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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Bryan Doby, Circuit Court Judge

Appellate Case No.: 2025-002132

Cynthia Veronese, Appellant,

v.

Jarrel Wigger and Wigger Law Firm, Inc., Respondents.

RESPONDENTS' DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

Respondents propose the following be included in the Record on Appeal:

1. Complaint filed April 14, 2025
2. Defendants' Motion to Dismiss, Answer, and Counterclaim of May 13, 2025
3. Motion to Set Status Conference about Expert Witness Affidavit of April 29, 2025
4. Defendants' Response to Plaintiff's Motion for Status Conference of May 27, 2025
5. Plaintiff's Opposition to Defendants' Motion to Dismiss and Response to Defendants' Answer and Counterclaims of June 20, 2025
6. Plaintiff's Amended Complaint of June 6, 2025
7. Defendants' Motion to Dismiss, Answer, and Counterclaims of July 2, 2025
8. Form 4 – Order on Motion for Status Conference of May 28, 2025
9. Form 4 – Order on Defendants' Motion to Dismiss of August 25, 2025
10. Order of Dismissal of September 8, 2025
11. Plaintiff's Motion for Reconsideration of September 12, 2025
12. Form 4 – Order on Rul 59(e) of the Plaintiff of September 17, 2025
13. Transcript of Record of August 21, 2025 Hearing
14. Veronese – File Closing Letter of April 18, 2022.

I certify that this Designation contains no matter which is irrelevant to this appeal.

I. Keith McCarty, Esquire
S.C. Bar #: 66447
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Charleston, SC 29407
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ikeithmccarty@gmail.com
Attorney for Respondents

Cynthia Veronese, Pro Se
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Boca Raton, FL 33429
(954) 556-6160
Cynthiamv123@yahoo.com
Appellant

March 12, 2026

SOUTH CAROLINA
JUDICIAL BRANCH

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

CYNTHIA VERONESE,
Plaintiff(s)

v.

JARREL WIGGER and WIGGER LAW FIRM, INC.,
IN THE COURT OF COMMON PLEAS

FILED
2025 APR 14 PM 3:04
JULIE J. ARMSTRONG
CLERK OF COURT

Civil Action Coversheet

Case No. 2025-CP-10- 2069
Defendant(s)

Submitted By: Cynthia Veronese
Address: P.O.Box 51, Boca Raton, FL 33429

SC Bar Number:
Telephone #: (954) 801-0097
Fax #:
Other:
Email: cynthiamv123@yahoo.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (*Check all that apply*)

SOUTH CAROLINA
JUDICIAL BRANCH

**If Action is Judgment/Settlement do not complete*

☒ **JURY TRIAL** demanded in complaint.
☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Certificate Attached)

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Submitting Party Signature: [signature]
Date: 4/14/2025

Nature of Action (Check one box below)

Contracts
☐Constructions (100)
☐Debt Collection (110)
☐General (130)
☐Breach of Contract (140)
☐Fraud/Bad Faith (150)
☐Failure to Deliver/Warranty (160)
☐Employment Discrim (170)
☐Employment (180)
☐Other (199)

Torts- Professional Malpractice
☐Dental Malpractice (200)
☒Legal Malpractice (210)
☐Medical Malpractice (220)
☐Notice of Intent Case # _____
☐Notice File. Med Mal (230)
☐Other (299)

Torts- Personal Injury
☐Conversion (310)
☐Motor Vehicle Accident (320)
☐Premises Liability (330)
☐Products Liability (340)
☐Personal Injury (350)
☐Wrongful Death (360)
☐Assault/Battery (370)
☐Slander/Libel (380)
☐Other (399)

Inmate Petitions
☐PCR (500)
☐Mandamus (520)
☐Habeas Corpus (530)
☐Other (599)

Real Property
☐Claim & Delivery (400)
☐Condemnation (410)
☐Foreclosure (420)
☐Mechanic's Lien (430)
☐Partition (440)
☐Possession (450)
☐Building Code Violation (460)
☐Other (499)

Judgments/Settlements
☐Death Settlement (700)
☐Foreign Judgment (710)
☐Magistrate's Judgment (720)
☐Minor Settlement (730)
☐Transcript Judgment (740)
☐Lis Pendens (750)
☐Transfer of Structured Settlement Application Payment Rights (760)
☐Confession of Judgment (770)
☐Petition for Workers Compensation Settlement Approval (780)
☐Incapacitated Adult Settlement (790)
☐Other (799)

Administrative Law/Relief
☐Reinstate Driver's License (800)
☐Judicial Review (810)
☐Relief (820)
☐Permanent Injunction (830)
☐Forfeiture- Petition (840)
☐Forfeiture- Consent Order (850)

SOUTH CAROLINA
JUDICIAL BRANCH

☐Other (899)

Special/Complex/Other

☐Environmental (600)
☐Automobile Arb. (610)
☐Medical (620)
☐Pharmaceuticals (630)
☐Unfair Trade Practices (640)
☐Out of State Depositions (650)
☐Motion to Quash Subpoena in an Out of County Action (660)
☐Pre-Suit Discovery (670)
☐Permanent Restraining Order (680)
☐Interpleader (690)
☐Other (699)

Appeals

☐Arbitration (900)
☐Magistrate- Civil (910)
☐Magistrate- Criminal (920)
☐Municipal (930)
☐Probate Court (940)
☐SCDOT (950)
☐Worker's Comp (960)
☐Zoning Board (970)
☐Public Service Comm. (990)
☐Employment Service Comm. (991)
☐Other (999)

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

SOUTH CAROLINA
JUDICIAL BRANCH

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.

4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:

   a.
   b. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   c. Requests for temporary relief;

   d. Appeals;

   e. Post Conviction relief matters;

   f. Contempt of Court proceedings;

   g. Forfeiture proceedings brought by governmental entities;

   h. Mortgage foreclosures; and

   i. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.

6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
	)	
Cynthia Veronese	)	SUMMONS
Plaintiff,	)	
	)	
vs.	)	FILE NO. 2025-CP-10- 2069
	)	
Wigger Law Firm, Inc.	)	
Defendant.	)	

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Charleston, South Carolina

Dated: April 14, 2025

Plaintiff/Attorney for Plaintiff

Address: P.O. Box 51, Boca Raton, FL 33429
(954) 801-0097
cynthiamv123@yahoo.com

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CLERK OF COURT

STATE OF SOUTH CAROLINA,	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
	)	
CYNTHIA VERONESE	)	SUMMONS
Plaintiff,	)	
	)	
vs.	)	FILE NO. 2025-CP-10- 2069
	)	
JARREL WIGGER	)	
Defendant.	)	

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Charleston, South Carolina

Dated: April 14, 2025

Plaintiff/Attorney for Plaintiff

Address: P.O. Box 51
Boca Raton, FL 33429
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IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO.: 2025-CP-10- 2069

Cynthia Veronese
Plaintiff

v.

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

COMPLAINT
(Jury Trial Demanded)

Plaintiff, Cynthia Veronese, complains of the Defendants Jarrel Wigger, and Wigger Law Firm, Inc., as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, CYNTHIA VERONESE (herein referred to as "Plaintiff"), is a citizen and resident of Florida with mailing address at P.O. Box 51, Boca Raton, FL 33429.
2. Defendant, JARREL WIGGER, is a citizen of South Carolina and owner of co-Defendant Wigger Law Firm, Inc., located at 8086 Rivers Ave, Suite A, North Charleston, SC 29406.
3. Defendant, WIGGER LAW FIRM, INC., is a corporation organized under the laws of South Carolina and authorized to practice law, with its headquarters at 8086 Rivers Ave, Suite A, North Charleston, SC 29406.
4. This Court has jurisdiction over the parties.
5. This Court is the proper venue.

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Legal Malpractice

6. This is an action for damages for legal malpractice based on Defendants' violations of South Carolina Rules of Professional Conduct 1.3 Diligence, 1.7 Conflict of Interest, and 1.16 Terminating Representation.
7. Jarrel Wigger and Wigger Law Firm, Inc. represented Plaintiff from August 14, 2021 until April 19, 2022, for a personal injury/assault and battery action she intended to bring in the Circuit Court of Charleston County.
8. Without doing any work on her claim for 9 months and without any warning, Defendants terminated Plaintiff's representation, and presented to her a $35 invoice for the entire period they kept her case. According to Plaintiff's opinion, a conflict of interest was created because, even if unintentionally, Defendants placed the interests of the defendant in her underlying claim above the interests of Plaintiff when they dropped her case too close to the running of the Statute, and did not take reasonable steps to protect her interests, such as giving her reasonable notice, and allowing her time for employment of other counsel. By treating Plaintiff's case with such disregard, Defendants, in consequence, impaired a new attorney's ability to effectively represent her. Also, Defendants never gave Plaintiff a case valuation.
9. Plaintiff had to file her case "pro se" and fortunately succeeded in action number 2:22-CV-2230-DCN-MHC.
10. After Plaintiff filed the underlying claim mentioned above without an attorney, a personal injury/assault and battery lawsuit in Charleston County Circuit Court, the action was quickly removed by defense attorney to District Court, where rules are extremely difficult for a lay person to follow, mainly for a non-native English speaker such as Ms. Veronese, putting Plaintiff under tremendous risk and severe emotional distress. If Plaintiff had not

had a sensible Judge presiding over her case, Judge David Norton, who at that time had 33 years on the bench and understood the need to schedule a hearing where Plaintiff could safely speak without the help of an attorney, the outcome could have been much different for her.

11. Defendants and Plaintiff had an attorney-client relationship that established a fiduciary duty on the part of Defendants to Ms. Veronese to act in her best interests with undivided loyalty. Defendants violated that duty in a number of ways: 1) by not exercising the same legal skill as a reasonably competent attorney and using reasonable care in determining and implementing a strategy to be followed to achieve the Plaintiff's legal goals. In the almost nine months that Defendants kept Plaintiff's case, they did not encourage her to contact law enforcement and file a police report, or ever investigated to find out if other women within and outside the company have had any altercations or uncomfortable situations with the defendant in her underlying claim. 2) by untimely terminating the attorney/client relationship with Plaintiff, they created a conflict of interest in which, even if unintentionally, they placed the interests of the defendant in her underlying claim above the interests of Plaintiff, as described above. 3) by not doing any work and dropping the case too close to the end of the Statute of Limitations, Defendants made it almost impossible for the Plaintiff to timely file a claim, and for that reason almost destroying her legal position and also putting her under tremendous emotional distress.
12. Defendants' negligence contrary to their former client's interests has resulted in substantial pecuniary harm and damaged Plaintiff in an amount in excess of $365,000.
13. Plaintiff is aware that emotional distress and mental anguish damages are not always granted in a legal malpractice claim in South Carolina. Plaintiff is including in this

Complaint a prayer for this type of damages because her rights for emotional distress damages together with her underlying claim but could not be protected due to Defendants' negligence, since, upon termination of representation, Defendants did not take reasonable steps to protect Plaintiff's interests, such as allowing her time for employment of other counsel. Defendants just decided, without doing any investigation, that the case could not be won and threw it away, and Plaintiff, a non-native English speaker without an attorney or legal knowledge, fortunately was able to prove them wrong in District Court, clearly demonstrating their negligence and incompetence when dealing with Plaintiff's case. Plaintiff would like to add that, after dealing with Mr. Wigger, she has come to believe that he is a sexist.

14. Under South Carolina Section 15-36-100 (C) (1), the contemporaneous filing requirement of an affidavit of an expert witness does not apply to this case because the period of limitation will expire within 10 days of the date of filing, on April 19, 2025. Because of the time constraints, plaintiff alleges than an affidavit of an expert could not be prepared and that she is aware that she has forty-five days after the filing of this complaint to supplement the pleadings with the affidavit.

WHEREFORE, Plaintiff, CYNTHIA VERONESE, prays for judgment against the Defendants for an amount to be ascertained by the jury at the trial of this action for:

A. Actual damages according to proof;

B. Punitive damages as allowed by law;

C. Damages for emotional distress and mental anguish as allowed by law;

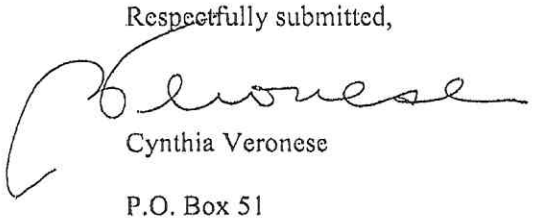
D. For interest as allowed by law;

E. For costs of the suit incurred herein; and

F. For such other and further relief as the Court deems just and proper.

Charleston, South Carolina, April 14, 2025

Respectfully submitted,



Cynthia Veronese

P.O. Box 51
Boca Raton, FL 33429
(954) 801-0097
Cynthiamv123@yahoo.com

ELECTRONICALLY FILED - 2025 May 13 4:52 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON**	**COURT OF COMMON PLEAS** **NINTH JUDICIAL CIRCUIT** **Case #: 2025-CP-10-02069**
CYNTHIA VERONESE, **Plaintiff,** **v.** **JARREL L. WIGGER AND WIGGER LAW FIRM, INC.,** **Defendants.**	**DEFENDANTS JARREL L. WIGGER AND WIGGER LAW FIRM, INC.'S MOTION TO DISMISS AND ANSWER and COUNTERCLAIM**

NOW COME Defendants Jarrel L. Wigger ("Wigger") and Wigger Law Firm, Inc. ("Wigger Law") (collectively "Wigger Defendants"), by and through undersigned counsel, and answer Plaintiff's Complaint as follows:

MOTION TO DISMISS
(SC Rules of Civil Procedure 12(b)(6) – FAILURE TO STATE A CLAIM)

Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, Wigger Defendants move to dismiss Plaintiff's claims for failure to state a claim upon which relief can be granted.

(SC Code of Laws, 15-36-100 – Required filing of Expert Affidavit)

In further Answering said Complaint, Defendants move for Dismissal of the Complaint for failure of the Plaintiff to file an expert Affidavit along with the filing of her Complaint, as required by Section 15-36-100 of the South Carolina Code of Laws, regarding allegations of professional negligence.

FIRST DEFENSE
(ANSWER)

1. Paragraph 1, is not within the knowledge of the Defendants; therefore, Defendants deny Paragraph 1.

2. Paragraph 2 is admitted only to the extent that Mr. Wigger is a shareholder of Wigger Law Firm, Inc.

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3. Answering Paragraph 3, Wigger Defendants admit that Wigger Law Firm, Inc. is a corporation organized under the laws of South Carolina. Wigger Defendants further admit Wigger Law has office locations in North Charleston, South Carolina, and Summerville, South Carolina. Wigger Defendants further admit that Wigger is a shareholder at Wigger Law. Wigger Law Firm Defendant further admits the firm represented Plaintiff in the Underlying Lawsuit. Except as admitted, Paragraph 3 is denied.

4. Paragraph 4 is admitted.

5. Paragraph 5 is admitted.

6. Answering Paragraph 6, Defendants lack sufficient information to admit or deny this Paragraph, therefore, it is denied.

7. Answering Paragraph 7, Defendants admit the law firm represented the Plaintiff, but Jarrel L. Wigger did not. The Plaintiff was represented by an associate in the firm in her alleged case. Except as admitted, Paragraph 7 is denied.

8. Paragraph 8 is denied and strongly disputed as set out in later Paragraphs of this Answer and Counterclaim. Plaintiff was informed the Defendants were probably terminating her representation verbally and then followed up in a letter memorializing the conversation.

9. Defendants are without knowledge to admit Paragraph 9; therefore, Paragraph 9 is denied, but Defendant would further state if Plaintiff was successful she had nothing to bring against the Defendants.

10. Defendants are without knowledge to admit Paragraph 10; therefore, Paragraph 10 is denied.

11. Answering Paragraph 11, Wigger Law Firm admits that Plaintiff retained Defendant Wigger Law Firm regarding a potential case, but denies Defendants had to proceed with a case they did not believe was viable. Further Answering, Defendants were contacted by

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several attorneys who had the opportunity to meet with the Plaintiff and apparently did not want to represent her either. Additionally, Plaintiff had continuing opportunities to hire attorneys for over two years from the date of the alleged incident and apparently none took her case, and she had a number of months after she filed suit to continue to find attorneys who would take her alleged case. Except as admitted, Paragraph 11 is denied.

12. Paragraph 12 is denied.

13. Defendants are without knowledge to admit Paragraph 13; therefore, Paragraph 13 is denied and adds that upon information and belief Plaintiff has committed libelous false statements against the Defendants, and in particular, Defendant Jarrel L. Wigger.

14. Defendants state Paragraph 14 is a matter for the Court to determine, however, to any extent a response is required of Defendants, Defendants state the Plaintiff has had three years to obtain an expert and provide an affidavit of such expert to the filed Summons and Complaint in this matter and thus, her failure to do so should result in dismissal of her claim.

15. Remainder of the Plaintiff's Complaint comprises the Plaintiff's prayer for relief. To any extent a response is required of the Defendants, Defendants deny the Plaintiff is entitled to any relief sought therein.

SECOND DEFENSE

Plaintiff's claims against Wigger Defendants are barred by the applicable statute(s) of limitations, the doctrine of laches, and/or other doctrines or defenses that arise by virtue of the passage of time.

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THIRD DEFENSE

Adherence to standard – Defendants investigated the Plaintiff's alleged claims and declined to pursue them, which is well within the standard of care for any Plaintiff's attorney.

FOURTH DEFENSE

Plaintiff's alleged damages were not caused by any acts or omissions of Wigger Defendants.

FIFTH DEFENSE

Plaintiff's alleged damages were caused in whole or in part by the acts or omissions of persons other than Wigger Defendants, including the Plaintiff, and/or or by the superseding intervention of causes outside of Wigger Defendants' control.

SIXTH DEFENSE

Wigger Defendants fulfilled any and all existing legal duties it owed to Plaintiff under contract and applicable law.

SEVENTH DEFENSE

No act or omission of Wigger Defendants was the proximate cause of Plaintiff's alleged injuries and damages.

EIGHTH DEFENSE

Wigger Defendants plead that at all times they acted in good faith and with reasonable grounds as to its alleged acts and/or omissions.

NINETH DEFENSE

Plaintiff's alleged damages are the result of her own neglect.

TENTH DEFENSE

Plaintiff's claims are barred by laches, unclean hands, accord and satisfaction, waiver, and/or estoppel.

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ELEVENTH DEFENSE

The Complaint and each and every purported cause of action contained therein is barred, in whole or in part, because Wigger Defendants did not engage in any conduct that was wrongful or otherwise unlawful.

TWELFTH DEFENSE

The Complaint, and each and every purported cause of action contained therein, is barred, in whole or in part, because Plaintiff was aware of the actions, decisions, and services of which she complains, and Plaintiff expressly concurred in and affirmed those actions, decisions, and services.

THIRTEENTH DEFENSE

Wigger Defendants reserve the right to assert all additional defenses which may arise as discovery progresses or otherwise in the course of this litigation.

IN FURTHER ANSWERING THE COMPLAINT AND BY WAY OF COUNTERCLAIM AND FOR A FURTHER DEFENSE THE DEFENDANT ALLEGES

16. Defendants/Counterclaim Plaintiffs reiterate their answers contained in Paragraphs 1 through 15 above as if fully set forth herein and all Defenses set forth above.

17. In further answering, Defendants state Plaintiff waited for two years from the alleged date of the incident to even contact Defendants' firm. That the Plaintiff promised she had a lot of evidence to help prove what she was told would be a difficult case, unless she had more than he said, she said, evidence. That the Defendants contacted the businesses where Plaintiff alleges she was with the alleged perpetrator and the businesses indicated that the events were so remote in time, that no video footage existed, nor were any payment receipts available showing her or the other person were even at the places alleged. That the Air BNB the Plaintiff went to with the alleged perpetrator denied having any video at all. That when the Defendants

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pressed for any evidence of anything, even being with the alleged perpetrator, Plaintiff sent text messages stating that she had been drinking, she was drunk and her teeth were purple. She also thanked the other person by text for taking her to her air BNB and apologized for getting so drunk.

