

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECEIVED

OCT 10 2013

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

SC Court of Appeals

Letitia H. Verdin, Circuit Court Judge

Case No. 2009-CP-23-8727

Dr. Rogers C. Reeves,  
Individually and as Trustee of  
the Reeves Family Trust, Respondent,

v.

Goldie Grier Reeves, Appellant.

MOTION TO WITHDRAW

COMES NOW M. Lee Daniels, Jr., Counsel of Record for Appellant Goldie Grier Reeves, and moves the Court, pursuant to Appellate Court Rule 264(b), for an Order allowing him to withdraw as Counsel of Record for Appellant for the justifiable causes detailed below, and to automatically stay the time limits for perfecting the Appeal pursuant to Appellate Rule 240(b).

The justifiable causes for withdrawal are listed below and detailed in the Affidavit of Counsel attached to this motion:

1. The underlying case in the Lower Court was referred to binding arbitration by agreement of the parties and a Consent Order to that effect was entered by the Lower Court. True and accurate copies of the arbitration agreement (in counterparts) and the Consent Order are attached to the Affidavit of Counsel at pp. 8-9 and 10-13, respectively. After a purported settlement of the case which appellant verbally agreed to but later refused to implement, an Arbitration hearing was held.

Following the hearing, the parties agreed to grant the Arbitrator additional powers no originally specified in the Arbitration Agreement. See pp. 14-16, attached to Affidavit of Counsel. An award and supplemental award were subsequently issued to the parties. True and accurate copies of these papers are attached to the Affidavit of Counsel at pp. 17-21 and 22-23, respectively. Counsel of record refused to file a motion to vacate the award because of S.C. Rule Civ. Pro. 11(a), and appellant filed the motion *pro se*. See Motion papers attached to the Affidavit of Counsel at pp. 24-26. The Lower Court found no statutory grounds to vacate the award. Appellant insisted upon appealing that Order. Counsel for Appellant filed a Notice of Appeal because he believed it was his ethical duty to file such Notice to protect Appellant's right to a direct appeal. Counsel and Appellant disagree as to whether there are legitimate grounds for appeal. Counsel does not believe he can sign any Brief in this case without violating Rule 11(a) or subjecting himself to possible sanctions under Appellate Rule 269;

2. Appellant does not consent to Counsel's withdrawal;

3. Appellant originally paid Counsel a retainer of \$2,000.00 in 2009 to initiate the underlying case in the Lower Court, but that retainer has long since been exhausted and Appellant is without funds to replenish it. Counsel continued to represent her in the case before the Circuit Court and Arbitrator on a *pro se* basis, but due to the disagreement between counsel and appellant, counsel is unwilling to continue the representation on that basis, and therefore requests permission to withdraw;

4. Appellant has sought to engage substitute counsel, but is without funds to pay a retainer to any attorney who would agree to represent her.

**WHEREFORE**, Counsel prays that his motion to withdraw by granted by the Court.

October 9, 2013.

Other Counsel of Record:  
Terry Guy Chasteen, Esquire  
Anderson & Chasteen  
Post Office Box 1749  
Greenville, South Carolina 29602  
(864) 233-4566  
**Attorney for Respondent**



M. Lee Daniels, Jr.  
Wimberly, Lawson, Daniels & Fisher, LLC  
109 Laurens Road, Suite 4A  
Greenville, South Carolina 29607  
(864) 242-9484  
[mldjr@wldf-law.com](mailto:mldjr@wldf-law.com)  
**Attorney for Appellant**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECEIVED

OCT 10 2013

SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2009-CP-23-8727

Dr. Rogers C. Reeves,  
Individually and as Trustee of  
the Reeves Family Trust, Respondent,

v.

Goldie Grier Reeves, Appellant.

**AFFIDAVIT OF COUNSEL**

PERSONALLY APPEARED before me M. Lee Daniels, Jr., who first being sworn, does depose and say that:

1. I am a member of the Bar of this Court and counsel of record for Appellant in this action. I reside in Greenville County.
2. I have personal knowledge of the statements made in this affidavit.
3. In 2009, I was engaged by Appellant to file a suit in the Greenville County Court of Common Pleas in a dispute over the house Appellant lived in pursuant to a written lease with the Reeves Family Trust. Her ex-husband, Dr. Rogers C. Reeves, was the Trustee.

The dispute concerned the deplorable condition of the house, which was alleged to have been caused by improper roofing work performed by a contractor engaged by the Trustee.

4. After suit was filed, the parties agreed to arbitrate their dispute, and the Court issued a Consent Order to that effect. True and accurate copies of the Arbitration Agreement (in counterparts) and Consent Order are attached to this Affidavit at pp. 8-9 and 10-13, respectively.

5. An agreement to resolve the dispute was subsequently negotiated between counsel for the parties, and counsel for Appellant received authority to agree to the settlement. Appellant later disaffirmed the settlement, and through other counsel, subsequently moved the Court for appointment of a *guardian ad litem*. The Court appointed Karen McManaway of Greenville as GAL.

