state court action and the federal court
5 action." It had nothing to do with the scope of the
6 testimony that may be elicited during that proceeding. So to
7 suggest that somehow I'm making misrepresentations to the
8 Court yet then come before you to say we had concerns about
9 the scope is disingenuous on its face. So I think that is
10 important.

11 Mr. Dowling also noted that we only get one bite at the
12 apple. Your Honor, I don't think anybody is arguing that we
13 are allowed to call a party on multiple occasions to question
14 them about the same issues. Now, there are certain
15 circumstances where you can petition the Court to recall a
16 deponent for some particular reason but that's within the
17 sound discretion of the presiding judge. Here there was a
18 running objection to us calling Ms. Parsons.

19 There was never an e-mail where Mr. Dowling said we're
20 withdrawing our objection to you having her sit for multiple
21 depositions. And so when Mr. Peel called Ms. Parsons to
22 testify on October 9th, I had no idea what the breadth of
23 that deposition was going to be. In fact, nearly every
24 deposition in this case has taken an entire day because every
25 single attorney has questioned that party at length. And so,

1 no, I did not cross notice my appeal because I don't have to.

2 Mr. Dowling made it very clear, I'm not giving you
3 multiple bites at the apple to depose my witness. So when
4 Mr. Peel noticed that deposition, I had every right to say
5 well, I'm going to respect your position that you're not
6 going to allow me to question her twice or at least you don't
7 believe I should be entitled to. I'm not going to ask
8 questions on this deposition because it's not mine. I will
9 get my bite at the apple when I notice her deposition.

10 I have every right to call her as a witness, Your
11 Honor, and I think that I'm prejudice --

12 THE COURT: Do you think that every deposition you
13 don't ask questions without being called later?

14 MR. PURIEFOY: Well, no, Your Honor, but, again, there
15 was an objection that he made very clear and it was the basis
16 of his motion for an order of protection. I object to you
17 calling my witness and examining her because if you do I'm
18 going to fight you when you try to do it again.

19 THE COURT: Were there any objections noted in the
20 deposition when it's your turn to ask any questions?

21 MR. PURIEFOY: Was there -- Mr. Dowling --

22 THE COURT: Okay, your witness. Your cross-
23 examination. What kind of objections are noted on the record
24 at that time?

25 MR. PURIEFOY: There wasn't an objection, Your Honor,

1 outside of the objection that had already been made. I mean,
2 we were in front of Judge Morgan based on that objection. It
3 was only rendered moot because of the filing of the Motion to
4 Stay. That did not serve as a withdrawal of the objection
5 and so I don't think that I'm required -- if it's not my
6 deposition, if I didn't call the deposition and notice the
7 deposition.

8 If Mr. Peel is taking 12 hours to depose Ms. Parsons, I
9 would, then, be on the heel of a 12-hour deposition only
10 having one opportunity to depose her for another eight hours,
11 which I intend to do. And so I don't believe that there's
12 any case law and I'm not aware of any rule under the rules of
13 civil procedure that say that I am required to cross notice a
14 deposition, which I've done on numerous occasions in
15 particular cases when I have a better feel as to how long
16 that deposition is going to last, I'm happy to cross notice
17 that deposition.

18 But I wasn't comfortable doing that here, of course,
19 both for the timing reasons and because of Mr. Dowling's
20 running objection to me taking her deposition in the state
21 court action and the federal court action because what would
22 happen is Mr. Dowling would go before the federal court judge
23 at the appropriate time and say, Your Honor, look at my
24 objection to him taking the deposition. He elected to take
25 her deposition on the heels of Mr. Peel's notice. We don't

1 want him taking her deposition again. That's exactly the
2 issue so I'm kind of stuck between a rock and a hard place.
3 Do I honor the objection or do I just say I'm not going to
4 listen to it and I guess I'll have to fight you at some later
5 date about whether I should do it again.

6 I thought I was going with the much more conservative
7 approach which was I'll renote the deposition when I'm
8 ready to take it and I think I should be afforded an
9 opportunity to do just that. I had no idea that Mr. Peel's
10 deposition was going to last 20 minutes. I was just as
11 surprised as everyone was that I didn't cross-examine Ms.
12 Parsons.

13 And, so, I do believe I'm entitled to an opportunity,
14 Your Honor, to call her as my witness in my deposition and
15 question her on matters that I deem appropriate. I think
16 it's also important to note that Browning Geriatrics is a
17 named party. I realistically need to also depose her as a
18 representative of that entity under 30(b)(6) which was not
19 how Mr. Peel's deposition was noticed.

20 So, again, I think that Mr. Dowling is incorrect in his
21 recollection of how that hearing went, what was conceded to
22 and what was rendered moot. As to, I guess, the most
23 substantive argument, which is the Quasi-judicial immunity.
24 Again, Your Honor's already alluded to the fact that this is
25 not blanket immunity and, again, it becomes a question of

1 whether or not the individual was working within the course
2 and scope of their, I guess in this case, the guardianship
3 appointment.

4 I think I should note that South Carolina, and
5 particularly Greenville County, has a guardian oath that they
6 require their guardians to take. Ms. Parsons did not take
7 that oath in this particular case and the importance of that
8 oath is that it lays out exactly what her responsibilities
9 are as a fiduciary to the alleged incapacitated individual
10 and I've looked at the (inaudible) system, which is the
11 probate court filings, and I do not see any sworn oath where
12 she was to abide by these requirements.

13 Now, I certainly understand that there are some
14 statutory guidelines as to what guardians are supposed to do
15 but South Carolina most certainly has the guardian oath that
16 these guardians are supposed to take and Ms. Parsons did not
17 take them or take it. That's not to suggest that simply by
18 failing to take the guardian oath it subjects her to absolute
19 liability but I think under the Rule 56 standard, which is
20 there a genuine issue of material fact, her failure to
21 acknowledge what her responsibilities are bring into question
22 whether or not she actually adhered to those
23 responsibilities.

24 Your Honor, I think it's important. The discovery that
25 we did get from Comfort Keepers in this case, there were some

1 notes that were taken following each caregiver coming to Dr.
2 Grist's home and providing care to him. They had an internal
3 system where they clock their notes and they made, you know,
4 any references to any issues that may have occurred on any
5 particular day.

6 Inside of those -- that software that Comfort Keepers
7 uses there's a note that Ms. Parsons was made aware that
8 there was an allegation of sexual abuse against Dr. Grist.
9 Now, there's been a suggestion by Mr. Dowling that just watch
10 the video. If you look at the video you'll see it's not as
11 egregious as they're saying it is. But that argument, Your
12 Honor, it doesn't stand to reason. If that was the sexual
13 assault, Ms. McCreary was in possession of that video. If
14 that was the sexual assault, Ms. McCreary could simply look
15 at the video and say well, of course I didn't have sex with
16 him on video, of course I didn't perform oral sex on him on
17 video. I didn't do anything and if that was the basis of the
18 allegation, there would be absolutely no reason to plead the
19 Fifth.

20 The reason for that is, Your Honor, Mr. Dowling, I
21 believe all the Defendants know, that is not the instance of
22 where we're claiming there was sexual assault. Sexual
23 assault did not occur in that particular video. I think it
24 was improper what Ms. McCreary did but that most certainly
25 was not the basis for our allegation of sexual assault nor

1 could it be. I agree with Mr. Dowling. The video speaks for
2 itself. There was no sexual intercourse, there was no oral
3 intercourse, there was no touching, there was no nudity and
4 it's those very questions that I asked Ms. McCreary about,
5 did any of those things happen at any time and she said I'm
6 pleading the Fifth. And so I think it stands to reason that
7 that video clearly was not the basis of the claims of sexual
8 abuse.

