EXHIBIT A

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Case No. 2024-CP-25-00409
Appellate Case No. 2025-001868

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

v.

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

v.

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

APPELLANTS' REPLY TO RESPONDENT'S RETURN TO THE MOTION TO CERTIFY CASE AND TRANSFER FROM THE COURT OF APPEALS

This appeal presents a novel and unique issue of whether a plaintiff may demand a jury trial as to all claims and then, after engaging in discovery for months, trump its own jury trial demand with a motion to compel arbitration. Neither party has cited to a case with similar facts, making this case anything but "fairly routine" as Respondent PMPED argues. (Return p. 2). Usually, a plaintiff makes a jury trial demand and a defendant raises arbitration as a defense. In this case, Plaintiff-Respondent PMPED made a jury trial demand and then, at an opportune moment, moved to arbitrate and void its own jury trial demand. Importantly, at no prior point in time was it prevented from moving to compel arbitration.

PMPED provides no explanation for its conduct. It does not explain why it made a jury trial demand and then did not move to compel arbitration for five months after participating in merits-based discovery in circuit court.

This is the type of case that Rule 204, SCACR, is intended to address—a case that "involves an issue of significant public interest or a legal principle of major importance." Rule 204(b), SCACR. No case has ever addressed this scenario, and the Court's rulings in this case will affect the efficacy of Rules 8 and 38, SCRCP, and how litigants draft pleadings and engage in discovery.

As further explained below, this case is immediately appealable. Established precedent required Appellants to immediately appeal the denial of two Rule 38 jury trial demands. The arguments presented are all properly preserved and are supported by the record. The Court should grant the motion to certify to address the significant and novel issues raised in this appeal.

FACTS

Appellants incorporate the statement of facts in the motion to certify and respond below to certain representations in PMPED's Return.

The Employment Agreement does not state that all disputes relating to Mr. Barnes' employment are subject to arbitration. (Return p. 3). Every single page of the Agreement says in a footer that "**certain** provisions of this agreement are subject to binding arbitration pursuant to S.C. Code Ann. §§ 15-48-10 et seq., as amended from time to time." (Agreement) (all capital letters in original) (emphasis added). If only "certain provisions" are subject to arbitration, then there is something related to employment that is not arbitrable.[1] PMPED's own conduct shows

[1] Appellants will address the arbitrability of specific claims under the Employment Agreement in its briefing on the merits as an alternative to the argument that PMPED waived arbitration as to all claims between it and Appellants.

that it did not interpret the Employment Agreement so broadly as it now argues. PMPED's Complaint does not allege that all claims as to all parties are arbitrable. (Cmplt.).

PMPED chose to file suit in circuit court and to demand a jury trial as to all claims. (Cmplt.). When a party files a complaint, the South Carolina Judicial Department asks for certain information from the plaintiff. It asks if the plaintiff is making a jury trial demand and if the case is subject to arbitration, mediation, or exempt from the ADR process. The filing party is to check each button "that is pertinent to the case." The image below is from the Electronic Filing – Filer Interface Complete User Guide, pp. 20-21.[2]

Home | E-File | Cases | My Profile | Log Out   user: Howard E Jones

Home ⇛ County ⇛ Case Type ⇛ Case Subtype ⇛ Case Initiation

County: Georgetown   Court Agency: Common Pleas   Case Type: Common Pleas   Case Subtype: (100) Constructions

Case Initiation

Jury Demand: ○ Yes ○ No

Alternative Dispute Resolution (ADR): ○ Arbitration ○ Mediation ○ Exempt

Case Participants [Add a Plaintiff] [Add a Defendant]

Remove	Participant Name	Sequence	Type	Attorney(s) for Party

[Back] [Save to Draft] [Next]

As the court records below show in this case, PMPED represented "Mediator – Jury" to the Judicial Department and to Appellants. It did not represent the case is subject to arbitration.

Peters Murdaugh Parker Eltzroth & Detrick, Pa VS William Barnes , defendant, et al					
Case Number:	2024CP2500409	Court Agency:	Common Pleas	Filed Date:	12/16/2024
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Mediator - Jury
Status:	Pending/ADR Sanctions	Assigned Judge:	Taylor, Heath P.		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

After making this representation, PMPED proceeded to litigate this case solely in circuit court, including responding to discovery, sending discovery requests, and entering into a consent Confidentiality Order under which the parties produced discovery. (Tr. July 10, 2025 pp. 17-20). This is all consistent with an intent to litigate in circuit court.

[2] https://www.sccourts.org/media/wvpdl2wq/efilingusermanual.pdf.

PMPED misrepresents that Mr. Barnes "delayed the initiation of the required arbitration process for almost three years by refusing to provide information regarding the settlements he collected on cases that originated at PMPED and were later transferred to Barnes Law Firm." (Return p. 4). PMPED's receipt of any case information has nothing to do with when it could have initiated arbitration, and Mr. Barnes did nothing to prevent or delay PMPED from filing suit or arbitration. PMPED could have filed for arbitration at any point in time. It admittedly chose to wait until the eve of the statute of limitations. PMPED knew that Barnes could not provide the information it requested because of Rule 1.6 of the Rules of Professional Conduct that prohibits a lawyer from disclosing "information relating to the representation of a client unless the client gives informed consent." Rule 1.6, RPC, Rule 407, SCACR.

The Employment Agreement provides that, after an employee's departure from PMPED, the employee and PMPED will try to enter a written agreement regarding the employee's departure. (Employment Agreement ¶¶ 16 & 18). During these discussions, PMPED asked to review the case files of clients of Barnes Law Firm that were former clients of PMPED. (Ans. & Counterclaims ¶ 62). PMPED asked for numerous categories of information from the client files. *Id.* Barnes could not provide that information to PMPED because of the ethical duty of confidentiality. (Ans. & Counterclaims ¶ 63). He asked PMPED to provide authority that allowed him to give client information without client authorization. *Id.* at ¶ 63. PMPED provided none. *Id.* at ¶ 64. For three years PMPED requested the information without ever giving Barnes authority for the request. In any event, Appellants did produce the information in discovery in circuit court pursuant to a Confidentiality Order that PMPED now asserts is void during any arbitration and, thus, PMPED is still calling into question the protections of Rule 1.6.

It is a fact that PMPED sent discovery requests to Appellants and received significant responses from Appellants. (Tr. July 10, 2025 pp. 17-20). PMPED argues that the specific requests from it to Appellants are not in the record. (Return p. 6 n.1). That does not matter. The point is that PMPED did in fact send discovery requests to Appellants and did receive responses. (Tr. July 10, 2025 pp. 17-20; Order p. 4). It does not (and cannot) deny that. PMPED participated in discovery, conducted itself as if discovery in circuit court was proper and would continue, and used discovery to gain information before ever trying to compel arbitration.

Finally, PMPED states that Appellants raised waiver and prejudice arguments for the first time in a motion to reconsider. (Return p. 6 n.1). That is incorrect. As the attached transcript of the initial hearing on the motion to compel arbitration shows, Appellants extensively argued waiver and prejudice. (Tr. of hearing pp. 13-21, attached to Reply). Appellants used the word "waiver" at least seven times, and specifically cited to and discussed *Johnson v. Heritage Healthcare of Estill, LLC*, 416 S.C. 508, 788 S.E.2d 216 (2016), regarding waiver law. (Tr. of hearing pp. 13, 19, 20). Appellants discussed the "prejudice" and "harm" to them in support of their waiver argument. (Tr. pp. 19-20).

ARGUMENT

This case presents the novel situation in which the Plaintiff filed a complaint in circuit court demanding a jury trial and then moved to compel arbitration after months of litigating in circuit court and participating in discovery. Contrary to PMPED's characterization, there is certainly something "unusual" about this case (Return p. 6) because there is no reported appellate opinion that addresses a situation where the plaintiff filed a jury trial demand, engaged in discovery, consented to a confidentiality order in circuit court, and then tried to compel arbitration.

PMPED provides no explanation for its delay in moving to compel arbitration. No matter how PMPED spins this case, the truth is that it threatened to immediately compel arbitration if Appellants did not settle with them in November of 2024 and then made an about face by filing a Complaint in circuit court and demanding a jury trial as to all causes of action. Nothing that Appellants did forced PMPED to do that. PMPED filed a jury trial demand and then, after Appellants denied all arbitration allegations and demanded a jury trial as to the counterclaims, PMPED failed to assert arbitration as a defense or immediately seek to compel arbitration. (Reply). It waited too long.

PMPED had numerous options to compel arbitration, including by way of a motion filed simultaneously with or directly after it filed a Complaint, after Appellants filed an answer denying the arbitration allegations, after Appellants filed counterclaims with a jury trial demand, after Appellants sent discovery requests, when PMPED responded to Appellants' discovery requests, when Appellants filed a motion to compel complete discovery responses, or when the case appeared on numerous motion rosters.

As discussed below, PMPED's complaint is not a demand for arbitration. Regardless, its conduct after filing the Complaint plainly shows that it waived arbitration over and over again. PMPED should not be permitted to make representations of a jury trial demand and circuit court litigation to Appellants and the Judicial Department, and then seek arbitration when litigation in circuit court is no longer advantageous to it.

The Court should grant the motion to certify to address the novel and significant issues raised in this appeal.

I. <u>The Orders are Immediately Appealable, and this Court has Appellate Jurisdiction.</u>

The orders on appeal are immediately appealable under a line of established case law regarding the appealability of an order that affects the mode of trial and, thereby, affects a party's substantial rights under S.C. Code Ann. § 14-3-330(2). "Pursuant to § 14-3-330(2), this Court has held on numerous occasions that when a trial court's order deprives a party of a mode of trial to which it is entitled as a matter of right, such order is immediately appealable." *Flagstar Corp. v. Royal Surplus Lines*, 341 S.C. 68, 72, 533 S.E.2d 331, 333 (2000).

PMPED argues that an order granting a motion to compel arbitration is not immediately appealable. (Return pp. 7-8). This is not a typical order granting a motion to compel arbitration. In a typical arbitration situation, the plaintiff will file a complaint with a jury trial demand, and a defendant will assert arbitration as a defense. What makes this case distinguishable is that the plaintiff made a jury trial demand, which no one challenged and, thus, became a valid demand under Rule 38, SCRCP, and then the defendants also made a jury trial demand that no one challenged. The lower court denied Appellants' requests for enforcement of the two jury trial demands and, in effect, struck PMPED and Appellants' jury trial demands. *See Lester v. Dawson*, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997) (holding that appellant should have immediately appealed an order denying a Rule 38, SCRCP, jury trial request); *Morrow v. Fundamental Long-Term Care Holdings, LLC*, 412 S.C. 534, 539, 773 S.E.2d 144, 147 (2015) ("Our review of trial court orders is not constrained by how the order is styled.").

"Orders of the trial judge denying a request for a jury trial involve the mode of trial, affect substantial rights under section 14-3-330(2) of the South Carolina Code." *Bateman v. Rouse*, 358 S.C. 667, 674, 596 S.E.2d 386, 389 (Ct. App. 2004). As Appellants stated to the lower court, its decision "is about enforcement is a jury trial demand under Rule 38, SCRCP." (Mot. to Alter or

Amend p. 1). "Issues regarding mode of trial must be raised in the trial court at the first opportunity, and the order of the trial judge is immediately appealable. The failure to timely appeal the interlocutory order of the trial court effects a waiver of appeal rights." *Foggie v. CSX Transp., Inc.*, 315 S.C. 17, 23, 431 S.E.2d 587, 590 (1993). As such, Appellants were required to immediately appeal the lower court's orders that invalidated two Rule 38, SCRCP, jury trial demands. *See Mortg. Elec. Sys., Inc. v. White*, 384 S.C. 606, 612, 682 S.E.2d 498, 501 (Ct. App. 2009) (holding that an appellant waived an appeal where they "made a demand for a jury trial in three pleadings," including an answer but did not immediately appeal a ruling denying a jury trial).