[6/29/19, 11:29:52 AM] Tim [redacted] Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them.
[6/29/19, 11:29:52 AM] Cynthia Veronese: Good Morning Tim, I can meet you in Charleston in the afternoon on the 11th or on the 12th anytime. Which date is more convenient for you? Best!! Cynthia Veronese
[7/1/19, 12:37:53 PM] Tim [redacted]: Hi. Ok. I will be at our plant all afternoon on 11th but could meet for cocktails around 6pm in Charleston
[7/1/19, 1:38:17 PM] Cynthia Veronese: Hi, cocktails around 6pm in Charleston sounds good! 👌 Where can we meet?
[7/1/19, 1:50:53 PM] Tim [redacted] Ok great. Will let you know.
[7/10/19, 5:59:40 PM] Tim [redacted]: Hi Cynthia! Just checking on your schedule. Still coming to Charleston?
[7/10/19, 6:00:14 PM] Cynthia Veronese: Yes!
[7/10/19, 6:06:02 PM] Tim [redacted]: Ok great. Will find a spot and let you know
[7/10/19, 8:42:18 PM] Tim [redacted] When do you get in town?
[7/10/19, 8:43:21 PM] Cynthia Veronese: Tonight
[7/10/19, 8:43:44 PM] Tim [redacted]: Oh? What time?
[7/10/19, 8:44:07 PM] Cynthia Veronese: Late
[7/10/19, 8:44:14 PM] Tim [redacted]: Ok
[7/10/19, 10:38:14 PM] Tim [redacted]: Ok, let's meet at Halls Chophouse. Are you free for dinner ? If so we can see if they can fit us in. If not we can surely get a spot at the bar. Meet you there at 6:30. Works for you?
[7/10/19, 10:45:48 PM] Cynthia Veronese: Just got here. Yes, I am free for dinner and 6.30 is perfect. See you then!
[7/10/19, 10:46:00 PM] Tim [redacted]: 👍
[7/11/19, 6:22:06 PM] Tim [redacted] Hey Cynthia. They didn't have table available so let's meet at bar and eat there or we can go elsewhere
[7/11/19, 6:28:35 PM] Cynthia Veronese: I'm here
[7/11/19, 9:33:38 PM] Cynthia Veronese: It's 9.33. I'm drunk and my teeth are purple !!!!😵😵

[7/11/19, 9:39:11 PM] Cynthia Veronese: I am at the same place
[7/11/19, 9:42:24 PM] Tim [redacted] Ok. Meet you there in 5
[7/11/19, 9:42:36 PM] Cynthia Veronese: 👍
[7/12/19, 3:33:25 AM] Cynthia Veronese: Thank you for bringing me home!! How did you find the address? I am sorry that I got so drunk!! I thought you had my car. How did you get back to your hotel? 😳
[7/12/19, 7:39:16 AM] Tim [redacted] Hi. No problem! I just ubered to my hotel. At the airport since 5:15. Delayed flight. Safe travels!

18. Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the associate attorney assigned to her file was leaving the employment of Defendant Wigger Law

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Firm, in November of 2019.

19. As Defendant Wigger Law Firm brought in a new associate attorney and he was going through the former attorney's files, he refused to even work on the Plaintiff's file and insisted the file be closed. The Plaintiff's verbal notice the file was being closed was followed up in writing on April 18, 2022, some five months prior to the statute of limitations running.

20. Further, that the Plaintiff had some attorneys contact Defendant Wigger Law Firm indicating Plaintiff's evidence for the case was with Wigger Law Firm and they could contact Wigger Law for all of the evidence – which what little there was actually was bad for her, and apparently none of those attorneys wanted to take her case. Apparently though, the Plaintiff did file her own case.

21. Further, that when the Defendant Wigger Law Firm agrees to look into a case and finds it lacking, they do not have to remain in the alleged case and have every right to close the case, especially when they have received nothing from the Plaintiff for the alleged case.

COUNTERCLAIM FIRST CAUSE OF ACTION
DEFAMATION: LIBEL

22. The Defendants/Counterclaim Plaintiffs reallege and incorporate by reference the allegations contained hereinabove as if fully set forth herein.

23. At all times herein, the Plaintiff intentionally and maliciously was libel, *per se*, in that they violated the Defendants' right to enjoy their good reputation by making false and defamatory attacks against Plaintiff and alleged inadequacy in performing their trade or profession.

24. The Plaintiff's actions in making false and defamatory statements by informing other individuals by written and printed form willfully, intentionally and maliciously degraded Defendants in reducing their character and reputation and disgraced their and reputation by the filing of her public Complaint.

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25. Upon information and belief, the Plaintiff consciously made these defamatory remarks with the intent to impeach the reputation of the Defendants thereby injuring the Defendants and impuning their reputation and business.

26. Upon information and belief, at all times the Plaintiff knew that the remarks she was making were false.

27. Upon information and belief, the Plaintiff made the defamatory remarks knowing that any individuals reading the remarks would be influenced by the remarks.

28. Due to the acts of Plaintiff, the Defendants suffered actual and special damages, including loss and injury to their reputation, loss of professional respect in the community, embarrassment, humiliation, mental anguish and suffering and loss of income and profit and future earning capacity.

COUNTERCLAIM SECOND CAUSE OF ACTION
ABUSE OF PROCESS

29. The Defendant/Counterclaim Plaintiffs reallege and incorporate by reference the allegations contained hereinabove as if fully set forth herein.

30. Upon information and belief, the Plaintiff initiated this lawsuit for an ulterior or improper purpose to attempt to punish the Defendants for timely closing her file.

31. The Plaintiff's willful act in the use of the process was not proper in the regular conduct of filing a lawsuit for valid legal matters.

32. Due to the abuse of process of the Plaintiff, the Defendants have been forced to defend against an improper Complaint with no legitimate claims.

COUNTERCLAIM THIRD CAUSE OF ACTION
FILING OF FRIVOLOUS CIVIL PROCEEDINGS

33. Defendants/Counterclaim Plaintiffs reallege and incorporate by reference the allegations contained hereinabove as if fully set forth herein.

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34. The Plaintiff has filed a frivolous lawsuit lacking in any merit.

35. The filing of the Plaintiff's Complaint constitutes a violation of the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code of Laws, Section 15-36-10, et seq., 1976 as Amended.

36. The filing of the frivolous Complaint has damaged the Defendants as set forth herein and the Plaintiff should be sanctioned for such conduct.

WHEREFORE, having fully answered Plaintiff's Complaint, Wigger Defendants pray that Plaintiff has and recovers nothing of them, that Plaintiff's claims against Wigger Defendants are dismissed with prejudice, that Wigger Defendants have and recover their costs, that all matters be tried by a jury, that Wigger Defendants have and recover their attorney's fees, and that Wigger Defendants have and recover such other and further relief as the Court deems just and proper on Defendants Counterclaims against the Plaintiff.

MCCARTY LAW FIRM, PC

s/ I. Keith McCarty
I. Keith McCarty (SC Bar No. 66447)
768 St. Andrews Blvd. (29407)
Post Office Box 30055
Charleston, South Carolina 29417
PH: (843) 793-1272
ikeithmccarty@gmail.com

Attorney for Jarrel L. Wigger and Wigger Law Firm, Inc.

May 13, 2025
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) IN THE FAMILY COURT
COUNTY OF CHARLESTON) 9th JUDICIAL CIRCUIT
)
Cynthia Veronese)
Plaintiff,) **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
vs.)
)
Jarrel Wigger (Bar Number 11824) and Wigger Law Firm, Inc.)
Defendants) Docket No. 2025-CP-10-2069

Plaintiff's ~~Attorney~~:	Defendant's ~~Attorney~~:
Not available, Bar No. ____	Not available, Bar No. ____
Address P.O. Box 51, Boca Raton, FL 33429	Address: 8086 Rivers Ave, Ste A, North Charleston, SC 29406
Phone: (954)801-0097 Fax: ____	Phone: (843)553-9800 Fax: ____
Email: cynthiamv123@yahoo.com Other:	Email: jwigger@wiggerlawfirm.com 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: MOTION TO SET STATUS CONFERENCE ABOUT EXPERT WITNESS AFFIDAVIT
Estimated Time Needed: URGENT 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.

Signature of ~~Attorney for~~ ☒ Plaintiff / ☐ Defendant — Date Submitted: 4/29/2025

SECTION III: Motion Fee

☒ PAID – AMOUNT: **$25.00**
☐ 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, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion make in open court per judge's instructions
  Name of Court Reporter: ____
- ☒ Other: Motion to Set Status Conference about Expert Witness Affidavit

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE Date

Judge Signature ____

CLERK'S VERIFICATION

Collected by:____ Date Filed: ____
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

Custodial Parent (if applicable): ____

SCCA 233F (12/2009)

4/29/2025 8:18 PM Fedex Office 1577 Page 2 of 2

Angela
Joy

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT

Cynthia Veronese
Plaintiff

v.

CASE NO.: 2025-CP-10-2069

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

FILED
2025 APR 29 PM 1:23

MOTION TO SET A STATUS CONFERENCE REGARDING EXPERT WITNESS AFFIDAVIT

Pursuant to Rule 16(a) of the South Carolina Rules of Civil Procedure, Plaintiff respectfully requests this Court to set a status conference for the above referenced claim. In support of this request, Plaintiff states the following:

1. This is an action for damages for legal malpractice based on Defendants violations of South Carolina Rules of Professional Conduct 1.3 Diligence, 1.7 Conflict of Interest, and 1.16 Terminating Representation.
2. Under South Carolina Section 15-36-100 (C) (1), the contemporaneous filing requirement of an affidavit of an expert witness was waived because the period of limitation expired within 10 days of the date of filing of this Complaint on April 14, 2025. Plaintiff is aware that she is required to supplement the pleadings with an affidavit until May 30, 2025, forty-five days after the filing.
3. Plaintiff would like to inform this Court that she has made a serious effort, including paying for an expensive consultation, to hire an attorney. Plaintiff is the sole caregiver for

her 95-year-old mother in Brazil, and was there when she agreed with a South Carolina attorney for a $500 two-hour consultation in reference to this case. At that time, Plaintiff believed that a Notice of Intent was necessary, and this attorney requested a $500 cash payment before the consultation to help her prepare it. He asked Plaintiff to bring her laptop in order to review all the emails that were evidence of Plaintiff's case. Plaintiff flew from Brazil and went to his office on April 7, 2025, with her laptop and all evidence but, with dismay, she watched him play in his computer for the two hours that were supposed to be the preparation for a case in which the Statute would run in 12 days, looking at pictures of some of the people involved, and making foolish comments about their age, etc. At the end of two hours of this same behavior, this attorney very rudely told Plaintiff, without ever looking at any evidence, that Mr. Wigger was a good attorney and that his behavior towards Plaintiff was correct. He then asked if Mr. Wigger had sued Plaintiff as he worked on the case and was entitled to a portion of any monies recovered. Plaintiff replied that one of the reasons for the malpractice lawsuit she intended to initiate against Mr. Wigger and his law firm was for not doing any work on her claim for 9 months, terminating Plaintiff's representation without any warning, and presenting to her a $35 invoice for the entire period they kept her case. The attorney continued that Mr. Wigger probably had better cases and, for this reason, discarded Plaintiff's. Plaintiff would like to make a point that her underlying claim was for assault and battery. She left his office crying. This attorney never told Plaintiff that a Notice of Intent did not apply to this case or that she could file a Complaint without an expert witness affidavit due to the running of the Statute of Limitations. In fact, he made sure to tell Plaintiff that she was not going to be able to hire an expert witness, therefore she was not going to be able to

file this complaint. Plaintiff later asked him for a refund, but he ignored her request (the attorney's name is available at this Court request).

4. Plaintiff is mentioning the situation above in an attempt to describe the enormous efforts she has made to hire an attorney, and also why she is proceeding "pro se" once again.
5. As a non-attorney "pro se", Plaintiff has made an unsuccessful effort in the last ten days to hire an expert witness. It is not that experts deny taking her case. They just do not reply to Plaintiff's requests. By now Plaintiff already understood that being a female from Latin America is not helping her in this situation either.
6. Plaintiff is respectfully requesting a status meeting with this Court to discuss her options. As she was unable to hire an expert witness on her own but still has 35 days left to file the affidavit, she wonders if this Court could appoint one.
7. As case valuation and settlement target for the underlying personal injury claim are crucial to this legal malpractice case and would be a part of the expert witness affidavit, to demonstrate Good Faith Plaintiff is attaching to this request an email received from an experienced and reputable Charleston personal injury attorney, Mr. Evan Guthrie, on June 21, 2022, right after she filed the underlying claim, which says: "With the settlement amount, I would take into consideration the amount of emotional and physical trauma that you endured during the time frame the event transpired as well as any initial treatments you went through such as medically. I would also take into consideration the financial loss of not maybe working as much due to this. With the settlement, it would encompass all those factors mentioned. Typically, we would recommend the $850,000 to $925,000 range to start with as an offer of settlement. Anything over a million may be too

much to start with. They will generally counter with a much lower number and then meet somewhere in the middle with a possible target of $550,000 to $600,000+ to settle with."

8. Also, Plaintiff would like to confer with this Court before filing an amended complaint.

Charleston, South Carolina, April 25, 2025

Respectfully submitted,

Cynthia Veronese

P.O. Box 51
Boca Raton, FL 33429
(954) 801-0097
Cynthiamv123@yahoo.com

Evan Guthrie Law Firm- Response

From: Hailey Anderson (andersonh3@g.cofc.edu)

To: cynthiamv123@yahoo.com

Date: Tuesday, June 21, 2022 at 12:50 AM EDT

Hello Cynthia!
With the settlement amount, I would take into consideration the amount of emotional and physical trauma that you endured during the time frame the event transpired as well as any initial treatments you went through such as medically. I would also take into consideration the financial loss of not maybe working as much due to this. With the settlement, it would encompass all those factors mentioned. Typically, we would recommend the $850,000 to $925,000 range to start with as an offer of settlement. Anything over a million may be too much to start with. They will generally counter with a much lower number and then meet somewhere in the middle with a possible target of $550,000 to $600,000+ to settle with.

ELECTRONICALLY FILED - 2025 May 27 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

Case #: 2025-CP-10-02069

CYNTHIA VERONESE,
Plaintiff,

v.

JARREL L. WIGGER AND WIGGER LAW FIRM, INC.,
Defendants.

DEFENDANTS JARREL L. WIGGER AND WIGGER LAW FIRM, INC.'S RESPONSE TO PLAINTIFF'S MOTION FOR STATUS CONFERENCE REGARDING EXPERT WITNESS AFFIDAVIT

NOW COME Defendants Jarrel L. Wigger ("Wigger") and Wigger Law Firm, Inc. ("Wigger Law") (collectively "Wigger Defendants"), by and through undersigned counsel, and respond to Plaintiff's Motion as follows:

Initially, Defendants would respond by moving to Dismiss the Plaintiff's Complaint based on her failure to state a claim upon which relief can be granted and further for failing to file the required Expert Affidavit under South Carolina Code of Laws, Section 15-36-100.

MOTION TO DISMISS
(SC Rules of Civil Procedure 12(b)(6) – FAILURE TO STATE A CLAIM)

Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, Wigger Defendants move to dismiss Plaintiff's claims for failure to state a claim upon which relief can be granted.

(SC Code of Laws, 15-36-100 – Required filing of Expert Affidavit)

In further responding to the Plaintiff's Motion, Defendants move for Dismissal of the Complaint for failure of the Plaintiff to file an expert Affidavit along with the filing of her Complaint, as required by Section 15-36-100 of the South Carolina Code of Laws, regarding allegations of professional negligence.

Plaintiff had continuing opportunities to hire attorneys for over two years from the date of the alleged incident and apparently none took her case, and she had a number of months after she

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filed suit to continue to find attorneys who would take her alleged case. Since that time, the Plaintiff has had over three years to obtain an expert from when she was first notified that Defendant Wigger Law Firm were closing her file and provide an affidavit of such expert to the filed Summons and Complaint in this matter and thus, her failure to do so should result in dismissal of her claim. Plaintiff waited for two years from the alleged date of the incident to even contact Defendants' firm. The Plaintiff promised she had a lot of evidence to help prove what she was told would be a difficult case, unless she had more than "he said, she said," evidence. The Defendants contacted the businesses where Plaintiff alleges she was with the alleged perpetrator and the businesses indicated that the events were so remote in time, that no video footage existed, nor were any payment receipts available showing her or the other person were even at the places alleged. Additionally, the Air BNB the Plaintiff went to with the alleged perpetrator denied having any video at all. When the Defendants pressed for any evidence of anything, even being with the alleged perpetrator, Plaintiff provided text messages she had sent to the alleged perpetrator, stating that she had been drinking, she was drunk, and her teeth were purple. She also thanked the alleged perpetrator by text for taking her to her air BNB and apologized for getting so drunk.

Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the associate attorney assigned to her file was leaving the employment of Defendant Wigger Law Firm, in November of 2019. As Defendant Wigger Law Firm brought in a new associate attorney and he was going through the former attorney's files, he refused to even work on the Plaintiff's file and insisted the file be closed. The Plaintiff's verbal notice in November 2021 that the file was being closed, was followed up in writing on April 18, 2022, some five months prior to the statute of limitations running.

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Further, the Plaintiff had some attorneys contact Defendant Wigger Law Firm indicating Plaintiff's evidence for the case was with Wigger Law Firm and they could contact us for all of the evidence – which what little there was actually was bad for her, and apparently none of those attorneys wanted to take her case. Apparently though, the Plaintiff did file her own case.

When the Defendant Wigger Law Firm agrees to look into a case and finds it lacking, they do not have to remain in the alleged case and have every right to close the case, especially when they have received nothing from the Plaintiff in payment for the alleged case. This is what happened in the underlying action.

Based on the above, Defendants pray the Court will dismiss the Plaintiff's Complaint for failure to comply with the Code of Laws, Section 15-36-100 by failing to contemporaneously file the affidavit of an expert witness, when Plaintiff clearly had the time and opportunity to do so and failed to comply.

As to the request for a "status conference" to get the court to help the Plaintiff file a report, that would clearly be improper and while I am aware of the extreme unlikelihood of that occurring, Defendants want to lodge their objection to such in writing.

S/KEITH MCCARTY
Keith McCarty, SC Bar #66447

McCarty Law Firm, PC

768 St. Andrews Blvd. (29407)

P.O. Box 30055

Charleston, South Carolina 29417

(843) 793-1272

This 27 day of May 2025

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO.: 2025-CP-10-2069

FILED
2025 JUN 20 AM 10:07
JULIE J. ARMSTRONG
CLERK OF COURT

Cynthia Veronese
Plaintiff

v.

PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO DISMISS AND RESPONSE TO DEFENDANTS' ANSWER AND COUNTERCLAIMS

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

Plaintiff, CYNTHIA VERONESE, hereby submits her **Opposition to Defendants' Motion to Dismiss** the Complaint and, for the following reasons, prays that the Court denies Defendants' motion in its entirety, granting no relief under SC Rules of Civil Procedure 12(b)(6) or SC Code of Laws 15-36-100:

BACKGROUND

Plaintiff hired Wigger Law Firm, Inc. through its Managing Partner Jarrel L. Wigger on August 14, 2021 for an assault and battery case she intended to file in Charleston County. Here are the facts of the underlying lawsuit:

1. In May 2019, Plaintiff sent an email congratulating the defendant in the underlying claim, her former boss, on his new job with a large multinational corporation, with the intention of securing a new position. Defendant responded to Plaintiff's email immediately and offered to meet her upon her return to the United States from Brazil. In July 2019, Plaintiff informed him that she would be arriving in Charleston from Italy on July 10, 2019, and that she could meet him at his office in Summerville the following day. Defendant confirmed that he would

be at the "plant" that afternoon, but that he could meet her for cocktails around 6:00 p.m. in Charleston.

2. On July 11, 2019, Defendant invited Plaintiff to an upscale restaurant for drinks and dinner, and at the end of the dinner, excused himself and expressed the need to anticipate a meeting with a client that he would have the following morning. Defendant paid the bill, asked Plaintiff to wait for him at the same location, and to text him in 30 to 45 minutes. Upon receiving her text message, Defendant would return to the restaurant to meet Plaintiff again. Plaintiff interpreted Defendant's request as odd, but did as he said. Both Plaintiff and Defendant had 2 to 3 glasses of wine during dinner.
3. When Plaintiff sent the requested text message to Defendant, she informed him that she had remained at the same location but was feeling intoxicated. Since Plaintiff comes from an Italian family and has never felt intoxicated from two or three glasses of red wine before, she raised the question of whether Defendant slipped something into her wine while she went to the bathroom before he left for his offsite meeting.
4. Upon receiving Plaintiff's text message, Defendant promptly returned to the aforementioned restaurant. Defendant inappropriately suggested to Plaintiff that they walk around downtown Charleston to find a "sexy bar," but Plaintiff reiterated the fact that she was not feeling well and needed to get back to her Airbnb immediately. Plaintiff and Defendant left the restaurant together, and Defendant drove Plaintiff's rental car back to her Airbnb.
5. From July 2019 to December 2020, Plaintiff thought Defendant had dropped her off and left. As a result of the therapy she was undergoing, in December 2020 Plaintiff was finally able to remember that Defendant was inside her Airbnb. Both individuals got out of the rental car, walked to Plaintiff's Airbnb door, and were standing in front of the door while Plaintiff was

looking for her key when Defendant grabbed her around the waist and entered the room with her. Plaintiff recalls that Defendant entered the room and carefully examined her belongings on the Airbnb table and bathroom counter, without touching anything.