6. At that point, Counsel moved the Circuit Court to withdraw as counsel. Permission was denied when the other counsel, Cliff Gaddy, would not agree to substitute his representation. He had limited his engagement to making the motion for a *guardian ad litem*.

7. Arbitration was held on March 6, 2013 before John Devlin, Esquire of Greenville. Subsequent to the arbitration, the parties agreed to confer additional powers on the Arbitrator, allowing him if he chose to terminate the trust and lease in the case, order the sale of the house, and order the disposition of the proceeds. See attached letter at pp. 14-16. Devlin issued an award and a supplemental award in the case, true and accurate copies of which are attached to this Affidavit at pp. 17-21 and 22-23, respectively.

8. In counsel's opinion, Devlin's award does not exceed his authority as arbitrator either under the agreement or the additional authority later granted by the parties, is not affected by evident partiality or prejudice, and was not procured through fraud or corruption. While counsel believes the arbitrator should have issued an award with a different result, that alone is not a legal ground to challenge the award. Therefore, counsel refused to file a motion to vacate the award with the Court because there was no good ground to support such a motion as required by S.C. Rule of Civil Pro. 11(a).

9. Appellant filed a motion to vacate the award with the Court *pro se*. True and accurate copies of those Motion papers are attached to this Affidavit at pp. 24-26.

10. This motion was denied by the Lower Court without a hearing.

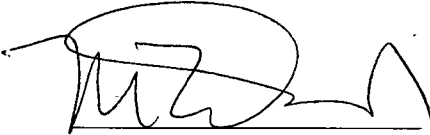
11. Appellant insisted on appealing the Lower Court's ruling. Counsel prepared a Notice of Appeal in order to protect Appellant's right to a direct appeal while she sought substitute counsel. Counsel informed Appellant that he would not be able to perfect the appeal by filing an initial brief because of Rule 11(a) and Appellant Rule 269.

12. Appellant has not been able to obtain substitute counsel at this point to perfect the appeal.

13. Appellant originally paid a retainer of \$2,000.00. That retainer has been exhausted and she has not been billed for any additional fees because she is on a fixed income and would be unable to pay such fees. Counsel continued to represent her *pro se* during the arbitration and subsequent proceeding in the Circuit Court. She currently owes Counsel's firm several hundred dollars for expenses, and owes the arbitrator for his fees and expenses for the arbitration.

14. Counsel am seeks to withdraw because there was never an agreement between Counsel and Appellant to continue representation during the appeal. Counsel believes that there is an irreconcilable conflict between Counsel and client as to the ability to whether there are good grounds to appeal the underlying Order.

Further affiant saith not.



M. Lee Daniels, Jr.

Sworn and subscribed before me  
This 9th day of October, 2013.

Jean E. Howard  
Notary Public for SC

My Commission Expires: 3/6/2016

**ARBITRATION AGREEMENT**

The parties have determined to resolve all issues that have been raised, or that could have been in the case of Reeves v. Reeves, 2009 CP-23-8727, now pending in the Court of Common Pleas for Greenville County, South Carolina by submission to binding and final private arbitration between the parties. As a result, the lawsuit now pending will be dismissed without prejudice by the parties, and either party, if necessary, may re-file or revive such suit within a year of its dismissal for the purpose of asking the court to enforce the arbitrator's award. The Arbitrator shall have the power to issue an award based upon his view of the preponderance of the evidence as to each party's claims against the other, and direct such relief as he feels is justified by the evidence, so long as such relief would have been available to the party in the circuit court under the cause of action and or counterclaim, as the case may be, including monetary relief, injunctive relief, punitive damages, and/or an award of attorneys' fees, as appropriate.

Judgment on the arbitrator's award shall be binding and conclusive on the parties. The arbitrator shall be chosen by mutual agreement between the parties, or failing that, by request of the South Carolina State Bar for a panel listing consisting of seven arbitrators from the Greenville area certified by the South Carolina Bar Commission on Mediation and Arbitration as certified arbitrators in the circuit courts of South Carolina. Upon receipt of the panel listing, the Plaintiff shall strike first and the Defendant shall strike second, and so on, until one Arbitrator remains, who shall arbitrate the parties' dispute.

The costs of the Arbitration shall be equally borne by the parties, however, the Arbitrator shall have the power to tax costs in favor of the prevailing party in the Arbitration.

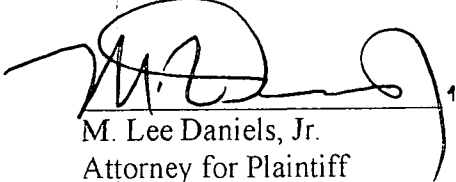
The Arbitration shall be held in compliance with the rules and procedures set out in South Carolina law, however, the parties, by stipulation, may waive or change any rule of procedure or evidence, and the Arbitrator shall be bound by the parties' stipulations.