Appellants specifically addressed appealability in the Notice of Appeal to avoid taking this Court or the Court of Appeals' time with this issue.[3] (Not. p. 2). Appellants cited to S.C. Code Ann. § 14-3-330(2), explained that the order affected a substantial right by denying them a mode of trial, and cited to case law showing the immediate appealability of the orders. *Id.* PMPED does not address any of that case law in its Return.

PMPED argues that the case is not immediately appealable because "newly discovered evidence" could change the lower court's mind about arbitrability or the arbitration could "break down." (Return p. 8). That is conjecture, and there is no law to support it. To the extent that PMPED is referring to relief under Rule 60(b), SCRCP, which references "newly discovered evidence," there is no law that says the existence of Rule 60(b) makes an order not immediately appealable. On the contrary, that rule applies to an immediately appealable "final judgment." Rule 60(b), SCRCP. If the Court were to accept PMPED's argument, then any judgment or order

[3] PMPED filed in the Court of Appeals a motion to dismiss the appeal as not immediately appealable. Appellants previously filed a motion to hold that appeal in abeyance during the pendency of this Motion to Certify. The Court of Appeals' records show the case as held in abeyance. Further, while the Motion to Certify is pending in this Court, it is not appropriate for the Court of Appeals to take action. Therefore, this issue is ripe before this Court.

subject to Rule 60(b) would not be immediately appealable because a party could, hypothetically, ask the circuit court to change its mind. PMPED's argument is merely a conjured hypothetical situation that does not affect appealability.

The Court should find that the orders are immediately appealable under § 14-3-330(2).

II. PMPED's Complaint is Not a Demand for Arbitration.

PMPED's complaint is not a demand for arbitration. (Reply pp. 6, 13-15). It plainly states "JURY TRIAL DEMANDED" and asks for a jury trial "on all triable issues." (Cmplt. pp. 1, 10).

PMPED states that it requested arbitration as to "all arbitrable issues." (Return p. 14). That is incorrect. A review of the Complaint shows that PMPED, at most, stated a part of one category of case fees may be subject to arbitration, and requested arbitration only as to "Defendant Barnes." (Cmplt. ¶¶ 12, 23, 32, 49, 54(d)).

The arbitration allegations refer only to "transferred cases that are not subject to the fifty percent sharing agreement." (Cmplt. ¶¶ 12, 23, 32, 49). However, the arbitration allegation in the prayer for relief asked the circuit "Court to make a determination as to the division of attorney fees that have been collected and that may be collected in the future from transferred cases that are not subject to the fifty percent attorney fee sharing agreement." (Cmplt. p. 10 ¶ 54(d). PMPED asked the circuit court to decide the issue of those fees that it said are subject to arbitration.

PMPED does not respond to Appellants' argument that it is bound to its pleadings that demand a jury trial. (Mot. to Certify p. 16).

Under Rule 38(c), if a party does not specify the issues that are triable by a jury from those which are not, then "he shall be deemed to have demanded trial by jury for all the issues so triable." Rule 38(c), SCRCP. PMPED did not specify under Rule 38(c), SCRCP, what issues or causes of

action it alleges are triable by jury or subject to arbitration. Under the plain language of Rule 38, PMPED made a jury trial demand as to all causes of action.

PMPED does not cite to Rule 38 in its Return filed with this Court. The only authority PMPED cites to for its argument on this point is a reference to the FAA and the SCUAA. (Return p. 14 n.3). The SCUAA section § 15-48-170 is not applicable because PMPED did not file an "application" with the court for arbitration. Any such "application . . . shall be by motion," and PMPED did not file a "motion" until May 2025.

PMPED states that "it was apparent to Appellants from the face of the complaint that PMPED fully intended to request that the circuit court compel all issues encompassed within the scope of the arbitration provision into arbitration." (Return pp. 14-15). That was not apparent to Appellants and is contrary to the law. Indeed, after PMPED threatened at mediation to "move expeditiously to arbitration," the jury trial demand without any Rule 38(c) restriction, told Appellants that PMPED intended to have a jury trial. If PMPED truly meant for its Complaint to be a request to compel arbitration, then it should have immediately moved to compel arbitration after filing the Complaint. Absent that immediate motion, Appellants proceeded as they should—to litigate claims filed against them in circuit court. Appellants were sued in circuit court pursuant to a jury trial demand as to all claims. They took it seriously. *See, e.g.*, *Griffin v. Capital Cash*, 310 S.C. 288, 292, 423 S.E.2d 143, 146 (Ct. App. 1992) ("A suit at law is not a children's game, but a serious effort on the part of adult human beings to administer justice . . . .").

The Complaint does not allege that all claims as to all parties are subject to arbitration. It is not a demand for arbitration as to all claims and all parties. At most, it addresses arbitration as to one narrow category of case fees and only as to Mr. Barnes, but even as to those fees, it asks the circuit court to decide the merits of the issue. (Cmplt. ¶ 54(d)). Therefore, the filing of the

Complaint without a jury trial demand as to Barnes Law Firm and all other claims must "be deemed" a valid jury trial demand under Rule 38, SCRCP, and a waiver of arbitration as to Barnes Law Firm and those claims. PMPED did not assert arbitration as to all parties and all claims until the *hearing* on the motion to compel. (Mot. to Certify p. 7). This is too late.

PMPED is trying to avoid the procedures of Rule 38, SCRCP, by filing a motion to compel arbitration in contravention of its own jury trial demand. Whether a Rule 38, SCRCP, jury trial demand is enforceable under these circumstances is a novel issue of significant public interest and implicates legal principles of major importance. The Court should grant the Motion to Certify as to this issue.

III. **PMPED repeatedly waived arbitration through its conduct, and the lower court's decision to the contrary violates this Court's holding in *Johnson v. Heritage Healthcare of Estill*.**

This case is not distinguishable from *Johnson v. Heritage Healthcare of Estill, LLC*, 416 S.C. 508, 788 S.E.2d 216 (2016). Rather, this case has even stronger waiver conduct.

In *Johnson*, the defendant asserted arbitration as a defense. In this case, Appellants did not, and even PMPED did not assert arbitration as a defense to Appellants' counterclaims. PMPED did not move to compel arbitration even after Appellants denied its arbitration allegations. Instead, similar to the defendant in *Johnson*, PMPED continued litigation by seeking discovery of issues that it "wished to pursue, but ignoring [Appellants'] requests for discovery of issues that, in [PMPED]'s opinion, were irrelevant at that point in the litigation." *Johnson*, 416 S.C. at 514, 788 S.E.2d at 219. As in *Johnson*, this caused Appellants "to incur further expenses, [] in responding to [PMPED]'s requested discovery." *Id.* Further, the discovery in this case was discovery on the merits of the claims and not on arbitrability, which is an additional basis to find waiver that is even stronger in this case than in *Johnson*.

PMPED argues that Appellants did not put them "on notice that they would pursue a waiver defense." (Return p. 18). This is disingenuous. PMPED knew that Appellants did not respond to its requests to name an arbitrator. Appellants did not respond because they did not believe the claims between the parties were arbitrable. PMPED knew when it received Appellants' Answer and Counterclaims that Appellants formally denied arbitrability in a pleading. PMPED was on notice that its conduct would constitute waiver. Yet, it consciously chose to not assert arbitration as a defense to Appellants' counterclaims, despite asserting over thirty affirmative defenses. This is not only waiver by discovery and other litigation conduct, it is waiver as a matter of law under the Rules of Civil Procedure. Rules 8 and 12(b), SCRCP.

PMPED's responses to Appellants' discovery requests show an intent to litigate in circuit court. (Pl. Resp. to Int.). The responses do not reference arbitration. Instead, they specifically reference a trial in circuit court as well as further orders by the circuit court. These responses were filed with Appellants' motion to compel PMPED's complete discovery responses and are part of the Record.

PMPED relies on *General Equip. & Supply Co. v. Keller Rigging & Constr., SC, Inc.*, 344 S.C. 553, 544 S.E.2d 643 (Ct. App. 2001), as support for its argument that it did not waive arbitration. (Return pp. 18). The heart of its argument is that the discovery and conduct in circuit court was only "routine administrative matters and limited discovery" that did not include depositions. *Id.* That is an incorrect characterization of what occurred in circuit court.

First, Appellants' motion to compel PMPED's discovery responses was not a "routine administrative matter." It asserted that PMPED improperly withheld relevant, discoverable information related to the merits of the parties' claims. (Exh. Letter to Mot. to Compel).

Second, that PMPED chose to respond only with limited information does not change the nature of Appellants' requests that went to the heart of PMPED's allegations against Appellants. Further, PMPED was not somehow being gracious in responding to discovery—it had a duty to do so. "An affirmative duty does exist to answer interrogatories and respond to requests to produce." *CFRE, LLC v. Greenville Cnty. Assessor*, 395 S.C. 67, 83, 716 S.E.2d 877, 885 (2011). "The entire thrust of the discovery rules involves full and fair disclosure . . . ." *Samples v. Mitchell*, 329 S.C. 105, 113, 495 S.E.2d 213, 217 (Ct. App. 1997). PMPED did not have the option to "partially answer[] Appellants' discovery requests" or "respond[] to discovery requests in a perfunctory fashion," as it argues to this Court. (Return pp. 6-7, 18). It was obligated to fully and completely respond. The discovery in this case was not "limited discovery." It was full discovery in circuit court under the Rules of Civil Procedure. Regardless, the act of PMPED responding to Appellants' discovery requests is inconsistent with arbitration. PMPED does not explain any basis for why it responded to discovery if it meant to arbitrate all claims as to all parties.

Third, *Keller* was decided when there was still a "policy of this state to favor arbitration of disputes"—which no longer exists. *Keller*, 344 S.C. at 556, 544 S.E.2d at 645. This case is easily distinguishable from *Keller*.

PMPED continually omits from its recitation of the events in this case that it sent merits-based discovery requests for production and interrogatories, and received responses to them. (Return pp. 6-7, 17-18). It does not make an argument that, if it sent discovery requests to Appellants (which it did), then that is not waiver. That is because PMPED knows that this conduct is waiver under *Johnson* and does not want the Court to consider it.

PMPED focuses on the absence of its discovery requests in the record and argues that the statements at the hearings below are arguments of counsel and not evidence.[4] (Return pp. 6, 15-16). That is disingenuous and misses the point. First, there is not a dispute as to whether PMPED sent discovery requests to Appellants and received responses. It did send requests; and Appellants did respond to the interrogatories and requests for production, producing hundreds of pages of information. (Order p. 4; Memo. in Opp. to Mot. to Recon. p. 13). At the hearing on the motion to compel arbitration, Appellants' counsel represented to the lower court the history of PMPED sending discovery requests to Appellants, granting Appellants an extension to respond to discovery, negotiating a Confidentiality Order, and of PMPED receiving responses from Appellants. (Tr. pp. 17-18). PMPED did not deny at the hearing that any of that discovery occurred because it is all true. The Order denying the motion to compel arbitration (drafted by PMPED) states that "Defendants asserted Plaintiff waived the right to enforce the arbitration provision by filing the Complaint in this case **and serving discovery requests**." (Order p. 4) (emphasis added). The point is that PMPED proactively engaged in merits-based discovery, which they cannot hide before this Court.

Second, Appellants do not have to present evidence of an undisputed fact and, regardless, there are numerous documented instances of statements to the lower court that PMPED sent Appellants requests for production and interrogatories, and that Appellants responded to both sets of discovery, including confidential fee and settlement information, Mr. Barnes' engagement in cases, and detailed answers and explanations provided under oath. (Tr. July 10, 2025 pp. 17-21, Tr. Aug. 28, 2025, Pl. Mot. to Recon.). That is properly included in the record on appeal and supports Appellants' arguments. Rules 208(b)(1)(E), 209, and 210, SCACR.