9 But, again, back to the internal reporting of Comfort
10 Keepers. They've taken the position we did everything right.
11 We reported it to Ms. Parsons and Ms. Parsons was made aware
12 of the alleged sexual misconduct. In those notes and nobody
13 can argue to the contrary, Comfort Keepers' notes, that Ms.
14 Parsons' response to allegations of sexual assault was "I
15 think it's best to let sleeping dogs lay." That to me, Your
16 Honor, is an acknowledgment that I'm being formed as a
17 fiduciary, that the person under my care has been sexually
18 assaulted but I'm making the decision, the election, I
19 believe outside of her scope as a guardian, to simply not do
20 anything about it.

21 The deposition of Jennifer Browning made it clear that
22 Jennifer Browning did not report it to anybody. I've not had
23 an opportunity to ask Ms. Parsons who she reported it to, if
24 anyone.

25 THE COURT: You had the opportunity, you just didn't do

1 it.

2 MR. PURIEFOY: Well, I don't believe I did, Your Honor.
3 Again, I would just reassert my previous arguments on that
4 particular (inaudible).

5 THE COURT: (Inaudible) I've got the deposition. You
6 didn't say anything other than you got any questions? You
7 said, "I don't have any."

8 MR. PURIEFOY: That's correct, Your Honor. I just
9 don't know how I can be required to question Ms. Parsons at
10 Mr. Peel's deposition when there's a running objection by Mr.
11 Dowling, again, because of his improper recollection of --

12 THE COURT: (Inaudible.)

13 MR. PURIEFOY: Well, anyway, Your Honor, that's my
14 position as it relates to the deposition. I think I should
15 be afforded an opportunity and I think this is why it's
16 important. I suspect that I'm going to hear from Ms.
17 Browning's attorney that the same immunity argument that we
18 heard from Mr. Downing but Ms. Thomason had an opportunity to
19 question Ms. Browning about whether or not she was acting in
20 the scope of her appointment and the question is simple.

21 So this starts at page 151, line 9. Question: On
22 7/24, communications with Neal Rabin (phonetically) that you
23 had three times -- times three to review the Court order
24 update on the case. Directions on the sheriff's office e-
25 mails and telephone communications to and from Nickie

1 (phonetically) to provide support. And here's the most
2 pertinent part of this line of questioning. Is it your job
3 to support her? I thought you were an independent. Is it
4 your job to support her? Her response was: It's not my job.

5 And so what we have by way of that deposition testimony
6 is an admission on the record. I was doing something that
7 went beyond the purview of my appointment as a guardian ad
8 litem and we suspect, if we were given an opportunity to
9 question Ms. Parsons about the extensive documents that we
10 have in our possession, she would also have to admit the
11 same, and I'm very confident that we would elicit that type
12 of testimony.

13 I think this highlights, Your Honor, why it is critical
14 that we be given an opportunity to question Ms. Parsons. If
15 I was incorrect in my conservative belief that Mr. Dowling
16 was going to press me on a running objection to deposing his
17 client in the state and federal court case I certainly don't
18 want that to be held against my client, Your Honor. That was
19 my strategic decision based on information that I had
20 available to me at the time that the decision was made. I
21 thought that I was doing what was most prudent not knowing
22 what the breadth of that deposition was going to look like,
23 how many attorneys were going to question her and my belief
24 was I'm entitled to my own full day of deposition testimony.

25 And so, again, if I was incorrect in that strategic

1 decision I don't believe that that should be held against my
2 client who will be significantly prejudiced if I made the
3 wrong strategic decision. Again, I don't know that there's
4 any case law in that particular issue or the rules of or,
5 excuse me, the Rules of Civil Procedure would cut against me
6 in that particular regard but --

7 THE COURT: Are you saying lawyers should be excused if
8 they make a strategic error?

9 MR. PURIEFOY: Well, no, Your Honor. I don't think --

10 THE COURT: (Inaudible) all about?

11 MR. PURIEFOY: Well, strategic error in the sense that
12 the information that I had is very simple. I had previously
13 noticed Ms. Parson's deposition.

14 THE COURT: (Inaudible).

15 MR. PURIEFOY: Mr. Dowling told me I wasn't allowed to.
16 I mean, that was the position he took. At no time did he say
17 Mr. Puriefoy, go ahead and renotice it. Go ahead and I'm
18 willing to have her sit for your deposition. He consented
19 with one of his co-defendants calling her with I don't
20 believe in stipulations in what was going to be discussed.
21 (Inaudible) objection that Comfort Keepers couldn't call her
22 in the federal case but it was still a running objection as
23 it related to my notice, Your Honor. So I do believe that I
24 am entitled to take that deposition again when we come back
25 to these notions of whether or not an individual is working

1 within the scope of their appointment. That is a question
2 for the jury I think. The let sleeping dogs lay, that
3 decision lies in the face of the guardian and I think that
4 election -- because the guardian very clearly said that if a
5 guardian becomes aware of any harm being suffered by someone
6 under their care, they have an automatic responsibility to
7 report the same.

8 The internal notes of Comfort Keepers makes very clear
9 that that information was brought to Ms. Parsons' knowledge
10 and she elected to simply let sleeping dogs lay. I think
11 that that's clearly outside of her authority, as a guardian,
12 that she is required to report that type of conduct.

13 And so for those reasons, Your Honor, I believe summary
14 judgment is improper and I think most importantly we should
15 be given an opportunity to take her deposition.

16 THE COURT: Okay.

17 MR. WATKINS: Just quick.

18 THE COURT: I was going to say brief reply.

19 MR. WATKINS: Yeah, just quickly. Let the sleeping
20 dogs lie. We'll just start there. About what? This lady,
21 she got fired. They had the video to confront her. They
22 fired her. Sleeping dogs. Again, sleeping dogs lie. What
23 are we going to do? You know, law enforcement's got it. I
24 mean, Stacey Grist reported to the police. Do it, do it, let
25 her do it. It's a decision she makes everything in the

1 course and scope of this. You're going to question whether I
2 do this, question whether I do that. That's why we have the
3 immunity statute.

4 Now, the thing about this he says I'm misrepresenting
5 to the Court. I've never had anybody say I've misrepresented
6 anything to the Court. I had a judge who -- it was a family
7 court judge. I had the -- there was a subpoena to one of my
8 clients --

9 THE COURT: I think you disremembered it or something.

10 MR. WATKINS: Yeah, maybe I disremembered it. But,
11 Your Honor, what do you remember? Last time when you asked
12 me and I'm saying I've got to get her deposition taken, get
13 her deposition taken. You ask them. And he said I'm not
14 taking it. He didn't go into any reason. Also, it's got
15 scheduled twice. September 30th, October 9th. What does he
16 do? Does he contact me? No. Has anything changed? No.
17 Did he object? No. Did he file a motion? No. All these
18 strategic decisions. I represented over 400 attorneys in my
19 practice cases. I've spent 30, 40 years representing them.
20 In family court I've said I don't know you. You know, I
21 don't know when -- you know, you say that the Clerk of Court
22 would've done that then I go yeah. Well, we are going to
23 have to get -- and I said well, okay, you -- okay, you don't
24 know me and you're questioning whether or not what I'm saying
25 but bring the Court in. I said let me tell you a little bit

1 about myself. I said, yeah, I've represented over 400
2 attorneys. I know the code of professional responsibility
3 kind of backwards and forwards from having done this for so
4 long. I've taught at the USC Law School. I've taught
5 (inaudible) ethics classes at the Charleston Law School. I
6 work all the time with --

7 THE COURT: (Inaudible.)

8 MR. WATKINS: Greg Adams -- Greg Adams, John Freeman,
9 okay, and when -- I said okay (inaudible). I told them, I
10 said look, we'll go back to law school. Taking the bar exam,
11 the ethics bar exam, where everybody's running around. Fifty
12 questions, three points a piece. All right. Everybody's
13 coming. I got to get a 77, I got a 75, made a 78. I said I
14 don't know.