6. Plaintiff was feeling strangely intoxicated and laid down on the Airbnb bed with her dress and shoes still on as soon as she entered the room, and a few moments later, the inappropriate actions occurred. The situation lasted a few moments, but she was too intoxicated to react. To this day, Plaintiff is unable to say whether anything else happened or how long Defendant remained inside her Airbnb room.

7. The next morning, Plaintiff found her shoes neatly placed on the floor near a wall, and Defendant informed her via text message that he had left her Airbnb in an Uber and also that he had a flight home at approximately 1:00 p.m., but had changed his plans and left for the airport very early, at 5:15 a.m. Defendant also described to Plaintiff, over dinner, a number of situations that led her to believe that he was having promiscuous encounters with strangers. Defendant described a similar situation that had occurred a few weeks before they met: he had met a woman at a bar, and when he told her that he had to leave briefly to meet a client, she responded, "If you're not back in 5 minutes, I'm going to take another man to bed!" Plaintiff could not understand why Defendant was sharing this type of inappropriate information with her, and further took issue with the fact that every time Defendant seemed to believe he was going to have a private encounter with a woman, he had to "leave briefly to meet a client." Plaintiff also took issue with the fact that Defendant's clients always seemed to be available at a nearby location to anticipate future meetings with him.

8. In 2022, Plaintiff's physician provided her with a medical certificate stating that, since July 2019, Plaintiff had been in a state of high alert, with decreased sleep quality, anxiety, and depressed mood.

Legal Malpractice

9. This is a legal malpractice action based on Defendants' violations of South Carolina Rules of Professional Conduct, 1.3 Diligence, 1.7 Conflict of Interest, and 1.16 Termination of Representation, according to the Complaint. An Amended Complaint was also filed on June 6, 2025, but unfortunately it was the wrong version, which is incomplete and contains errors. If this Court allows, by filing a motion for leave to amend, Plaintiff intends to add the two assistant attorneys for Wigger Law Firm who represented her in the underlying claim, Mr. Edward J. McAlpine, III, and Mr. Matthew Ryan McKaig, and also include in the Complaint a violation of Rule 1.4 Communication and failure to ensure competent representation and negligent supervision. Such additions are fair and will not unduly prejudice the defendants as they were raised by the opposing party's Answer and Counterclaims. On Paragraph 7 of their Answer, Defendants themselves alleged that the law firm represented the Plaintiff through an associate attorney, as Plaintiff mistakenly believed that the principal attorney for her case was always Defendant Wigger. In fact, Plaintiff was represented by two associate attorneys, and also by Defendant Wigger. Also, in the new Amended Complaint, she would like to correct errors and omissions in the original complaint, and to incorporate new information discovered after the initial filing, if this Court permits.

10. Plaintiff hired Wigger Law Firm, Inc. through its Managing Partner Jarrel L. Wigger for the above-described personal injury/assault and battery action that she intended to file in Charleston County Circuit Court, and Mr. Wigger referred the case to his associate attorney

Mr. Edward James McAlpine, III, who represented Plaintiff from August 14, 2021 to approximately January 24, 2022. Defendant Wigger inexplicably assigned for Plaintiff's complex case an inexperienced 25-year-old associate attorney, Mr. McAlpine, who was admitted by the South Carolina Bar and hired by Wigger Law Firm in May of 2021, and assigned to Plaintiff's complex case three months later, in August of 2021. According to SC Rule 407, Rule 5.1, a lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct, which did not happen in this situation, pointing out to Defendants' failure to ensure competent representation and negligent supervision.

11. When Mr. McAlpine left the firm in January of 2022 without informing Plaintiff about the future of her case, he breached their own fee agreement which stated that "Attorneys may withdraw at any time by giving reasonable written notice". Plaintiff found out that Mr. McAlpine had left when she tried to confirm with their paralegal, Ms. Kristin Gilbert, if she had received her medical certificate in February of 2022, and discovered that both her and Mr. McAlpine had left the firm without informing Plaintiff how the case was going to progress.

12. Under Model Rule 1.4 of the ABA Model Rules of Professional Conduct, lawyers have an obligation to inform their clients of their impending move. Also, Formal Opinion 489, released by the ABA Standing Committee on Ethics and Professional Responsibility, counsels that the departing lawyer and the firm may communicate that information unilaterally, but that the firm and the departing lawyer should work toward a "joint communication" to all clients with whom the departing lawyer has had significant contact. This gives the client time to consider whether to stay with the departing lawyer, remain with

the firm or choose another attorney. The opinion emphasizes that clients determine who will represent them, not anyone else, and that the law firm management has obligations under Model Rule 5.1 to establish "reasonable procedures and policies to assure the ethical transition of client matters when lawyers elect to change firms".

13. In summary, Plaintiff sent an initial email to Defendant Jarrel Wigger with a complete description of the case on August 2, 2021, at 2:46 p.m., which included the above details. He acknowledged it and responded to Plaintiff on August 10, 2021 at 3:37 p.m., saying he would be happy to meet with her to discuss and obtain signature on the appropriate paperwork to proceed. The following day, August 11, 2021 at 6:01 p.m., Plaintiff sent Defendant Wigger another email, attaching the above-mentioned text messages in reference to the evening of the incident, which he accepted as evidence, and they scheduled a phone conversation for August 12, 2021 at 1:00 p.m. On August 13, 2021, the day after the phone conversation, Plaintiff was sent the fee agreement, which she signed on August 14, 2021 and emailed back. Plaintiff does not understand why, in the Answer, Defendants claimed that she only produced the said messages when they "pressed her for any evidence of anything, even if she had been with the alleged perpetrator," when in fact she gave them the messages before they accepted her case. She further questions why the same text messages that Defendant Wigger willingly accepted as evidence when he took her case later became the alleged reason for dismissing the case without notice.

14. Plaintiff was forthright with Defendant Wigger, making sure he was fully aware of the facts of the case before accepting it. In their Answer, Wigger Defendants suggested that it was not possible to verify whether the defendant in her principal action was present at the dinner and that Plaintiff was already intoxicated, but the defendant himself admitted in his underlying

Answer that he was present. This sequence of text messages could not have been included by them in this lawsuit, since it was part of Plaintiff's file at Defendants' law firm, and defense counsel could not have submitted defenses that were not previously presented in the main claim. The way they stated the facts in their Answer, Defendants testified against Plaintiff using evidence that they obtained directly from her but that was never used in her favor. When they attached the string of messages to this lawsuit, they even omitted the other person's last name, clearly demonstrating their concern for protecting the defendant's privacy and well-being, but not the Plaintiff's.

15. Without performing any work on her claim for more than 8 months and without any notice, Defendants terminated Plaintiff's representation and billed her for $35 for the entire period of time they pursued her case. In Plaintiff's view, a conflict of interest was created because, even if unintentionally, Defendants placed the interests of the defendant in her underlying claim above Plaintiff's interests by withdrawing from her case too close to the statutory deadline and failing to take reasonable steps to protect her interests, such as giving her reasonable notice and allowing her time to retain new counsel. By treating Plaintiff's case with such disregard, Defendants consequently prejudiced the ability of new counsel to effectively represent her. Furthermore, Defendants never provided Plaintiff with a case valuation.
16. For the above reasons, Plaintiff was required to file her claim without the assistance of counsel and fortunately was successful in action number 2:22-CV-2230-DCN-MHC.
17. After Plaintiff filed the above underlying claim, without counsel, a personal injury and battery lawsuit in Charleston County Circuit Court, the action was quickly moved by defense counsel to District Court, where the rules are extremely difficult for a layperson to follow,

especially for a non-native English speaker like Ms. Veronese, placing Plaintiff at great risk and in serious emotional distress. Had Plaintiff not had a reasonable Judge presiding over her case, Judge David Norton, who at the time had 33 years on the bench and understood the need to schedule a hearing where Plaintiff could speak safely without counsel, the outcome for her might have been very different.

18. Defendants and Plaintiff had an attorney-client relationship that established a fiduciary duty on the part of Defendants to Ms. Veronese to act in her best interests with undivided loyalty. Defendants breached this duty in several ways: (1) by failing to exercise the same legal skill as a reasonably competent attorney and by failing to exercise reasonable care in determining and implementing a strategy to be followed to achieve Plaintiff's legal objectives. In the nearly nine months that Defendants pursued Plaintiff's case, they failed to encourage Plaintiff to contact law enforcement and file a police report, they failed to investigate whether other women, inside or outside the company, had any altercations or uncomfortable situations with the Defendant in her principal action, and failed to obtain a copy of the client's payment receipt showing that Plaintiff and the other person were at that particular establishment.

19. Plaintiff was with defendant of her underlying claim in only one business, an upscale restaurant, and it is a rule of the Internal Revenue Service that restaurants must keep client payment receipts for at least three years, therefore it is counterfactual that the payment receipt showing that Plaintiff and the other person were at that business and that they had 2-3 glasses of red wine each during dinner was not available when Defendants allegedly attempted to obtain a copy after Plaintiff hired them two years following the incident. It seems that Wigger Defendants and their associates simply did not make any effort for this receipt to be made available. Furthermore, in his Answer, Mr. Wigger claimed that he needed

Plaintiff to present evidence that, in his words, was more than "he said, she said." Plaintiff had sent a copy of her medical certificate to his paralegal in February 2022, but it was never acknowledged by anyone at Wigger Law Firm, nor was it part of her file when she received a copy after the case was closed. The one time Plaintiff met with Defendant Wigger in person at his office, she again offered him a copy of her medical certificate and also informed him that her doctor would be present to testify at trial, but he responded that her doctor's testimony was "inadmissible as he was a hearsay witness because he was not there when the events occurred", which does not seem to be accurate advice. 2) by untimely terminating the attorney/client relationship with Plaintiff, they created a conflict of interest in which, even if unintentionally, they placed the interests of the defendant in her underlying claim above Plaintiff's interests, as described above. 3) by doing no work and dropping the case very close to the end of the statutory deadline, Defendants made it nearly impossible for Plaintiff to file a timely claim and thereby nearly destroyed her legal position and also put her through tremendous emotional distress.

20. In their Answer, Defendants also stated that "Plaintiff was aware of the actions, decisions, and services of which she complains, and that she concurred in or affirmed those actions, decisions, and services", but their statements are not based on truth. This is an excerpt from an email Plaintiff sent to Defendant Jarrel Wigger on April 21, 2022 at 5.03PM, two days after she learned that Defendants closed her file without any notice: "I received this email from Ryan. On his letter he states that there was a thorough investigation but Tabitha just forwarded to me a copy of the entire file and nothing was done. Sending two letters was all that was done in 8 months. We are now 2 1/2 months from the end of the Statute of Limitations for my case and no Law Firm will take it because there is no time to do what

needs to be done. If you didn't feel that there was enough evidence to proceed you should have told me right away but your firm did no investigation. I trusted you in a situation that is very painful to me and the only result that I got was to spend months asking your employees for updates about the case and getting pushed around. By closing my case now you are taking away from me any possibility of justice."

Defendant Wigger never responded to Plaintiff's email, and for the reasons stated above, Plaintiff was required to file her claim without the assistance of counsel and fortunately succeeded in reaching a settlement in District Court.

21. Plaintiff is aware that damages for emotional distress and mental anguish are not always awarded in legal malpractice actions in South Carolina. Plaintiff includes in this complaint a prayer for such damages because her rights to damages for emotional distress along with her main claim could not be protected due to the negligence of the defendants, since, upon termination of representation, the defendants failed to take reasonable steps to protect Plaintiff's interests, such as allowing her time for employment of other counsel. The defendants simply decided, without conducting any investigation, that the case was unwinnable and dismissed it, and Plaintiff, who is not a native English speaker and had no attorney or legal knowledge, was fortunately able to prove them wrong in District Court, clearly demonstrating their negligence and incompetence in handling Plaintiff's case.
22. In reference to this claim, Plaintiff needed to supplement her pleadings with an affidavit by June 7, 2025, but sought an extension of time before the deadline, and the decision on this is still pending. Plaintiff can demonstrate that she made diligent efforts to obtain the records, but was delayed due to circumstances beyond her control, as she is the sole caregiver for her elderly mother and the past four weeks have been exceptionally difficult. Plaintiff

respectfully requests that this Court grants a 60-day enlargement of time, extending the deadline for filing an affidavit from June 7, 2025 to August 7, 2025.

23. Alternatively, pursuant to South Carolina Code § 15-36-100(C)(2), the contemporaneous filing requirement of an affidavit is not necessary to support a pleaded specification of negligence involving subject matter that falls within the scope of common knowledge and experience, such that no special knowledge is required to evaluate the conduct of the defendant, as is the case in this Complaint. Plaintiff believes that at this time she could proceed without an expert witness affidavit, if this Court so permits.

24. On May 30, 2025, Plaintiff emailed Attorney Wigger and his defense Counsel explaining that when she discussed her case in detail with him over the phone on August 12, 2021, he had obtained the facts from her in a recorded statement, but when she later received a copy of her client file after closing, it did not include a copy of the audio recording. Plaintiff requested a copy of the recorded statement, as it reveals exactly what happened prior to his taking her case, but has received no response. Plaintiff understands that this detailed recorded statement is also her property, as part of her file as a client of the Wigger Law Firm, and she should be entitled to receive a copy. On the other hand, she cannot help but consider that Defendants may no longer have this recording, a fact that would significantly increase the gross negligence with which her case was handled.

25. Defendant Wigger assigned an associate attorney to Plaintiff's case, Mr. Edward McAlpine, and, as of October 1, 2021, seven weeks after taking over the case, Mr. McAlpine was still deciding how to send the demand letter.

26. In the afternoon of October 15, 2021, Plaintiff spoke with Mr. Wigger by phone and his instructions were for Mr. McAlpine to hire a Houston process server and have the defendant

served directly at his office on Monday, October 18, 2021. However, Plaintiff was traveling to Houston the following week and offered to have the letter mailed to her and she would hire a Houston server, but they never responded. According to their records, a letter was not sent to Defendant by regular mail until November 16, 2021, one month after she spoke with Mr. Wigger and three months after Plaintiff hired Defendants. Also according to their records, a second letter was sent on January 18, 2022, and the opposing party never responded, which makes absolutely no sense, given that the defendant in the main action has a reputation for not leaving any pending matter unanswered.

27. Plaintiff now raises several serious questions about this situation: there was no charge for sending these letters, given that a total invoice of $35 for the fee to open her client file was the only amount charged to Plaintiff by the second associate attorney for her case, Mr. Ryan McKaig, in his April 18, 2022 "termination of representation" letter. Nothing further was charged. Furthermore, in their Answer, Defendants asserted that Plaintiff was informed that, without any better witness or information than she had provided, the Wigger Law Firm would close her file at the same time that Mr. McAlpine left the Wigger Law Firm in November 2021. If Mr. McAlpine told Plaintiff that the law firm would was closing her file before he left the firm in November 2021, how come he signed the first letter on November 16, 2021 and the second on January 18, 2022?

28. Furthermore, Defendants' paralegal emailed Plaintiff on April 7, 2022, at 4:01 p.m., informing her that another attorney, Mr. McKaig, would be handling her case from that point forward and that they were reviewing the file together, but Mr. McKaig closed Plaintiff's file without first saying a word to her, sending a closing letter dated April 18, 2022 to the wrong address, P.O. Box 52 instead of P.O. Box 51. Had Plaintiff not persisted with the paralegal

for an email update, she likely would have discovered that her file was closed after the statutory deadline had expired, which was on July 11, 2022, 2 months and 3 weeks after she was informed that her case was closed, and not "approximately five months before the end of the statutory deadline" as Defendants incorrectly stated. If Defendants falsely stated that they dropped Plaintiff's case five months before the running of the statute of limitations, rather than reporting the correct remaining time of two months and three weeks to this Court, it is because they knew there was insufficient time for proper investigation by other counsel. When Plaintiff questioned Mr. McKaig as to why he had dismissed her case without notice, he claimed that the text messages Plaintiff provided to Jarrel L. Wigger before he accepted the case would have prevented any successful prosecution, which Plaintiff proved to be untrue when she prevailed in District Court alone.

29. In short, the case had three attorneys and three paralegals during the eight-plus months that it was with the Wigger Law Firm. Mr. Edward McAlpine, who held it from August 14, 2021 to approximately January 24, 2022, defendant Jarrel Wigger from approximately January 24 to April 7, 2022, and Mr. Ryan McKaig from April 7 to April 19, 2022, but nothing was ever done by any of them.

30. In his Answer, Defendant Wigger denied ever representing Plaintiff, but in March and April 2022, his paralegal sent emails to Plaintiff stating that she was awaiting guidance from Attorney Wigger on the next step in the case and asking if Plaintiff had any questions or concerns that could be addressed during the review. Defendant Wigger represented Plaintiff but made no effort to advocate for her interests or assured that his associate attorneys did, pointing out to Defendant Wigger lack of involvement in the case which affected his ability to effectively represent Plaintiff and also caused his failure to ensure competent

representation for her case, and clearly showed his negligent supervision. Defendant Wigger had a duty to supervise his associate attorneys, which he failed to meet, and for that reason Plaintiff was injured, and her injuries were caused by his failure to adequately supervise.

31. Plaintiff noted that attorneys and paralegals stay at the Wigger Law Firm for a few months and then leave. Their turnover is extremely high, and she wonders why.

32. On April 29, 2025, Plaintiff filed a motion for the current case, and a hearing to discuss the expert's affidavit was scheduled for May 28. Wigger Defendants are represented by Counsel, but late on Friday afternoon before Memorial Day (May 23), Defendants' litigation paralegal emailed Plaintiff directly, without her consent, a pleading called "Response to Plaintiff's Motion Regarding Expert Affidavit," which was actually a second motion to dismiss written by Plaintiff's attorney, containing questionable arguments. The response was not filed with the Clerk of the Court, which prevented Plaintiff from filing an Opposition prior to the hearing. Plaintiff emailed the defense asking why she was receiving an unfiled motion by email, but received no response. On Tuesday after the holiday (May 27), at 10:36 a.m., the day before the hearing, Plaintiff informed the Judge of the situation by email and copied Wigger Defendants, their legal assistant, and her defense attorney, and they finally filed their Response that afternoon. During the hearing, Plaintiff informed the Judge that their motion to dismiss was not appropriate, as there was still time to submit the expert's report, and the Judge refused to discuss the motion as it was not on his roster. The case proceeded without incident, but Plaintiff feels uncomfortable consenting to receiving submissions by email without first consulting the Court, as she believes the same situation will happen again. She cannot understand why there was direct contact between a Defendant represented by Counsel and Plaintiff, especially when there was no consent.

33. In their Answer, Defendants also stated that Plaintiff had some attorneys contact them, indicating that Plaintiff's evidence for the case was with Wigger Law Firm and that they could contact them to obtain all the evidence, and it appears that none of these attorneys were willing to take her case. Plaintiff never had any attorney contact Defendants, nor did she ever indicate to anyone that the evidence for her case was with the Wigger Law Firm or that they could contact them to obtain all of the evidence. Defendants never performed any services on her case, so there was no evidence that any other attorney could obtain from them. When Plaintiff filed her initial Complaint, in an attempt to explain to the judge why she was filing the case at the last minute, she unfortunately mentioned that there had been an attorney on the case for almost 9 months and that there was a grievance with the Office of Disciplinary Counsel against him. Every attorney who expressed interest in her claim wanted to know his name, and Plaintiff had to provide it. Without Plaintiff's knowledge or consent, Defendant Wigger allegedly spoke about Plaintiff and her claim to these attorneys, and appears to have done so with contempt, presenting the case to them in the same negative light as his allegations in this case. By treating Plaintiff's case with such disregard, Defendants consequently impaired the ability of new counsel to effectively represent her.

34. When Plaintiff learned of the Court-ordered mediation hearing for her initial claim, she retained another attorney. This attorney was retained solely to attend the hearing because he was specific about a large case he was working on and explained that he would not have the time or resources to pursue the case if it was not resolved through mediation. They agreed to a fee of $2,000 for attending the hearing, plus 40% of any amount recovered from the Defendant. At the end of a 40-minute telephone conversation, he asked Plaintiff for the name of the previous attorney on the case. She provided Defendant Wigger's name, and 10 minutes

later he sent her an email informing her that he could no longer assist her with the case. Plaintiff questioned why he did not decline to take her case when she initially presented it.

35. In their Answer, Defendants claim that they received no payment from Plaintiff for the case, but they did no work. People can only expect to be paid when they work. Defendants had the right to leave the case. What they could not do was to keep it for 8 months and 5 days, knowing that the statute of limitations was about to expire, do nothing, close it without any prior notice to Plaintiff, allegedly speak negatively of her and her case to other attorneys who subsequently expressed interest in her case, and then state that "apparently none of those attorneys wanted to take her case."