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[4] Appellants are simultaneously filing a Return to PMPED's motion to strike.

PMPED does not make a substantive argument about prejudice, but makes only one statement that Appellants "produced no evidence" of it. (Return p. 15). Appellants incorporate the extensive prejudice argument from their Motion to Certify into this Reply, and further note that they are prejudiced because they produced confidential client information subject to Rule 1.6, Rule 407, SCACR, only under the terms of a Confidentiality Order with procedures for protection in circuit court. PMPED now represents to this Court that the Confidentiality Order is not valid in an arbitration. It states that "if the parties were to return to circuit court . . . the confidentiality order would still be in effect." (Return p. 19). This means PMPED takes the position that the Confidentiality Order is not in effect while the case is in arbitration. (Return p. 19). Appellants now have no way of ensuring protection of that client information and gave it under what now appear to be false pretenses. This is prejudice.

The lower court did not address *Johnson* or the merits of waiver. This Court should grant the Motion to Certify to address these issues.

IV. **The lower court's order impermissibly voids the Confidentiality Order.**

Appellants argued that PMPED's consent to the Confidentiality Order "is an independent and knowing waiver of arbitration." (Mot. p. 15). PMPED does not respond to this argument. It provides no explanation for how it can consent to jurisdiction over discovery disputes in circuit court and still seek arbitration.

Instead, PMPED argues that the lower court's order compelling arbitration does not violate the two-judge rule because "[i]f the parties were to return to circuit court . . . the confidentiality order would still be in effect." (Return p. 19). Stated another way, they argue that the Confidentiality Order is stayed or suspended while the case is in arbitration but would be in effect if the parties later return to circuit court. An order cannot lay dormant and then spring back to life.

Further, this would defeat the entire purpose of the Confidentiality Order, which is to protect the information provided pursuant to its terms. Appellants relied on the Confidentiality Order to produce confidential client information. Appellants relied on PMPED's consent to the Order (which its counsel signed), and PMPED should be bound to that Order. *See, e.g.*, *Collins v. Bisson Moving & Storage*, 332 S.C. 290, 303, 504 S.E.2d 347, 354 (Ct. App. 1998) ("Acts by an attorney are binding on clients through principles of agency law."); Rule 11, SCRCP.

The Confidentiality Order provides for enforcement and protection of that information by the circuit court. PMPED now argues that those protections are void during an arbitration at which it may use that confidential client information without the protections it agreed to in order to obtain the information. PMPED moved to compel arbitration only three weeks after it agreed to the circuit court's jurisdiction over ongoing discovery. The only things that changed in that time were that it received the information it wanted—confidential settlement information—and it received requests for deposition dates. PMPED's consent to the Confidentiality Order is wholly inconsistent with its subsequent position that all discovery and claims are subject to arbitration. It provides no explanation for why it consented to circuit court jurisdiction over discovery but then moved to compel arbitration.

The Court should grant the Motion to Certify on this issue and find that the consent was an independent act of waiver of arbitration.

V. <u>Appellants preserved the argument that PMPED waived arbitration by failing to plead it as an affirmative defense.</u>

At the July 10, 2025 hearing on PMPED's motion to compel arbitration, Appellants expressly argued that PMPED waived arbitration by failing to plead it as an affirmative defense. Appellants' counsel stated:

> [W]e get a lawsuit filed on 12/16/24. We filed an answer on 1/15/25 and we provided counterclaims and third party complaints. They answered those[;]

> nowhere in their answer to third party complaints and counterclaims, or they asserted a right to demand arbitration, need to go to arbitration, move to dismiss based on arbitration, nowhere.

(Tr. of hearing p. 17). The argument was properly raised to the lower court. PMPED argued that the issue is unpreserved based solely on its conjecture as to whether the issue was raised because it did not have the transcript. (Return pp. 19-20). As the transcript shows, there is no dispute that Appellants raised the issue.

On the merits, PMPED argues that its failure to assert arbitration as a defense does "not necessarily waive the defense" because Appellants could not "have realistically believed" they waived arbitration. (Return p. 20). That is legally and factually incorrect.

Legally, PMPED takes the word "may" out of context to argue that the failure to plead an affirmative defense may or may not be waiver. (Return p. 20). "The right to seek arbitration is a defense to civil litigation. Like any other defense, it **may** be waived by failing to timely assert it under the rules of civil procedure." *Palmetto Constr. Grp., LLC y. Restoration Specialists, LLC*, 444 S.C. 328, 344, 907 S.E.2d 129, 137 (Ct. App 2024) (internal quotation marks omitted) (emphasis added). The word "may" did not mean that there is an inquiry into why a party did not assert a defense. It simply meant that the defense is something that is waivable. Our courts have plainly stated that "[t]he failure to plead an affirmative defense **is** deemed a waiver of the right to assert it." *Wright v. Craft*, 372 S.C. 1, 21, 640 S.E.2d 486, 497 (Ct. App. 2006) (emphasis added).

PMPED's failure to plead arbitration as a defense is deemed a waiver of the right to assert it. The lower court's decision to the contrary violates numerous appellate decisions. *Whitehead v. State*, 352 S.C. 215, 220, 574 S.E.2d 200, 202 (2002) ("The failure to plead an affirmative defense is deemed a waiver of the right to assert it."); *Branche Builders, Inc. v. Coggins*, 386 S.C. 43, 48 n.4, 686 S.E.2d 200, 202 (Ct. App. 2009) ("The failure to plead an affirmative defense is deemed

a waiver of the right to assert it."); *Parrish v. Allison*, 376 S.C. 308, 327, 656 S.E.2d 382, 392 (Ct. App. 2007) (same).

Factually, Appellants firmly believed that PMPED intended to waive arbitration and litigate all pending claims in circuit court. *Cf.* Return p. 20. After threatening an imminent formal demand for arbitration if the case did not settle at mediation, PMPED filed a lawsuit with a jury trial demand in circuit court. It filed the action against Mr. Barnes and Barnes Law Firm. Barnes Law Firm is not a signatory to the Employment Agreement, and PMPED did not assert anything arbitrable against Barnes Law Firm in the Complaint. The lawsuit included a new claim that Mr. Barnes pay back his 2021 partnership distribution—a position that PMPED had not asserted in three years of this dispute. The lawsuit also included claims based on alleged agreements outside of the Employment Agreement. Based on PMPED's decision to include causes of action with no relation to the Employment Agreement and its decision to name Barnes Law Firm—a non-signatory to the Employment Agreement—as a defendant, Appellants believed PMPED intentionally changed its mind after the mediation and chose not to arbitrate but, instead, to have all of the claims tried in one forum. PMPED's later decision to omit arbitration as a defense to Appellants' counterclaims served as further confirmation of its intent to waive arbitration.

PMPED argues that, before its failure to plead arbitration as a defense could be deemed a waiver, it should be given the chance to amend its pleadings. (Return p. 21). This argument demonstrates the errors of PMPED's conduct. It is attempting to take two positions at one time. It filed an unqualified jury trial demand. It did not plead arbitration as a defense to counterclaims. It litigated and engaged in discovery in circuit court. And now, instead of using Rule 38 to try to correct those apparent mistaken positions, it wants to simply move to compel arbitration and undo actions that, until now, have been deemed binding under South Carolina law.

Regardless, the law does not support its Rule 15, SCRCP, amendment argument. An opportunity to amend may be given "before filing the final order of dismissal" under Rule 12(b)(6). *Skydive Myrtle Beach v. Horry Cnty.*, 426 S.C. 175, 179, 826 S.E.2d 585, 587 (2019). There is no such opportunity to amend before a finding that a party waived an affirmative defense.

Finally, PMPED states that Appellants "admitted [the counterclaims] are within the scope of a valid arbitration agreement" and that Appellants did not argue that "individual claims were not within the scope of the arbitration provision" until the motion to reconsider. (Return pp. 20, 24). Those are incorrect statements.

Appellants denied all arbitration allegations in the Answer. Further, at the hearing on the motion to compel arbitration, Appellants stated that the arbitration provision is "valid" and they did not "intend to argue that the arbitration provision is invalid and otherwise unenforceable if it had been followed as intended." (Tr. of July 10, 2025 hearing pp. 13, 16). Validity has nothing to do with applicability. Appellants stated only that they did not argue the arbitration provision is unenforceable for reasons such as unconscionability. Appellants have consistently argued that the arbitration provision does not apply to all claims between all parties. (Ans. & Counterclaims ¶¶ 9, 16, 21, 27, 28; Tr. of July 28, 2025 p. 21; Mot. to Recon. p. 23). For example, at the hearing, Appellants argued the "oral arguments [PMPED alleges] . . . would be outside the scope of arbitration" and the claims asserted by and against Barnes Law Firm are "outside of the scope of the arbitration." (Tr. July 10, 2025 pp. 16, 21). Apellants have never admitted any claim is within the scope of the arbitration agreement.

PMPED undeniably waived the affirmative defense of arbitration, and the lower court erred in failing to follow the law on this point. The Court should grant the Motion to Certify to address this issue.

VI. Estoppel does not apply to the facts of this case and does not prevent Barnes Law Firm from denying arbitration

The lower court held that Barnes Law Firm, as a nonsignatory, is subject to arbitration under the Employment Agreement. (Order). Appellants argued that the court ignored the legal presumption against arbitration for a nonsignatory and that the court failed to find any one of the five legal bases for binding a nonsignatory to arbitration. These two errors are valid grounds for the Court to grant the Motion to Certify and to reverse.

PMPED argues as an additional sustaining ground that Barnes Law Firm is estopped from denying the arbitration provision because it "seeks a direct benefit" from the Employment Agreement. (Return pp. 21-23). Barnes Law Firm does not attempt to enforce the Employment Agreement and neither seeks nor needs any benefit from it to prevail on the single counterclaim it asserted against the Defendants.

To even reach PMPED's estoppel argument, the Court must first find that PMPED did not waive arbitration as to Barnes Law Firm by (1) failing to ever plead that its claims against Barnes Law Firm are subject to arbitration, (2) failing to move to compel arbitration against Barnes Law Firm in its motion, or (3) failing to assert arbitration as a defense to Barnes Law Firm's counterclaim. If the Court is able to make those findings, then it should still reverse as to Barnes Law Firm because estoppel does not apply.

PMPED misstates the counterclaims to this Court. It represents to this Court that "Barnes Law Firm has brought five counterclaims against PMPED." (Return p. 22). That is incorrect.

Five counterclaims are stated in the Answer—(1) breach of contract of the Employment Agreement "between PMPED and Barnes," (2) quantum meruit, (3) unjust enrichment, (4) accounting, and (5) declaratory judgment. (Ans. pp. 17-23). The **only** counterclaim that seeks relief for Barnes Law Firm is an accounting. *See* Ans. p. 22 ¶ 171 ("Therefore, Barnes **and Barnes**

Law Firm request that PMPED and PLG be ordered to provide an accounting as requested above." (emphasis added)). Every other counterclaim seeks relief for only Mr. Barnes.[5]

The claim for an accounting does not rely on the Employment Agreement. The allegations state that the claim is "a matter of equity" and requests that PMPED and PLG "be ordered to provide an accounting." (Ans. p. 22, ¶¶ 167, 171). "An action for an accounting sounds in equity." *Historic Charleston Holdings, LLC v. Mallon*, 381 S.C. 417, 427, 673 S.E.2d 448, 453 (2009). Barnes Law Firm does not "seek[] to repudiate one part of the employment agreement . . . while asserting that it has standing to enforce other parts of the agreement" because it does not rely on the Employment Agreement for the one counterclaim it asserts against PMPED and PLG. (Return p. 23).