15 THE COURT: (Inaudible.)

16 MR. WATKINS: (Inaudible). My score. A 147, 147 and I
17 said -- and they tell me I'm in the 99th percentile. How am
18 I in the 99th -- because they said there's no perfect scores.
19 Shouldn't that be the 100? I don't know.

20 But anyway, these lawyers call John Freeman when he was
21 alive, he's passed. Lawyers called him when they've got
22 ethical concerns, ethical problems. I'll tell you when John
23 Freeman and Greg Adams get difficult questions, they call me.
24 That's what I told that judge. I said, look, so I have
25 somebody come in and say I misrepresenting things? Maybe I

1 misheard them. But I heard them. You asked them about the
2 deposition and he said, "I'm not taking the deposition."
3 Whatever it was out there he said it's not -- it's moot, it's
4 over. He could start. You know, is his client being
5 punished? No, because nothing's going to help. Everything
6 that they're saying, it doesn't matter. She's entitled to
7 summary judgment. They're not entitled. They could've filed
8 a motion. Having done this for a lot of years, could I come
9 up with a long list folded out of things they've done wrong?
10 Absolutely, absolutely, but I know from defending over 400,
11 that's not a pass. You don't get a pass. If you miss a
12 statute of limitations, you're responsible. If you do this,
13 if you don't call an expert, if you get the wrong expert, you
14 can be held responsible. If you miss the tax lien on real
15 estate, you're going to be responsible. You just can't say
16 well, yeah, I mean, give me a pass on it. I don't know but
17 just (inaudible) it's not going to make any difference but
18 time is now.

19 There's nothing before the Court, no type of motion to
20 address any of this. The time has passed. We're entitled to
21 summary judgment on everything. Not just the immunity but
22 just the causes of action, themselves. You can't get there
23 from here. What this is -- I don't know if you watch South
24 Carolina football game the other day when Sellers is dropping
25 back and Navy's going to throw a Hail Mary pass and he's

1 twisting around and kind of threw it backwards. All right.
2 He got sacked. Well, all this is is a Hail Mary pass and I
3 used this when Doc Morgan and asked him because I use this
4 same way. They kept saying they needed to do something and
5 they came in with a whole new lawyer to argue and I said they
6 said they need more time. They went to the transfer portal
7 and brought in a new quarterback. They're trying to -- same
8 quarterback, same quarterback, trying a Hail Mary. We sacked
9 them. Plus they don't have any receivers. Hail Mary's not
10 going to work. We're entitled to summary judgment and we're
11 entitled -- and I appreciate your time on this. Sorry it
12 took so long.

13 THE COURT: All right.

14 MR. WATKINS: This isn't (inaudible). Thank you.

15 THE COURT: Mr. Price?

16 MR. PRICE: Thank you, Your Honor. Let me find a
17 position that will be okay with (inaudible) as well as the
18 Court. Let me get a couple notes out.

19 First of all, I appreciate the arguments that we've
20 heard from Mr. Dowling because a lot of what he said would
21 apply to the position of my client, Jennifer Browning, and
22 her practice. She's the guardian ad litem. She's not a
23 guardian but she is a guardian ad litem and as Mr. Dowling
24 said, Ms. Browning was retained by the Court to serve in that
25 capacity. She didn't seek the position. Nobody gave her the

1 position. She was recommended to that position by the Court
2 and everything that she did in connection with Dr. Grist was
3 within the scope of her employment and appointment as a
4 guardian ad litem. It is that simple.

5 Having said that I am going to follow up and add a
6 little more detail. What Mr. Dowling said was correct. I
7 know the Court asked a quick question about that. The Quasi-
8 judicial immunity that applies to Ms. Browning and her
9 practice is absolute. It is absolute for everything that
10 she's accused of having done that was within the scope of her
11 appointment. And while there may be accusations in the
12 complaint that what she did was outside the scope of her
13 employment, that is all it is; accusation. It is not
14 evidence. It is not proof. There is no evidence, for
15 example, that Ms. Browning committed any criminal act as it
16 related to Dr. Grist. She didn't steal anything from him,
17 she didn't abuse him in any way and there's no evidence that
18 she did.

19 It bears some more comments about the implications of
20 immunity and why the Supreme Court in the *Fleming* case, in
21 its wisdom, said it is time to protect guardians ad litem.
22 And that is the intent is to ensure that officers of the
23 Court, ministers of the Court, guardians ad litem will be
24 assured that they will be protected in their job so that if
25 they make a mistake which we deny any mistake made in this

1 case, but even if Ms. Browning made a mistake in her duties,
2 dropped the ball in any sense and, in fact, what Fleming says
3 even if she acted grossly negligent, it is still within the
4 scope of her appointment and as such, she is absolutely
5 immune from suit.

6 Justification of that is mentioned, of course, by the
7 Court in *Fleming* but I'll go even further. Although this
8 would apply to a probate judge or guardian, to a guardian ad
9 litem. If the Court permits disgruntled, disappointed losers
10 in tough cases like this was at the probate level, to sue
11 those who are involved in the decision making and
12 information-gathering process, I don't think it's an
13 understatement to say the whole system is on the verge of
14 collapse.

15 Who in their right mind would choose to serve as a
16 guardian ad litem. That if they do, that if they made a
17 mistake in the course of their appointment, they were going
18 to be sued or accused of suits or things that they were doing
19 in their role as guardian ad litem. Now, in our memorandum
20 there are a lot of exhibits, a lot of points, but you'll be
21 able to see, in the exhibits, that we submitted with our
22 memorandum, all of the documentation that is there, prepared
23 by Ms. Browning, that documents what she did in the course of
24 her role in this case involving Dr. Grist and so, in a
25 nutshell, the system it is this important. This system has

1 to be defended and it has got to be defended as it relates to
2 Mr. Browning. What she did, right or wrong, negligently or
3 not, was within the scope of that appointment and she's
4 entitled to immunity for that.

5 Now, there are allegations. Paragraph 10 of the
6 complaint just makes a conclusory statement that she acted
7 outside the scope of her employment. That is not evidence.
8 That is not evidence. It is merely an allegation. I've seen
9 no evidence from anybody who expresses first-hand knowledge
10 that Ms. Browning broke a law, stole anything from Dr. Grist,
11 assaulted him, abused him in any way. There is no direct
12 evidence to show that and there is no evidence from which a
13 reasonable inference could be made that that might have
14 occurred. And I got that from Rule 56. I mean, that's the
15 standard. It's genuine issue of material fact viewing the
16 case on the perspective of onlooking party and all reasonable
17 inferences. And I think the second most important thing that
18 I want to say to the Court about the case against Ms.
19 Browning is not only is there no direct evidence that she
20 acted outside the scope of her appointment. There is no
21 evidence from which a reasonable inference could be drawn
22 that she did so. In fact, I would go so far to say is that
23 any inference that might be argued based on the evidence in
24 the record of this case, that she acted outside the scope of
25 her employment is an unreasonable inference and this Court

1 can't deny a Motion for Summary Judgment on the basis of
2 unreasonable inferences where there is no direct proof of a
3 criminal violation or an act taken by Mr. Browning outside
4 the scope of her employment.

5 I embrace what Mr. Dowling said in a lot of points and
6 I'll tell the Court that what that unfortunate dispute in
7 probate involving Dr. Grist and his family is. Is one of
8 those nasty cases that probate judges and guardians ad litem
9 hate to see because no matter which side they're on and I'm
10 not saying anybody involved in that case is a liar or thief
11 or cheater. I'm saying, and I agree, that the records shows
12 that there is an extreme dislike for one another. It is
13 exactly the kind of case that *Fleming* chooses to address.
14 It's the kind of case that for a probate judge or a guardian
15 ad litem, there are going to be winners and there are going
16 to be losers and the losers are not going to be happy.

17 In order to protect the judges, the guardians and the
18 guardians ad litem, the Supreme Court found that the common
19 law protects all of these from that kind of case and that is
20 exactly what this case is as it relates to these Defendants.