36. Plaintiff made a serious effort to hire an attorney, but was unsuccessful for the reasons explained above. Personal injury cases in South Carolina are all assumed on contingency, and no legal professional would take a chance on a case that a senior partner in a law firm had kept for nearly 9 months and clearly disregarded, and – even worse – when there was no time left for a proper investigation. Otherwise, she would have had a referral from a suitable expert with the technical parameters indicated by her attorney to perform the necessary services for her case. However, due to the Defendants' negligence in her case, she was left without the technical defense of an attorney, as well as without the support of experts, since trusted experts work together with attorneys. In other words, the Defendants' delays, procrastinations and unfair comments about Plaintiff and her case resulted in the absence of hiring an expert, precisely for the reasons set out above. Defendants claim that other attorneys contacted them about Plaintiff's case "but apparently none accepted it". It makes no sense that experienced attorneys would waste time calling Wigger Defendants about her case if they had no interest in it.

37. In summary, had Defendants exercised the same legal skill as a reasonably competent attorney and had they taken reasonable care in determining and implementing a strategy to be followed to achieve Plaintiff's legal goals, had they encouraged her to contact law enforcement and file a police report, had they investigated to find out whether other women inside and outside the company had any altercations or uncomfortable situations with Defendant in her personal injury claim, had they attempted to obtain a copy of the customer's payment receipt showing that Plaintiff and the other person were at that particular restaurant, had they presented her doctor's note and accepted the doctor's testimony on her behalf for trial, had they informed her about their negative opinion about the case before the first associate, Mr. Edward McAlpine, left the firm in January 2022 without communicating with Plaintiff, leaving it unresolved in the hands of the Defendant Wigger for almost 3 months, only to be dismissed without prior notice by the second associate attorney, Mr. Ryan McKaig in April 2022, had they terminated the attorney/client relationship in a timely manner rather than dropping the case too close to the end of the statutory deadline, Plaintiff would not have suffered such harm. There is still doubt as to the real reason why the defendants were negligent. Their delay in obtaining evidence is not convincing.

38. Defendants' negligence, contrary to the interests of their former client, resulted in substantial financial harm and caused Plaintiff damages in excess of $465,000. Plaintiff succeeded in her underlying action, but obviously the settlement reached by a layperson without a lawyer will never be the same as an agreement worked out by a competent lawyer interested in the case.

39. Since the case evaluation and settlement target for the underlying personal injury claim are crucial to this legal malpractice case and would be part of the expert witness affidavit, to demonstrate good faith, Plaintiff is copying the text of an email she received from an

experienced and reputable Charleston personal injury attorney, Mr. Evan Guthrie, on June 21, 2022, shortly after she filed the underlying claim, which states: "With the settlement amount, I would take into consideration the amount of emotional and physical trauma that you endured during the time frame the event transpired as well as any initial treatments you went through such as medically. I would also take into consideration the financial loss of not maybe working as much due to this. With the settlement, it would encompass all those factors mentioned. Typically, we would recommend the $850,000 to $925,000 range to start with as an offer of settlement. Anything over a million may be too much to start with. They will generally counter with a much lower number and then meet somewhere in the middle with a possible target of $550,000 to $600,000+ to settle with."

WHEREFORE, Plaintiff, CYNTHIA VERONESE, for the foregoing reasons and all the others discussed in her Complaint, prays that the Court denies Defendants' Motion to Dismiss in its entirety.

/

Plaintiff, responding to the Defendants' Answer and Counterclaims, respectfully alleges as follows:

1. That each allegation of the Answer and Counterclaim not specifically admitted is denied and strict proof of the same is demanded.
2. No response is required to the allegations contained in Paragraphs One (1) through Twenty Two (22) of Defendant's Answer and Counterclaims as they consist of Defendants' response and asserted affirmative defenses to the allegations contained in

Plaintiff's Complaint. To the extent a response is required, and to the extent that the aforementioned paragraphs contain any allegations of wrongdoing by Plaintiff, Plaintiff denies same in full and demands strict and absolute proof thereof.

AS A FIRST DEFENSE TO DEFENDANTS' COUNTERCLAIMS

3. To the extent that they are not inconsistent with the pleadings herein, the above Paragraphs One and Two are incorporated herein as if fully repeated verbatim.
4. Plaintiff denies the allegations contained in Paragraphs Twenty Three (23) to Twenty Eight (28) in full, and demands strict and absolute proof thereof. The facts of the case described in Plaintiff's Complaint and also in her Opposition to Defendants' Motion to Dismiss speak for themselves and demonstrate that Plaintiff always spoke the truth and was not libel or made false statements related to the Defendants. Alternatively, upon information and belief, in the context of litigation, litigants have a "litigation privilege" which insulates them from liability for statements made in Court filings and proceedings, as these statements are generally protected by absolute privilege. Accordingly, Defendants counterclaims should be dismissed.

AS A SECOND DEFENSE TO DEFENDANTS COUNTERCLAIMS

5. To the extent that they are not inconsistent with the pleadings herein, the above Paragraphs One (1) through Four (4) are incorporated herein as if fully repeated verbatim.
6. Plaintiff denies the allegations contained in Paragraphs Twenty Nine (29) to Thirty Two (32) in full, and demands strict and absolute proof thereof.

   Plaintiff filed this lawsuit for a very valid legal matter, and not to "attempt to punish Defendants for timely closing her file", as they stated.

Plaintiff has been injured by Defendants' actions and/or representations as Defendants' have failed to adhere to the terms and conditions set forth in their own Fee Agreement: "Attorneys may withdraw at any time by giving reasonable written notice". After keeping Plaintiff's case for 8 months and 5 days, Defendants dropped it without prior notice and too close to the end of the statutory deadline, precisely 2 months and 3 weeks, placing the interests of the defendant in her underlying claim above Plaintiff's interests and failing to take reasonable steps to protect her legal position, such as giving her reasonable notice and allowing her time to retain new counsel. Also, by not doing any work and dropping the case too close to the end of the Statute of Limitations, Defendants made it almost impossible for the Plaintiff to timely file a claim, and for that reason almost destroying her legal position and also putting her under tremendous emotional distress. Upon information and belief, Defendants' claims are barred by their own actions and/or representations, and, as a result of Defendants' inequitable actions, Defendants' claims are barred by the equitable doctrine of unclean hands.

AS THIRD DEFENSE TO DEFENDANTS COUNTERCLAIMS

7. To the extent that they are not inconsistent with the pleadings herein, the above Paragraphs One (1) through Six (6) are incorporated herein as if fully repeated verbatim.
8. Plaintiff denies the allegations contained in Paragraphs Thirty Three (33), Thirty Four (34) and Thirty Six (36) in full, and demands strict and absolute proof thereof.
9. Plaintiff can neither admit nor deny the allegations contained in Paragraph Thirty Five (35) of Defendants' Answer and Counterclaim as they are matters of statutory and/or case

law interpretation and constitute legal conclusions. To the extent that a response is required, Plaintiff denies same in full and demands strict and absolute proof thereof.

10. It is up to the Courts to decide on the merits of Plaintiff's lawsuit but, upon information and belief, in her Complaint and in her Opposition to Defendants' Motion to Dismiss, Plaintiff has established a prima facie case by providing sufficient evidence to support her claim's validity, and demonstrated that the Defendants owed her a duty of care, breached it, and caused her harm. Accordingly, Defendants' counterclaims should be dismissed.

Plaintiff reserves and does not waive any additional and further defenses to Defendants' Answer and Counterclaims as may be revealed throughout the duration of this litigation.

WHEREFORE, having fully responded to the allegations contained in Defendants' Answer and Counterclaim, Plaintiff prays for the following:

(a) That Defendants' Answer and Counterclaim be dismissed with costs;

(b) That Plaintiff be granted the relief requested in the Complaint;

(c) For such other and further relief as the Court may determine to be just and proper.

Charleston, June 17, 2025.

Respectfully submitted,



Cynthia Veronese

P.O. Box 51
Boca Raton, FL 33429
(954) 556-6160
Cynthiamv123@yahoo.com

STATE OF SOUTH CAROLINA,)
)
COUNTY OF CHARLESTON)
)
CYNTHIA VERONESE)
Plaintiff,)
)
vs.)
)
JARREL WIGGER)
Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2025-CP-10-2069

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

CHARLESTON, South Carolina

Dated: JUNE 2, 2025

Plaintiff/Attorney for Plaintiff

Address: P. O. Box 51
BOCA RATON, FL 33429

FILED
2025 JUN -6 AM 11:49
JULIE J. ARMSTRONG
CLERK OF COURT

SCCA 401 (5/02)

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO.: 2025-CP-10-2069

Cynthia Veronese
Plaintiff

v.

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

AMENDED COMPLAINT AND REQUEST FOR AN EXTENSION OF TIME TO FILE AN EXPERT WITNESS AFFIDAVIT UNTIL AUGUST 7, 2025
(Jury Trial Demanded)

Plaintiff, Cynthia Veronese, complains of the Defendants Jarrel Wigger, and Wigger Law Firm, Inc., and respectfully requests this Court to grant a 60-day enlargement of time, extending the deadline to file an expert witness affidavit from June 7th, 2025, to August 7th, 2025, as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, CYNTHIA VERONESE (herein referred to as "Plaintiff"), is a citizen and resident of Florida with mailing address at P.O. Box 51, Boca Raton, FL 33429.
2. Defendant, JARREL WIGGER, is a citizen and the sole shareholder of co-Defendant Wigger Law Firm, Inc., located at 8086 Rivers Ave, Suite A, North Charleston, SC 29406.
3. Defendant, WIGGER LAW FIRM, INC., is a corporation organized under the laws of South Carolina and authorized to practice law, with its headquarters at 8086 Rivers Ave, Suite A, North Charleston, SC 29406.
4. This Court has jurisdiction over the parties.
5. This Court is the proper venue.

FILED
2025 JUN -6 AM 11:50
JULIE J. ARMSTRONG
CLERK OF COURT

Legal Malpractice

6. This is an action for damages for legal malpractice based on Defendants' violations of South Carolina Rules of Professional Conduct 1.3 Diligence, 1.7 Conflict of Interest, and 1.16 Terminating Representation.
7. Jarrel Wigger and Wigger Law Firm, Inc. represented Plaintiff from August 14, 2021 until April 19, 2022, for a personal injury/assault and battery action she intended to bring in the Circuit Court of Charleston County.
8. Without doing any work on her claim for almost 9 months and without any warning, Defendants terminated Plaintiff's representation, and presented to her a $35 invoice for the entire period they kept her case. According to Plaintiff's opinion, a conflict of interest was created because, even if unintentionally, Defendants placed the interests of the defendant in her underlying claim above the interests of Plaintiff when they dropped her case too close to the running of the Statute, and did not take reasonable steps to protect her interests, such as giving her reasonable notice, and allowing her time for employment of other counsel. By treating Plaintiff's case with such disregard, Defendants, in consequence, impaired a new attorney's ability to effectively represent her. Also, Defendants never gave Plaintiff a case valuation.
9. Plaintiff had to file her case "pro se" and fortunately succeeded in action number 2:22-CV-2230-DCN-MHC.
10. After Plaintiff filed the underlying claim mentioned above without an attorney, a personal injury/assault and battery lawsuit in Charleston County Circuit Court, the action was quickly removed by defense attorney to District Court, where rules are extremely difficult for a lay person to follow, mainly for a non-native English speaker such as Ms. Veronese, putting

Plaintiff under tremendous risk and severe emotional distress. If Plaintiff had not had a sensible Judge presiding over her case, Judge David Norton, who at that time had 33 years on the bench and understood the need to schedule a hearing where Plaintiff could safely speak without the help of an attorney, the outcome could have been much different for her.

11. Defendants and Plaintiff had an attorney-client relationship that established a fiduciary duty on the part of Defendants to Ms. Veronese to act in her best interests with undivided loyalty. Defendants violated that duty in a number of ways: 1) by not exercising the same legal skill as a reasonably competent attorney and using reasonable care in determining and implementing a strategy to be followed to achieve the Plaintiff's legal goals. In the almost nine months that Defendants kept Plaintiff's case, they did not encourage her to contact law enforcement and file a police report, or ever investigated to find out if other women within and outside the company have had any altercations or uncomfortable situations with the defendant in her underlying claim. 2) by untimely terminating the attorney/client relationship with Plaintiff, they created a conflict of interest in which, even if unintentionally, they placed the interests of the defendant in her underlying claim above the interests of Plaintiff, as described above. 3) by not doing any work and dropping the case too close to the end of the Statute of Limitations, Defendants made it almost impossible for the Plaintiff to timely file a claim, and for that reason almost destroying her legal position and also putting her under tremendous emotional distress.
12. Defendants' negligence contrary to their former client's interests has resulted in substantial pecuniary harm and damaged Plaintiff in an amount in excess of $465,000.
13. Plaintiff is aware that emotional distress and mental anguish damages are not always granted in a legal malpractice claim in South Carolina. Plaintiff is including in this Complaint a

prayer for this type of damages because her rights for emotional distress damages together with her underlying claim but could not be protected due to Defendants' negligence, since, upon termination of representation, Defendants did not take reasonable steps to protect Plaintiff's interests, such as allowing her time for employment of other counsel. Defendants just decided, without doing any investigation, that the case could not be won and threw it away, and Plaintiff, a non-native English speaker without an attorney or legal knowledge, fortunately was able to prove them wrong in District Court, clearly demonstrating their negligence and incompetence when dealing with Plaintiff's case.

14. Plaintiff filed a claim for legal malpractice, and under South Carolina Section 15-36-100 (C) (1), the contemporaneous filing requirement of an affidavit of an expert witness was waived because the period of limitation expired within 10 days of the date of filing of the Complaint. Plaintiff is required to supplement the pleadings with an affidavit by June 7th, 2025, forty-five (+5) days after the filing, and is now seeking an extension before the deadline. Plaintiff can show that she has made diligent efforts to obtain the records but was delayed due to circumstances beyond her control, as she is the sole caregiver for her 95-year-old mother and the last four weeks have been unusually difficult. Plaintiff respectfully requests this Court to grant a 60-day enlargement of time, extending the deadline to file the affidavit from June 7th, 2025, to August 7th, 2025. .

15. *In their Motion to Dismiss, Defendants stated: "When the Defendants pressed for any evidence of anything, even being with the alleged perpetrator, Plaintiff provided text messages she had sent to the alleged perpetrator, stating that she had been drinking, she was drunk, and her teeth were purple."*

Any person with minimum knowledge of a victim's counterintuitive behavior can explain Plaintiff's words in the above referenced text messages, and it is disheartening that Wigger Defendants decided to take said messages out of context to shame her, as Plaintiff and the defendant in her underlying claim had 2-3 glasses of wine each during dinner.

This is an excerpt of the case description Plaintiff sent to Defendant Wigger on August 2, 2021, before he accepted her case: "At the end of a pleasant dinner, he excused himself and said he had to anticipate a meeting with a client he would have the next morning. He paid the bill, asked me to wait for him there and also asked me to send him a text after 30-45 minutes and then he would return to the restaurant. I found it odd but I did as he said. When I sent him the text, I informed him that I was feeling intoxicated, which was very strange because I had only 2-3 glasses of wine. He quickly came back after receiving my text, we left the restaurant and then he drove my rental car back to my hotel. As I have never felt intoxicated with 3 glasses of wine before, I wonder if the put anything in my wine while I went to the bathroom."

In summary, Plaintiff sent an initial email to Defendant Jarrel Wigger with a full case description on August 2, 2021 at 2.46PM, which included the details above. He acknowledged it and responded to Plaintiff on August 10, 2021 at 3.37PM, saying that he would be happy to meet with her to discuss and get the appropriate paperwork signed to proceed. On the following day, August 11, 2021 at 6.01PM, Plaintiff sent another email to Defendant Wigger, attaching the text messages mentioned above in reference to the evening of the incident, which he accepted as evidence, and they scheduled a phone conversation for August 12th, 2021 at 1PM. On August 13, 2021, the day after their phone conversation, the fee agreement was sent to Plaintiff, she signed it on August 14th, 2021 and emailed back to

them. Plaintiff now questions why the same text messages that Defendant Wigger gladly accepted as evidence when taking her case, later became the reason given for it to be dropped.

16. Plaintiff was straightforward with Defendant Wigger, making sure that he had full knowledge of the facts of the case before he accepted it. Are not accurate either Defendants following allegations: *"The Defendants contacted the businesses where Plaintiff alleges she was with the alleged perpetrator and the businesses indicated that the events were so remote in time, that no video footage existed, nor were any payment receipts available showing her or the other person were even at the places alleged."*

    Plaintiff was with defendant of her underlying claim in only one business, an upscale restaurant, and it is a rule of the Internal Revenue Service that restaurants must keep client payment receipts for at least three years, therefore it is counterfactual that the payment receipt showing that Plaintiff and the other person were at that business and that they had 2-3 glasses of red wine each during dinner was not available when Defendants allegedly attempted to obtain a copy after Plaintiff hired them two years following the incident. It seems that Wigger Defendants simply did not make any effort for this receipt to be made available. Also, the text messages mentioned above and included in their Counterclaim made it very clear that the other person was present at their dinner meeting.

17. On May 30, 2025 Plaintiff sent an email to attorney Wigger and his Counsel, explaining that, when she discussed her case in detail with Mr. Wigger over the phone on August 12, 2021, he got the facts from her in a recorded statement, but, when she later received a copy of her client file after it was closed, it did not include a copy of the audio recording. Plaintiff asked them for a copy of the recorded statement because it reveals exactly what transpired before

he accepted her case, but she received no reply. It is Plaintiff's understanding that this detailed recorded statement is also her property as a part of her file as a client of Wigger Law Firm, and she should be entitled to receiving a copy. On the other hand, she can't help but consider that perhaps Defendants no longer have that recording, a fact that would significantly add to the tremendous negligence with which her case was treated, as Wigger Defendants used the lack of the recorded evidence as an opportunity to make false allegations against the Plaintiff.

18. *Defendants continued: "Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the associate attorney assigned to her file was leaving the employment of Defendant Wigger Law Firm, in November."*

Defendants represented Plaintiff from August 14, 2021 until April 19, 2022 (eight months and five days) for a personal injury/assault and battery action she intended to bring in the Circuit Court of Charleston County.

Defendant Wigger inexplicably assigned for Plaintiff's complex case an inexperienced 25-year-old associate attorney who was admitted by the South Carolina Bar and hired by Wigger Law Firm in May of 2021, and assigned to Plaintiff's complex assault and battery case three months later, in August of 2021.

On October 1st, 2021, seven weeks after taking Plaintiff's case, the associate attorney was allegedly still deciding on how to mail the demand letter.

In the afternoon of October 15th, 2021, Plaintiff spoke with Mr. Wigger over the phone and his alleged instructions were for the associate attorney to hire a process server in Houston and have the defendant served directly in his office on Monday, October 18th. However,

Plaintiff was traveling to Houston at the end of the following week and offered if they wanted to send her the letter and she would hire a server in Houston, but they never replied and, according to their file, a demand letter was mailed out to the defendant via regular mail only on November 16th, 2021, one month after she spoke with Mr. Wigger and three months after Plaintiff hired the Defendants. Also according to their file, a second demand letter was sent out on January 18, 2022 and the adverse party never responded, which makes absolutely no sense as the defendant in her underlying claim has a reputation for not letting any problem outstand without an answer. It seems that Plaintiff was just pushed around by Defendants, and the blame was placed on the inexperienced associate attorney.

19. Plaintiff now raises several serious issues about this situation: there was no billing in reference to mailing those letters as a total invoice of $35 for the fee to open her file was the only amount charged to Plaintiff by the associate attorney in his "termination of representation" letter of April 18, 2022. Nothing else was ever billed. Also, Defendants stated that Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the first associate attorney assigned to her file was leaving the employment of Defendant Wigger Law Firm in November of 2021. If associate attorney told Plaintiff that the law firm was closing her file before leaving Defendant's employment in November of 2021, how come he signed the first demand letter on November 16, 2021 and a second one on January 18, 2022? Also, Defendants state that "*as Defendant Wigger Law Firm brought in a new associate attorney and he was going through the former attorney's files, he refused to even work on the Plaintiff's file and insisted the file be closed. The Plaintiff's verbal notice the file was being closed was followed up in writing on April 18, 2022, some five months prior to the statute of*

limitations running." Defendant's paralegal sent Plaintiff an email on April 7, 2022 at 4.01PM letting her know that another lawyer was going to handle her case from that point on, and that they were reviewing the file together, but he closed Plaintiff's file without previously saying a word to her by sending a closing letter dated April 18, 2022 to the wrong address, PO Box 52 instead of PO Box 51. If Plaintiff had not insisted with his paralegal for an update via email, she would probably have found out that her file was closed after the running of the statute, which happened on July 11, 2022, 2 months and 3 weeks after she was informed her case was closed, and not "some five months prior to the statute of limitations running" as incorrectly stated by Defendants. If Defendants untruthfully stated that they dropped Plaintiff's case five months before the running of the Statute of Limitations instead of reporting the correct time period left of two months and three weeks to this Court, it is because they know that not enough time was left for a proper investigation by another attorney. In short, the case had three attorneys and three paralegals during the more than eight months that it was with Wigger Law Firm. The first associate attorney kept it from August 14, 2021 to around January 24, 2022, Defendant Jarrel Wigger from around January 24 to April 7, 2022, and the second associate attorney from April 7 to April 19, 2022, but nothing was ever done by any of them. In his Answer, Defendant Wigger even denied that he represented Plaintiff but, on March 8th, 2022 his paralegal sent her the following email: "Attorney Wigger will need to provide guidance to me on our next step with your case and it is on my list to review with him when he is back in the office. He is in trial all week in Horry County. I'll let you know what his guidance is once I have the opportunity to review the file with him. Thank you and let me know if you have any questions or concerns I can address with him in the review", and on April 1st, 2022 at 5.56PM: "Attorney Wigger has been very

busy the last couple weeks. I'm hopeful to discuss your case with him on Monday!" The emails make it very clear that Defendant Wigger represented Plaintiff but simply did absolutely nothing to defend her interests. If a "thorough investigation" had been conducted as mentioned in their closing letter, there would have been costs involved, and the final invoice presented to Plaintiff would not have been for only $35.