"Equitable estoppel is, ultimately, a theory designed to prevent injustice, and it should be used sparingly." *Wilson v. Willis*, 426 S.C. 326, 343, 827 S.E.2d 167, 176 (2019). "It is important to distinguish direct benefits from indirect benefits because when the benefits to a nonsignatory are merely indirect, arbitration cannot be compelled. A benefit is direct if it flows directly from the agreement." *Id.* Barnes Law Firm received no benefit from the Employment Agreement between PMPED and Barnes. It has "not attempted to procure any direct benefit from the [] Agreement itself while attempting to avoid its arbitration provision." *Id.* at 326, 345, 827 S.E.2d at 177.

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[5] *See* Ans. p. 6 ¶ 35 (stating "Barnes" refers to "William Barnes" and "Barnes Law Firm" refers to "Barnes Law Firm, LLC"); Ans. p. 17 ¶ 136 ("As a result of PMPED's breach of contract, **Barnes** has suffered damages and is entitled to an award of actual and consequential damages against PMPED." (emphasis added)); Ans. p. 18 ¶ 141 ("Therefore, **Barnes** is entitled to recover the value of unpaid services." (emphasis added)); p. 21 ¶ 165 (" . . . **Barnes** is entitled to an award of actual and consequential damages against PMPED . . . ." (emphasis added)); p. 23 ¶ 174 ("Pursuant to the Uniform Declaratory Judgment Act, **Barnes** requests that this Court declare: . . . ." (emphasis added)).

The truth, as plainly shown in the Answer and Counterclaims, is that Barnes Law Firm brought only one counterclaim—not five—and that one counterclaim does not rely on the Employment Agreement. Barnes Law Firm is not seeking a benefit from the Employment Agreement. Therefore, estoppel is not applicable and cannot be an additional sustaining ground. The Court should grant the Motion to Certify on this issue.

VII. <u>Any alleged agreements between Barnes and PMPED are not within the scope of the arbitration provision.</u>

PMPED argues that claims regarding alleged oral agreements occurring after the Employment Agreement are subject to the arbitration agreement. (Return pp. 23-24). It claims that, even though the alleged agreements are not part of the Employment Agreement, they are "related to and connected with Barnes' employment by PMPED," and, therefore, are arbitrable. (Return p. 24). Neither the law nor the facts support this argument.

"[A] party cannot be required to submit to arbitration any dispute which he has not agreed to submit. Arbitration rests on the agreement of the parties, and the range of issues that can be arbitrated is restricted by the terms of the agreement." *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596-97, 553 S.E.2d 110, 118 (2001) (internal citation omitted). No one agreed to arbitrate alleged agreements that were allegedly entered into years after Mr. Barnes signed the Employment Agreement and after he gave notice of his departure.

PMPED does not even allege in the Complaint that these supposed agreements are arbitrable. (Cmplt. ¶¶ 29, 48, 33). In fact, PMPED specifically omitted the alleged oral "fifty percent fee sharing agreement" from its arbitration allegations. (Cmplt. ¶¶ 32, 49). PMPED is bound to its pleadings. "It is well settled that parties are judicially bound by their pleadings unless withdrawn, altered or stricken by amendment or otherwise." *Charleston Cnty. Sch. Dist. v. Laidlaw Transit, Inc.*, 348 S.C. 420, 425, 559 S.E.2d 362, 364 (Ct. App. 2001) (internal quotation marks

omitted). "Any allegations, statements, or admissions contained in a pleading are conclusive against the pleader, and a party cannot subsequently take a contrary or inconsistent position." *Id.* at 425, 559 S.E.2d at 364.

Further, as noted above, the lower court failed to consider that the pages of the Employment Agreement state in a footer that "**certain** provisions of this agreement are subject to binding arbitration pursuant to S.C. Code Ann. §§ 15-48-10 et seq., as amended from time to time." (Agreement) (all capital letters in original) (emphasis added). If only "certain provisions" are subject to arbitration, then there is something "related to" employment that is not arbitrable.

The lower court made an overly broad interpretation of the arbitration provision to justify its decision to bind nonsignatory Barnes Law Firm to the arbitration provision of the Employment Agreement. The Court should grant the Motion to Certify to address these issues.

VIII. This appeal involves issues of significant public interest and implicates legal principles of major importance under Rule 204(b), SCACR.

Appellants stated at least three issues of significant public interest that implicate principles of major importance. (Mot. to Certify p. 2). PMPED incorrectly argues that they do not support a Rule 204, SCACR, order of certification. (Return pp. 10-13).

As to waiver of arbitration, our courts have not addressed a situation in which the party who is demanding arbitration previously filed a complaint in circuit court demanding a jury trial and then failed to assert arbitration as a defense to the defendant's jury trial demand on counterclaims. This is a novel issue of public importance that will have a significant impact on the efficacy of pleadings.

As to whether arbitration may be enforced against a nonsignatory, our courts have not addressed a situation in which the party who is demanding arbitration as to the nonsignatory first filed a complaint with an unqualified jury trial demand for claims against the nonsignatory, failed

to assert arbitration as a defense to the nonsignatory-defendant's jury trial demand on a counterclaim, and filed a motion to compel arbitration that did **not** ask the circuit court to compel the nonsignatory to arbitrate. This is a novel issue of public importance.

As to the prejudice argument, that is also proper for the Court's consideration. Within the waiver argument, Appellants discuss recent United States Supreme Court precedent in *Morgan v. Sundance, Inc.*, 596 U.S. 411 (2022), stating that prejudice is not a condition of proving waiver in an arbitration context. PMPED argues that *Morgan* is not a basis to grant the Motion to Certify under Rule 204. (Return pp. 10-12). Appellants disagree.

At the hearing on the motion to compel arbitration, Appellants extensively argued that PMPED waived arbitration and they suffered prejudice from PMPED's delay in seeking arbitration. (Tr. pp. 13-21). In its rulings, the lower court ignored Appellants' prejudice arguments and, instead, held they did not "demonstrate prejudice suffered through an undue burden caused by a delay in the demand for arbitration." (Order p. 6).

Morgan states that prejudice is not a condition of proving waiver in the arbitration context because the "prejudice requirement [was] based on the liberal national policy favoring arbitration," which does not exist in federal court. 596 U.S. at 418. Because that policy also does not exist in South Carolina after this Court's decision in *Lampo v. Amedisys Holding, LLC*, 445 S.C. 305, 317, 914 S.E.2d 139, 146 (2025), it is a novel issue of significant importance whether prejudice remains part of the waiver analysis in the arbitration context.

Appellants argue that they have proven ample prejudice but, to the extent an appellate Court disagrees, they maintain that prejudice should not be part of the analysis under this Court and the United States Supreme Court's precedent.

PMPED's discussion of the FAA is misplaced (Return pp. 10-11) because the holding that arbitration is not a favored policy is applicable regardless of whether the case involves interstate commerce.

PMPED argues that the mention of "prejudice" in South Carolina's general waiver law supports a prejudice requirement even in spite of the rulings in *Morgan* and *Lampo*. (Return p. 11). It cites to the statement in *Mac Papers, Inc. v. Genesis Press, Inc.*, 426 S.C. 393, 404, 826 S.E.2d 874, 880 (Ct. App. 2019), that "[t]he doctrine of waiver does not necessarily imply that the party asserting waiver has been misled to his prejudice or into an altered position." (internal quotation marks omitted). However, that statement actually supports Appellants' position because it says that waiver is not a hard-and-fast requirement of even general waiver law. Under those circumstances, it was certainly error for the lower court to require Appellants to "demonstrate prejudice suffered [specifically] through an undue burden caused by a delay in the demand for arbitration." (Order p. 6).

Appellants maintain that it suffered prejudice from PMPED's conduct and that prejudice is established in this case. While the waiver issue alone based solely on South Carolina law is sufficient for the Court to grant the Motion to Certify under Rule 204, SCACR, *Morgan* is relevant to this appeal given the lower court's emphasis on prejudice in its decision to grant PMPED's motion, and this Court's consideration of *Morgan* is a novel issue of public importance.

CONCLUSION

For the reasons set forth above and in the Motion to Certify, Appellants respectfully request that the Court grant the Motion to Certify this case to the Supreme Court because it involves issues of significant public interest and legal principles of major importance under Rule 204(b), SCACR.

[SIGNATURE PAGE TO FOLLOW]

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

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

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

Attorneys for the Appellants William Barnes and Barnes Law Firm, LLC

October 31, 2025
Charleston, South Carolina

EXHIBIT A

CARL E. PIERCE, II
ALLAN P. SLOAN, III ❋◆
JAMES G. KENNEDY
WILLIAM P. EARLY ●
SONALY K. HENDRICKS
BENJAMIN C. SMOOT, II ◘
J. MORGAN FORRESTER

❋ MEMBER SC & FL BAR
◆ CERTIFIED SC CIRCUIT COURT MEDIATOR
✣ SPECIAL COUNSEL
● MEMBER SC & TN BAR
◘ MEMBER SC & VA BAR

PIERCE | SLOAN
KENNEDY & EARLY LLC

ATTORNEYS AND COUNSELORS AT LAW

THE BLAKE-GRIMKÉ HOUSE | 321 EAST BAY STREET
CHARLESTON, SOUTH CAROLINA 29401

POST OFFICE BOX 22437
CHARLESTON, SOUTH CAROLINA 29413

(843) 722-7733
(843) 722-7732 FAX
www.piercesloan.com

M. TODD RAINSFORD ✣
KATIE L. MILLER
DANIEL F. LYNCH, IV
R. RICHARD GERGEL
CARL E. PIERCE, III
JESSICA J. MILLER
ANDREW N. POORE
EDWARD J. McALPINE, III
AUSTIN C. MacMANUS
KARL L. BAKER, JR.

Direct Dial: (843) 725-7731
Email: sherrymanning@piercesloan.com

March 3, 2025

RECEIVED
Oct 31 2025
S.C. SUPREME COURT

BY EMAIL ONLY

James B. Hood, Esquire
J. Collier Jones, Esquire
Hood Law Firm, LLC
P.O. Box 1508
Charleston, SC 29402

John Nichols, Esquire
Bluestein Attorneys
1614 Taylor St
Columbia, SC 29202

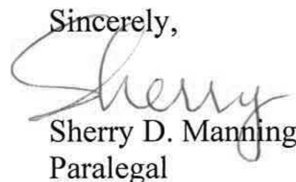
Re: Peters Murdaugh Parker Eltzroth & Detrick, PA v. William Barnes, et.al.
Case No. 2024-CP-25-00409
PSKE File No. P3588.00

Dear Counsel:

Enclosed for service by email only, please find Plaintiff's Answers to Defendants' First Set of Interrogatories and Responses to Defendants' First Set of Requests for Production in the above-referenced matter, along with document production.

If you require a hard copy to be provided by mail, please let me know.

Sincerely,



Sherry D. Manning
Paralegal

/sdm
enclosures

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO. 2024-CP-25-00409

PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A.,

Plaintiff,

-versus-

WILLIAM BARNES and BARNES LAW FIRM, LLC,

Defendants,

-versus-

PARKER LAW GROUP, L.L.P.,

Third-Party Defendant.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC

TO: JAMES B. HOOD, ESQUIRE, J. COLLIER JONES, ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR DEFENDANTS

Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. ("Plaintiff") hereby requests that Defendants William Barnes and Barnes Law Firm, LLC's ("Defendants"), within 30 days after service hereof, produce to the undersigned at the address stated below, the answers to the following Interrogatories:

INSTRUCTIONS AND DEFINITIONS

1. References to any party shall include that party's agents and representatives, including attorneys, and others acting on that party's behalf.
2. "You", "your", "the party", "Defendants", and "Barnes", as used herein, refer to Defendants William Barnes and Barnes Law Firm, LLC as well as any of its agents, employees, or other representatives, including its attorneys.