No disclosure of the award shall be made by the parties except as required by law or as necessary or appropriate to effectuate the terms of the award. The locations of the mediations shall be a site in Greenville mutually agreed to by the parties.

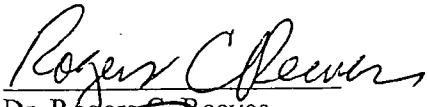
Agreed this the 2<sup>nd</sup> day of February, 2011.

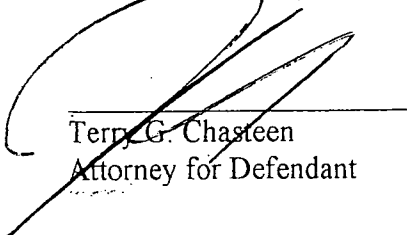
**PLAINTIFF**

\_\_\_\_\_  
Goldie Reeves

  
\_\_\_\_\_  
M. Lee Daniels, Jr.  
Attorney for Plaintiff

**DEFENDANT**

  
\_\_\_\_\_  
Dr. Rogers C. Reeves

  
\_\_\_\_\_  
Terry G. Chasteen  
Attorney for Defendant

**ARBITRATION AGREEMENT**

The parties have determined to resolve all issues that have been raised, or that could have been in the case of Reeves v. Reeves, 2009 CP-23-8727, now pending in the Court of Common Pleas for Greenville County, South Carolina by submission to binding and final private arbitration between the parties. As a result, the lawsuit now pending will be dismissed without prejudice by the parties, and either party, if necessary, may re-file or revive such suit within a year of its dismissal for the purpose of asking the court to enforce the arbitrator's award. The Arbitrator shall have the power to issue an award based upon his view of the preponderance of the evidence as to each party's claims against the other, and direct such relief as he feels is justified by the evidence, so long as such relief would have been available to the party in the circuit court under the cause of action and or counterclaim, as the case may be, including monetary relief, injunctive relief, punitive damages, and/or an award of attorneys' fees, as appropriate.

Judgment on the arbitrator's award shall be binding and conclusive on the parties. The arbitrator shall be chosen by mutual agreement between the parties, or failing that, by request of the South Carolina State Bar for a panel listing consisting of seven arbitrators from the Greenville area certified by the South Carolina Bar Commission on Mediation and Arbitration as certified arbitrators in the circuit courts of South Carolina. Upon receipt of the panel listing, the Plaintiff shall strike first and the Defendant shall strike second, and so on, until one Arbitrator remains, who shall arbitrate the parties' dispute.

The costs of the Arbitration shall be equally borne by the parties, however, the Arbitrator shall have the power to tax costs in favor of the prevailing party in the Arbitration.

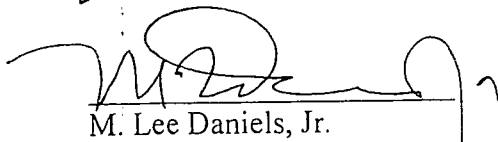
The Arbitration shall be held in compliance with the rules and procedures set out in South Carolina law, however, the parties, by stipulation, may waive or change any rule of procedure or evidence, and the Arbitrator shall be bound by the parties' stipulations.

No disclosure of the award shall be made by the parties except as required by law or as necessary or appropriate to effectuate the terms of the award. The locations of the mediations shall be a site in Greenville mutually agreed to by the parties.

Agreed this the 2<sup>nd</sup> day of February, 2011.

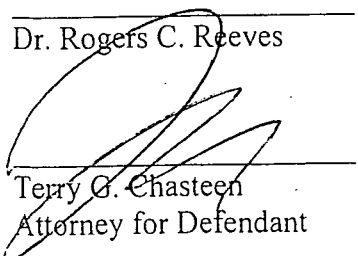
**PLAINTIFF**

  
Goldie Reeves

  
M. Lee Daniels, Jr.  
Attorney for Plaintiff

**DEFENDANT**

\_\_\_\_\_  
Dr. Rogers C. Reeves

  
Terry G. Chasteen  
Attorney for Defendant

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

JUDGMENT IN A CIVIL CASE  
CASE NO: 2009CP2308727

**Goldie Grier Reeves vs. Rogers C Reeves**

CHECK ONE:

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

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

IT IS ORDERED AND ADJUDGED:  See attached order;  Statement of Judgment by the Court:

Dated at Greenville, South Carolina, this 10th day of February, 2011.