21 You've heard a lot of specifics but I'll just tell you
22 for every cause of action alleged against Ms. Browning and
23 her practice, I would say the same thing. A, there's no
24 direct evidence and B, to the extent one might infer from the
25 evidence that what she did was not up to par, anything that

1 they can come up with is within the scope of her duty and
2 leads to absolute immunity.

3 As I said, Mr. Suggs submitted the memorandum and the
4 Court has it. A couple of days ago we received the same
5 affidavit of Ms. Grist that you heard Mr. Dowling talk about.
6 Very briefly, try not to be redundant. In that affidavit Ms.
7 Grist says that Priscilla, who's the other Ms. Grist, hired
8 Jennifer Browning for the sole purpose of taking control of
9 Dr. Grist, the court-appointed guardian ad litem.

10 They reached out to Ms. Browning, by the way, and
11 that's in our memo. The Court reached out to Ms. Browning
12 and asked her if she would serve as guardian ad litem. In
13 this affidavit of the Plaintiff, Ms. Grist, her argument in
14 her complaint in paragraphs 6 and 7 amount to what she
15 believes was a lack of communication on the part of Ms.
16 Browning. The lack of communication doesn't even arise to
17 negligence but it's certainly something that was within the
18 scope of her duties for which she has absolute immunity.

19 She says, in paragraph 8, that she noticed Dr. Grist's
20 physical and mental decline under the care of Jennifer
21 Browning. Jennifer Browning was not carrying for her, she
22 was serving as a guardian ad litem for Dr. Grist. Again, if
23 she dropped the ball, which we deny, she's still entitled to
24 absolute immunity for the protection of her, for the
25 protection of the system.

1 I'm going to wrap up by -- and I thought about this, I
2 remembered years ago seeing a number of pictures by Norman
3 Rockwell. Most of the people in this courtroom are not old
4 enough to remember him, but he was an artist who did cover
5 paintings for the Saturday Evening Post and for other
6 magazines, and I want to show the Court -- because I'm going
7 to wrap up with this. I'm showing the Court a cover of a
8 magazine, Norman Rockwell, 1920. What it appears to show are
9 two, young faces pressed against a window and if you look
10 around the border of the picture that he drew, you see signs
11 that it's a toy store. You look at the expressions on those
12 children's faces and the little diagrams around in yellow, a
13 wreath at the top, what look like toys at the bottom.

14 My point goes to this legal principle that, under Rule
15 56, you're obligated to view the evidence and all reasonable
16 inferences for the nonmoving party.

17 I would say that with regard to this painting most
18 people would look at it and infer from it that it shows two
19 kids looking forward to what Santa Claus might bring them for
20 Christmas but somewhere out in the world there's going to be
21 somebody who looks at a picture, looks at this same picture,
22 and concludes hey, those are a couple of rats who are casing
23 the joint, they're coming in tonight, break in and steal a
24 bunch of stuff from this poor guy. They'll probably burn his
25 shop down, too.

1 That person is looking at this and drawing unfair
2 inferences and unreasonable inferences. Our position is
3 simply this, there is no direct evidence that shows that Ms.
4 Browning did anything outside the scope of her duties as a
5 guardian ad litem which was criminal, which involves sexual
6 assault on her part or thievery or abuse. Anything that is
7 in this record that anybody could try and show that she did
8 wrong and never take us outside the protections of 62-5-106
9 (phonetically), which show the elements of her
10 responsibilities and the common law absolute immunity granted
11 by our courts.

12 Thanks.

13 THE COURT: Mr. Puriefoy.

14 MR. PURIEFOY: Thank you, Your Honor.

15 So this case stems from allegations by the Plaintiff
16 that there were a number of individuals that worked together
17 to systematically go about changing Dr. Grist's --

18 THE COURT: That went beyond allegations, now, of
19 summary judgment.

20 MR. PURIEFOY: I think it's important just for by way
21 of background, Your Honor.

22 THE COURT: Okay.

23 MR. PURIEFOY: That that was -- that the allegations
24 were that these individuals got together to alter and amend
25 Dr. Grist's very well thought out and very well written

1 directives as it related to his estate planning. That was
2 the allegation.

3 In 2019, when Dr. Grist went to Dan Collins, he's an
4 attorney here in Greenville, when he went to Dan Collins to
5 change his estate planning documents to remove or alter the
6 benefit that was going to be received by some of these named
7 Defendants in this suit. Mr. Collins reached out, for the
8 first time, in 2019 to Jennifer Browning. He reached out to
9 Jennifer Browning and said, "I need you to perform a
10 competency evaluation on my client." On its face fairly
11 innocuous. Perform a mental evaluation on my client. This
12 was a year before. So fast forward, now, to 2020.

13 Neil Rabon (phonetically) is retained by Mickie Grist.
14 Dan Collins is serving as Mickie Grist's attorney. They are
15 who petitioned the probate court for the emergency
16 appointment of a guardian at which time Ms. Parsons was
17 appointed and Ms. Browning was appointed after having been
18 contacted by Mr. Collins, now the attorney for Mickie Grist a
19 year previously or a year prior, and it's at that hearing
20 that the Court says we are going to appoint Jennifer Browning
21 to serve in this case.

22 Now, our position, of course, that it's not a
23 coincidence that Dan Collins and Neil Rabon, who are
24 representing Mickie Grist, make a recommendation to use
25 Jennifer Browning as the guardian ad litem given the fact

1 that they'd reached out to her a year before. But perhaps
2 more importantly and as it relates directly to the issue of
3 was she acting within the scope of her employment.

4 Your Honor, when she was appointed to serve as the
5 guardian ad litem, there was a number of things that were not
6 disclosed to the parties participating in that litigation. I
7 think the most important of which being Mr. Browning was
8 appointed to serve by Clayton Jennings, who was a probate
9 court judge at the time. Mr. Jennings was also approving the
10 fees that Ms. Browning was charging in her services as the
11 guardian ad litem.

12 What Ms. Browning failed to disclose to Dr. Grist, to
13 his attorneys, to Stacey Grist's power of attorney or anybody
14 else was that at the same time Jennifer Browning is being
15 appointed and paid as a guardian ad litem in this case,
16 Clayton Jennings is representing her as a lawyer in a number
17 of other cases with the exact same allegations that we're
18 facing in this case. That information was never disclosed to
19 anyone. The judge awarding her fees is representing her in
20 the exact same type of case that we're dealing with right
21 here, without disclosing the same to anybody and that's
22 contained in the deposition transcript that was attached to
23 our motion.

24 And so, Your Honor, to suggest that as the guardian ad
25 litem her sole responsibility should be to Dr. Grist and

1 reporting to the Court her honest conclusions and her honest
2 findings, she's disclosing or she's failing to disclose the
3 very clear conflict of interest that she has in this case.
4 She's asking that the judge that's making the rulings about
5 whether or not they believe what she's putting in her
6 reports. Whether or not her reports support the continued
7 appointment of a guardian all while failing to disclose he's
8 my personal lawyer in some other cases.

9 That, to me, Your Honor, is extremely problematic and
10 most certainly goes beyond the scale of what her
11 responsibilities are to Dr. Grist as a guardian ad litem.
12 That, to me, is mind boggling to suggest that in doing that,
13 in withholding that type of information, she was acting in
14 furtherance of Dr. Grist's interests. I don't know how --

15 THE COURT: What evidence do you have, though, that
16 there was something that she did wrong then? Assuming that
17 there is this conflict of interest, how did that -- you know,
18 what did she do wrong then?

19 MR. PURIEFOY: Well, so, Your Honor, going --

20 THE COURT: (Inaudible.)

21 MR. PURIEFOY: -- so going back to the original, kind
22 of the background that I was giving you as to where these
23 allegations stem from, the allegation was Ms. Browning was
24 working with these individuals to change the estate planning
25 document and what we have, Your Honor, is when she was

1 questioned about at all times, as a guardian, were you
2 working within the course and scope of your employment or
3 appointment by the Court and her response was originally yes
4 and of course it would be because there's absolute immunity.