3. "Communication" means any documents, oral statements, meetings, conferences, formal or informal, at any time or place, under any circumstances, whereby information of any nature was stated, written, or recorded in any manner or way, or transmitted or transferred in any matter or way.

4. "Document" refers to all items subject to discovery under Rule 34 of the South Carolina Rules of Civil Procedure, including but not limited to written or recorded materials of any kind, notations of calls or other communications, graphic or oral representations of any kind, and content generated or stored on the internet, a computer hard drive, or a computer server. "Document" specifically includes, but is not limited to, books, pamphlets, notes, letters, correspondence, e-mails, text messages (including messages exchanged in SMS or MMS format), iMessages, messages made through a Social Networking Site, posts or communications made on a Social Networking Site (whether direct or indirect and whether or not directed to another account within the Social Networking Site), "Electronic Data", reports or other documents that may be generated from ProLaw or other law firm practice management software; diaries, telegrams, reports, memoranda, records, studies, extracts, working papers, charts, papers, indices, tapes, data sheets or cards, minutes, transcriptions, computer disks, diskettes, other electronic media, and any other written, printed, reported, transcribed, punched, taped or typed materials, audio recordings, videos, movies or other photographic matter, however produced or reproduced, and all mechanical or electronic sound recordings or transcripts thereof, in your possession, custody, or control.

5. "Identify" means:

   a. In the case of a person, state his or her full name and home or business address.

b. In the case of a business, state the business' name, business address and the nature of the business.

c. In the case of a document, state its date, the identify of its creator and, if the document was sent or received by others, the identify of any person receiving the same.

d. In the case of a communication, statement or act, identify the person(s) present when the communication, statement or act occurred, the date and location of the communication, the substance of the communication, and all documents which record, refer to or otherwise relate to the communication, statement or act.

e. In the case of an asset held or account maintained with a bank, brokerage or other financial institution, identify the name of the institution with whom the asset or account is maintained, the account or other identifying number associated with the asset or account, and the address of the office or branch of the bank, brokerage or financial institution most commonly utilized by the holder or owner of same.

6. Plaintiff requests that you seasonably supplement your responses to these Interrogatories to the extent that they are not complete when first answered. Plaintiff also requests that you seasonably supplement your answers with respect to any interrogatories addressed to the identity and location of persons having knowledge of discoverable matters and to the identity of each person expected to be called as an expert witness at trial. Plaintiff requests that you timely amend a response if you obtain information which is responsive to a request or affects the substance or accuracy of a prior response to any of these interrogatories.

7. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth your reason(s) for such objection. To the extent that only a portion of an Interrogatory is objectionable, please respond to the non-objectionable portion in addition to

making your objection. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which is concededly relevant.

PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS

1. Identify each person who provided information or was otherwise consulted or assisted in connection with providing answers to these interrogatories and identify the specific interrogatories for which each such person supplied information or was consulted or assisted, the nature of any such consultation or assistance, and whether the information supplied was based on personal knowledge.

2. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession: of the statements.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in this case.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

5. List the names and addresses of any expert witnesses whom the party proposes to use at the trial of the case. Set forth the facts and documents which support the expert(s) opinion and attach all documents they rely upon.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or

recorded statements taken from such witness.

7. Set forth a list of all exhibits or other documents which may be used in the trial of this case.

8. Identify all witnesses that support your denial of Paragraph 10 of Plaintiff's Complaint.

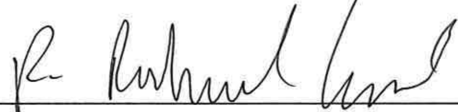
9. Identify all witnesses with knowledge of any discussions or agreements regarding the allocation of attorney fees earned in cases previously handled by R. Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021, and provide a summary of facts known by each witness.

10. Identify all Documents or Communications that support your denial of Paragraph 10 of Plaintiff's Complaint, and/or that refer to, describe or discuss in any way the allocation of attorney fees earned in cases previously handled by R. Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

11. Identify each case that remained at PMPED following the departure of Defendant Barnes for which you (Defendants Barnes and/or Barnes Law Firm) assert that you are entitled to a fee, state the portion of the attorney fee to which you are entitled for each case, and set forth a detailed explanation supporting your entitlement to an attorney fee in each case including a description of work performed with respect to each case.

[signature page follows]

PIERCE, SLOAN, KENNEDY & EARLY, LLC
The Blake-Grimké House
321 East Bay Street (29401)
PO Box 22437 (29413-2437)
Charleston, South Carolina
843-722-7733/843-722-7732 *fax*



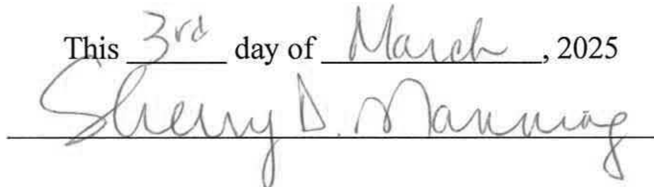
Carl E. Pierce, II (7946)
carlpierce@piercesloan.com
R. Richard Gergel (104136)
richardgergel@piercesloan.com
Attorneys for Plaintiff

____3/3____, 2025
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by mailing, emailing or hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This __3rd__ day of __March__, 2025



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF HAMPTON	)	CASE NO. 2024-CP-25-00409
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A.,	)	
Plaintiff,	)	
-versus-	)	**PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC**
WILLIAM BARNES and BARNES LAW FIRM, LLC,	)	
Defendants,	)	
-versus-	)	
PARKER LAW GROUP, L.L.P.,	)	
Third-Party Defendant.	)	

TO: JAMES B. HOOD, ESQUIRE, J. COLLIER JONES, ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR DEFENDANTS

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4. "Document" refers to all items subject to discovery under Rule 34 of the South Carolina Rules of Civil Procedure, including but not limited to written or recorded materials of any kind, notations of calls or other communications, graphic or oral representations of any kind, and content generated or stored on the internet, a computer hard drive, or a computer server. "Document" specifically includes, but is not limited to, books, pamphlets, notes, letters, correspondence, e-mails, text messages (including messages exchanged in SMS or MMS format), iMessages, messages made through a Social Networking Site, posts or Communications made on a Social Networking Site (whether direct or indirect and whether or not directed to another account within the Social Networking Site), "Electronic Data", reports or other documents that may be generated from ProLaw or other law firm practice management software; diaries, telegrams, reports, memoranda, records, studies, extracts, working papers, charts, papers, indices, tapes, data sheets or cards, minutes, transcriptions, computer disks, diskettes, other electronic media, and any other written, printed, reported, transcribed, punched, taped or types materials, audio recordings, videos, movies or other photographic matter, however produced or reproduced, and all mechanical or electronic sound recordings or transcripts thereof, in your possession, custody, or control.

5. "Electronic data" includes, but is not limited to, electronic mail messages and any electronic folder or subfolder containing such messages; any other electronic messages, including text messages, electronic bulletin boards and/or intranet or internet web sites or

postings; activity listings of electronic mail receipts and/or transmittals; electronic calendars or planners; electronic documents or files created by or stored in any of the applications included in the Microsoft Office suite or other similar software or any other document-creation applications; electronic spreadsheets, graphs, cha1is, records or other similar files or documents created by or stored in Microsoft Excel, Quicken, or any similar applications; electronic data, documents, files or records created or stored in ProLaw, Microsoft Access, Oracle, or any other data-management system or application; electronic documents, images, or files created by or stored in a ".tiff' or other similar format; electronic documents or files created by or stored in a" .pdf' format or other similar format; electronic documents, files, or pages created by or stored in an ".html" or other similar format; electronic log or cookie files created by any application or operating system; voice mail; digital audio or video recordings of any kind; computer programs or applications; programming notes or instructions; output resulting from the use of any software program; all miscellaneous electronic files and/or file fragments regardless of the media on which they are stored and regardless of whether the data resides in an active file, deleted file, archived file, slack space or file fragment, and any other electronic document, file or data created by or stored in any enterprise, proprietary, shrink-wrap data-management program or application, any operating system or other computer software application or other program whatsoever. "Electronic data" also includes, but is not limited to, all of the items and data described above or any other similar items or data stored or archived on personal computers, including desktop, notebook or laptop computers or personal digital assistants; hard drives of any kind; magnetic media diskettes; compact disks, including but limited to CD-ROMs and DVDs; computer chips, servers, including portable servers; any any other digital or magnetic device whatsoever.

6. A Document is in your possession, custody or control if the document:

a. Is in your physical custody;

b. Is owned by you in whole or in part;

c. You have a right by contract, statute or otherwise to use, inspect, examine or copy the document on any terms;

d. You have an understanding, express or implied, that you may use, inspect, examine or copy on any terms; or

e. You have, as a practical matter, the ability to use, inspect, examine or copy such document.

7. "Identify" means:

a. In the case of a person, state his or her full name and home or business address.

b. In the case of a business, state the business' name, business address and the nature of the business.

c. In the case of a document, state its date, the identity of its creator and, if the document was sent or received by others, the identity of any person receiving the same.

d. In the case of a Communication, statement or act, identify the person(s) present when the Communication, statement or act occurred, the date and location of the Communication, the substance of the Communication, and all documents which record, refer to or otherwise relate to the Communication, statement or act.

e. In the case of an asset held or account maintained with a bank, brokerage or other financial institution, identify the name of the institution with

whom the asset or account is maintained, the account or other identifying number associated with the asset or account, and the address of the office or branch of the bank, brokerage or financial institution most commonly utilized by the holder or owner of the same.

8. Plaintiff requests that you seasonably supplement your responses to these Requests to the extent that they are not complete when first answered. Plaintiff also requests that you seasonably supplement your answers with respect to any requests addressed to the identity and location of persons having knowledge of discoverable matters and to the identity of each person expected to be called as an expert witness at trial. Plaintiff requests that you timely amend a response if you obtain information which is responsive to a request or affects the substance or accuracy of a prior response to any of these requests.

9. "Social Networking Site" means any internet-based platform (such as, Facebook, Facebook Mesenger, Instagram, Twitter (n/k/a "X"), tumblr, blogs, etc.) on which a person may create and maintain an account.

10. If you object to, or otherwise decline to answer, any portion of any Request, specifically set forth your reason(s) for such objection. To the extent that only a portion of an Interrogatory is objectionable, please respond to the non-objectionable portion in addition to making your objection. If you object to a Request on the ground that it is too broad, provide a response to that portion which is concededly relevant.

11. Whenever a Request for Production calls for information pertaining to a Document or Communication claimed by you to be privileged, based on the attorney-client privilege, the work product doctrine, or any other claim of privilege or protection, produce a privilege log of sufficient factual detail to enable the Court to determine whether or not such

communication is entitled to a claim of privilege, including (1) the date the Document was generated or the Communication occurred, (2) the name and position of each person who prepared or authored the Document or participated in the Communication, and such person's(s') respective role(s); (3) the general subject matter of the Document or Communication; (4) the basis for the claim of privilege or protection and (5) whether the Document or Communication has been produced with redaction (Identify the Bate Stamp of the same) or withheld entirely.