20. Plaintiff noticed that attorneys and paralegals stay with Wigger Law Firm for a few months and leave. Their turnover is extremely high, and she questions why.

21. On April 29, 2025, Plaintiff filed a motion for the current case, and a hearing to discuss the expert witness affidavit was scheduled for 5/28. Wigger Defendants are represented by Counsel, but, late in the afternoon on Friday before Memorial Day holiday (5/23), the defendant's litigation paralegal sent directly to Plaintiff via email, without her consent, a pleading called "Response to Plaintiff's Motion Regarding Expert Witness Affidavit" which was in fact a second motion to dismiss written by their Counsel, containing the unfair and untruthful arguments discussed in this Amended Complaint. The pleading was not filed with the Clerk of Court, which prevented Plaintiff from filing an Opposition before the hearing. Plaintiff emailed defense Counsel asking why she was receiving via email a pleading that was not filed, but received no response. On Tuesday after the holiday (5/27) at 10.36AM, one day before the hearing, Plaintiff informed the Judge about the situation via email, and copied Defendant Wigger, his paralegal, and his defense attorney. During the hearing, Plaintiff told the Judge that their motion to dismiss wasn't proper because there was still time left to file the expert witness affidavit, and the Judge refused to discuss their motion as it was not in his roster. The case continued without any issues, but Plaintiff feels uncomfortable to consent to receiving pleadings via email without conferring with the Court before because she believes

that the same situation will happen again. She was shocked that an attorney who is already being sued for legal malpractice acted in a way that may be considered unethical as there should be no contact between a Defendant represented by Counsel and a pro se Plaintiff, mainly when there was no consent. When Plaintiff received Defendant Wigger's email, she felt the same way as when she was attempting to hire a lawyer for her underlying claim and he allegedly spoke negatively of her case to other attorneys every time in order to prevent them from pursuing her claim. It is Plaintiff's personal opinion that this was a mean-spirited and effective strategy used by Wigger Defendants to evade their own liability for the negligence with which they treated Plaintiff' case.

22. *Defendants also stated: "Further, the Plaintiff had some attorneys contact Defendant Wigger Law Firm indicating Plaintiff's evidence for the case was with Wigger Law Firm and they could contact us for all of the evidence – which what little there was actually was bad for her, and apparently none of those attorneys wanted to take her case."*

Plaintiff never had any attorneys contact Defendants nor did she ever indicate to anyone that evidence for the case was with Wigger Law Firm or that they could contact them for all of the evidence. Defendants never worked on her case, so there was no evidence for any other attorney to obtain from them. When Plaintiff filed her underlying Complaint, she unfortunately mentioned that previously there had been an attorney in the case for almost 9 months. Every attorney who showed an interest in her claim wanted to know his name, and Plaintiff had to inform. Without Plaintiff's knowledge or consent, Defendant Wigger allegedly spoke about Plaintiff and her claim to those attorneys, and did it with contempt, presenting the case to them in the same negative stance as in his Motion to Dismiss. By

treating Plaintiff's case with such disregard, Defendants, in consequence, impaired a new attorney's ability to effectively represent her.

23. When Plaintiff found out about the Court-ordered mediation hearing for her underlying claim, she hired another lawyer. This attorney was hired exclusively to attend that hearing as he was upfront about a large case he was working on and explained that he would not have the time or resources to pursue her case if it was not resolved in mediation. They agreed to a fee of $2,000 for attending the hearing, plus 40% of any amount recovered from the defendant. At the end of a 40-minute phone call, he asked Plaintiff the name of the previous attorney on the case. She provided him Defendant Wigger's name, and 10 minutes later he sent her an email stating that he would no longer be able to help her with her case. Plaintiff wondered why he did not decline to take her case when she initially presented it to him.

24. *Defendants continued: "When the Defendant Wigger Law Firm agrees to look into a case and finds it lacking, they do not have to remain in the alleged case and have every right to close the case, especially when they have received nothing from the Plaintiff in payment for the alleged case. This is what happened in the underlying action."*

Defendants state that they received nothing from Plaintiff in payment for the case, but they did no work. People can only expect to receive payment when they work. Defendants had the right to leave the case. What they could not do was to keep it for 8 months and five days knowing that the Statute of Limitations was about to run, do nothing, close it without any previous notice to Plaintiff, speak negatively of her and her case to other attorneys who subsequently showed an interest in her claim, and then disingenuously proclaim that "apparently none of those attorneys wanted to take her case".

25. Plaintiff made a serious effort to retain Counsel but was unsuccessful due to the reasons explained above. Otherwise, she would have had a guideline for a suitable expert with the technical parameters indicated by her lawyer to perform the services necessary for her case. However, due to the Defendants having neglected her case, she was left without the technical defense of a lawyer, as well as without expert support, because trusted experts work together with attorneys. In other words, the delays, procrastinations and unbecoming comments of the Defendants about Plaintiff and her case resulted in the absence of hiring an expert, precisely for the reasons stated above.

26. As case valuation and settlement target for the underlying personal injury claim are crucial to this legal malpractice case and would be a part of the expert witness affidavit, to demonstrate Good Faith Plaintiff is copying the text of an email received from an experienced and reputable Charleston personal injury attorney, Mr. Evan Guthrie, on June 21, 2022, right after she filed the underlying claim, which says: "With the settlement amount, I would take into consideration the amount of emotional and physical trauma that you endured during the time frame the event transpired as well as any initial treatments you went through such as medically. I would also take into consideration the financial loss of not maybe working as much due to this. With the settlement, it would encompass all those factors mentioned. Typically, we would recommend the $850,000 to $925,000 range to start with as an offer of settlement. Anything over a million may be too much to start with. They will generally counter with a much lower number and then meet somewhere in the middle with a possible target of $550,000 to $600,000+ to settle with."

WHEREFORE, Plaintiff, CYNTHIA VERONESE, for the foregoing reasons, prays that the Court denies Defendants' motion to dismiss in its entirety, grants no relief under Rule 12(b)(6), and that a judgment against the Defendants is entered for an amount to be ascertained by the jury at the trial of this action for:

A. Actual damages according to proof;

B. Punitive damages as allowed by law;

C. Damages for emotional distress and mental anguish as allowed by law;

D. For interest as allowed by law;

E. For costs of the suit incurred herein; and

F. For such other and further relief as the Court deems just and proper.

Charleston, South Carolina, June 2, 2025

Respectfully submitted,

Cynthia Veronese

P.O. Box 51
Boca Raton, FL 33429
(954) 801-0097
Cynthiamv123@yahoo.com

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT

Cynthia Veronese
Plaintiff

v.

CASE NO.: 2025-CP-10-2069

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

FILED
2025 JUN -6 AM 11:49
JULIE J. ARMSTRONG
CLERK OF COURT

Certificate of Service

I, Cynthia Veronese, certify that I have mailed a copy of the Amended Complaint and Request for an Extension of Time to File an Expert Witness Affidavit until August 7, 2025 to Defendants Jarrel Wigger and Wigger Law Firm, Inc., in care of their Attorney on file Mr. Keith McCarty, at 768 St. Andrews Blvd, Charleston, SC 29407 via UPS 2nd Day Air Tracking Number 1Z3L3T8K0201958421.

June 4, 2025

Cynthia Veronese

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS

Case #: 2025-CP-10-2069

CYNTHIA VERONESE,
Plaintiff,

v.

JARREL L. WIGGER AND WIGGER LAW FIRM, INC.,
Defendants.

DEFENDANTS JARREL L. WIGGER AND WIGGER LAW FIRM, INC.'S MOTION TO DISMISS AND ANSWER and COUNTERCLAIM To AMENDED COMPLAINT

NOW COME Defendants Jarrel L. Wigger ("Wigger") and Wigger Law Firm, Inc. ("Wigger Law") (collectively "Wigger Defendants"), by and through undersigned counsel, and answer Plaintiff's Complaint as follows:

MOTION TO DISMISS
(SC Rules of Civil Procedure 12(b)(6) – FAILURE TO STATE A CLAIM)

Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, Wigger Defendants move to dismiss Plaintiff's claims for failure to state a claim upon which relief can be granted.

(SC Code of Laws, 15-36-100 – Required filing of Expert Affidavit)

In further Answering said Complaint, Defendants move for Dismissal of the Complaint for failure of the Plaintiff to file an expert Affidavit along with the filing of her Complaint, as required by Section 15-36-100 of the South Carolina Code of Laws, regarding allegations of professional negligence.

FIRST DEFENSE
(ANSWER)

1. Paragraph 1, is not within the knowledge of the Defendants; therefore, Defendants deny Paragraph 1.

2. Paragraph 2 is admitted only to the extent that Mr. Wigger is a shareholder of Wigger Law Firm, Inc.

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3. Answering Paragraph 3, Wigger Defendants admit that Wigger Law Firm, Inc. is a corporation organized under the laws of South Carolina. Wigger Defendants further admit Wigger Law has office locations in North Charleston, South Carolina, and Summerville, South Carolina. Wigger Defendants further admit that Wigger is a shareholder at Wigger Law. Wigger Law Firm, Inc. denies it is authorized to practice law. Wigger Law Firm Defendant further admits the firm represented Plaintiff in the Underlying Lawsuit. Except as admitted, Paragraph 3 is denied.

4. Paragraph 4 is admitted.

5. Paragraph 5 is admitted.

6. Answering Paragraph 6, Defendants lack sufficient information to admit or deny this Paragraph, therefore, it is denied.

7. Answering Paragraph 7, Defendants admit the law firm represented the Plaintiff, but Jarrel L. Wigger did not. The Plaintiff was represented by an associate in the firm in her alleged case. Except as admitted, Paragraph 7 is denied.

8. Paragraph 8 is denied and strongly disputed as set out in later Paragraphs of this Answer and Counterclaim. Plaintiff was informed the Defendants were probably terminating her representation verbally and then followed up in a letter memorializing the conversation.

9. Defendants are without knowledge to admit Paragraph 9; therefore, Paragraph 9 is denied, but Defendant would further state if Plaintiff was successful she has nothing to bring against the Defendants.

10. Defendants are without knowledge to admit Paragraph 10; therefore, Paragraph 10 is denied.

11. Answering Paragraph 11, Wigger Law Firm admits that Plaintiff retained Defendant Wigger Law Firm regarding a potential case, but denies Defendants had to proceed

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with a case they did not believe was viable. Further Answering, Defendants were contacted by several attorneys who had the opportunity to meet with the Plaintiff and apparently did not want to represent her either. Additionally, Plaintiff had continuing opportunities to hire attorneys for over two years from the date of the alleged incident and apparently none took her case, and she had a number of months after she filed suit to continue to find attorneys who would take her alleged case. Except as admitted, Paragraph 11 is denied.

12. Paragraph 12 is denied.

13. Defendants are without knowledge to admit Paragraph 13; therefore, Paragraph 13 is denied and adds that Plaintiff has committed libelous false statements against the Defendants, and in particular, Defendant Jarrel L. Wigger.

14. Defendants deny and Plaintiff misstates the law. It is improper to put such a request in a Complaint. Paragraph 14 is a matter for the Court to determine, however, to any extent a response is required of Defendants, Defendants state the Plaintiff has had three years to obtain an expert and provide an affidavit of such expert to the filed Summons and Complaint in this matter and thus, her failure to do so should result in dismissal of her claim.

15. Paragraph 15 is a rambling argument and improperly alleges facts that are denied by the Defendants. Defendants demand strict proof thereof and to the extent that the paragraph alleges new allegations, Defendants would assert that they are outside of the applicable Statute of Limitations.

16. Paragraph 16 is a rambling argument and improperly alleges facts that are denied by the Defendants. Defendants demand strict proof thereof and to the extent that the paragraph alleges new allegations, Defendants would assert that they are outside of the applicable Statute of Limitations.

17. Paragraph 17 is denied and Defendants demand strict proof thereof. The

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allegations of recording a call with the Plaintiff is untrue, as Defendants have never, in 37 years, ever recorded a call with a client. Plaintiff has just made all of this up.

18. Paragraph 18 is denied and Defendants demand strict proof thereof. Defendants further state based on what was presented, Plaintiff's case was a long shot at best and was assigned to an attorney who was licensed and competent to represent her in her case.

19. Paragraph 19 is denied and Defendants demand strict proof thereof. Defendants rarely ever "bill" on a case, as almost all cases are on a contingency and Defendants never send bills to clients as a case progresses. The rest of the Paragraph is just a long diatribe filled with misstatements, misrepresentations, and new allegations which were not brought within the Statute of Limitations.

20. Paragraph 20 is denied and Defendants state further, since Covid, like many businesses and professions, there has been a lot of turnover, but adds the Defendant has been in the same location since 1999 and has 1 employee that has been with him for 32 years, 1 for 16 years, 1 for 12 years, and 1 for 11 years.

21. Paragraph 21 is denied and Defendants demand strict proof thereof. Since no attorney represents the Plaintiff, Defendant has to send her information in the same manner. The rest of Paragraph 21 is just argument and requires no answer; therefore, Defendant denies.

22. Paragraph 22 is denied. Defendants stand by their statement that the firm was contacted by attorneys. The rest of Paragraph 22 is just argument, not requiring an answer, and to that extent is denied.

23. Defendants are unaware of anything stated in Paragraph 23 and therefore deny the allegations set forth therein and demands strict proof thereof.

24. Defendants deny Paragraph 24 and demands strict proof thereof. Defendants further state that Paragraph 24 is just an improper argument.

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25. Defendants deny Paragraph 25 and demands strict proof thereof. Defendants further state that Paragraph 25 is just an improper argument; therefore, Defendants deny.

26. Paragraph 26 is denied and Defendants demand strict proof thereof. Defendants further state that they do not have any idea what this Paragraph is saying, but denies. Just because Plaintiff called someone up and fed them some inaccurate story, and got them to say something, means nothing. As there is no malpractice, Defendants are not offering anything to settle this case.

27. Remainder of the Plaintiff's Complaint comprises the Plaintiff's prayer for relief. To any extent a response is required of the Defendants, Defendants deny the Plaintiff is entitled to any relief sought therein.

SECOND DEFENSE

Plaintiff's claims against Wigger Defendants are barred by the applicable statute(s) of limitations, the doctrine of laches, and/or other doctrines or defenses that arise by virtue of the passage of time.

THIRD DEFENSE

Adherence to standard – Defendants investigated the Plaintiff's alleged claims and declined to continue pursuing them, which is well within the standard of care for any Plaintiff's attorney.

FOURTH DEFENSE

Plaintiff's alleged damages were not caused by any acts or omissions of Wigger Defendants.

FIFTH DEFENSE

Plaintiff's alleged damages were caused in whole or in part by the acts or omissions of persons other than Wigger Defendants, including the Plaintiff, and/or or by the superseding intervention of causes outside of Wigger Defendants' control.

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SIXTH DEFENSE

Wigger Defendants fulfilled any and all existing legal duties it owed to Plaintiff under contract and applicable law.

SEVENTH DEFENSE

No act or omission of Wigger Defendants was the proximate cause of Plaintiff's alleged injuries and damages.

EIGHTH DEFENSE

Wigger Defendants plead that at all times they acted in good faith and with reasonable grounds as to its alleged acts and/or omissions.

NINETH DEFENSE

Plaintiff's alleged damages are the result of her own neglect or the acts of a third party.

TENTH DEFENSE

Plaintiff's claims are barred by laches, unclean hands, accord and satisfaction, waiver, and/or estoppel.

ELEVENTH DEFENSE

The Complaint and each and every purported cause of action contained therein is barred, in whole or in part, because Wigger Defendants did not engage in any conduct that was wrongful or otherwise unlawful.

TWELFTH DEFENSE

The Complaint, and each and every purported cause of action contained therein, is barred, in whole or in part, because Plaintiff was aware of the actions, decisions, and services of which she complains, and Plaintiff expressly concurred in and affirmed those actions, decisions, and services.

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FOURTEENTH DEFENSE

Wigger Defendants reserve the right to assert all additional defenses which may arise as discovery progresses or otherwise in the course of this litigation.

IN FURTHER ANSWERING THE COMPLAINT AND BY WAY OF COUNTERCLAIM AND FOR A FURTHER DEFENSE THE DEFENDANT ALLEGES

28. Defendants/Counterclaim Plaintiffs reiterate their answers contained in Paragraphs 1 through 15 above as if fully set forth herein and all Defenses set forth above.

29. In further answering, Defendants state Plaintiff waited for two years from the alleged date of the incident to even contact Defendants' firm. That the Plaintiff promised she had a lot of evidence to help prove what she was told would be a difficult case, unless she had more than he said, she said, evidence. That the Defendants contacted the businesses where Plaintiff alleges she was with the alleged perpetrator and the businesses indicated that the events were so remote in time, that no video footage existed, nor were any payment receipts available showing her or the other person were even at the places alleged. That the Air BNB the Plaintiff went to with the alleged perpetrator denied having any video at all. That when the Defendants pressed for any evidence of anything, even being with the alleged perpetrator, Plaintiff sent text messages stating that she had been drinking, she was drunk and her teeth were purple. She also thanked the other person by text for taking her to her air BNB and apologized for getting so drunk.

[6/29/19, 11:29:52 AM] Tim [redacted]: Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them.
[6/29/19, 11:29:52 AM] Cynthia Veronese: Good morning Tim, I can meet you in Charleston in the afternoon on the 11th or on the 12th anytime. Which date is more convenient for you? Best!! Cynthia Veronese
[7/1/19, 12:37:53 PM] Tim [redacted]: Hi. Ok. I will be at our plant all afternoon on 11th but could meet for cocktails around 6pm in Charleston
[7/1/19, 1:38:17 PM] Cynthia Veronese: Hi, cocktails around 6pm in Charleston sounds good! Where can we meet?
[7/1/19, 1:50:53 PM] Tim [redacted]: Ok great. Will let you know.
[7/10/19, 5:59:40 PM] Tim [redacted]: Hi Cynthia! Just checking on your schedule. Still coming to Charleston?
[7/10/19, 6:00:14 PM] Cynthia Veronese: Yes!
[7/10/19, 6:06:02 PM] Tim [redacted]: Ok great. Will find a spot and let you know
[7/10/19, 8:42:18 PM] Tim [redacted]: When do you get in town?
[7/10/19, 8:43:21 PM] Cynthia Veronese: Tonight
[7/10/19, 8:43:44 PM] Tim [redacted]: Oh? What time?
[7/10/19, 8:44:07 PM] Cynthia Veronese: Late
[7/10/19, 8:44:14 PM] Tim [redacted]: Ok
[7/10/19, 10:38:14 PM] Tim [redacted]: Ok, let's meet at Halls Chophouse. Are you free for dinner ? If so we can see if they can fit us in. If not we can surely get a spot at the bar. Meet you there at 6:30. Works for you?
[7/10/19, 10:45:48 PM] Cynthia Veronese: Just got here. Yes, I am free for dinner and 6.30 is perfect. See you then!
[7/10/19, 10:46:00 PM] Tim [redacted]: 👍
[7/11/19, 6:22:06 PM] Tim [redacted]: Hey Cynthia. They didn't have table available so let's meet at bar and eat there or we can go elsewhere
[7/11/19, 6:28:35 PM] Cynthia Veronese: I'm here
[7/11/19, 9:33:38 PM] Cynthia Veronese: It's 9.33. I'm drunk and my teeth are purple !!!!😳😳

[7/11/19, 9:39:11 PM] Cynthia Veronese: I am at the same place
[7/11/19, 9:42:24 PM] Tim [redacted]: Ok. Meet you there in 5
[7/11/19, 9:42:36 PM] Cynthia Veronese: 👍
[7/12/19, 3:33:25 AM] Cynthia Veronese: Thank you for bringing me home!! How did you find the address? I am sorry that I got so drunk!! I thought you had my car. How did you get back to your hotel? 😳
[7/12/19, 7:39:16 AM] Tim [redacted]: Hi. No problem! I just ubered to my hotel. At the airport since 5:15. Delayed flight. Safe travels!

30. Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the associate attorney assigned to her file was leaving the employment of Defendant Wigger Law Firm, in November of 2019.

31. As Defendant Wigger Law Firm brought in a new associate attorney and he was going through the former attorney's files, he refused to even work on the Plaintiff's file and

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insisted the file be closed. The Plaintiff's verbal notice the file was being closed was followed up in writing on April 18, 2022, some five months prior to the statute of limitations running.

32. Further, that the Plaintiff had some attorneys contact Defendant Wigger Law Firm indicating Plaintiff's evidence for the case was with Wigger Law Firm and they could contact us for all of the evidence – which what little there was actually was bad for her, and apparently none of those attorneys wanted to take her case. Apparently though, the Plaintiff did file her own case.

33. Further, that when the Defendant Wigger Law Firm agrees to look into a case and finds it lacking, they do not have to remain in the alleged case and have every right to close the case, especially when they have received nothing from the Plaintiff for the alleged case.

COUNTERCLAIM FIRST CAUSE OF ACTION
DEFAMATION: LIBEL

34. The Plaintiff realleges and incorporates by reference the allegations contained hereinabove as if fully set forth herein.

35. At all times herein, the Plaintiff intentionally and maliciously was libel, *per se*, in that they violated the Defendants' right to enjoy their good reputation by making false and defamatory attacks against Plaintiff and alleged inadequacy in performing their trade or profession.

36. The Plaintiff's actions in making false and defamatory statements by informing other individuals by written and printed form willfully, intentionally and maliciously degraded Defendants in reducing their character and reputation and disgraced their and reputation by the filing of her public Complaint.

37. The Plaintiff consciously made these defamatory remarks with the intent to impeach the reputation of the Defendants thereby injuring the Defendants and impuning their reputation and business.

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38. At all times the Plaintiff knew that the remarks she was making were false.

39. The Plaintiff made the defamatory remarks knowing that any individuals reading the remarks would be influenced by the remarks.

40. Due to the acts of Plaintiff, the Defendants suffered actual and special damages, including loss and injury to their reputation, loss of professional respect in the community, embarrassment, humiliation, mental anguish and suffering and loss of income and profit and future earning capacity.

COUNTERCLAIM SECOND CAUSE OF ACTION
ABUSE OF PROCESS

41. The Plaintiff realleges and incorporates by reference the allegations contained hereinabove as if fully set forth herein.

42. The Plaintiff initiated this lawsuit for an ulterior or improper purpose to attempt to punish the Defendants for timely closing her file.

43. The Plaintiff's willful act in the use of the process was not proper in the regular conduct of filing a lawsuit for valid legal matters.

44. Due to the abuse of process of the Plaintiff, the Defendants have been forced to defend against an improper Complaint with no legitimate claims.

COUNTERCLAIM THIRD CAUSE OF ACTION
FILING OF FRIVOLOUS CIVIL PROCEEDINGS

45. The Plaintiff realleges and incorporates by reference the allegations contained hereinabove as if fully set forth herein.

46. The Plaintiff has filed a frivolous lawsuit lacking in any merit.

47. The filing of the Plaintiff's Complaint constitutes a violation of the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code of Laws, Section 15-36-10, et seq., 1976 as Amended.

48. The filing of the frivolous Complaint has damaged the Defendants as set forth herein and the Plaintiff should be sanctioned for such conduct.

WHEREFORE, having fully answered Plaintiff's Complaint, Wigger Defendants pray that Plaintiff has and recovers nothing of them, that Plaintiff's claims against Wigger Defendants are dismissed with prejudice, that Wigger Defendants have and recover their costs, that all matters brought by Defendants be tried by a jury, that Wigger Defendants have and recover their attorney's fees, and that Wigger Defendants have and recover such other and further relief as the Court deems just and proper on Defendants Counterclaims against the Plaintiff.

MCCARTY LAW FIRM, PC

s/ I. Keith McCarty
I. Keith McCarty
SC Bar #66447
Post Office Box 30055
Charleston, South Carolina 29417
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ikeithmccarty@gmail.com

Attorney for Wigger Defendants

July 2, 2025
Charleston, South Carolina

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1002069

Cynthia Veronese
PLAINTIFF(S)

Jarrel Wigger et al
DEFENDANT(S)

DISPOSITION TYPE (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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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 (formal order to follow) ☑ Statement of Judgment by the Court:

This matter was before the court on May 28, 2025 on plaintiff Cynthia Veronese's Motion for a Status Conference Re: Expert Witness Affidavit. Issues raised by the parties were addressed and the Court advised the pro se plaintiff that the Court could not provide her with legal advice. This motion is therefore RESOLVED without prejudice to any party.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/28/2025 .

Cynthia Veronese for Cynthia Veronese
Cynthia Veronese for Cynthia Veronese

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 May 28 1:19 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2025 May 28 1:19 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

ELECTRONICALLY FILED - 2025 May 28 1:19 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Charleston Common Pleas

Case Caption: Cynthia Veronese VS Jarrel Wigger , defendant, et al

Case Number: 2025CP1002069

Type: Order/Electronic Form 4

So Ordered

s/ T.J. Rode (#2792)

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1002069

Cynthia Veronese
PLAINTIFF(S)

Jarrel Wigger et al
DEFENDANT(S)

DISPOSITION TYPE (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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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 (formal order to follow) ☑ Statement of Judgment by the Court:

Defendant's motion to dismiss filed on 5/14/2025 and defendant's motion to dismiss due to lack of expert affidavit filed on 7/2/2025 were both heard on 8/21/2025 in Charleston County. Under SC code section 15-36-100, the plaintiff is required to have an affidavit from an expert in the field of law accompany her complaint. Additional time was already given to allow the plaintiff the opportunity to obtain this statutorily required affidavit. The plaintiff has failed to do so at this point. For these reasons, the case is dismissed. Defendant's attorney to do a more formal order within 10 days.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/24/2025 .

Cynthia Veronese for Cynthia Veronese
Cynthia Veronese for Cynthia Veronese

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Aug 25 11:31 AM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2025 Aug 25 11:31 AM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

ELECTRONICALLY FILED - 2025 Aug 25 11:31 AM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Charleston Common Pleas

Case Caption: Cynthia Veronese VS Jarrel Wigger , defendant, et al

Case Number: 2025CP1002069

Type: Order/Electronic Form 4

So Ordered

S. Bryan Doby, Circuit Court Judge, No. 2784

ELECTRONICALLY FILED - 2025 Sep 08 4:34 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

IN THE STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
CYNTHIA VERONESE, Plaintiff, v. JARREL L. WIGGER AND WIGGER LAW FIRM, INC., Defendants.	CASE NUMBER: 2025-CP-10-02069 **ORDER OF DISMISSAL**

It appearing that a hearing was held on August 21, 2025, on the Defendants' Motion to Dismiss the Plaintiff's Complaint.

The Plaintiff retained the Defendants regarding a claim of sexual harassment. The Defendants investigated the claim and determined that they would not pursue the case. The Defendants closed Plaintiff's file verbally, then followed with a written letter dated April 18, 2022. The Plaintiff waited three years, until April 14, 2025, to file a lawsuit alleging professional negligence, just prior to the running of her statute of limitations to do so. The Plaintiff had three years prior to her filing to retain an expert willing to provide an Affidavit that there was malpractice in closing a file, to file contemporaneously as an attachment to her Summons and Complaint. The Plaintiff failed to do so. The Plaintiff filed her Summons and Complaint against the Defendants without an Affidavit, as required by South Carolina Code 15-36-100.

Under South Carolina Code, Section 15-36-100, the Plaintiff was required to have an affidavit from an expert in the field of law accompany her complaint for allegations of professional negligence at the time of the filing on April 14, 2025. The Plaintiff failed to do so, and when Defendants filed a Motion to Dismiss, the Plaintiff requested additional time from the Court to obtain an expert and provide the required Affidavit. The Plaintiff was provided additional time (until August 7, 2025) to allow her the opportunity to obtain this statutorily required affidavit. Despite that extension, the

Plaintiff has failed to provide the required affidavit as of the time of the hearing. For these reasons, the Plaintiff's claims are dismissed.

IT IS ORDERED that the causes of action against Defendants Jarrel L. Wigger and Wigger Law Firm, Inc. are hereby dismissed and ended with prejudice, and that the Complaint setting out allegations against these Defendants are hereby dismissed. This Order for Dismissal will end the Plaintiff's claims; however, the Counterclaims of the Defendants are not impacted by this Order of Dismissal.

Honorable S. Bryan Doby
Circuit Court Judge

_____, South Carolina
This ____ day of September 2025

ELECTRONICALLY FILED - 2025 Sep 08 4:34 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

ELECTRONICALLY FILED - 2025 Sep 08 4:34 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Charleston Common Pleas

Case Caption: Cynthia Veronese VS Jarrel Wigger , defendant, et al

Case Number: 2025CP1002069

Type: Order/Dismissal

So Ordered

S. Bryan Doby, Circuit Court Judge, No. 2784

CC: Judge Doby

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
CYNTHIA VERONESE)
Plaintiff,)
vs.
JARRED WIGGER (BAR 11824) AND WIGGER LAW FIRM, INC.)
Defendant.)

IN THE FAMILY COURT
9TH JUDICIAL CIRCUIT

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Docket No. 2024-CP-10-2069

Plaintiff's Attorney:	Defendant's Attorney:
N/A, Bar No. ____	SC, Bar No. 66447
Address P.O. BOX 51 BOCA RATON, FL 33429	Address: P.O. BOX 30015 CHARLESTON, SC 29417
CYNTHIAMV123@YAHOO.COM	
Phone: (954) Fax:	Phone: (843) 793-1272 Fax:
Email: 801-0097 Other:	Email: KEITH MCCANN Other: @GMAIL.COM

☐ **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: MOTION TO RECONSIDER ORDER FOR DISMISSAL
Estimated Time Needed: 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.

Signature of Attorney for ☐ Plaintiff / ☐ Defendant Date Submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ 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, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion make in open court per judge's instructions. Name of Court Reporter: ____
- ☐ Other: ____

JUDGE'S SECTION	JUDGE CODE Date
☐ Motion Fee to be paid upon filing of the attached order.	Judge Signature ____
☐ Other:	

CLERK'S VERIFICATION

Collected by: ____ Date Filed: ____
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

Custodial Parent (if applicable): ____

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE 9TH JUDICIAL CIRCUIT
CASE NO.: 2025-CP-10-2069

Cynthia Veronese
Plaintiff

v.

PLAINTIFF'S MOTION FOR RECONSIDERATION OF ORDER FOR DISMISSAL

Jarrel Wigger, and
Wigger Law Firm, Inc.
Defendants

2025 SEP 12 AM 11:28
JULIE J. ARMSTRONG
CLERK OF COURT
FILED

Plaintiff, CYNTHIA VERONESE, hereby gives notice and moves this Honorable Court, pursuant to South Carolina Rule of Civil Procedure 59(e), to reconsider its Order whereby the Court granted the Defendants' Motion to Dismiss. This Motion is filed within ten days of receiving the Order.

A Rule 59(e) motion not only acts as a vehicle to request the Court "to alter or amend the judgment, but also as a vehicle to seek reconsideration of issues and arguments." *Elam v. The South Dept. of Transp.*, 361 S.C. 9, 602 S.E. 2d 772 (2004). "A motion under Rule 59(e) long has been viewed as motion for reconsideration despite the absence of those words from the rule." Consequently, a party usually is allowed to ask the Court to reconsider its decision even if it means rehashing all or part of an argument previously presented. Id. (citing *Arnold v. State*, 309 S.C. 157, 420 S.E. 2d 834 (1992). "There is nothing inherently unfair in allowing the party one final chance not only to call the court's attention to a possible misapprehension of an earlier

argument, but also to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity."

The South Carolina Rules of Civil Procedure contemplate two basic situations in which a party should consider filing a Rule 59(e) motion. A party may wish to file such a motion when she believes the Court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue and the party wishes for the Court to reconsider or rule on it. A party must file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellant review.

The Plaintiff respectfully moves this Court to reconsider its order for dismissal, as there was an error of fact, and misrepresentations by the Defendants that were already raised by the Plaintiff but not ruled on misguidedly appear as a part of the Order.

The presiding Judge signed a formal order written by the Defendants' Attorney, which incorrectly stated that the Plaintiff retained the Defendants regarding a claim of sexual harassment, when in fact she retained them regarding a claim of sexual assault. This error clearly demonstrates how easy it is for the Defendants and their Lawyer to present false statements, and how this Court favored them by completely ignoring the Plaintiff's allegations that evidentiate the Defendants' false claims, thus resulting in a Judicial error.

This Court's Order for Dismissal included several other misrepresentations of facts by the Defendants that were already raised by the Plaintiff but not ruled on by this Court. For instance, that "the Defendants investigated the claim and determined that they would not pursue the case", and that "the Defendants closed Plaintiff's file verbally, then followed with a written letter dated April 18, 2022". These untruthful allegations will be discussed in detail below.

The Order for Dismissal also states that the Plaintiff had three years before filing this case to hire an expert, but this is not true. This legal malpractice case could only be properly commenced after the underlying sexual assault lawsuit had been settled, which occurred in October of 2023. Plaintiff could not file this claim before April of 2025, as she was in Brazil between November 2023 and April 2025, due to being the sole caregiver for her 95-year-old mother and not being able to leave her alone, as she previously explained. Plaintiff can easily provide documentation to prove her whereabouts and the situation regarding her mother.

However, as Plaintiff has already detailed in her motion to strike portions of the Defendants' answers, her travel and permanence restrictions due to the care she must provide for her very elderly mother have nothing to do with the lack of the affidavit. Plaintiff filed her complaint on April 14, 2025 without an affidavit pursuant to South Carolina Section 15-36-100(C)(1), which states that the requirement for concurrent submission of an expert witness affidavit did not apply to this case because the Statute of Limitations expired within 10 days from the filing date, on April 19, 2025. Plaintiff explained that, due to time constraints, she was unable to prepare an expert witness affidavit and that she was aware that she had 45 days after filing the complaint to supplement her pleadings with the affidavit, or until June 2, 2025.

Unfortunately, a few weeks after Plaintiff began discussing the case with experts, Defendants filed their Answer on May 13, 2025, containing misleading and defamatory information, and she was unable to locate definitive proof of Defendant Wigger's false and defamatory claims until three days before the hearing on their motions to dismiss on August 21, 2025. Two days before the hearing, on August 19, 2025, she notified the judge of the overwhelming number of false allegations in the defendants' statements and sent directly to his chambers a Motion to Strike portions of the Defendants' Answers (with proof attached) and an Opposition to the Defendants'

Motions to Dismiss, and respectfully requested that they be consolidated to be heard together during the hearing but was ignored by the judge, even though he confirmed on the record that he read the motion to strike sent by the Plaintiff.

Defendants' misrepresentations and fraud upon the Court affected the outcome of this case by interfering with the ability of the Plaintiff to obtain an expert witness affidavit, consequently depriving her of the opportunity to be heard, as the case records look like a patchwork of Defendants' untruthful and defamatory statements which also mislead the Court and induced it to ignore detrimental evidence, thus benefitting the party perpetrating the fraud and undermining the integrity of the judicial process.

The presiding Judge confirmed on the record during the hearing on August 21st, 2025 that he had read the Plaintiff's Motion to Strike portions of the defendants' answers, therefore confirming on the record that he was aware of the Defendants' egregious misrepresentations and the supporting evidence that Plaintiff attached to her Motion to Strike as proof. As the presiding Judge was aware that the Defendants and the Defendants' attorney committed fraud upon the Court, it is a point of concern for the Plaintiff that he asked the Defendant's lawyer to draft the formal order for him, which obviously contained easily verifiable false claims, and signed it without first confirming the veracity of their statements, with led to a Judicial error.

The presiding Judge could have instructed the defense attorney to clarify the record or correct his many false statements, but he ignored the Plaintiff's evidentiary pleadings, and dismissed this case with prejudice instead. By closing the case and allowing the defendants' counterclaims to stand, this Court allowed the Defendants to prosper from their fraud instead of being sanctioned, and consequently failed to prevent manifest injustice and violated the Plaintiff's right to due process. Also, when the presiding Judge instructed the Defendants' attorney to write a formal

order for the Court, he showed that he did not see the deceptive conduct of the Defendants, which was already proven by the Plaintiff, as an obstacle to this Court's ability to function impartially. This type of fraud is not merely a dispute between parties but an attack on the legal system itself, aimed at influencing the Court's decision through dishonest means.

Like any other party in a civil process, the Plaintiff needed a clean record to present expert witnesses in order to obtain an affidavit, and not to face an unjust and contemptuous treatment from this Court which allowed the Defendants to maintain in the records allegations that are a mosaic of false and defamatory accusations, and also to add more false allegations and an error of fact to the formal order for the Court's signature, which the judge was happy to swiftly sign without reviewing it first, thereby committing a Judicial error. Furthermore, the Plaintiff only received a 30-day extension while unsuccessfully trying to explain to the experts that the Defendants' claims were manipulative and false, which imposed an overwhelming and unfair burden on her, as her underlying claim was for sexual assault.

The continuation of this case depends on the affidavit of an expert witness, and the false and misleading statements of the Defendants, along with their complete disregard for their Duty of Candor before this Court, confused the experts who reviewed the records, thus preventing the Plaintiff from obtaining an affidavit, since it is uncommon for Defendants who are lawyers to present so many false arguments for the Court's consideration without any concern for the outcome, just as it is uncommon for a Judge to ignore the same false arguments in Court as if nothing were happening, demonstrating clear favoritism towards the defendants and defense counsel.

Plaintiff respectfully requests this Court to reconsider the dismissal order, instruct the Defendants to clarify the record to provide an opportunity for an expert witness to examine the

true and correct content of the facts of this case and properly write an affidavit based on the truth, thus confirming the merits of Plaintiff's case.

The Plaintiff wanted to write a concise motion, but the presence of fraud does not allow for it. These misrepresentations of facts were already introduced in Plaintiff's motion to strike, and she respectfully requested this Court to remove them from the records but was ignored. Plaintiff respectfully requests this Court to rule on following false allegations by the Defendants:

1. On Paragraph 17 of the Defendants' Answer and paragraph 29 of their Answer to Amended Complaint, Defendants included privileged text messages along with a deceitful and defamatory statement *"by way of Counterclaim"* alleging that *"when the Defendants pressed for any evidence of anything, even being with the alleged perpetrator, Plaintiff sent text messages stating that she had been drinking, she was drunk and her teeth were purple. She also thanked the other person by text for taking her to her air BNB and apologized for getting so drunk"*.

   The requisite fraud on the court occurs where "it can be demonstrated, clearly and convincingly, that a party has intentionally set in motion a scheme calculated to interfere with the judicial system's ability to impartially adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party's claim or defense," as it happened with this case. See *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989). The messages mentioned above are sensitive information and should have been protected and not exploited by the Defendants for personal gain. It can be argued that clients who sue their lawyers for misconduct usually waive their privilege, because lawyers can freely disclose privileged communications in their defense, but in this situation, the

Defendants did not use privileged evidence to defend themselves, but to attack the Plaintiff's character. This is very different. The Defendants misrepresented the facts of this case to this Court in order to create a manipulative opportunity, not only to improperly cite the text messages, but also to do so in a defamatory manner, knowing that it would prevent an expert from writing an affidavit; therefore, bad faith is also present.

The messages mentioned above were sent via email to the Defendant Wigger on August 11, 2021, at 6:01 PM (Exhibit 9), BEFORE the Plaintiff retained him, and he confirmed receipt of it on August 27, 2021 at 04:10 PM (Exhibit 9). The Plaintiff never needed to be "pressed" by Defendants to provide the evidence she had, and respectfully requested this Court to strike those privileged text messages from the record, but was ignored.

Besides privileged, the text messages are also scandalous, and an intentional and malicious attempt by the Defendants to tarnish the character of the Plaintiff, since she had provided such messages to them before the defendants accepted her case and not afterwards, as they falsely claimed. A scandalous pleading for the purpose of South Carolina Rule 12(f) of Civil Procedure is derogatory and reflects unfairly and cruelly upon the party's moral character as it happens with Plaintiff in this situation. The Defendants' arguments are also degrading and impertinent, since this part of the text messages is irrelevant to the issues arising in this action and is inadmissible as evidence, given that the messages are privileged and the reason presented by the Defendants for including them in this proceeding is false (Exhibit 9), considering that they were informed about them on August 11, 2021; therefore, these paragraphs should have been removed from the records.

By misrepresenting the facts in such manner, Defendants turned the case into a debate about the Plaintiff rather than the facts of the Complaint that describe their negligence towards her.