5 But to get up before the Court now and to say there's
6 absolutely no evidence that she was working outside the scope
7 of that appointment when the very question was asked and it
8 speaks to the original allegations that she was working with
9 Mickie Grist in this case to alter these estate planning or
10 at least assisting in what we believe to be an attempt to
11 alter these documents.

12 Ms. Browning was asked, is it your job to support her?
13 Is it your job to support Mickie Grist? Is that your role,
14 as a guardian, to support her in her endeavors? I thought
15 you were an independent. Is it your job to support her,
16 meaning, support her in the fact that she had filed a
17 petition for an emergency appointment of a guardian -- Mickie
18 Grist for the emergency appointment of a guardian to get a
19 guardian put into place that was contrary to the estate
20 documents that were already in place, i.e., the power of
21 attorney that appointed Stacey Grist to serve if there was a
22 finding of incapacity, is it your job to support her in those
23 endeavors and her response was, it's not my job.

24 I don't know how there could be more direct evidence of
25 an admission that you had an obligation to make impartial

1 recommendations to the probate court as it relates to the
2 care and what you believe needed to be done in the future
3 related to Dr. Grist. I.E., do you believe that he's so
4 cognitively impaired that a guardian is required? Her
5 response in her report was yes. Do you believe that he is a
6 danger to himself? Yes, I do. Do you believe that he should
7 be stripped of all of his rights? Yes, I do.

8 That was her job. Her job was not to counsel and
9 support Mickie Grist in her endeavor to have a guardian put
10 into place, to overturn and challenge the validity of Dr.
11 Grist estate documents. She testified, in her own
12 deposition, that wasn't my job but that's what I did. So to
13 suggest, again, that there's no genuine issue of material
14 fact as to whether or not this becomes an agency question
15 whether she was acting outside the scope, I think we have to
16 accept this through her testimony, at least on one occasion.
17 I did something I was not supposed to be doing which was
18 directly in line with the allegations that we had made some
19 years before the deposition was taken.

20 You were working with Mickie Grist in assisting her, at
21 the very least, in undermining her father's wishes as it
22 related to his estate planning. It's in black and white,
23 Your Honor. She simply says, I did that and it wasn't my
24 job.

25 So, Your Honor, I do believe that summary judgment, at

1 least on that particular issue, is improper.

2 THE COURT: Mr. Price.

3 MR. PRICE: I don't remember exactly what adjectives
4 and adverbs Mr. Suggs put in his memorandum about that sort
5 of stuff you just heard but, Your Honor, all I'll say is I
6 stand by the argument I made. What we've heard is not direct
7 evidence of any criminal act, any wrongful act that Ms.
8 Browning did during her time as guardian ad litem to this
9 person and there's nothing else to address. That does not
10 raise a genuine issue of material fact as to whether her role
11 as guardian ad litem essentially involved criminal acts.

12 MR. PURIEFOY: Just a point of clarification. The case
13 that's being cited to very clearly says that there needs to
14 be safeguards and protections regarding the guardian ad -- I
15 believe it was guardian ad litem's in that particular case
16 and there's been some suggestion, today, that the only
17 instances in which a guardian ad litem can be found liable
18 outside of this blanket immunity or absolute immunity is if
19 there's some criminal allegations. That's not what the case
20 says. The case alludes to and gives an example of if a
21 guardian were to batter a person then that most certainly
22 would fall outside the scope, but to suggest that the case
23 stands for the proposition only if you prove they'd done
24 something criminal can that be grounds for liability.

25 I think it's important to clarify that point, Your

1 Honor.

2 MR. PRICE: The words of the Court are "outside of the
3 scope such as abuse." The reasonable inference towards that
4 is that it's got to be that and it's got to be, as the Court
5 said, outside the scope. I've heard nothing. There's
6 nothing in the record to indicate that Ms. Browning exceeded
7 her scope of her appointment and her care of (inaudible).

8 THE COURT: Well, you all have given me a few things to
9 read and a few things to think about and I'll do both and let
10 you all know what I come up with.

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23 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING IS CONCLUDED
24 AT 2:06 p.m.)

25

CERTIFICATE OF TRANSCRIBER

I, Lynda Monroe, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 13, Greenville County, South Carolina, on the 16th day of October, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 22, 2024

Lynda Monroe

Lynda Monroe, Transcriber

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE CASE 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,
Plaintiffs,

vs.

PRISCILLA MICKIE GRIST, CAROLINE YORK GRIST LYON,
LELAND 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.

V O L U M E I
D E P O S I T I O N

WITNESS: PRISCILLA MICKIE GRIST
DATE: Thursday, November 14, 2024
TIME: 10:22 a.m.
LOCATION: Truluck Thomason, LLC
 3 Boyce Avenue
 Greenville, South Carolina 29601
TAKEN BY: Attorney for the Plaintiffs
REPORTED BY: Donna Cheryl Kyzer
 South Carolina Court Reporter

LEGAL EAGLE

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6 TRUSTEE OF THE SECOND AMENDED TRUST OF
7 STANFORD W. GRIST LIVING TRUST DATED
8 DECEMBER 5, 2005, STANFORD GRIST
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15 REPORTER'S NOTE:

16 Due to special circumstances, some counsel participated
17 in this deposition Via Videoconference from various
18 locations.
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EXHIBIT INDEX

PLAINTIFFS'

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1 STIPULATION: It is stipulated by and among
2 counsel that this deposition is being taken in
3 accordance with the South Carolina Rules of Civil
4 Procedure, and that the deponent waives the right to
5 read and sign the deposition transcript.

6 - - - - -

7 PRISCILLA MICKIE GRIST, being first duly sworn,
8 testified as follows:

9 EXAMINATION

10 BY MS. THOMASON:

11 Q. Okay. State your name out loud for the
12 record.

13 A. Priscilla Mickie Grist.

14 Q. And you prefer to go by Mickie; is that
15 correct?

16 A. That's what I go by.

17 Q. Okay. All right. Mickie, I know that you
18 have given a deposition before, and I will submit to
19 you that I reviewed that deposition. I'm going to
20 try not to go into detail on anything that you
21 testified to before.

22 A. Okay.

23 Q. Ground rules, just to remind you, if you
24 could, answer audibly for the court reporter. The
25 tendency is to nod, and she can't take that down.

1 Also, if you need to take a break at any
2 time, just ask me. All I ask is that you complete
3 the answer to the question that's been asked, if
4 there is one on the table, before we take a break.
5 Okay?

6 A. Okay.

7 Q. I am known to ask inartful questions. If
8 you don't understand a question or it's complicated,
9 and I will sometimes do that, then just ask me to
10 repeat it.

11 A. Okay.

12 Q. You'll hear your attorney object to the
13 form of a question periodically. She's taking that
14 down for the court reporter, and then you may answer
15 the question. I'm going to try to make sure I steer
16 clear of privileged information.

17 And then also, I'm going to go ahead and
18 tell you, sometimes I anticipate an answer. I don't
19 mean to, and I -- I will try not to talk over you.
20 Please just say, Hold on. And your attorney will
21 probably do the same if I do that, so. Okay?

22 A. Okay.

23 Q. All right. So, I'm going to start by going
24 back to some events that happened prior to the first
25 ex parte guardianship petition, which was in 2020.

1 Prior to that -- I'm going to ask you about, you
2 know, events that may have happened prior to that.
3 Let me ask you, did you ever report to DSS anything
4 involving your dad?

5 A. Yes.

6 Q. Okay. Tell me what prompted you to report.
7 Did someone have you report that? Did someone
8 suggest that you report to DSS?

9 A. I reported it. I just felt like, after a
10 visit that my aunt had had with my dad, there was --
11 there -- it was pretty clear that he wasn't being
12 cared for in the way that I would have preferred, and
13 there was no food in his cabinets.