12. Production Format.

a. Except as described in paragraph (b) and (c) below, Documents will be produced as single-page TIFF images with corresponding multi-page text, or in native file format if applicable, with necessary load files. Native files, along with corresponding metadata, will be preserved. TIFF images with be of 300 dpi quality or better. The load files will include an image load file as well as a metadata (.dat) file with the metadata fields identified below on the document level to the extent available.

b. Spreadsheets (e.g., .xls, .xlt, .cvs), PowerPoints (e.g., .ppt, .pptx, .pptm), and media files (.wav, .mp3, .avi, .mov) will be produced in their native format. To the extent practicable, comments and tracked changes in Microsoft Office Documents (Word, Excel, and PowerPoint) shall be preserved and produced, regardless of whether the document is produced in TIFF or native format. If any other particular documents warrant a different format, the Parties will

cooperate to arrange for a mutually acceptable production of such documents.

c. Documents uploaded into ProLaw or any other law firm practice management software or program shall be produced in their native format with all available metadata from the Documents' original creation preserved.

d. Metadata. You have no obligation to create or manually code fields that are not automatically generated by the processing of Electronic Data or Electronically Stored Information ("ESI") that do not exist as part of the Document, or that would be costly to obtain. For email, you shall prove the following metadata fields associated with each document produced, to the extent they are reasonably available: Custodian, File Path, Email Subject, To, From, CC, BCC, Date Sent, Time Sent, Date Received, Time Received, Hash Value (such as MD5 or SHA-1), File Size, Bates Number Begin, Bates Number End, Attachment Range, Attachment Begin, and Attachment End (or the equivalent thereof), and Group ID/Family ID. For other electronic Documents, you shall provide the following metadata fields associated with each document produced, to the extent reasonably available: Custodian, File Path, File Name, Author, Date Created, Date Modified, Hash Value (such as MD5 of SHA-1), File Size, File Extension, Bates Number Begin, Bates Number End, and Group ID/Family ID.

e. Appearance. Subject to appropriate redaction, each document's electronic image will convey the same information and image as the original document, including formatting, such as holding, font size, and italics.

f. Document Numbering. Each page of a produced document will have a legible, unique page identifier ("Bates Number") electronically affixed of "burned" onto the image at a location that does not obliterate, conceal or interfere with any information from the source document. The Bates Number for each page of each document will be created so as to identify the producing party. In the case of materials redacted or deemed confidential in accordance with any applicable federal, state, or common law, or any protective order or confidentiality stipulation entered into in this matter, a redaction or confidentiality designation may be affixed or "burned" onto the document's image at a location that does not obliterate or obscure any information from the source document.

g. DeNISTing. Electronic file collections will be De-NIST-ed, removing commercially available operating system and application file information contained on the current NIST file list.

h. De-Duplication. You may de-duplicate Documents with identical ESI QY custodian only (global de-duplication is not acceptable), as follows:

- Electronic Data other than E-Mails. Duplicate electronic files may be identified based upon a commercially acceptable method (e.g., MDS

or SHA-1 hash valued) for binary file content. All files bearing an identical value are a duplicate group. You may produce one image or native file for duplicate ESI documents within the group.

- E-Mail Files. Duplicate messaging files may be identified based upon a commercially accepted method (e.g., MD5 hash values) for the email family, which include the parent email and attachments. Duplicate messaging materials will be identified at a family level, including message and attachment(s). Email families bearing an identical value are considered a duplicate group. You may produce one document image or native file for duplicate ESI documents within the group.
- Email Threading. You may use "email thread suppression". As used in this protocol, email thread suppression means reducing duplication production of email threads by producing the most inclusive email containing the thread of emails, as well as all attachments within the thread, and excluding emails constituting duplicates of emails within the proposed string. For purposes of this paragraph, only email messages in which the parent document and all attachments are exactly the same will be considered duplicates. If your email thread suppression method results in the elimination of attachments to earlier emails within the email thread, that method shall not be used and all emails containing attachments shall be produced.

- Production Media. You may produce documents via a secure file transfer mechanism and/or on readily accessible, computer or electronic media as Plaintiff may hereafter agree upon, including CD-ROM, DVD, or external hard drive (with standard PC compatible interface) ("Production Media"). All Production Media will be encrypted, and you must provide a decryption key to Plaintiff in a communication separate from the production itself. Each piece of Production Media will be assigned a production number of other unique identifying label corresponding to the date of the production of documents on the Production Media as well as the sequence of the material in that production.

13. Anti-Spoliation. You are hereby given notice to immediately take all steps necessary to prevent the destruction, loss, concealment, or alteration of any paper, document, or other electronic data generated by and/or stored on any device in your or your possession, custody or control relating to the information requested herein.

PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS

1. Produce all Documents that you contend support or provide evidence that counters Plaintiff's alleged damages in this matter.

2. If you contend that the Employment Agreement dated January 1, 2018 (the "Contract") was modified at any time, produce any and all Documents, Communications or other materials that you contend reflect the modification(s) and the date(s) the modification(s) became enforceable.

3. If you contend that the Employment Agreement dated January 1, 2018 (the "Contract") is not applicable, produce any and all Documents, Communications or other materials that support the same.

4. Please provide all documents, messages, communications that support your denial of Paragraph 10 of Plaintiff's Complaint, and/or that refer to, describe or discuss any discussions or agreements regarding the allocation of attorney fees earned in cases previously handled by R. Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

5. Please provide all Documents or Communications created, modified or exchanged from September 2021 to the present that relate to the allocation of attorney fees earned in cases previously handled by R. Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

6. For each case that originated at PMPED that was later transferred to Barnes Law Firm following Defendant Barnes departure from PMPED, please produce all documents necessary to show whether the case has settled and the amount of each settlement.

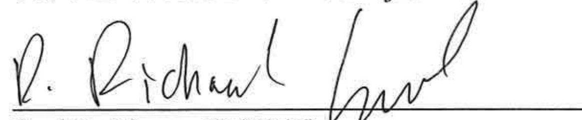
7. Please produce all communications and documents pertaining to invoices, bills, and expenses related to the ongoing ODC investigation.

8. Please produce all communications and documents pertaining to invoices, bills, and expenses related to the *Santis* case.

9. Please produce all communications sent or received from January 1, 2021 to November 1, 2021 by Defendant Barnes and/or Barnes Law Firm, including any employee, shareholder or partner of Barnes Law Firm, regarding Defendant Barnes' departure from

PMPED and/or intentions and/or plans to depart from PMPED and/or begin work for Barnes Law Firm.

PIERCE, SLOAN, KENNEDY & EARLY, LLC
The Blake-Grimké House
321 East Bay Street (29401)
PO Box 22437 (29413-2437)
Charleston, South Carolina
843-722-7733/843-722-7732 *fax*



Carl E. Pierce, II (7946)
carlpierce@piercesloan.com
R. Richard Gergel (104136)
richardgergel@piercesloan.com
Attorneys for Plaintiff

3/3, 2025
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by mailing, emailing or hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 3rd day of March, 2025

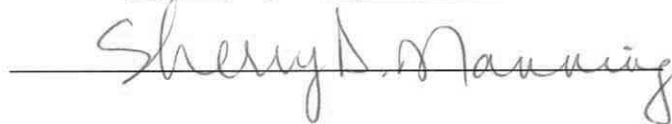


EXHIBIT B

PIERCE | SLOAN
KENNEDY & EARLY LLC
ATTORNEYS AND COUNSELORS AT LAW

THE BLAKE-GRIMKÉ HOUSE | 321 EAST BAY STREET
CHARLESTON, SOUTH CAROLINA 29401

POST OFFICE BOX 22437
CHARLESTON, SOUTH CAROLINA 29413

(843) 722-7733
(843) 722-7732 FAX
www.piercesloan.com

CARL E. PIERCE, II
ALLAN P. SLOAN, III ❋◆
JAMES G. KENNEDY
WILLIAM P. EARLY ●
SONALY K. HENDRICKS ⌂
BENJAMIN C. SMOOT, II ◘
J. MORGAN FORRESTER

❋ MEMBER SC & FL BAR
◆ CERTIFIED SC CIRCUIT COURT MEDIATOR
✣ SPECIAL COUNSEL
● MEMBER SC & TN BAR
⌂ MEMBER SC, WA & CO BAR
◘ MEMBER SC & VA BAR
∆ MEMBER SC, TX, UT & NC BAR
□ MEMBER MO BAR

M. TODD RAINSFORD ✣
DANIEL F. LYNCH, IV
R. RICHARD GERGEL
CARL E. PIERCE, III
JESSICA J. MILLER
EDWARD J. McALPINE, III
AUSTIN C. MacMANUS
BREYTON J. BRIGGS ∆
ALLISON K. PEUTERBAUGH □
GRAYLEN K. GRANT
AUSTIN D. GRIFFIN

RECEIVED
Oct 31 2025
S.C. SUPREME COURT

Direct Dial: (843) 725-7731
Email: sherrymanning@piercesloan.com

April 11, 2025

BY EMAIL ONLY

James B. Hood, Esquire
J. Collier Jones, Esquire
Hood Law Firm, LLC
P.O. Box 1508
Charleston, SC 29402

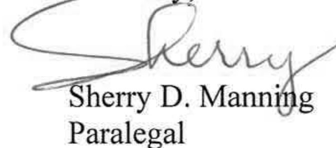
John Nichols, Esquire
Bluestein Attorneys
1614 Taylor St
Columbia, SC 29202

Re: Peters Murdaugh Parker Eltzroth & Detrick, PA v. William Barnes, et.al.
Case No. 2024-CP-25-00409
PSKE File No. P3588.00

Dear Counsel:

Enclosed for service by email only, please find Plaintiff's Second Set of Interrogatories Defendants William Barnes and Barnes Law Firm, LLC in the above-referenced matter.

Sincerely,



Sherry D. Manning
Paralegal

/sdm
enclosure

STATE OF SOUTH CAROLINA COUNTY OF HAMPTON PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK, P.A., Plaintiff, -versus- WILLIAM BARNES and BARNES LAW FIRM, LLC, Defendants, -versus- PARKER LAW GROUP, L.L.P., Third-Party Defendant.	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT CASE NO. 2024-CP-25-00409 **PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC**

TO: JAMES B. HOOD, ESQUIRE, J. COLLIER JONES, ESQUIRE, AND JOHN S. NICHOLS, ESQUIRE, ATTORNEYS FOR DEFENDANTS

Plaintiff Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. ("Plaintiff") hereby requests that Defendants William Barnes and Barnes Law Firm, LLC's ("Defendants"), within 30 days after service hereof, produce to the undersigned at the address stated below, the answers to the following Interrogatories:

INSTRUCTIONS AND DEFINITIONS

1. References to any party shall include that party's agents and representatives, including attorneys, and others acting on that party's behalf.
2. "You", "your", "the party", "Defendants", and "Barnes", as used herein, refer to Defendants William Barnes and Barnes Law Firm, LLC as well as any of its agents, employees, or other representatives, including its attorneys.

3. "Communication" means any documents, oral statements, meetings, conferences, formal or informal, at any time or place, under any circumstances, whereby information of any nature was stated, written, or recorded in any manner or way, or transmitted or transferred in any matter or way.

4. "Document" refers to all items subject to discovery under Rule 34 of the South Carolina Rules of Civil Procedure, including but not limited to written or recorded materials of any kind, notations of calls or other communications, graphic or oral representations of any kind, and content generated or stored on the internet, a computer hard drive, or a computer server. "Document" specifically includes, but is not limited to, books, pamphlets, notes, letters, correspondence, e-mails, text messages (including messages exchanged in SMS or MMS format), iMessages, messages made through a Social Networking Site, posts or communications made on a Social Networking Site (whether direct or indirect and whether or not directed to another account within the Social Networking Site), "Electronic Data", reports or other documents that may be generated from ProLaw or other law firm practice management software; diaries, telegrams, reports, memoranda, records, studies, extracts, working papers, charts, papers, indices, tapes, data sheets or cards, minutes, transcriptions, computer disks, diskettes, other electronic media, and any other written, printed, reported, transcribed, punched, taped or typed materials, audio recordings, videos, movies or other photographic matter, however produced or reproduced, and all mechanical or electronic sound recordings or transcripts thereof, in your possession, custody, or control.

5. "Identify" means:

   a. In the case of a person, state his or her full name and home or business address.

b. In the case of a business, state the business' name, business address and the nature of the business.

c. In the case of a document, state its date, the identify of its creator and, if the document was sent or received by others, the identify of any person receiving the same.

d. In the case of a communication, statement or act, identify the person(s) present when the communication, statement or act occurred, the date and location of the communication, the substance of the communication, and all documents which record, refer to or otherwise relate to the communication, statement or act.

e. In the case of an asset held or account maintained with a bank, brokerage or other financial institution, identify the name of the institution with whom the asset or account is maintained, the account or other identifying number associated with the asset or account, and the address of the office or branch of the bank, brokerage or financial institution most commonly utilized by the holder or owner of same.