Court Reporter:

\_\_\_\_\_  
**PRESIDING JUDGE - Robin B. Stilwell**

This judgment was entered on the 10th day of February, 2011, and a copy mailed first class this 10th day of February, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
**Melegia Lee Daniels Jr.** Wimberly Lawson Daniels & Brandon, LLC 109 Laurens Rd. Ste. 4A  
Greenville, SC 29607

\_\_\_\_\_  
**Terry Guy Chasteen Anderson** Fayssoux & Chasteen P.O. Box 1749 Greenville, SC 29602

---

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

---

**ATTORNEY(S) FOR THE DEFENDANT(S)**

---

Paul B. Wickensimer Greenville County Clerk Of Court  
- Clerk of Court

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE )

2009-CP-23-8727

Goldie Grier Reeves, )

Plaintiff, )

vs. )

Dr. Rogers C. Reeves, individually )  
and as Trustee of the Reeves )  
Family Trust, )

Defendant. )


CONSENT ORDER TO ARBITRATE

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
FEBRUARY 10 2011

2011 FEB 10 P 4:14

COME NOW, Plaintiff and Defendant, by and through their undersigned attorneys, and hereby mutually consent to all claims asserted herein being referred to an arbitrator of the parties' choosing for final and binding arbitration and to the dismissal of this matter in its entirety without prejudice.

IT IS SO ORDERED.

  
Circuit Court Judge (2158)

This the 10 day of February, 2011  
Greenville, South Carolina


**WE CONSENT:**

Overlook Executive Park  
109 Laurens Road  
Building 4, Suite A  
Greenville, South Carolina 29607  
(864) 242-9484  
(864) 242-6833 facsimile  
mldjr@wldf-law.com

and

217 E. Park Avenue  
Greenville, South Carolina 29601  
(864) 233-4566  
(864) 233-4567 facsimile  
TChasteen@afclaw.net

**WIMBERLY, LAWSON,  
DANIELS & FISHER, LLC**




---

M. Lee Daniels, Jr.

**ATTORNEYS FOR PLAINTIFF**

**ANDERSON & CHASTEEN**



---

Terry G. Chasteen

**ATTORNEYS FOR DEFENDANT**

WIMBERLY, LAWSON, DANIELS & FISHER, LLC  
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE:  
(864) 242-9484

FACSIMILE:  
(864) 242-6833

WEBSITE:  
www.wldf-law.com

OVERLOOK EXECUTIVE PARK  
109 LAURENS ROAD  
BUILDING 4, SUITE A  
GREENVILLE, SOUTH CAROLINA 29607

AFFILIATED OFFICES:  
GEORGIA  
ATLANTA • ATHENS  
-----  
TENNESSEE  
KNOXVILLE • NASHVILLE  
MORRISTOWN • COOKEVILLE

March 15, 2013

Ms. Goldie Reeves  
105 Long Point Way  
Simpsonville, SC 29681

Dear Ms. Reeves:

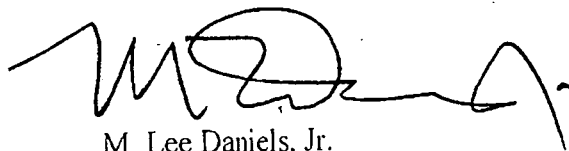
I am writing this letter to get a final decision from you as to whether or not to provide the Arbitrator with expanded remedial powers. This relates to paragraph 2 under "AS TO BOTH PARTIES" on the Arbitrator's email I sent you earlier. We have three choices:

- (1) Do not consent to broaden his powers;
- (2) Give him broad equitable powers (to do things he does not currently have power to do, like with the Trust, the house and/or the Lease); or
- (3) Give him specific limited equitable powers (like he can order the house sold and determine how the proceeds will be split).

Please choose 1, 2 or 3 by marking an "x" beside them on the following page. If you choose 3, write or type in what specific additional powers you wish him to have. Sign and return the letter in the envelope provided. If I don't hear from you before I submit our Brief on Wednesday, March 20, 2013, I will not consent to any broader powers.

Sincerely,

WIMBERLY, LAWSON, DANIELS &  
FISHER, LLC



M. Lee Daniels, Jr.

MLDjr/jeh  
Enclosure

Ms. Goldie Reeves  
Page Two  
March 15, 2013

I choose option:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3)  List powers to give the Arbitrator: on the documents today 2/18/03  
March.

---

---

Signed:

Goldie Reeves

Goldie Reeves

Ms. Reeves will agree to grant the Arbitrator the following additional equitable powers: (1) to terminate the trust; (2) to terminate the lease; (3) to order the subject property to be sold; and (4) to order the disposition of the net proceeds from the sale.

STATE OF SOUTH CAROLINA	)	IN ARBITRATION
	)	
COUNTY OF GREENVILLE	)	C.A. No. 2009-CP-23-8727
	)	
Goldie Grier Reeves,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>AWARD</b>
	)	
Dr. Rogers C. Reeves, individually and as	)	
Trustee of the Reeves Family Trust,	)	
	)	
Defendant.	)	
	)	

---

This matter comes before me pursuant to an Arbitration Agreement executed by the parties dated February 2, 2011, a copy of which is attached hereto. There exists also an Order of the Thirteenth Judicial Circuit that this matter be arbitrated dated February 6, 2013.