14 He was still driving to work at that time,
15 which I felt was unsafe because he kept telling me
16 multiple times, different times, that he had almost
17 hit someone or killed someone, and one of them was a
18 very young girl, and it really scared him really bad
19 that he had almost hurt her just because he would
20 forget where he was going, and then he would turn
21 around, and he would sometimes make accidents.

22 Like, he would get himself stuck on the
23 farm in his truck. He was not fit to drive, and it
24 really worried me, and I thought that my sister and
25 my mom were taking in food, but I didn't really

1 comprehend that there was no food in his cabinets.
2 Sometimes he would leave the oven on. There were a
3 lot of things going on with his memory loss that
4 were -- I just felt like someone needed to step in,
5 so.

6 Q. Did you -- did you -- and so, it was -- it
7 was you alone? Your aunt --

8 A. Yeah.

9 Q. -- told you about a visit, and --

10 A. Yeah.

11 Q. -- and nobody prompted you to contact --

12 A. Well, I decided --

13 Q. -- DSS?

14 A. -- to because I felt like it was needed.

15 Q. Okay. Now, I want to go back to when your
16 dad -- first, let me ask you, did you -- did you
17 realize at that time -- because that would have been,
18 what, in 2019?

19 A. That would have been -- gosh. You're
20 asking --

21 Q. Because you --

22 A. -- me to --

23 Q. -- filed the --

24 A. -- go back.

25 Q. -- ex parte in May of 20- -- well, June

1 of 2020 is when it was actually filed. Would it have
2 been --

3 A. It was --

4 Q. -- a year --

5 A. -- a few months before that --

6 Q. Okay.

7 A. -- that I -- that I called.

8 Q. Okay.

9 A. I don't remember the exact date. I -- I
10 can't give you the exact date. I would have --

11 Q. That's --

12 A. -- to look --

13 Q. -- okay. That's okay.

14 A. -- because, otherwise, it's considered a
15 lie, and I don't want to lie.

16 Q. No. And I don't want you to. I -- okay.
17 So what happened with that DSS report?

18 A. Nothing, that I know of.

19 Q. Okay.

20 A. They never got back to me.

21 Q. Do -- so you don't know if they --

22 A. I --

23 Q. -- investigated --

24 A. I --

25 Q. -- and they found that --

1 A. I have no --

2 Q. -- nothing was going on?

3 A. -- no idea. They didn't ever contact me
4 again.

5 Q. Okay.

6 A. I attempted to contact them, but they
7 didn't return my calls.

8 Q. Okay. Did you -- did you also contact
9 adult protective services separate from DSS, or was
10 it just --

11 A. No.

12 Q. -- the DSS --

13 A. Just the --

14 Q. -- and they --

15 A. -- DSS.

16 Q. Okay.

17 That went on to them. All right.

18 What about reports made to the LLR in the
19 fall of 2019, did you report anything to the
20 licensing board about your dad's --

21 A. No.

22 Q. And so, you don't know who would have done
23 that?

24 A. I have no idea.

25 Q. Well, let me ask you, were you aware that

1 the LLR did a six-month investigation starting in the
2 fall of 2019 through the first of 2020?

3 A. No. This is the first I've heard of it.

4 Q. So nobody told you that they did an
5 in-depth investigation?

6 A. No one.

7 Q. And so, no one told you that they met with
8 your dad? No one told you that they --

9 A. No.

10 Q. -- they met with people at his office?

11 A. No.

12 Q. That they did interviews of all --

13 A. No.

14 Q. -- the people, and they found him to be --
15 have the capacity necessary to act as a veterinary?

16 A. No, no one told me that.

17 Q. And so, then you're not -- you've never
18 seen -- I'm going to show you what I'm going to mark
19 as Exhibit 1.

20 MS. THOMASON: Here is one for you.

21 MS. FERGUSON: Thank you.

22 (PLF. EXH. 1, Letter Dated 2/14/2020 From
23 LLR, was marked for identification.)

24 BY MS. THOMASON:

25 Q. And I'll submit to you this is a letter

1 dated February 14, 2020, from the licensing board of
2 the state of South Carolina, and you can take a
3 minute to read it.

4 But you've never seen this letter before?

5 A. No.

6 Q. So, throughout the course of this
7 litigation, no one showed you this letter?

8 A. No.

9 Q. Okay. And so, on February 14th of 2020 --
10 and I'll -- I'll just let you know that it was
11 actually postmarked March 8th, but regardless, on
12 February 14th, the state of South Carolina
13 Department of Licensing for veterinary found him,
14 after a six-month investigation, to have capacity to
15 practice veterinary medicine, and they also renewed
16 his license for three years at that time.

17 And so, over the course of this, not being
18 aware of that, would you agree with me that it takes
19 a certain level of capacity to practice veterinary
20 medicine, it's above normal?

21 A. It does take capacity to practice
22 veterinary medicine.

23 Q. Okay. Now, I want to talk about when you
24 decided to move forward with an action with your dad.
25 Who told you about petitioning for -- or how did

1 you -- how did you realize that you could petition
2 for a guardianship?

3 A. I have a friend whose dad is a lawyer.

4 Q. Okay. Did you discuss that with your aunt?

5 A. At some point, yes --

6 Q. Okay.

7 A. -- because she was a part of the case.

8 Q. Yes.

9 A. Not in the very beginning, but at some
10 point.

11 Q. Okay. And in your prior deposition, you
12 testified that you had never met Dan Collins.

13 A. That's correct.

14 Q. But I think you said you had heard of his
15 name?

16 A. I have heard of his name.

17 Q. Were you aware that he also represented
18 your aunt and uncle?

19 A. No.

20 Q. Okay. Now, when you decided to petition
21 for guardianship, do you -- do you mind me asking who
22 the lawyer was, your friend's dad?

23 A. I prefer not to say.

24 Q. Well, now is my only chance to ask you
25 questions, and so --

1 A. It's a childhood friend. He's passed away.

2 Q. The lawyer has passed away?

3 A. Yes.

4 Q. Okay. I'm going still going to have to ask
5 you if you could tell me his name.

6 A. Daniel Yarborough. He's passed away.

7 Q. Okay. All right.

8 A. Childhood friend.

9 Q. Okay. When you decided that you were going
10 to move forward with determination of incapacity, how
11 did you -- how did you find your lawyers, Neil Rabon
12 and Hall Provence?

13 A. Recommendations.

14 Q. Who made the recommendations?

15 A. I don't remember. This has been years ago.
16 It was someone in a group that I knew.

17 Q. Okay. Did you go to their office to meet?

18 A. When I met Neil Rabon and Hall?

19 Q. Yes.

20 A. Yes.

21 Q. Okay. And do you remember when that would
22 have been?

23 A. No. I don't remember the exact day.

24 Q. I'm just asking you around -- if you -- if
25 you remember if that -- if we're talking about

1 February and you filed it in June.

2 A. I don't remember.

3 Q. Okay.

4 A. I don't want to tell the wrong day.

5 Q. Now, when you went to take your dad to the
6 doctor, you took forms with you, and that was
7 discussed in length at your prior deposition. Who
8 gave you those forms?