6. Plaintiff requests that you seasonably supplement your responses to these Interrogatories to the extent that they are not complete when first answered. Plaintiff also requests that you seasonably supplement your answers with respect to any interrogatories addressed to the identity and location of persons having knowledge of discoverable matters and to the identity of each person expected to be called as an expert witness at trial. Plaintiff requests that you timely amend a response if you obtain information which is responsive to a request or affects the substance or accuracy of a prior response to any of these interrogatories.

7. If you object to, or otherwise decline to answer any portion of any Interrogatory, specifically set forth your reason(s) for such objection. To the extent that only a portion of an Interrogatory is objectionable, please respond to the non-objectionable portion in addition to making your

objection. If you object to an Interrogatory on the ground that it is too broad, provide a response to that portion which is concededly relevant.

PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANTS

1. Identify every case that originated at PMPED that was later transferred to Barnes Law Firm.
    a. For each case identified in response to Interrogatory 1, set forth the allocation of attorney fees you assert PMPED and Barnes/Barnes Law Firm are entitled to, and provide the specific basis for your position regarding that allocation.
    b. For each case identified in response to Interrogatory 1, state whether you assert William Barnes acted as the originating attorney within the meaning of the PMPED Employment Agreement, and state the specific basis for that position.
    c. For each case identified in response to Interrogatory 1, state whether a settlement has been reached and provide the settlement amount.
    d. For each case that has not settled, or where there are additional defendants who have not settled, please state the amount of insurance available from each remaining defendant and describe the status of all settlement negotiations.
2. Identify every case that remained at PMPED following Barnes' departure from PMPED for which you assert you are entitled to a portion of attorney fees.
    a. For each case identified in response to Interrogatory 2, state whether you assert Barnes acted as the originating attorney and/or responsible attorney within the meaning of the PMPED Employment Agreement.
    b. For each case where you assert Barnes acted as the responsible attorney, describe all significant services or contributions Barnes performed on that case.

c. For each case where you assert Barnes acted as the originating attorney, state the specific basis for that assertion.

PIERCE, SLOAN, KENNEDY & EARLY, LLC
The Blake-Grimké House
321 East Bay Street (29401)
PO Box 22437 (29413-2437)
Charleston, South Carolina
843-722-7733/843-722-7732 *fax*

Carl E. Pierce, II (7946)
carlpierce@piercesloan.com
R. Richard Gergel (104136)
richardgergel@piercesloan.com
Attorneys for Plaintiff

4/11, 2025
Charleston, South Carolina

CERTIFICATE OF SERVICE

I certify that on this date a copy of the foregoing was served on each party or counsel of record by mailing, emailing or hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This 11th day of April, 2025

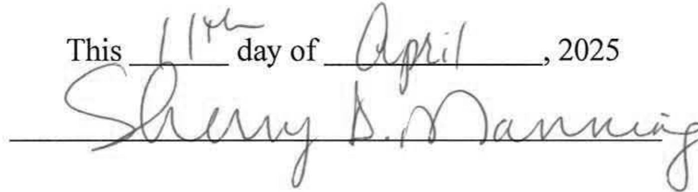


EXHIBIT C

JAMES B. HOOD
Partner
DIRECT DIAL: (843) 577-1223
E-MAIL: james.hood@hoodlaw.com

May 2, 2025

RECEIVED
Oct 31 2025
S.C. SUPREME COURT

Via E-Mail
Carl E. Pierce, II, Esquire
carlpierce@piercesloan.com
R. Richard Gergel, Esquire
richardgergel@piercesloan.com
Pierce, Sloan, Kennedy & Early, LLC
Post Office Box 22437
Charleston, SC 29413-2437

Re: Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A. v. William Barnes and Barnes Law Firm, LLC v. Parker Law Group, L.L.P.
C/A No. 2024-CP-25-00409, Hampton County CP
HLF File No. 886.000

Dear Carl and Richie,

Enclosed for service, please find the Answers to Plaintiff's First Set of Interrogatories to Defendants William Barnes and Barnes Law Firm, LLC and Responses to Plaintiff's First Set of Requests for Production to Defendants William Barnes and Barnes Law Firm, LLC with regard to the above-referenced matter.

The records referenced for production (labeled as *CONFIDENTIAL Barnes RRFP 000001-000477*) may be accessed and downloaded via ShareFile link: [redacted], which will expire in thirty days and hard copies, at this time, are not being sent U.S. Mail.

Should you have any questions, please do not hesitate to contact me.

Kind regards,

Yours truly,

James B. Hood

JBH/mde
Enclosures
cc [***via E-Mail***]: John S. Nichols, Esquire

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.,	)	C/A No. 2024-CP-25-00409
Plaintiff,	)	**ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC**
Versus	)	
William Barnes and Barnes Law Firm, LLC,	)	
Defendants/Third-Party Plaintiffs,	)	
Versus	)	
Parker Law Group, L.L.P.	)	
Third-Party Defendant.	)	

TO: CARL E. PIERCE AND R. RICHARD GERGEL, ATTORNEYS FOR PLAINTIFF:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, the Defendants William Barnes and Barnes Law Firm, LLC (hereinafter "the Defendants"), answer Plaintiff's First Set of Interrogatories to Defendants William Barnes and Barnes Law Firm, LLC as follows:

1. Identify each person who provided information or was otherwise consulted or assisted in connection with providing answers to these interrogatories and identify the specific interrogatories for which each such person supplied information or was consulted or assisted, the nature of any such consultation or assistance, and whether the information supplied was based on personal knowledge.

ANSWER: The undersigned counsel assisted the Defendants in compiling these responses.

2. Give the names and addresses of persons known to the party or counsel to be witnesses concerning the facts of this case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession: of the statements.

ANSWER:

-William Barnes

William Barnes is a named Defendant in this matter and is expected to testify as to his recollection of the facts and circumstances which are the subject of this action.

-Ronnie Crosby

Ronnie Crosby was an employee/agent of Plaintiff and was heavily involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

-Lee Cope

Lee Cope was an employee/agent of Plaintiff and was involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

-Austin Crosby

Austin Crosby was an employee/agent of Plaintiff and was involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

-Grahame Holmes

Grahame Holmes was an employee/agent of Plaintiff and was heavily involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

-Jeanne Seckinger

Jeannie Seckinger was an employee/agent of Plaintiff and was involved in the underlying dispute which is the subject of this action. She is expected to testify as to the same.

-John E. Parker

John E. Parker was an employee/agent of Plaintiff and was involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

-Daniel Henderson

Danny Henderson was an employee/agent of Plaintiff and was involved in the underlying dispute which is the subject of this action. He is expected to testify as to the same.

As to all of the above witnesses, the Defendants are not in possession of any statements, other than what may be contained in the production herewith.

3. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in this case.

ANSWER: See attached documents.

4. Set forth an itemized statement of all damages, exclusive of pain and suffering, claimed to have been sustained by the party.

ANSWER: The Defendants reserve the right to supplement this response as discovery progresses.

This is a dispute over legal fees owed to Defendants from various lawsuits. There are essentially three categories of monies owed to Defendants.

1). Fees from lawsuits for which William Barnes was the originating and/or responsible attorney which had been resolved by binding settlement in the year 2021, but for which funds were not received until 2022, after Barnes' departure from Plaintiff's employ. For these cases, Barnes is entitled to 92.5% of the attorney fees, totaling approximately $407,493.71. This is money that was undisputedly earned by Barnes as the originating and/or responsible attorney and has been unjustly withheld from payment to Barnes.

2.) Fees from lawsuits in which William Barnes was involved, but that remained at PMPED/Parker Law Group after Barnes' departure. For these cases, the employment agreement dictates that, depending on Barnes' role as an originating and/or responsible attorney, he is owed between 10% to 50% of the attorney fees. Because Defendants have not been provided with adequate information pertaining to these "left behind" cases, the Defendants cannot accurately estimate the damages for this category and will supplement the same upon Plaintiff's production of the information necessary to calculate the fees.

3.) Credit towards the overall payment of expenses and fees related to ODC investigations paid by the Defendants pursuant to an agreement with John Parker totaling approximately $31,000.00. In the event this $31,000.00 paid by Defendant was not accredited to the overall payment of ODC related expenses, the Defendant is entitled to reimbursement.

These Defendants will also seek all permissible damages, including interest and attorney fees. Discovery is ongoing and these Defendants reserve the right to revise this Answer and assert additional damages as may be revealed through discovery.

5. List the names and addresses of any expert witnesses whom the party proposes to use at the trial of the case. Set forth the facts and documents which support the expert(s) opinion and attach all documents they rely upon.

ANSWER: The Defendants have not yet retained a testifying expert witness, but will supplement this response as discovery progresses, or pursuant to an applicable scheduling order.

6. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witness.

ANSWER: See Answer to Interrogatory No. 2.

7. Set forth a list of all exhibits or other documents which may be used in the trial of this case.

ANSWER: The Defendants have not yet made a determination as to which exhibits will be used at trial. However, the Defendants reserve the right to use any document produced in discovery, or identified on an exhibit list as an exhibit at the trial of this matter.

8. Identify all witnesses that support your denial of Paragraph 10 of Plaintiff's Complaint.

ANSWER: William Barnes, Lee Cope, and Austin Crosby.

9. Identify all witnesses with knowledge of any discussions or agreements regarding the allocation of attorney fees earned in cases previously handled by R Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021, and provide a summary of facts known by each witness.

ANSWER: William Barnes, Lee Cope, Austin Crosby and other PMPED partners.

10. Identify all Documents or Communications that support your denial of Paragraph 10 of Plaintiffs Complaint, and/or that refer to, describe or discuss in any way the allocation of attorney fees earned in cases previously handled by R Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

ANSWER: The Employment Agreement dated January 1, 2018. Further responding, see Barnes-RRFP 000217.

11. Identify each case that remained at PMPED following the departure of Defendant Barnes for which you (Defendants Barnes and/or Barnes Law Firm) assert that you are entitled to a fee, state the portion of the attorney fee to which you are entitled for each case, and set forth a detailed explanation supporting your entitlement to an attorney fee in each case including a description of work performed with respect to each case.