It is not uncommon for a defendant to attack the character of the victim in assault cases. This tactic is often used to undermine the victim's credibility. In this case, the Wigger Defendants have used the same strategy to cover up their negligence, and unfortunately such exhausting situation took a toll on the Plaintiff and influenced the decision of experts. In addition, her concern that all the unfair smearing could also affect the decisions of this Court proved to be pertinent.

2. As the Twelfth Defense of their Answer and also of their Answer to Amended Complaint, Defendants' falsely stated: *"The Complaint, and each and every purported cause of action contained therein, is barred, because Plaintiff was aware of the actions, decisions, and services of which she complains, and that she concurred in or affirmed those actions, decisions, and services"*.

   The Plaintiff is attaching an email (Exhibit 2) that she sent to Defendant Wigger on April 21, 2022, at 5:03 PM, two days after discovering that the Defendants closed her case without any prior notice (Exhibits 6 and 7), showing that she was not aware of nor concurred with their actions, decisions, and services. The Defendants again provided misleading information, violating their Duty of Candor before this Court.

3. In paragraph 18 of their Answer and paragraph 30 of their Answer to Amended Complaint, Defendants' untruthfully declared: *"Plaintiff was further told that without any witness or better information than she had provided, Defendant Wigger Law Firm would be closing her file around the time the associate attorney assigned to her file was leaving the employment of*

Defendant Wigger Law Firm, in November of 2021", **and** in Paragraph 19 of their Answer to Amended Complaint *"The Plaintiff's verbal notice in November of 2021 that the file was being closed, was followed up in writing on April 18, 2022, some five months prior to the statute of limitations running*", **and also** in Paragraph 7 of their Answer and also of their Answer to Amended Complaint *"Defendants admit the law firm represented the Plaintiff, but Jarrel L. Wigger did not. The Plaintiff was represented by an associate in the firm."*

These are all very clear misrepresentations of facts. If it were true that the first associate attorney assigned to her file, Mr. Edward McAlpine, gave the Plaintiff verbal notice that he was leaving the firm in November of 2021 and that Wigger Law Firm was closing her file before he left, he would not have been able to sign the first demand letter to the defendant on November 16, 2021 (Exhibit 3) and the second one two months later, on January 18, 2022 (Exhibit 4).

In their filings, the Defendants also denied the period in which they represented the Plaintiff. Her case had three lawyers during the more than eight months it was with the Wigger Law Firm: Mr. Edward McAlpine, who represented her from August 14, 2021, until approximately January 24, 2022, defendant Jarrel L. Wigger from approximately January 24 to April 7, 2022, and Mr. Ryan McKaig from April 7 to 19, 2022.

Plaintiff is attaching their fee agreement showing the date they were retained on August 14, 2021 (Exhibit 1), a snapshot of Mr. McAlpine's LinkedIn page showing the dates he worked for Wigger Law Firm from May of 2021 to January of 2022 (Exhibit 5), emails from Defendants' paralegal, Ms. Tabitha Oros, dated March and April 2022, demonstrating that Defendant Wigger did represent her during that period (Exhibit 8), as well as emails showing the dates when the second associate was brought in on April 7, 2022, and subsequently

closed her file on April 19, 2022 without prior notice in an email (Exhibit 6) and a termination of representation letter (Exhibit 7), two months and three weeks before the Statute of Limitations expired on July 11, 2022, and not "some five months prior to the statute of limitations running".

It is clearly stated in their Fee Agreement that the assault and battery incident that led to the Plaintiff's underlying claim occurred on July 11, 2019 (Exhibit 1). If the Defendants falsely declared that they had withdrawn from the Plaintiff's case five months before the expiration of the Statute of Limitations, instead of reporting the correct remaining time of two months and three weeks to this Court, it is because they know that there was insufficient time for a proper investigation by other attorneys, and that a conflict of interest was created because they placed the interests of the defendant in her underlying claim above the interests of the Plaintiff, thereby violating their fiduciary duty of loyalty to her.

Defendant Wigger and his associates represented the Plaintiff, but did not make any effort to defend her interests, pointing out to the violation of fiduciary duties by the Defendants. If the Defendants truly intended to close the Plaintiff's file, why did Defendant Wigger not close his own file after the first associate attorney left in January 2022 and he began representing the Plaintiff? Furthermore, why did none of them notify the Plaintiff about Mr. McAlpine's departure?

4. In the Sixth Defense of their Answer and also of their Answer to Amended Complaint, Defendants' deceptively proclaim: *"Wigger Defendants fulfilled any and all existing legal duties it owed to Plaintiff* ***under contract*** *and applicable law."*

   By abruptly terminating their attorney/client relationship without any prior notice too close to the statutory deadline (Exhibits 6&7), and by failing to take reasonable steps to protect

Plaintiff's interests, such as providing her with reasonable notice and allowing her time to retain new counsel, Defendants breached their contract, which states that "Attorneys may withdraw at any time by giving reasonable **written** notice and the **client agrees** to sign substitution of attorneys in the event of withdrawal" (Exhibit 1), as well as their fiduciary duties towards the Plaintiff, causing her harm.

5. In paragraph 20 of their Answer and paragraph 32 of their Answer to Amended Complaint, Defendants' fallaciously recite: *"Plaintiff had some attorneys contact Defendant Wigger Law Firm indicating Plaintiff's evidence for the case was with Wigger Law Firm and they could contact us for all of the evidence – which what little there was actually was bad for her."* Plaintiff could have never indicated that evidence for the case was with Wigger Law Firm, since there was absolutely nothing that anyone else could have contacted them for, as they did nothing for over 8 months. Plaintiff respectfully requested this Court to ask Defendants when they say *"which what little there was actually was bad for her"*, if they are referring to the same privileged text messages mentioned above. If that is the case, Plaintiff respectfully requested this Court to strike such inappropriate reference from the record as Defendants are improperly waiving a privilege that belongs to Plaintiff, and breaching their fiduciary duty of confidentiality. Furthermore, the Plaintiff filed a complaint against Defendant Wigger with the South Carolina Bar before filing her underlying Complaint, therefore she could never have given consent to anyone to discuss details of her case with him.
6. In the Third Defense of their Answer and also of their Answer to Amended Complaint, Defendants' deceitfully recount: *"Defendants investigated the Plaintiff's alleged claims and declined to pursue them, which is well within the standard of care for any Plaintiff's attorney"*.

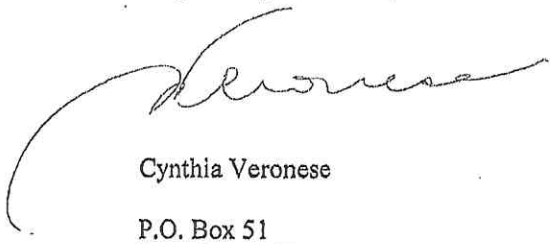
Included in their termination of representation letter was a **final bill of $35** for the entire period that Wigger Law Firm handled the Plaintiff's case (Exhibit 7), referring solely to the fee for opening her client file ($35 was the total amount charged), which demonstrates that no investigation was conducted, and that the standard of care was breached and a conflict of interest was created because the Defendants placed the interests of the defendant in her underlying claim above her own interests. If an investigation had been conducted, there would have been costs involved, and the final bill presented to the Plaintiff would not have been just $35 for the fee to open her file, and she would not have suffered harm.

Plaintiff perceives the disturbing amount of misleading claims in the Defendants' documents, as described above and in her Motion to Strike, as an admission of guilt. The Defendants violated fundamental legal concepts by intentionally and repeatedly presenting fraudulent claims, in clear violation of their ethical obligations.

For these reasons, the Plaintiff respectfully requests that the Court reconsider its decision, show fairness and rule on the many misrepresentations of the Defendants and Defendants' Counsel explained in detail previously and above, and deny the defendants' motion to dismiss.

Charleston, South Carolina, September 9, 2025

Respectfully submitted,



Cynthia Veronese

P.O. Box 51
Boca Raton, FL 33429
(954) 801-0097
Cynthiamv123@yahoo.com

EXHIBIT 1

FEE AGREEMENT

In consideration of legal services to be rendered by WIGGER LAW FIRM, the undersigned client retains said attorneys to prosecute all claims arising out of injuries as a result of an incident on July 11, 2019. The attorneys accept said employment and are authorized to effect a settlement or compromise, subject to client(s) approval, or to institute such legal action, or actions, as may be advisable in attorney's judgment, in order to enforce client's rights.

The attorney's fee shall be a sum equal to one third (1/3) of any amount recovered by compromise or settlement prior to filing suit and forty (40%) of any amount recovered after suit and/or arbitration proceedings have been filed, whichever is greater. The fee amount is taken out of the gross amount of the settlement prior to the deduction of case costs. If the case is tried in a court of original jurisdiction and is appealed for any reason by the Plaintiff or the Defendant, the appeal is a separate matter and the fee for that portion of the case will be negotiated and agreed upon prior to the attorney acting on the appeal. If no recovery is obtained, no fee shall be payable to attorneys, except as provided below, in the event of termination.

Attorneys may advance costs, and said advance shall be deducted from any recovery and returned to the attorneys at the time of disbursement of the funds. Payment of costs may include, but are not limited to investigation, experts' fees, copies, photographs, long-distance phone calls, computer-assisted research, court costs, mileage, postage, etc. and will remain the responsibility of clients regardless of the outcome of the matter. Associate counsel may be employed at the discretion and expense of the attorneys. Attorneys shall have a lien on said claim, suit or recovery for any fees and expenses.

Attorneys may withdraw at any time by giving reasonable written notice and the client agrees to sign substitution of attorneys in the event of withdrawal. If the client terminates the services of the attorneys before a final recovery is achieved, the attorneys will have the right to a reasonable fee based on services rendered and time expended. The fee will be the higher of either: (1) one third (1/3) of any offer received prior to the client terminating the services, plus costs; or (2) will be calculated at the rate of $350.00 an hour for a partner and $200.00 an hour for an associate for attorney services and $75.00 for paralegal services, plus costs.

In recognition of my lawyer's co-ownership interest in the proceeds of this legal matter, and to secure payment by me to WIGGER LAW FIRM of all expenses, court costs and attorney's fees I am obligated to pay under this retainer agreement, I hereby grant to WIGGER LAW FIRM a charging lien applicable to any and all recoveries on my claims or causes of action, whether by settlement, collection of a judgment, or otherwise. I understand that the charging lien may be used to protect my lawyer's fee to reasonable compensation for work done in the event I discharge my lawyer. We further agree that, as of the date of this contract the value of any of my claims or causes of action is speculative and is dependent upon the services of counsel for its potential to be realized.

DATE: August 14, 2021

CLIENT: Cynthia Veronese

Cynthia Veronese

Fw: Update

EXHIBIT 2

From: Cynthia Veronese (cynthiamv123@yahoo.com)
To: jwigger@wiggerlawfirm.com
Date: Thursday, April 21, 2022 at 05:03 PM GMT-3

Good afternoon Jerry,

I received this email from Ryan. On his letter he states that there was a thorough investigation but Tabitha just forwarded to me a copy of the entire file and nothing was done. Sending two letters was all that was done in 8 months. We are now 2 1/2 months from the end of the Statute of Limitations for my case and no Law Firm will take it because there is no time to do what needs to be done. If you didn't feel that there was enough evidence to proceed you should have told me right away but your firm did no investigation.

I trusted you in a situation that is very painful to me and the only result that I got was to spend months asking your employees for updates about the case and getting pushed around. By closing my case now you are taking away from me any possibility of justice.

Please advise.

Thanks,

Cynthia

----- Forwarded Message -----
From: Ryan McKaig <rmckaig@wiggerlawfirm.com>
To: Tabitha Oros <toros@wiggerlawfirm.com>; Cynthia Veronese <cynthiamv123@yahoo.com>
Sent: Tuesday, April 19, 2022, 03:48:13 PM GMT-3
Subject: RE: Update

Ms. Veronese,

Attached please find a copy of a letter we've sent you letting you know that we've closed the file. I wish I had better news for you, but we just don't have enough evidence to proceed. Don't hesitate to call me if you have any questions.

Ryan McKaig

EXHIBIT 3

Wigger Law Firm, Inc.

ATTORNEYS AT LAW

100 S. Main Street, Ste. D
Summerville, SC 29483

(843) 851-9900
(843) 851-9044 Fax

North Charleston
(843) 553-9800

West Ashley
(843) 203-1500

JARREL L. WIGGER*
EMILY H. TONG

EDWARD J. MCALPINE, III (TREY)

*Board Certified Civil Trial Specialist
By National Board of Trial Advocacy

November 16, 2021

VIA MAIL
Timothy ~~Fatheree Hubbler~~
~~CEO of Giant Cement Elementia~~
~~[illegible] Gessner Road, Ste 1300~~
Houston, TX 77067

Dear Mr. ~~Hubbler~~:

Please be advised that I represent Ms. Cynthia Veronese. Ms. Veronese indicates you committed a number of bad acts after meeting you out for what was purported to be a business meeting. Kindly forward this letter to your insurance carrier and request they contact me immediately. If you are not insured, please call my office as soon as possible to discuss this case.

If you have any further questions, please contact my office as soon as possible to discuss this case.

If I do not receive the insurance information or do not hear from you, I will have no other choice but to take further legal action.

Sincerely,

Edward J. McAlpine, III, Esq.

EJM3/wv

EXHIBIT 4

Wigger Law Firm, Inc.

ATTORNEYS AT LAW

100 S. Main Street, Ste. D
Summerville, SC 29483

(843) 851-9900
(843) 851-9044 Fax

JARREL L. WIGGER*
EMILY H. TONG

EDWARD J. MCALPINE, III (TREY)

*Board Certified Civil Trial Specialist
By National Board of Trial Advocacy

North Charleston
(843) 553-9800

West Ashley
(843) 203-1500

January 18, 2022

VIA MAIL
Timothy [redacted]
[redacted]
Houston, TX 77067

MAILED
1/18/22 TBO

Dear Mr. [redacted]:

Please be advised that I represent Ms. Cynthia Veronese. Ms. Veronese indicates you committed a number of bad acts after meeting you out for what was purported to be a business meeting. Kindly forward this letter to your insurance carrier and request they contact me immediately. If you are not insured, please call my office as soon as possible to discuss this case.

If you have any further questions, please contact my office as soon as possible to discuss this case.

If I do not receive the insurance information or do not hear from you, I will have no other choice but to take further legal action.

Sincerely,

Edward J. McAlpine, III, Esq.

EJM3/tbo

EXHIBIT 5

//www.linkedin.com/in/edward-j-mcalpine-iii-trey/

Search

Edward J. McAlpine, III (Trey)
Associate Attorney at Pierce, Sloan, Kennedy & Early LLC

Experience

Associate Attorney
Pierce, Sloan, Kennedy & Early LLC · Full-time
Jan 2022 - Present · 3 yrs 8 mos
Charleston, South Carolina Metropolitan Area

Civil Litigation

Associate Attorney
Wigger Law Firm, Inc. · Full-time
May 2021 - Jan 2022 · 9 mos
Summerville, South Carolina, United States

Civil Litigation

EXHIBIT 6

RE: Update

From: Ryan McKaig (rmckaig@wiggerlawfirm.com)

To: toros@wiggerlawfirm.com; cynthiamv123@yahoo.com

Date: Tuesday, April 19, 2022 at 03:48 PM GMT-3

Ms. Veronese,

Attached please find a copy of a letter we've sent you letting you know that we've closed the file. I wish I had better news for you, but we just don't have enough evidence to proceed. Don't hesitate to call me if you have any questions.

Ryan McKaig

Em quinta-feira, 7 de abril de 2022 17:01:30 BRT, Tabitha Oros <toros@wiggerlawfirm.com> escreveu:

You actually have a different attorney assigned now. Attorney Ryan McKaig will be overseeing and I am reviewing the file with him.

Thanks!

Tabitha B. Oros

Claims Paralegal

Wigger Law Firm, Inc.

100 South Main Street – Suite D

Summerville, SC 29483

843-851-9900

843-851-9044

toros@wiggerlawfirm.com

Save a tree. Don't print this e-mail unless necessary.

CONFIDENTIAL COMMUNICATION

Unless otherwise indicated or obvious from the nature of the preceding communication, the information contained therein is Attorney/Client privileged and confidential information/work product. The communication is intended for the use of the individual or entity to whom it was

EXHIBIT 7

Wigger Law Firm, Inc.

ATTORNEYS AT LAW

100 S. Main Street, Ste. D
Summerville, SC 29483

(843) 851-9900
(843) 851-9044 Fax

North Charleston
(843) 553-9800

West Ashley
(843) 203-1500

JARREL L. WIGGER*
EMILY H. TONG

EDWARD J. MCALPINE, III (TREY)
AUSTIN C. MACMANUS
CHRISTOPHER F. LUTZ

*Board Certified Civil Trial Specialist
By National Board of Trial Advocacy

April 18, 2022

VIA USPS AND E-MAIL: cynthiamv123@yahoo.com
Cynthia Veronese
P.O. Box 52
Boca Raton, FL, 33429

RE: Your Case

Dear Ms. Veronese:

After a thorough investigation of your claim against Timothy [redacted], I have found very little evidence to support your case. Therefore, we are closing your file with our firm and will take no further action on your behalf.

I am required to inform you that there is a statute of limitations for any potential claim you may have regarding your case. The statute of limitations is three (3) years from the date of the issue you allege. If you fail to file suit within that period, you will be forever barred from doing so. I strongly encourage you to seek the advice of another attorney, as another attorney may view your case differently. Should you have any questions regarding this matter, please contact my office.

We have incurred $35.00 in costs on your case. Your agreement with our firm states that you will reimburse our case costs regardless of the outcome of the case. Please forward that payment as soon as possible, or contact my paralegal, Tabitha, to discuss payment arrangements.

I am sorry that we were unable to assist you with your case, and I wish you luck in the future.

Sincerely,

Ryan McKaig, Esq.

MRM/tbo

EXHIBIT 8

On Friday, April 1, 2022, 05:56:20 PM GMT-3, Tabitha Oros <toros@wiggerlawfirm.com> wrote:

Hey Cynthia! I hope you are doing well! I do not have the update as of yet on what our next step is. We still have not heard from the responsible party and Attorney Wigger has been very busy the last couple weeks. I'm hopeful to discuss your case with him on Monday! Have a great weekend!

Tabitha B. Oros

Claims Paralegal

Em terça-feira, 8 de março de 2022 12:12:31 BRT, Tabitha Oros <toros@wiggerlawfirm.com> escreveu:

Hey Cynthia! Hope you are doing well! We are still awaiting response from the adverse at this time. Attorney Wigger will need to provide guidance to me on our next step with your case and it is on my list to review with him when he is back in the office. He is in trial all week in Horry County. I'll let you know what his guidance is once I have the opportunity to review the file with him. Thank you and let me know if you have any questions or concerns I can address with him in the review. Have a great week!

Tabitha B. Oros

Claims Paralegal

Wigger Law Firm, Inc.

100 South Main Street – Suite D

Summerville, SC 29483

843-851-9900

843-851-9044

toros@wiggerlawfirm.com

EXHIBIT 9

RE: WhatsApp - Cynthia Veronese

From: Jerry Wigger (jwigger@wiggerlawfirm.com)

To: cynthiamv123@yahoo.com

Date: Friday, August 27, 2021 at 04:10 PM EDT

Tks

Jerry

From: Cynthia Veronese <cynthiamv123@yahoo.com>
Sent: Wednesday, August 11, 2021 5:01 PM
To: Jerry Wigger <jwigger@wiggerlawfirm.com>
Subject: WhatsApp - Cynthia Veronese

Hi Jerry,

Please find attached the WhatsApp thread in reference to that evening.

Looking forward to speaking with you tomorrow at 1PM.

Thanks,

Cynthia

(954) 913-6364

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP1002069

Cynthia Veronese
PLAINTIFF(S)

Jarrel Wigger et al
DEFENDANT(S)

DISPOSITION TYPE (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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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 (formal order to follow) ☑ Statement of Judgment by the Court:

This matter is before the Court pursuant to Rule 59 (e) SCRCP. The Plaintiff seeks an Order of this Court amending or altering its Order of September 8, 2025. Pursuant to Rule 59 (f) SCRCP, this Court determines that the motion to alter or amend may be decided with or without briefs filed by the parties and without oral argument. Having duly considered the motion to alter or amend of the Plaintiff, this Court has determined that its original Order dated September 8, 2025, is fully supported by the law and the evidence and is hereby ratified and reconfirmed. The motion to alter or amend the earlier Order is therefore DENIED.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. ☑ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/17/2025 .

Cynthia Veronese for Cynthia Veronese
Cynthia Veronese for Cynthia Veronese

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2025 Sep 17 2:28 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

In addition, the appellant filed a motion to recuse the Court from further jurisdiction in this case. This motion was filed after the Court ruled against her in an earlier order. The Court denies the appellants motion for recusal. The appellant cannot and should not be allowed the opportunity to argue this matter to another judge simply because she did not agree with the Court's earlier ruling. Therefore, the motion for recusal is denied.