THE FACTS

The parties were divorced in March 1982. Dr. Reeves was required to pay alimony to Mrs. Reeves and to convey to her his interest in the marital residence at 105 Longpoint Way in Simpsonville, South Carolina. The baseline dispute giving rise to this lawsuit stems from their disagreement as to which of them was obligated to maintain the house, and as to who should bear the responsibility for repairs allegedly improperly performed.

From the divorce in 1982 until 2002, no disputes relevant to this matter arose between the parties. It is significant that during that time, Mrs. Reeves continued to live in the house and engaged in a series of real estate transactions the net effect of which was, by 2002, to convert her from an owner in fee simple to a tenant soon to be evicted.

In May 2002, Dr. Reeves was contacted by his ex-wife with a proposal that he purchase the property and convey it to a trust to be established for the sole purpose of owning the

property. The Trust would then lease the property to Mrs. Reeves, and the alimony payments due Mrs. Reeves would be used, generally speaking, to service the debt Dr. Reeves assumed when purchasing the property. Of significance during that transaction was Dr. Reeves' express desire that he not be involved with maintenance. The lease executed by the parties put sole responsibility for maintenance on Mrs. Reeves.

The testimony established beyond doubt that Plaintiff was impecunious and was unable, financially or otherwise, to maintain the property. Dr. Reeves hired a contractor to perform a variety of repairs to the property. Problems increased exponentially from that point. Testimony was provided suggesting that Mrs. Reeves ran the workers off the property, while it was Mrs. Reeves' contention that she alone had the authority to hire workers and was entitled to question their work.

As it turned out, the contractor was apparently neither licensed nor competent, though no testimony was adduced to show that Dr. Reeves knew of these problems before hiring the contractor. When the workers left the job, they apparently left a portion of the exterior siding open to the elements, as well as performing repairs to the roof of questionable quality. The work was not finished by any other person or entity, although testimony shows that Dr. Reeves provided Mrs. Reeves with the funds with which to perform those repairs.

Because the needed repairs to finish the work begun by Jones were not done, the house began to suffer moisture intrusion and subsequent mold. Complicating that problem was the increasing inability or unwillingness of Mrs. Reeves to maintain the house in a sanitary condition. Evidence was produced at the hearing showing living conditions so squalid that it is absolutely no surprise that DSS took Mrs. Reeves into custody, or that Greenville County thereafter condemned the house.

Mrs. Reeves resumed living in the house after a lengthy hospitalization, during which Dr. Reeves paid substantial sums to bring the house out from under the condemnation order.

#### THE CLAIM

Mrs. Reeves instituted this action in 2009, claiming both legal and equitable relief. In part pursuant to the Trust, she seeks to have Dr. Reeves provide her with a replacement residence and \$150,000 in damages to personal property. As a presumed alternative to the equitable remedy of replacing the house, she seeks the sum of \$297,614.37 to rehabilitate or replace her residence. She also seeks relief under the Uniform Residential Landlord Tenant Act. In partial response to those damage claims, Dr. Reeves presented evidence that the house was worth no more than \$100,000, an amount for which he had received an offer to purchase.

Dr. Reeves calculated that over the years he had paid in excess of \$25,000 for taxes, insurance and repairs to the house. At the hearing, he waived his right to seek a judgment for any sums, as, among other reasons, he did not believe those claims to be collectible.

#### THE DEFENSES TO PLAINTIFF'S LEGAL AND EQUITABLE CLAIMS

Dr. Reeves presented a variety of defenses to the claims asserted against him. Primarily, the defenses center on Mrs. Reeves' failure to act responsibly for her own benefit, as, for example, by failing to file an action against R. C. Jones, or by her failure to bring claims against him within the statute of limitations. To the extent her claim sounds in negligence, her claim is barred by her own comparative negligence, which exceeds any negligence of Dr. Reeves by a significant margin. Similarly, Dr. Reeves defends the claims under the lease by pointing to Mrs. Reeves' obligation to maintain the premises, which she most clearly did not do. Under any traditional analysis of the legal and equitable rights available to Mrs. Reeves, she is entitled to no relief.

## THE RELIEF AVAILABLE

Following the hearing, counsel for both parties met with the undersigned, and agreed that the relief to be awarded in this matter was to be expanded to include whether the Trust and the Lease should be terminated, whether the house should be sold, and if a sale was deemed appropriate. With this expansion of potential tools at the disposal of the parties, the chances increase materially that the parties will not become embroiled in litigation over the house in the future.