ANSWER: As an initial matter, the Defendants have sought information pertaining to these cases from Plaintiff, as Plaintiff is the custodian of the information. In several of the cases detailed below the Defendant appeared as counsel of record, making him responsible under South Carolina law for the entirety of the case until otherwise released of

his responsibilities. However, based on the information available to the Defendants, the Defendants identify the following:

Case Name	Portion of Fee Entitled to Barnes	Barnes' Involvement
Barry and Obiva Lanham v. Wumag	25%	Responsible, counsel of record. The Defendant was involved with the filing of the lawsuit and appeared as counsel of record until relieved May 2023. He attended several scene inspections at the plant in which Mr. Lanham lost his arm. The Defendant worked jointly with attorney Parker to obtain an expert to review the matter. When Mr. Lanham decided to remove his accompanying workers' compensation case due to disputes with attorney Ball, the Defendant resolved disputes and was able to formulate an agreement with Mr. Lanham's other attorney to ensure the products liability case to remained at PMPED. The Defendant contacted expert Jeff Warren and attended a meeting in Columbia with Mr. Lanham, his other attorney, and Mr. Warren.
Patricia Gonzalez as PR for Eckler v. RDK Truck Sales	15%	Responsible, counsel of record. The Defendant appeared as counsel of record and was never relieved of this responsibility. He extensively researched the various components and operations of the truck at issue in this case. He reviewed video footage of the event at issue and researched applicable AIEG experts to retain. He instructed attorney Peters to revise the video to include only relevant portions and reviewed the Complaint for filing. The Defendant reviewed discovery drafted by attorney Parker and met with attorney Parker on several occasions to discuss the status of the case. He also met with opposing counsel on several occasions to discuss the case.
Ranee Moore v. LG	33.33%	Responsible, counsel of record. The Defendant traveled to Columbia and spent several hours meeting with Ms. Moore. He obtained evidence which was provided to an expert in California to confirm it was a LG battery. The Defendant was involved in filing the lawsuit and default judgement against LG Chem. He attended a hearing on a Motion to Dismiss in front of Judge Nettles. The Defendant defended the entirety of the deposition of Ms. Moore

		that occurred over two days. The Defendant argued a Motion for Protective Order in front of Judge Seals that concluded in Ms. Moore's favor. Additionally, settlement of this matter occurred while the Defendant was still counsel of record.
Linda Singleton as Conservator for Jarvis Singleton	33.33%	Responsible, counsel of record. The Defendant was involved with this case from the beginning, took the initial meeting with the client and was responsible for the file being opened. He engaged in many conversations about settlement offers and counseled the client on possible implications of settling verses trial. He arranged client connections for a special needs trust to be established.
James Rowedder v. Field and Stream	20%	Originating and responsible. The Defendant took an initial phone call from attorney Vannoy and was included on emails with Mr. Rowedder and attorney Vannoy. When originated, the New Client Matter form used to open the file in Prolaw reflected the Defendant as Co-originating and Co-Responsible for the file. The Defendant and attorney Vannoy obtained photographs for the case.
Debbie Moultrie v. Josh Harley	33.33%	Responsible, counsel of record. Upon information and belief there is no disagreement with the Defendant's entitlement to 33.33% of this fee.
Marquita Hunter-Hughes as Spouse and Next Friend of Alexander Hughes, Marquita Hunter-Hughes, Individually and as Parent and Next Friend of A.J.H., T.C.M.H., A.E.S.H., and P.R.H., minors	15%	Responsible, counsel of record. The Defendant became involved in this case in July 2021 when asked to assist with an damages hearing given his experience with cases in default and made an appearance as counsel of record for the Plaintiffs. Over the following month the Defendant assisted in preparing arguments for damages and liability for the hearing. His preparation included spent researching law and anticipating arguments from opposing counsel.
Tracey Padgett v. Brandon Guty	50%	Originating and responsible
Tracey Padgett as GAL for Jimmy v. Brandon Guty	50%	Originating and responsible
Majorie Rickenbaker v. Shumacher Homes	20%	Responsible, counsel of record
Rebecca Belscher as Guardian for Marcengill	50%	Originating and Responsible.

		Upon information and belief there is no disagreement with the Defendant's entitlement to 50% of this fee.
Claudia Davis v. Constance Ginn	15%	Responsible, counsel of record.
Terrie Hill v. Kristin Starns	15%	Responsible, counsel of record.
William T. Casey v. Miles Pratt	15%	Responsible, counsel of record.
Kelle & Kayla Bingham v. Post and Courier	15%	Responsible, counsel of record.
Sarah Gleaton v. Orangeburg County	25%	Responsible.
Karan Carter as PR for the Estate of Dexter Brown v. Norfolk Southern	15%	Responsible, counsel of record.
Hampton County Opioid Case	15%	Responsible, counsel of record.
Kelle & Kayla Bingham v. MUSC	15%	Responsible, counsel of record
Benjamin Chavis v. Aiken Regional	15%	Responsible, counsel of record.
Glen Odom v. Compolong & AC McLeod	15%	Responsible, counsel of record.
Rodney Simpson v. Celeste Nichols	15%	Responsible
Tamerra Suggs v. Andrea West	15%	Responsible
Lisa Sulka v. Skip Hoagland	15%	Responsible. The Defendant met with attorney Parker to discuss this matter and provided attorney Parker with information on other cases against Mr. Hoagland. The Defendant was included on emails related to filling extensions. He stayed abreast of the case during the discovery process in order assist and answer questions by paralegal Davis regarding assignments from attorney Henderson. He was the attorney to advise the Court about the parties scheduling order.
Alexis Cohen v. Tracy Chapman	15%	Responsible
Rose Baker v. Marion Greene	15%	Responsible
Virlin Baker v. Marion Greene	15%	Responsible
Dallas Morris v. Marion Greene	15%	Responsible
James Carter v. Angela Carter	15%	Responsible
Jennifer Rickenbaker v. Shumacher Homes	15%	Responsible
William Bloodsworth v. Carealliance Health Services Inc	10%	Originating
Vinella Cohen as GAL for Anasia Cohen v. Chapman	15%	Responsible.

Gerald Bailey v. National Delivery	15%	Responsible
Christine James v. Fantasia Outing	15%	Responsible
Christine Mays v. SC Rodeo Assoc	15%	Responsible
Terri Goss as PR for Terrance	15%	Responsible
Vinella Cohen v. Tracy Chapman	15%	Responsible.

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

May 2, 2025
Charleston, South Carolina

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

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

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

CERTIFICATE OF SERVICE

I certify that on this date a copy of the ***ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC*** was served on each party or counsel of record ☐ mailing, ☒ e-mailing, ☐facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This **2nd** day of **May, 2025**.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.,	)	C/A No. 2024-CP-25-00409
Plaintiff,	)	**RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC**
Versus	)	
William Barnes and Barnes Law Firm, LLC,	)	
Defendants/Third-Party Plaintiffs,	)	
Versus	)	
Parker Law Group, L.L.P.	)	
Third-Party Defendant.	)	

TO: CARL E. PIERCE AND R. RICHARD GERGEL, ATTORNEYS FOR PLAINTIFF:

Pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Defendants William Barnes and Barnes Law Firm, LLC (hereinafter "the Defendants"), respond to Plaintiff's First Set of Requests for Production to Defendants William Barnes and Barnes Law Firm, LLC as follows:

1. Produce all Documents that you contend support or provide evidence that counters Plaintiffs alleged damages in this matter.

RESPONSE: **See attached documents produced pursuant to the current Confidentiality Order.**

2. If you contend that the Employment Agreement dated January 1, 2018 (the "Contract") was modified at any time, produce any and all Documents, Communications or other materials that you contend reflect the modification(s) and the date(s) the modification(s) became enforceable.

RESPONSE: **The Defendants do not contend that the Employment Agreement dated January 1, 2018 between Defendant and Plaintiff was modified.**

3. If you contend that the Employment Agreement dated January 1, 2018 (the "Contract") is not applicable, produce any and all Documents, Communications or other materials that support the same.

RESPONSE: **The Defendants contend that the Employment Agreement dated January 1, 2018 is applicable and is the controlling document in this matter.**

4. Please provide all documents, messages, communications that support your denial of Paragraph 10 of Plaintiffs Complaint, and/or that refer to, describe or discuss any discussions or agreements regarding the allocation of attorney fees earned in cases previously handled by R Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

RESPONSE: **See attached documents produced pursuant to the current Confidentiality Order.**

5. Please provide all Documents or Communications created, modified or exchanged from September 2021 to the present that relate to the allocation of attorney fees earned in cases previously handled by R Alexander Murdaugh that were subsequently reassigned to Defendant Barnes in 2021.

RESPONSE: **See attached documents produced pursuant to the current Confidentiality Order.**

6. For each case that originated at PMPED that was later transferred to Barnes Law Firm following Defendant Barnes departure from PMPED, please produce all documents necessary to show whether the case has settled and the amount of each settlement.

<u>RESPONSE:</u> See attached documents produced pursuant to the current Confidentiality Order and below chart.

<u>Plaintiff Name</u>	**<u>Total Fee</u>**
Teresa Ray	**$16,666.67**
Willy Forrester	**$34,000.00**
Sherrita Brown	**$300.00**
Nick Palmer	**$148,800.00**
Tameeka Evans	**$9,083.33**
Tameeka Evans	**$4,750.00**
Tameeka Evans	**$4,750.00**
Debra Frazier	**$88,541.00**
Gary Bryant	**$11,666.66**
Jalisa Garvin	**$4,833.00**
Hunter Harris	**$10,000.00**
Jason Wright	**$18,000.00**
James McCollum	**$5,555.56**
Brittnay Clark	**$5,555.56**
Clay Holder	**$75,000.00**
Brittnay Clark as GAL	**$5,555.55**
Terrance Riley	**$500.00**
Zyshawn Morgan	**$6,333.33**
Kathy Bridges	**$14,000.00**
Carsie Hiott	**$28,333.33**

Carley McAlhany	**$339,115.00**
Norman Blake Smith	**$39,200.00**
Donald Wilson	**$11,666.67**
Chris Owens	**$6,630.00**
Cathy Moore	**$31,500.00**
Travis Youmans	**$3,333.33**
Carley McAlhany	**$33,333.33**
Cathy Nelson	**$127,500.00**
Shawndale Devoe	**$4,600.00**
Dwayne Marshall	**$5,000.00**
Dwayne Marshall Jr.	**$1,500.00**
Sabrina Harley	**$1,583.33**
Sharmario Hayward as GAL	**$1,000.00**
Dallys Williams	**$16,666.67**
Kyle Egbert	**$8,333.33**
Kenric Gwin-Baughman	**$8,333.33**
Jessie Jarrell	**$5,000.00**
Dwayne Marshall Sr. as PR Sharmain	**$18,622.50**
Terence Graham	**$240,000.00**
Sarah Turrubiate as GAL for G.	**$500.00**
Sarah Turrubiate as GAL for O.	**$500.00**
Daniel Salgado	**$158,333.33**

Sarah Turrubiate	$25,000.00
Daniel Salgado	$1,166.67
Sarah Turrubiate	$530,000.00
Ann Beckett	$8,333.33
Carsie Hiott	Dismissed No Additional Recovery
Dallys Williams	Dismissed No Additional Recovery
Hank Foy/Safe Logging	$25,544.40
James Crosby	Pending
Jeff Corning	Pending
Kenric Gwin-Baughman	Dismissed No Additional Recovery
Kyle Egbert	Dismissed No Additional Recovery
Rodney Devoe	Pending
Shawndale Devoe	Pending
Savanna Sauls	Pending

7. Please produce all communications and documents pertaining to invoices, bills, and expenses related to the ongoing ODC investigation.

RESPONSE: See attached documents produced pursuant to the current Confidentiality Order.

8. Please produce all communications and documents pertaining to invoices, bills, and expenses related to the *Santis* case.

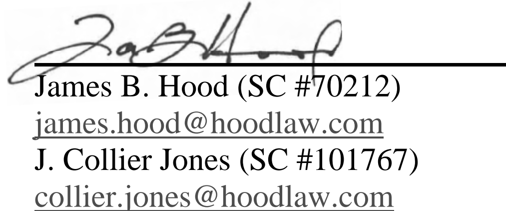
RESPONSE: See attached documents produced pursuant to the current Confidentiality Order.

9. Please produce all communications sent or received from January 1, 2021 to November 1, 2021 by Defendant Barnes and/or Barnes Law Firm, including any employee, shareholder or partner of Barnes Law Firm, regarding Defendant Barnes' departure from PMPED and/or intentions and/or plans to depart from PMPED and/or begin work for Barnes Law Firm.

RESPONSE: **See attached documents produced pursuant to the current Confidentiality Order.**

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

May 2, 2025
Charleston, South Carolina



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

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

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

CERTIFICATE OF SERVICE

I certify that on this date a copy of the **RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS WILLIAM BARNES AND BARNES LAW FIRM, LLC** was served on each party or counsel of record ☐ mailing, ☒ e-mailing, ☐ facsimile, or ☐ hand delivery in the manner prescribed by the applicable Rule of Civil Procedure.

This **2nd** day of **May, 2025**.