ELECTRONICALLY FILED - 2025 Sep 17 2:28 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

ELECTRONICALLY FILED - 2025 Sep 17 2:28 PM - CHARLESTON - COMMON PLEAS - CASE#2025CP1002069

Charleston Common Pleas

Case Caption: Cynthia Veronese VS Jarrel Wigger , defendant, et al

Case Number: 2025CP1002069

Type: Order/Electronic Form 4

So Ordered

S. Bryan Doby, Circuit Court Judge, No. 2784

State of South Carolina	)	Court of Common Pleas
	)	Ninth Judicial Circuit
County of Charleston	)	Case No. 2025-CP-10-02069
	)	
	)	
	)	
	)	
Cynthia Veronese,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	Transcript of Record
	)	
	)	
Jarrel Wigger and Wigger Law Firm,	)	
	)	
	)	
Defendants.	)	
	)	

August 21, 2025
Charleston, South Carolina

B E F O R E:

The Honorable S. Bryan Doby, Judge

A P P E A R A N C E S:

Cynthia Veronese
Pro Se Plaintiff

Ivon Keith McCarty, Esquire
Attorney for the Defendant

Proceedings taken down electronically

Transcribed by:
Krystal J. Smith
Official Circuit Court Reporter III

I N D E X

WITNESS/DESCRIPTION	PAGE NUMBER
Motions to Dismiss	4
Under Advisement	16
Court Reporter Certification	21

E X H I B I T S

NO.	DESCRIPTION	ID.	EV.
	(No Exhibits Presented)		

COURT REPORTER LEGEND

dashes	--	intentional or purposeful interruption or change in thought
ellipses	. . .	trailing off
[*ph*]		phonetically written
[*sic*]		written as said

AUGUST 21, 2025

(WHEREUPON, the proceedings began at 3:06 PM.)

THE COURT: All right. Our next case is 2025-CP-10-02069. That's Cynthia Veronese versus Jarrel Wigger.

MR. MCCARTY: Good afternoon, Your Honor.

THE COURT: How are you doing today?

MR. MCCARTY: No complaints.

THE COURT: Mr. McCarty?

MR. MCCARTY: Yes, sir. You're right.

THE COURT: Ms. Veronese?

THE PLAINTIFF: Yes.

THE COURT: How are you today?

THE PLAINTIFF: I am fine. I came from Brazil here.

THE COURT: Ma'am?

THE PLAINTIFF: I came from Brazil directly here for this hearing.

THE COURT: I hope you had a good trip.

THE PLAINTIFF: I did.

THE COURT: All right. Thank you.

I have two motions pending, but it looks like the same motion. Is that right, Mr. McCarty?

MR. MCCARTY: It's just -- yeah, it's a motion -- it's a motion to dismiss under 12(b)(6) and under the expert affidavit thing. So it's -- it may -- I guess you could say it's two motions, but it's just one. I'm just giving you two

reasons.

THE COURT: We got -- we got two reasons, but either one is a motion to dismiss?

MR. MCCARTY: That's correct, Your Honor.

THE COURT: Mr. McCarty, I'm glad to hear from you.

MR. MCCARTY: All right, Your Honor. I represent Jarrel Wigger, who is an attorney here in town. This action was -- was filed in -- April 29th of this year and against him regarding a -- a -- a relationship between these two parties that took place back several years ago.

He was approached by Mrs. Veronese about representing them. He reviewed the case and decided not to take it. That's spelled out in the pleadings. That's -- that's all I need to say. Her claim from the pleadings seems to be that what he did wrong was he failed to take her case. Okay?

So under 12(b)(6), that's not -- an attorney does not have to take a case. You know, there's no requirement for that. So under 12(b)(6), we feel like the complaint should be dismissed for that reason, for failure to state that -- state any claim.

The second and -- and really, I think, the most important one is she has failed to file an expert affidavit under 15-36-100, the expert affidavit thing. We've actually been in -- in court on -- on this case before on May 28th where this issue came up. We were talking about it again. Due to the fact

that she's *pro se*, the judge gave her until now to -- to come up with an affidavit.

I haven't seen an affidavit. One hasn't been filed. She hasn't retained counsel. And it's -- you know, that affidavit exists just to keep what I consider these type of cases from being -- from being right. So we would ask that you dismiss the case based upon that.

THE COURT: Thank you, Mr. McCarty.

Ms. Veronese, I'm glad to hear from you.

THE PLAINTIFF: Your Honor, so he's -- he's saying that I'm complaining because he didn't want to take my case. It's not true. He took my case, kept it for more than eight months, and didn't do anything. There were three lawyers from his law firm during the time that he kept my case. Nobody did anything, and they left the case without saying a word to me almost on -- or when the running of the statute of limitations.

And the problem with this -- the case and the affidavit is the untruthful allegations that they made. I filed a motion to strike, and I didn't even list all the problems, all the untruthful allegations.

So when the expert looks into the case, they get confused because they attached evidence that should have been protected by attorney-client privilege, saying that I failed to give them information that I gave actually to them before they took

my case. So they are trying -- they did all this.

They -- they put me through unbelievable suffering, and they are doing now by saying -- they are doing this now by saying, no, this is Cynthia's fault because she failed to give us the information that she gave later. It's not true. I gave everything that I had before they took the case, because they need to be able to analyze the case before taking it. So I provided the information that was necessary that I had.

THE COURT: Yes, ma'am. I'm -- I'm probably even more particularly interested in your arguments about the requirement to file an affidavit, from a lawyer in this case, that Mr. Wigger had committed some malpractice, which is the requirement of our statutes to file a professional negligence case.

THE PLAINTIFF: Yes. Well, what -- do you want to know what he did?

THE COURT: No, ma'am. There is a requirement under our statutes that when you file a professional negligence case -- that could be a medical malpractice case, a legal malpractice case, a case against a dentist or an architect. Any professional malpractice case requires there to be an affidavit from a qualified expert laying out the specifics that the, in this case, lawyer had committed that would essentially --

THE PLAINTIFF: I understand.

THE COURT: -- back up your allegations that he committed malpractice.

THE PLAINTIFF: Uh-huh.

THE COURT: And without that affidavit, our statutes do not allow a case to go forward.

THE PLAINTIFF: I understand.

THE COURT: So that's what I'm particularly interested in --

THE PLAINTIFF: And that's what I --

THE COURT: -- hearing about that from you.

THE PLAINTIFF: That's what I'm -- I'm -- I'm -- that's what I'm saying. Did you get a chance to read my motion to strike?

THE COURT: Yes, ma'am.

THE PLAINTIFF: And the problem is, when the expert looks into the case, who do they believe if an attorney is saying one thing that is false, it's entirely false and can be proven in writing that it's false?

I am from another country, so my -- my word is not that strong. So when I have an American attorney from the town saying what she -- what Cynthia did is this, and it's false, the only thing that I can do is say it's false and I can prove it.

THE COURT: Yes, ma'am, but you've got to have an affidavit from an expert. In this case, it would be a lawyer.

THE PLAINTIFF: Uh-huh.

THE COURT: I'm assuming it could be a lawyer spelling out the specific allegations and -- and -- and specifications --

THE PLAINTIFF: Absolutely.

THE COURT: -- of negligence that would qualify you to be able to file this --

THE PLAINTIFF: Uh-huh.

THE COURT: -- legal malpractice case.

THE PLAINTIFF: But I filed in the last ten days, the last ten days before the expiration of the statute of limitations. So I was allowed to file the case because of that. The last ten days, you can file without the affidavit and then later file the affidavit.

But unfortunately, since this case has started, they already filed the answer with that horrible information, and this is going against me. So I need to strike that false information from the case to be able to get the affidavit from the expert.

Otherwise, we are going to be running around, running around, and then the expert looks into the lying -- I'm sorry -- or the untruthful information, and they -- they say I'm sorry. You know, if you fail to give to your attorney the information that he needed before you offered him the case, how can I -- he -- there is no malpractice.

But it's not true. That's what I'm saying. I need to clean up the files before this expert is going to give me this affidavit.

THE COURT: Well, let me look at the last order that was issued. I think -- was it issued by Judge Rode?

THE PLAINTIFF: No. Judge Rode --

MR. MCCARTY: Your Honor, I think it might have been Judge McCoy. I'm not sure.

THE COURT: Was it Judge McCoy?

MR. MCCARTY: I think. I'm not sure though.

THE PLAINTIFF: I need -- but I -- this -- this -- the way it is right now, I need this cleaned up because it's not true. What's here is not true.

THE COURT: Hold on, Ms. Veronese. I want to look at this order first.

(WHEREUPON, there was a pause in the proceedings, after which the proceedings resumed as follows.)

THE COURT: It was continued --

THE PLAINTIFF: For 30 days.

THE COURT: -- for 30 days. It was scheduled for July 25th. It looks like you requested a continuance on July the 2nd of 2025. It is continued one time to the next available motions term, and that's where we are today.

Ms. Veronese, tell me about your -- your affidavit. Have you got an affidavit from an expert?

THE PLAINTIFF: I don't.

THE COURT: A lawyer at this -- at this point?

THE PLAINTIFF: Not yet. I have been talking to the experts, and they always go back to the same story, the untruthful information in the case. I need to clean up the files. I need this -- I need to strike out of the files this information that they've entered that is false because --

THE COURT: Are you saying that's preventing you from getting an affidavit --

THE PLAINTIFF: Yes.

THE COURT: -- from an expert?

THE PLAINTIFF: Yes. Yes. Yep.

THE COURT: Hold on. I'm going to look at the statute for a second.

Ashley, have you got the statute? Will you pull up 15-36-100?

Y'all forgive my slowness on this computer.

THE PLAINTIFF: It's yours.

THE COURT: All right.

MR. MCCARTY: You obviously haven't seen mine, Judge.

THE COURT: I don't claim to be any kind of quick on the computer.

(WHEREUPON, there was a pause in the proceedings, after which the proceedings resumed as follows.)

THE COURT: Ms. Veronese?

THE PLAINTIFF: Uh-huh.

THE COURT: The statute says that the plaintiff must file as part of the complaint an affidavit of an expert witness, which must specify at least one negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit. There are some exceptions if --

THE PLAINTIFF: If it's the negligence that is common sense, like in the case in my case, it's absolutely common sense. It's known to anyone, including me.

THE COURT: The plaintiff may cure the alleged defect of not filing an affidavit by amendment within 30 days of service of the motion in this case that has been filed seeking to dismiss this action alleging that the affidavit is defective, and that's even claiming that there's a -- there's a -- an -- an -- an affidavit which is defective.

MR. MCCARTY: Your Honor, for the record's sake, we filed our motion May 20th -- May 13th, 2025. I think most of the exceptions, if any --

THE PLAINTIFF: May 13th.

MR. MCCARTY: -- to the extent --

THE PLAINTIFF: But I was served -- I was served on Monday, the 28th of August -- 18th of August. So I think the valid official date that I was served is the 18th of August.

MR. MCCARTY: Well, I don't believe so, Your Honor. I

believe the service was well before that.

THE PLAINTIFF: I think that was the official date that I was served.

MR. MCCARTY: But the --

THE PLAINTIFF: Which when I received your documentation was -- it was --

MR. MCCARTY: I'll have to get --

THE PLAINTIFF: -- August 18th.

MR. MCCARTY: Other that being said, Your Honor, like I said, this -- this was continued for 30 days to allow her to get an affidavit. She hasn't gotten one.

THE PLAINTIFF: Your Honor, if we don't clean --

THE COURT: Hold on, Ms. -- Ms. Veronese.

THE PLAINTIFF: Yes. If we don't clean --

THE COURT: I can't take down but one thing at a time on -- on -- my court reporter can't -- can't get but one thing at a time. Okay?

Let me -- all right. I'm going to let -- Ms. Veronese, tell me about your -- tell me about your affidavit and why you believe you're not required to file the affidavit here.

THE PLAINTIFF: Your Honor, because the amount of lying in the filings that they said, well, it's unbelievable. Nobody can believe. I am from Brazil. I never saw anything like this. They told a different story, and I can prove in writing that it's false.

So when the -- when the expert looks into that, they think they had a conflict -- they had a conflict because of the lying because nobody can believe that attorneys are lying like this. Who's going to believe that an attorney filed in court a paper lying? The entire filing is lying. It's false.

THE COURT: All right.

THE PLAINTIFF: So I keep dancing because the expert keeps asking me, and I said it's not true. I can verify it's not true. Oh, but, you know, they had a conflict. What conflict?

You know, we need to clean these filings. Then I'll get the affidavit. Easy.

THE COURT: All right. Thank you, ma'am. Anything else you'd like to tell me?

THE PLAINTIFF: No, no. That's it.

THE COURT: All right. Thank you.

Mr. McCarty, your motion. I'll give you the last word.

MR. MCCARTY: Oh, Your Honor, very briefly.

Like I said, I think we're -- you know, these -- I think it's pretty clear this affidavit has not been filed, and it's not anywhere close to being filed. It's been -- this -- this relationship between these two parties began in 2021. They were notified -- she was notified, you know, in November of that year that they weren't going to take her case.

THE PLAINTIFF: Judge?

MR. MCCARTY: She's had from that time on basically to get an affidavit.

THE PLAINTIFF: Huh-uh.

MR. MCCARTY: But just for purposes of this thing, her complaint -- when her complaint was filed, it was April 29th. She knew -- the rule is clear. You've got to have an affidavit. There's -- trust me, there's a lot of malpractice cases I'd like to -- I'd like to file, but that affidavit is -- is an obstacle, and -- and it's a hard, fast rule.

The only possible exception other than the judge granting a continuance that I would think that she would have qualified for was some kind of statute of limitations issue, but that's only a 45-day issue, and we're now in the 120th day after she filed her complaint.

So it's -- I think it's clear this case needs to be dismissed --

THE PLAINTIFF: No.

MR. MCCARTY: -- as -- as the --

THE PLAINTIFF: Your Honor?

MR. MCCARTY: -- as a frivolous lawsuit.

THE PLAINTIFF: Can I say something else?

MR. MCCARTY: Plus, Your Honor, I still think -- I still think she's failed to state a claim in her complaint.

THE PLAINTIFF: No. Your Honor, I need the opportunity to be able to get this affidavit. This is not possible with

all this lying. He's lying now. It's not possible the attorney told me in November that he was going to leave the firm because he signed a demand letter to the defendant in the underlying -- underlying case in January, two months later.

So they are telling the entire story is false, and I -- I am the one that's -- you know, and he came over here, oh, we need to dismiss this case because it's been 120 days. If you hadn't lied, I would have an affidavit. You know, this is unbelievable.

THE COURT: Thank you, ma'am.

I need to look at these statutes and the material that's been filed in this case, and I will do that and get a decision as quickly as I possibly can.

Ms. Veronese, how do you get notice of any decisions that come from the Court? Are you signed up on the email for --

THE PLAINTIFF: Email?

THE COURT: -- email notification?

THE PLAINTIFF: I -- yeah, I can.

MR. MCCARTY: She is, Your Honor.

THE COURT: She is?

THE PLAINTIFF: All right.

THE COURT: Okay.

THE PLAINTIFF: No, I'm not signed up to receive the filings via email, no.

THE COURT: So you don't get those electronically from --

THE PLAINTIFF: No.

THE COURT: -- the Court?

THE PLAINTIFF: No.

THE COURT: When y'all get those, Brianna, how -- if they're not signed up, how will y'all do that?

THE CLERK: If she's --

THE PLAINTIFF: I have got --

THE CLERK: -- listed an email on there, she gets them.

THE COURT: She gets them?

THE CLERK: Yes.

THE COURT: Okay. Ms. Brianna here at the clerk's office tells me that you would get those if you listed an email address as part of any filings that you have. Did you list an email address?

THE PLAINTIFF: I did. Again, Your Honor, I accepted filings via email, and then I received mail from Mr. Wigger directly, his client directly, and it was very upsetting to me. So we --

THE COURT: Yes, ma'am. But you -- but you need -- as part of this case, you need to receive the -- the -- any filings that are made.

THE PLAINTIFF: I receive them in Boca Raton. I live in Boca Raton. I live in Florida. I received the letters from the Court over there.

THE COURT: Fine. How about email from the Court? How

did you get notification that there was a hearing today?

THE PLAINTIFF: Yeah. Ashley. Ashley, your -- your assistant?

THE COURT: Yeah. No, you -- you would have gotten it before we had gotten involved. You would have gotten some notice from the Court as to the -- as to the setting of this hearing today.

THE PLAINTIFF: Nothing. I --

THE COURT: How did you know about the hearing then?

THE PLAINTIFF: I looked on the website, and I saw Judge Doby in personal hearing August 21st. I looked on the site.

THE COURT: Do you indicate that there's an email address?

THE CLERK: I'm looking.

THE PLAINTIFF: You know, I -- but, your Honor, to be able to get the affidavit, I need the motion to strike. I need to strike this information from the filings.

THE COURT: Yes, ma'am. I'm trying to make sure about the email situation right now.

THE PLAINTIFF: Your Honor, is there a problem about the finder -- findings that are not true? Is this a problem for the Court or not?

THE COURT: What's your question, ma'am?

THE PLAINTIFF: Is the findings -- their findings that are not true, they are -- they are untruthful information. Is

that -- is it a problem for the Court or is not a problem?

THE COURT: What do you mean a problem?

THE PLAINTIFF: Like, is this something that is addressed by the Court or is it something that I have to deal with directly?

THE COURT: Are you asking me about the affidavit?

THE PLAINTIFF: No, I'm asking about the false information that they entered in the filings.

THE COURT: Yes, ma'am. And that's -- that's a legal question that I cannot answer for you. I have a specific duty and job as part of -- as part of being a judge, and one of those things that I can't do is I can't give you legal advice.

THE PLAINTIFF: Oh, I know.

THE COURT: I can't give Mr. McCarty legal advice either. It's not just you.

THE PLAINTIFF: I'm -- I'm kind of concerned. I'm kind of -- my question is, I haven't seen you mentioning, not even once, the motion to strike. I don't know if it's not --

THE COURT: All I've got in front of me today are the motions to dismiss.

THE PLAINTIFF: Uh-huh. So the motion to strike is not going to be even looked at?

THE COURT: No, ma'am. That was not before me. My roster only set up two motions to dismiss.

THE PLAINTIFF: Uh-huh.

THE COURT: And they were both filed by the defendant in this case.

THE PLAINTIFF: But, Your Honor, if you dismiss the case, we're never going to get to the motion to strike.

THE COURT: I don't know what I'm going to do in this case yet.

THE PLAINTIFF: Okay.

THE CLERK: Sir, I have an email showing.

THE COURT: All right. You have -- you have an email address listed on the Court's -- on the Charleston County Clerk of Court's website that they send you email notifications. If you want to update that, I'll let you update that, but they will -- I want to make sure that and you need to make sure that you get notification about any hearings or filings in this matter as well. Okay?

All right. Thank you, ma'am.

THE PLAINTIFF: Thank you.

THE COURT: Thank you, Mr. McCarty.

MR. MCCARTY: Yes, sir, Judge.

(WHEREUPON, the proceedings ended at 3:29 PM.)

--- END REQUESTED TRANSCRIPT ---

State of South Carolina)

) Certificate

County of Florence)

I, the undersigned, Krystal J. Smith, Official Court Reporter for the Twelfth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing pages, numbered 1 through 20, constitute a true, accurate, and complete Transcript of Record of all the proceedings had and evidence introduced in the hearing of the above captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina, on the 21st day of August, 2025, to the best of my ability based upon the audio and notes provided.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

s/Krystal J. Smith

Court Reporter

Florence, South Carolina

October 3, 2025

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April 18, 2022

VIA USPS AND E-MAIL: cynthiamv123@yahoo.com
Cynthia Veronese
P.O. Box 52
Boca Raton, FL, 33429

RE: Your Case

Dear Ms. Veronese:

After a thorough investigation of your claim against Timothy James Kuebler, I have found very little evidence to support your case. Therefore, we are closing your file with our firm and will take no further action on your behalf.

I am required to inform you that there is a statute of limitations for any potential claim you may have regarding your case. The statute of limitations is three (3) years from the date of the issue you allege. If you fail to file suit within that period, you will be forever barred from doing so. I strongly encourage you to seek the advice of another attorney, as another attorney may view your case differently. Should you have any questions regarding this matter, please contact my office.

We have incurred $35.00 in costs on your case. Your agreement with our firm states that you will reimburse our case costs regardless of the outcome of the case. Please forward that payment as soon as possible, or contact my paralegal, Tabitha, to discuss payment arrangements.

I am sorry that we were unable to assist you with your case, and I wish you luck in the future.

Sincerely,

Ryan McKaig, Esq.

MRM/tbo