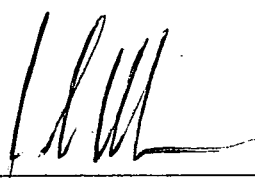
## RULING

As set forth above, Mrs. Reeves is entitled to no recovery on the claims she has made. Further, there is no reason for the continued existence of the Trust. It is clear beyond dispute that the purpose of the Trust was to provide Mrs. Reeves with a safe place to live. The house on Longpoint Way can no longer serve that purpose. For that reason, and subject to the instructions below, the Trust is to be terminated. The Lease must therefore also be terminated. Because neither party has addressed any legal prerequisites to the termination of the Trust, it is hereby ordered that both parties provide to the undersigned, within ten days of the service of this Award, any legal or logistical issues they believe need to be addressed in order for that termination to occur promptly and appropriately.

The best interests of both parties are served by the proposal set forth by Dr. Reeves that the property be sold and the proceeds divided. It would be within Dr. Reeves' rights, given the situation, to seek a sale of the property and retention of all the proceeds. That he is willing to do otherwise, and that he has been as magnanimous as he has been, is a testament to human goodness.

The net proceeds of the sale should be distributed first in payment of the fees of the Plaintiff's Guardian *ad Litem*, and then divided evenly between them. Should the Guardian's fees have already been paid by one of the parties, that party is entitled to reimbursement therefore prior to distribution of the net. This ruling is not intended to remove any limit on those fees which may have been previously imposed by court order.

AND IT IS SO ORDERED

  
\_\_\_\_\_  
John R. Devlin, Jr.

April 17, 2013

STATE OF SOUTH CAROLINA ) IN ARBITRATION  
 )  
 COUNTY OF GREENVILLE ) C.A. No. 2009-CP-23-8727

Goldie Grier Reeves, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Dr. Rogers C. Reeves, individually and as )  
 Trustee of the Reeves Family Trust, )  
 )  
 Defendant. )  
 )

**SUPPLEMENTAL ORDER**

The Award previously entered in this matter set forth, generally speaking, that the property in dispute on Longpoint Way was to be sold and the net proceeds to be divided between the parties. The undersigned is now advised that Mrs. Reeves contends that she must receive the sum of \$21,000 in order to have funds sufficient to move. That position is contrary to the Award rendered. No particular minimum amount was guaranteed to either party as a result of the sale, and Mrs. Reeves may not insist on any such precondition before complying with the Award. The undersigned is advised that a closing is set to occur on May 17, and that the seller requires the property to be vacated by Mrs. Reeves no later than 5 p.m. on Wednesday May 15, 2013.

The undersigned is further advised that Dr. Reeves is willing to advance certain limited sums to Mrs. Reeves in order to expedite her move, including funds for hiring movers and placing security deposits/initial rents on whatever property Mrs. Reeves may decide to lease. Under certain conditions, that advance is appropriate.

It is the undersigned's supplemental order that Dr. Reeves be allowed to advance up to \$5,000.00 for expenses directly related to Mrs. Reeves' move. Those expenses expressly do not include the purchase of a vehicle to assist her in searching for replacement housing. Further,

those funds are to be paid to Mrs. Reeves' Guardian *ad litem*, Karen McManaway, to be used as she deems appropriate in assisting Mrs. Reeves with the payment of move-related expenses.

It is further the undersigned's order that all funds advanced by Dr. Reeves pursuant to this order shall be repaid out of the proceeds of the sale of the property before any division of the net proceeds occurs.

It is further the undersigned's order that Mrs. Reeves take all such actions as are necessary to insure that she has moved out of the property on or before the 5 p.m. deadline on May 15, along with all such personal effects as she desires to take with her.

The undersigned is concerned that Mrs. Reeves may take steps that would have the effect of frustrating the proposed sale. It is the intent of the original Award, and of this Supplemental Order, that the property be sold as previously described, as it is that sale which will have the most positive impact on both parties. The undersigned would encourage any party aggrieved by noncompliance with the Award and this Order to seek redress from the Circuit Court.

AND IT IS SO ORDERED

  
\_\_\_\_\_  
John R. Devlin, Jr., Arbitrator

Dated: May 2, 2013

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS  
JUDICIAL CIRCUIT

COUNTY OF Greenville SC )

CASE NO.: \_\_\_\_\_-CP-\_\_\_\_\_

Medie Greer )  
Plaintiff, )

MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET

vs. )  
Roger Chene )  
Defendant. )

09-8727

Plaintiff's Attorney:  
M. Lee Dennis Bar No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: 864 842 9444  
E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

Defendant's Attorney:  
Larry Chisten Bar No. \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail: \_\_\_\_\_ Other: \_\_\_\_\_

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: one hour, modification of child support as calculated per  
Estimated Time Needed: 30 min Court Reporter Needed:  YES /  NO

SECTION II: Motion/Order Type

- Written motion attached
- Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Medie Greer July 17, 2013  
Signature of Attorney for  Plaintiff /  Defendant Date submitted