9 A. I don't remember.

10 Q. Did you get them from your lawyer?

11 A. No. I think -- I really don't remember.

12 Q. So you have no idea how you got the forms
13 for incapacity for the doctors to --

14 A. I --

15 Q. -- fill --

16 A. -- probably.

17 Q. -- out?

18 A. -- just looked them up online. That's how
19 I do everything. I just google and then look it up
20 online.

21 Q. Okay. And so you took -- you took forms
22 for incapacity with you --

23 A. I didn't --

24 Q. -- to --

25 A. -- take them with me to the doctor, no.

1 Q. And so, when you -- one particular doctor's
2 appointment -- and -- and this was testified to
3 prior. I'm not trying to trip you up on what you
4 testified to prior, but the doctor filled out a form
5 and --

6 A. Which doctor are you referring to?

7 Q. I think it was Absher.

8 A. Because you're being very vague, so I need
9 to know exactly what you're referring to.

10 Q. Well, let's -- let's just -- then you tell
11 me the doctors that you took your dad to.

12 A. I -- over what period of time?

13 Q. So, from -- in the -- in the three months
14 leading up to you filing for the petition of ex
15 parte.

16 A. I attempted to take him to two doctors. I
17 wasn't able to take him to Dr. Kemmerlin to get his
18 heart checked. I was able to take him to Dr. Absher,
19 but that was the one of the two that I was able to
20 actually take him to. I wasn't able to take him to
21 Dr. Kemmerlin because my mom decided that he
22 shouldn't go to the doctor.

23 Q. What made you think you were better
24 equipped to decide than anyone else?

25 A. About what?

1 Q. About whether your dad needed to go to the
2 doctor, whether he was incapacitated.

3 A. He -- say that again --

4 Q. What made --

5 A. -- the que- -- the whole question.

6 Q. Okay. What made you think that you knew
7 better than anyone else whether he was incapacitated
8 or not?

9 A. My family is in denial about his disease
10 and has been in denial about his disease for quite
11 some time. My dad's disease didn't start today,
12 yesterday, a year ago. It started in -- I believe it
13 was 2004 when he had a brain tumor. He -- he was
14 diagnosed with an inoperable brain tumor at the stem
15 of his brain. He was attempting to do treatments.
16 That's when he started seeing Dr. Absher. That's
17 when he started losing his memory.

18 So it was a very, very gradual process. It
19 didn't happen overnight, and little by little, he was
20 losing more and more of his memory, but my family
21 didn't like to believe that. It was very obvious to
22 me. I spent a lot of time with my dad, and I could
23 see the gradual decline, and people who spent time
24 with him -- he always had to have everything signed
25 at his office because he forgot that he signed it.

1 So anything he said would always have to be signed at
2 his office. Everything was gradually just declining,
3 declining, declining, and you can have all the forms
4 you want, but I know my dad.

5 Q. Okay.

6 A. It's -- and I know -- you can have all the
7 doctors, all the forms. Different days are better
8 for him; different days are worse for him. He had
9 perfect memory some days. Whereas, the next day, it
10 would be completely opposite.

11 Q. But if -- this was a six-month where they
12 did interviews, and they did -- you would disagree
13 with it?

14 A. I'm not saying I would disagree with it.
15 I'm saying that he definitely had memory decline.
16 There is no way to say he did not, and you can have
17 all the denying that you would like, but --

18 Q. But don't -- I'm sorry.

19 A. -- I -- I knew him. Like, I knew -- I saw
20 him my whole life growing up, and he would forget
21 meetings we had. He -- he didn't have the same
22 memory. He --

23 Q. Were --

24 A. We --

25 Q. -- you estranged from your father at any

1 time?

2 A. No.

3 Q. Okay. Tell -- let's talk about when you
4 went to his house on June 23rd of 2020. And I'll
5 just submit to you that I got that date off of police
6 reports, a police report, and I will show you.

7 MS. THOMASON: I'm going to mark this as
8 Exhibit 2.

9 MS. FERGUSON: I can pass it on.

10 MS. THOMASON: Oh, thank you.

11 MS. FERGUSON: Yeah. That way, we don't
12 have to slide it around.

13 (PLF. EXH. 2, Greenville County Sheriff's
14 Office Incident Report Dated 6/23/2020, was marked
15 for identification.)

16 BY MS. THOMASON:

17 Q. And so, I want to talk about --

18 MS. FERGUSON: Yeah, it's -- can I have one
19 for --

20 MS. THOMASON: Oh, I'm sorry. I thought
21 you handed yours down.

22 MS. FERGUSON: Yeah.

23 MS. THOMASON: I thought I handed you that.

24 MS. FERGUSON: I passed it along. I'm
25 sorry. Do you --

1 MS. THOMASON: No. I'm good.

2 MS. FERGUSON: -- need it to reference?

3 MS. THOMASON: No. I'm good. I'm good.

4 MS. FERGUSON: Okay.

5 BY MS. THOMASON:

6 Q. Okay. So, on June 23rd, there was a
7 police report made, and I want to talk more about
8 what led to this police report. You went to your
9 dad's, and you met Pastor Barron out there, and you
10 took a friend with you, and so I want to ask you
11 about -- about Pastor Barron. What did you tell
12 Pastor Barron was the reason to have him meet you out
13 there?

14 A. I just wanted help.

15 Q. And what did you need his help with?

16 A. Well, he has a -- what I thought, excellent
17 relationship with my dad. Because my dad is losing
18 his memory, so he doesn't always remember every day
19 who he knows, who he doesn't know, and so he knows
20 the pastor very well, and he has a very positive
21 relationship with the pastor. So, if the pastor is
22 there, then it's easier for me to talk to my dad.

23 And my dad, at that point -- I mean, I
24 don't know any other way to say it, but he was being
25 told a lot of negative things about me that were not

1 true by my family. My family doesn't always say the
2 sweetest things about me, so -- it was really sad to
3 me because my dad and I had a very strong, loving
4 relationship until all of this happened, until his
5 memory got so bad that he couldn't even remember that
6 we had a strong relationship.

7 Q. But this was two and a half months after he
8 had been cleared to practice veterinary medicine. I
9 want to talk to you about -- I mean, he -- he was
10 still working at this time, wasn't he?

11 A. Unfortunately, yes.

12 Q. But if he wanted to work, you didn't think
13 he had the right to do that?

14 A. He -- my sister was going in the room with
15 him at the office, finding out what was going on with
16 the animal, calling my mom on the phone and saying,
17 Mom, what medicine do we give this pet? And then my
18 mom would tell what medicine the pet needed, and then
19 she would go back to the back and get the medicine.

20 My dad was being so heavily overworked that
21 the employees had reported to me that he was having
22 fainting spells because Stacey told him he didn't
23 have time to eat. He had to work, work, work, there
24 were so many surgeries to be done. He was saying
25 that -- he even told me one day that he had to train

1 Stacey in the surgeries. That's how confused he was
2 about everything.

3 And you might not want me saying these
4 things --

5 Q. No, no.

6 A. -- because these --

7 Q. You --

8 A. -- are --

9 Q. I want --

10 A. -- the -- these are the truth. No, I
11 didn't want him in that situation. He was so
12 stressed out. He had so much anxiety. I didn't --
13 he didn't need that. He was happy at home with his
14 trees and his plants, gardening. He didn't need that
15 money. Stacey was telling him he did.

16 Q. Well, let me -- you're getting that
17 information from employees, correct? Is that how you
18 understood --

19 A. Part.

20 Q. -- that, from employees he fired; is that
21 correct?

22 A. No, not from employees he fired. He did
23 not fire anyone. Stacey fired everyone.

24 Q. And so --

25 A. Stacey --

1 Q. -- if I --

2 A. -- was running --

3 Q. -- can show --

4 A. -- the show.

5 Q. -- you evidence otherwise, you wouldn't
6 change your mind on that?

7 A. I'm not sure what you're talking about --

8 Q. Okay.

9 A. -- but --

10 Q. Let me go back.

11 A. You have a lot of evidence, I understand,
12 but I need --

13 Q. Well, let's talk about it. I'm not trying
14 to -- to catch you, and I want you to tell me exactly
15 your -- your story today.

16 Okay. So, at the end of -- and I think you
17 testified in your prior deposition that you -- that
18 you had not worked in the clinic for many, many
19 years.

20 At the end of 2018 -- are you aware that,
21 at the end of 2018, when your dad was set to get his
22 distribution, there was no money to pay him? Were
23 you -- were you aware of that?