SECTION III: Motion Fee

- PAID - AMOUNT: \$ \_\_\_\_\_
- EXEMPT: (check reason)
  - Rule to Show Cause in Child or Spousal Support
  - Domestic Abuse or Abuse and Neglect
  - Indigent Status  State Agency v. Indigent Party
  - Sexually Violent Predator Act  Post-Conviction Relief
  - Motion for Stay in Bankruptcy
  - Motion for Publication  Motion for Execution (Rule 69, SCRPC)
  - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter: \_\_\_\_\_
- Other: \_\_\_\_\_

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

CLERK'S VERIFICATION

Collected by: D. Jones Date Filed: \_\_\_\_\_, 20\_\_\_\_

- MOTION FEE COLLECTED: \$ 25.00 Cash in Accounting
- CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_



Ms. Goldie Reeves  
Plaintiff  
18 Cantera Circle  
Greenville, SC29615

July 15, 2013

Mr. Paul B. Wikensimer  
Clerk of Court for Greenville County  
305 East north Street  
Greenville County Court House  
Greenville, South Carolin 29601

RE: Court of Common Pleas  
2009- CP-23-8727

ENTERED COMPUTER

Dear Mr. Paul Wikensimer:

I am respectfully Submitting a motion in the above mentioned case on the advice of my attorney pursuant to Title 15. Civil Remedies and procedures Chapter 48. of the uniform arbitration Act As listed in the South Carolina Statutes Archive Directory S. C. Code Ann. paragraphs 15-48-140. Modification or correction of Award

The grounds for this motion are as follows:

Paragraphs 15-48-140 Modification or Correction of Award  
(a) (1),  
(a) (2),  
and (3) (c).

And I Do not Believe the award is in keeping with the law.

Also From

Paragraphs uner 15-48-130. Vacating the Award  
(A) (1), (a) (2), (a) (3) and (A) (5).

As I do not Believe the award is in keeping with the law.

I asked for and Demanded a juror trial as is listed on my Pleading. I never wanted to settle or arbitrate this case at all. I continually expressed my desire to my attorney and he followed his own path. During most of these four years I was in the hospital or on medications. I actually fired My attorney however, the court would not release him, and did provide no one to replace him.

I am concern with the manner in which I have had to handle this



the submittal of this motion.

Mr. Daniels chose to let me express my ideas personally and he said the court would understand I have no legal training, and would be tolerated I pray that this is so.


I have lined up another attorney but have not enough deposit money for him as he requires.

I appreciate very much Mr. Daniels' graciousness and kindness in providing the Lexus Nexus data. He has been very supportive many times as a family member almost. I am grateful for that.

My initial Attorney in these matters was the now deceased Honorable Mr. J.D. Todd. I proceeded as he instructed since day one. He instructed me what to do when Rogers was in Breach of Contract or contempt of Court over these matters or over the last forty years. It has been challenging and often dangerous to the safety of My self and our children

Mr. Todd always instructed me that the court can only enforce the agreements they can not rewrite the contracts or agreements with the law. That is the court can not rewrite change the words or concepts and meanings of the agreements. Most of the time Rogers' behavior has been bullying and disrespectful and often irresponsible and contumacious according to the Judge in contempt hearings. The arbitrator failed to identify the essence and meaning of our plans. Therefore, it would be most appropriate and more legally correct if the truth was actually contemplated when an evaluation was considered. Our son is particularly suffering, but our daughter is more capable and has a more secure environment

Respectfully Submitted this day the 15th of July, 2013



Goldie Grier Reeves

per se

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

---

Case No. 2009-CP-23-8727

---

RECEIVED

OCT 10 2013

SC Court of Appeals

Dr. Rogers C. Reeves,  
Individually and as Trustee of  
the Reeves Family Trust, Respondent,

v.

Goldie Grier Reeves, Appellant.

---

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO WITHDRAW**

---

Counsel for Appellant submits the following argument, including citation to cases and authorities in support of his Motion to Withdraw:

Appellate Rule 264(b) provides that an attorney may be allowed by the Court to withdraw from representation of a client with justifiable cause. This civil appeal is similar to situations in criminal and quasi-criminal appeals wherein the Court has allowed attorneys to withdraw from appointed representation of indigent defendants in criminal actions, and sexual predator actions pursuant to the rationale expressed in Anders v. California, 386 U.S. 738 (1967), and to perfect appeals without having to file a brief in termination of parental rights and similar cases brought by the

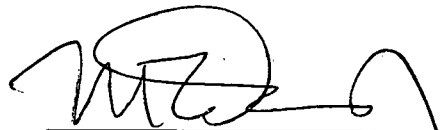
Department of Social Services, all upon the opinion of the appointed counsel that no meritorious issues for appeal exist. *See S.C. Dep't. of Social Services v. Downer*, 2005 S.C. Lexis 47 (Feb. 2, 2005) and *In Re McCoy*, 360 S.C. 425, 602 S.E.2d 58 (2004). In this case, there is no procedure for indigent appointment or an exception from filing a brief, even though similar facts with regard to a conflict between counsel and appellant exist, as in the cases cited above. Therefore, the only opinion left to Counsel is to move to withdraw. Appellant would be considered indigent if there was a program for appointment, and certainly cannot afford representation, yet there is no procedure for her to have an attorney appointed by the Court. Her engaged counsel, who has been continuing the representation *pro bono publico*, is unwilling to continue the representation because of his legal opinion, expressed in the Affidavit of Counsel, that no justifiable grounds exist to appeal the decision of the lower court not to vacate the arbitration award. Under these circumstances, the conflict between counsel's professional opinion and the desires of the client provide just as justifiable a reason for the permission to withdraw to be granted as are provided by the *Anders* cases and the other similar circumstances in the sexual predator and DSS cases.