24 A. No.

25 Q. And so, nobody ever informed you of that?

1 A. No.

2 Q. Okay. And are you aware that he usually
3 got \$200,000 at the end of the year as a
4 distribution?

5 A. No.

6 Q. And so -- okay. Were you aware that when
7 he didn't get the distribution at the end of 2018 is
8 when he hired someone to look into the books? Are
9 you aware of that?

10 A. No.

11 Q. Were you aware that, at the time he hired
12 somebody to look into the books, he learned that he
13 was a million dollars in debt with drug companies?

14 A. I'm not sure what you're talking about. My
15 dad didn't talk about his business with me. He
16 didn't talk about finances --

17 Q. Yeah. I'm just --

18 A. -- with me.

19 Q. -- asking if you were --

20 A. He didn't talk about it with anyone in our
21 family.

22 Q. I'm just asking if you were aware of these
23 things.

24 A. I am not aware.

25 Q. And so, did you know Matt Wetterling?

1 A. I don't know him, no.

2 Q. Okay.

3 A. I've heard his name. I don't know him.

4 Q. How did you hear his name?

5 A. Through all the court proceedings.

6 Q. Okay. And so, are you aware that he
7 terminated Cheryl Borum in 2019?

8 A. I think I read that in the proceedings.

9 Q. But you didn't know it at the time you
10 brought the action?

11 A. No.

12 Q. And so, you wouldn't know that she
13 actually sent a letter to terminate her services
14 after he had fired her. You wouldn't have known any
15 of that?

16 A. No.

17 Q. And so, you weren't aware that what
18 prompted him to make changes was the fact that money,
19 large amounts of money, had disappeared from his
20 office?

21 A. No. I was not told about any of that.

22 Q. Okay. Were you aware -- and so you -- you
23 were not aware that he was a million dollars in debt
24 all of a -- without his knowledge, all of a sudden,
25 at the beginning of 2019?

1 A. I was not told.

2 Q. And so, you didn't know that that's why he
3 came back to work?

4 A. I was not told that.

5 Q. And -- and so, throughout the course of
6 this, have you been told anything about that?

7 A. No.

8 Q. Are you -- and you have not seen the
9 forensic report, have you?

10 A. No.

11 Q. And so, were you aware that a third-party
12 forensic CPA came in?

13 A. No.

14 Q. And so, you weren't aware that the
15 third-party forensic CPA found that Stacey had helped
16 after Cheryl and Leyland were terminated?

17 A. No.

18 Q. And this was somebody not -- not familiar
19 with any party. You weren't aware of that?

20 A. No.

21 Q. Okay. And so, at no time were you aware
22 that Leyland, your uncle, had mishandled the funds?

23 A. That's a lie. My uncle never mishandled
24 anything.

25 Q. If there were financials that show that,

1 you would still maintain that was a lie?

2 A. Correct.

3 Q. Okay. Are you aware that your uncle was
4 handling the money when the million-dollar debt --

5 A. He wasn't handling the money. He didn't do
6 the office at that time. Why, have you talked to
7 him?

8 Q. No, I'll get --

9 A. Okay.

10 Q. But I have all of the financials, and
11 it's --

12 A. Who told --

13 Q. -- in the --

14 A. -- you that?

15 Q. -- pleadings. We have actual records of
16 it, and then --

17 A. What do --

18 Q. -- there is --

19 A. -- you have records --

20 Q. -- witnesses.

21 A. -- of?

22 THE COURT REPORTER: Can you let her finish
23 the question before you answer so that I can make
24 sure that I get all the words down?

25 THE WITNESS: Yeah. Sure.

1 THE COURT REPORTER: Thank you.

2 MS. THOMASON: Sorry.

3 THE COURT REPORTER: That's okay.

4 BY MS. THOMASON:

5 Q. I told you I would do that too.

6 So, when Matt Wetterling came in, I will
7 submit to you he did an accounting, and -- and there
8 was a million dollars in debt, and I can share -- I
9 think your attorney is just now getting involved in
10 the case. We can share those with you if you've
11 never seen those.

12 A. Well, I would like you to share them with
13 my attorney.

14 Q. Okay.

15 MS. FERGUSON: Yeah, we'll get them.

16 BY MS. THOMASON:

17 Q. Okay. And so, does that change your
18 opinion of your dad's actions at the beginning
19 of 2019 when he changed his estate plan? If what I
20 just told you is true, if I can prove to you that's
21 true, does that change your position?

22 A. I don't have a position. I'm not sure what
23 you're talking about.

24 Q. Okay. Do you think -- well, let me back
25 up, and we'll walk through it more slowly. Are you

1 aware that when your dad met with Dan Collins at the
2 beginning of February of 2019, and he was there to
3 remove your uncle as his power of attorney, did
4 anyone ever tell you that your aunt and uncle were
5 there, and Dan represented them also?

6 MS. FERGUSON: I'm just going to object to
7 the compound question.

8 MS. THOMASON: Thank you. Let me break
9 that down.

10 MS. FERGUSON: I do the same thing.

11 MS. THOMASON: I know. I told you I would
12 in the beginning.

13 BY MS. THOMASON:

14 Q. All right. Let me ask you again. Did
15 you -- did you know that your aunt and uncle were
16 represented by Dan Collins?

17 A. No.

18 Q. Okay. And so, you didn't know that your
19 aunt and uncle were waiting at Dan Collins' office
20 when your dad arrived to change his estate plan?

21 A. No.

22 Q. And so, you weren't aware that your dad was
23 handling all of this himself, without Stacey?

24 A. I'm not sure what you're referring to.

25 Q. When he was doing the investigation into

1 the money missing, you weren't aware that he was
2 doing that process --

3 A. My dad --

4 Q. -- on his own?

5 A. -- didn't talk to me about these things.

6 I --

7 Q. Okay.

8 A. -- think I --

9 MS. FERGUSON: Just -- so --

10 A. -- told you that.

11 MS. FERGUSON: -- just make sure that she
12 finishes first --

13 THE WITNESS: Okay.

14 MS. FERGUSON: -- and then you can respond,
15 just because she's trying to write down every single
16 thing everybody says.

17 THE WITNESS: Okay.

18 MS. FERGUSON: It's okay. Just deep
19 breaths. You want some water?

20 THE WITNESS: No, thank you.

21 MS. FERGUSON: Okay.

22 BY MS. THOMASON:

23 Q. Okay. And, Mickie, I really am not trying
24 to upset you. I just -- I get one opportunity to ask
25 you questions, and so -- do you need to take a break?

1 MS. FERGUSON: Okay. Yeah.

2 THE WITNESS: I would love to leave. I
3 really would.

4 MS. FERGUSON: Do you want a breather?

5 THE WITNESS: Yeah. I would just love to
6 leave.

7 MS. THOMASON: You do --

8 THE WITNESS: I'll just do this another
9 day.

10 MS. THOMASON: You --

11 MS. FERGUSON: Hey, hey, hey. So we can do
12 that, but let's take breather.

13 THE WITNESS: I can.

14 MS. FERGUSON: Okay?

15 THE WITNESS: Actually, I can.

16 Come on, baby.

17 (A short break transpired.)

18 MS. THOMASON: Okay. We're back on the
19 record just to make note of the fact that the witness
20 terminated the deposition and left, and so we'll
21 leave the deposition open --

22 MS. FERGUSON: I agree to that.

23 MS. THOMASON: -- to complete at a later
24 date.

25 MS. FERGUSON: Yeah, agreed.

1 MS. THOMASON: Off the record.
2 (The deposition adjourned at approximately
3 10:51 a.m.)
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CERTIFICATE OF REPORTER

I, Donna Cheryl Kyzer, Court Reporter and Notary Public in and for the State of South Carolina at Large, 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 the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 23rd day of November, 2024, Lexington County, South Carolina.



Donna Cheryl Kyzer

Donna Cheryl Kyzer, Court Reporter

Notary Public

State of South Carolina at Large

My Commission expires: October 6, 2032