Additionally, in *Miller v. State*, 388 S.C. 347, 697 S.E.2d 547 (2010), the Supreme Court dismissed an appeal as moot where the Notice of Appeal, as well as the lower court ruling, had been submitted *pro se* by a party who was also represented by an attorney, stating that a client was not entitled to hybrid representation. Counsel would urge this ground upon the Court as an alternative

ground for permission to withdraw, as counsel had previously refused to file the motion to vacate the arbitration award with the lower court because of the constraints of S.C. Rule of Civ. Pro. 11(a).

**WHEREFORE**, Counsel prays that his motion to withdraw be granted by the Court.

October 9, 2013.



M. Lee Daniels, Jr.  
Wimberly, Lawson, Daniels & Fisher, LLC  
109 Laurens Road, Suite 4A  
Greenville, South Carolina 29607  
(864) 242-9484  
[mldjr@wldf-law.com](mailto:mldjr@wldf-law.com)  
**Attorney for Appellant**

Other Counsel of Record:  
Terry Guy Chasteen, Esquire  
Anderson & Chasteen  
Post Office Box 1749  
Greenville, South Carolina 29602  
(864) 233-4566  
**Attorney for Respondent**

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2009-CP-23-8727

**RECEIVED**  
OCT 10 2013  
**SC Court of Appeals**

Dr. Rogers C. Reeves,  
Individually and as Trustee of  
the Reeves Family Trust, Respondent,

v.

Goldie Grier Reeves, Appellant.

PROOF OF SERVICE

I certify that I have served the foregoing Motion to Withdraw, with Affidavit of Counsel and its accompanying exhibits, and Memorandum of Law, on Dr. Rogers C. Reeves by depositing a copy of it in the United States Mail, postage prepaid, on September 24, 2013, addressed to his attorney of record, Terry Guy Chasteen, Post Office Box 1749, Greenville, South Carolina 29602, and I have additionally served a copy of said papers on Appellant Goldie Grier Reeves by depositing them in the United States Mail, postage prepaid, on October 9, 2013, addressed to Goldie Grier Reeves, 18 Cantera Circle, Greenville, South Carolina 29615.

October 9, 2013



M. Lee Daniels, Jr.  
Wimberly, Lawson, Daniels & Fisher, LLC  
109 Laurens Road, Suite 4A  
Greenville, South Carolina 29607  
(864) 242-9484  
[mldjr@wldf-law.com](mailto:mldjr@wldf-law.com)  
Attorney for Appellant

WIMBERLY, LAWSON, DANIELS & FISHER, LLC  
ATTORNEYS AND COUNSELORS AT LAW

TELEPHONE:  
(864) 242-9484

FACSIMILE:  
(864) 242-6833

WEBSITE:  
www.wldf-law.com

OVERLOOK EXECUTIVE PARK  
109 LAURENS ROAD  
BUILDING 4, SUITE A  
GREENVILLE, SOUTH CAROLINA 29607

10/5/13

AFFILIATED OFFICES:  
GEORGIA  
ATLANTA • ATHENS

TENNESSEE  
KNOXVILLE • NASHVILLE  
MORRISTOWN • COOKEVILLE

October 9, 2013

The Honorable Jenny Abbott  
Clerk, South Carolina Court of Appeals  
1015 Sumter Street  
Columbia, South Carolina 29201

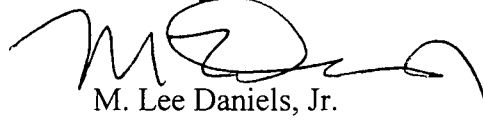
RECEIVED  
OCT 10 2013  
SC Court of Appeals

RE: Dr. Rogers C. Reeves, individually and as Trustee of the Reeves Family Trust, Respondent, v. Goldie Grier Reeves, Appellant, Case No. 2009-CP-23-8727

Dear Ms. Abbott:

Enclosed for filing please find the original and six copies of Counsel's Motion to Withdraw, with supporting Affidavit and Exhibits, along with a Memorandum of Law. The last page is a Proof of Service of these documents. Also enclose is the twenty-five dollar filing fee. Please contact me if you have any questions.

Sincerely,



M. Lee Daniels, Jr.

Attorney for Appellant

cc: Terry Guy Chasteen  
Attorney for Respondent