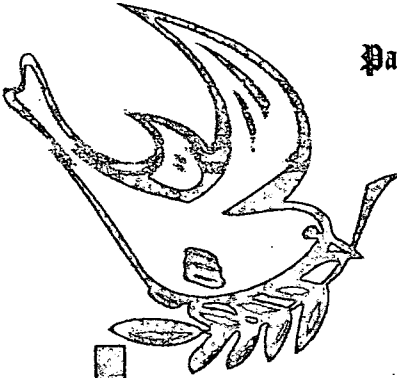


LIFE AND HOPE ASSEMBLY OF GOD

P.O. Box 26431

Greenville, South Carolina 29616

Pastors: Rev. Ellen Harris & James Harris * Phone 864-244-9735



November 6, 2013

V. Claire Allen
Deputy Clerk
The South Carolina Court of Appeals
P.O. Box 1169
Columbia, South Carolina 29211

Re: The Estate of G. Bridwell, Jr v. Life and Hope Assembly of God
& Mary Ellen Harris
Lower Case No. 2010-CP-2382 - Appellate Case No. 2012-205726

Dear Claire Allen:

This letter is in regards to the letters, which were received from you in reference to the above stated case.

The members of our church board and I, Mary Ellen Harris as pastor as are truly in shock after reading your letters.

I believe the attached documents will explain the reason for our shock.

1. Copy of the Retainer Agreement with Upstate Law Group, signed by Rev. Mary, Ellen Harris for Life and Hope Assembly of God to be represent in Appellate Case No. 2012-205726.
2. Copy of the receipt from Upstate Law Group for \$5,000.00 dollars.
3. Copy of the check \$5,000.00 from Life and Hope Assembly of God

There Is Life and Hope in Christ Jesus

Celebrating 41 years -located at: 1325 Brushy Creek Rd., Taylors, S.C. 29687

RECEIVED

NOV 21 2013

SC Court of Appeals

4. Copy of the signatures from the board members of the church.
5. Copy of the letter to Attorney Candy Fuller, and Nicole, Paralegal representing Upstate Law Firm

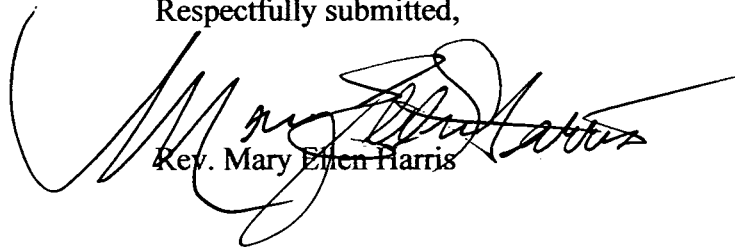
It is the understanding the letter dated 10/11/13 our case has been remitted back to the lower court. The letter dated 10/29/13 indicates a brief was not filed in our case to the Appellate Court.

The attaché Retainer Agreement should provide proof that we did obtain an attorney to file the Appellate Brief in a timely manner.

The failure of the attorney's to represent our case in a proper manner has been a shocking experience and has been beyond neglectful.

However, we still believe in the Judicial System and are hopeful for the facts in this case to be represented in a proper manner.

Respectfully submitted,



Rev. Mary Ellen Harris

cc: Upstate law Firm, Attorney Kern Fuller, and Nicole, paralegal
Attorney George E. LaFaye, IV,
Attorney James Erwin
Paul B. Wickensimer, Greenville County Clerk of Court

STATE OF SOUTH CAROLINA)
)
COUNTY PICKENS)

**LEGAL SERVICES
AND FEE AGREEMENT
(HOURLY/RETAINER)**

1. RETAINER AGREEMENT:

IN CONSIDERATION OF THE LEGAL SERVICES TO BE RENDERED AND LEGAL ADVICE TO BE PROVIDED, according to the following paragraphs, the undersigned, **Rev. Mary Ellen Harris, on behalf of herself and Life & Hope Assembly of God, retain the UPSTATE LAW GROUP, LLC (hereinafter "the law firm") to represent them in Appellate Case No. 2012-205726.**

2. POWER TO SETTLE:

The attorney(s) accept said employment and are authorized to prosecute and pursue such claims on the client's behalf and to effect a compromise, subject to clients' approval, and to institute such legal action as may be advisable in the attorney(s)' judgment to enforce client(s)' rights. The attorney will not settle client's case without clients' approval.

3. A. ATTORNEY'S FEE:

Client will pay attorney's fees based upon the following rates:

\$200.00 per hour for a partner attorney's time;
\$175.00 per hour for an associate attorney's time;
\$125.00 per hour for law clerk time; and
\$100.00 per hour for paralegal time.

Client agrees to pay an initial attorney fee retainer of \$10,000.00 to be paid as follows: upon signing of this agreement, Client agrees to pay an initial attorney fee retainer of \$5,000.00. This shall be treated as an "advanced fee" under SCRPC 1.5 and will not be maintained in a separate trust account. Furthermore, Client may be entitled to a refund of any fees not earned under the above-referenced billing method. Client shall deposit the remaining \$5,000.00 no later than November 11, 2013. If Client fails to deposit the remaining \$5,000.00 by November 11, 2013, client agrees and understands that the law firm will withdraw as counsel in this matter.

Client authorizes and instructs law firm to draw against said retainer in the amount of the bills for attorney's fees. Client will, within 20 days of billing, place additional funds in the trust account sufficient to maintain a **minimum balance of \$1,000.00**. Additionally, should client's case be scheduled for oral arguments, attorney(s) may require an additional retainer to be deposited in an amount the law firm determines to be sufficient to cover the work remaining on client's case or a lesser amount as the attorney(s) elect.

Additionally, Client will be responsible for all costs as outline in Paragraph 4.

CLIENT IS RESPONSIBLE FOR PAYING ALL ATTORNEY'S FEES INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY FEES WITHIN 15 DAYS OF RECEIPT OF A BILL IS GROUNDS FOR THE ATTORNEY(S) TO WITHDRAW AS COUNSEL ON THE CASE. FAILURE TO MAINTAIN THE MINIMUM BALANCE AS STATED ABOVE IS GROUNDS FOR ATTORNEY(S) TO WITHDRAW AS COUNSEL ON THE CASE. FURTHER, CLIENT UNDERSTANDS THAT HIS/HER ACCOUNT MUST BE PAID IN FULL PRIOR TO ANY SCHEDULED COURT OR ADMINISTRATIVE PROCEEDINGS.

B. SCOPE OF REPRESENTATION:

This agreement applies only to the attorney(s)' services through a period ending with a final decision, verdict, or judgment of the Court of Appeals. If any appeal is taken from any such court, tribunal or agency, then an increase in attorney fees must be negotiated for further services to be performed in the form of an increase in the contingency percentage, an additional flat fee or other similar suitable arrangement. If no agreement for additional services is reached, then the client is deemed to have terminated the attorney.

4. COSTS:

CLIENT IS RESPONSIBLE FOR PAYING ALL COSTS INCURRED ON HIS/HER BEHALF AND WILL BE BILLED MONTHLY FOR PAYMENT OF SUCH. FAILURE TO PAY COSTS WITHIN 30 DAYS OF RECEIPT OF A COST BILL IS GROUNDS FOR THE ATTORNEY TO WITHDRAW AS COUNSEL ON THE CASE. A "cost" related to a law case is money expended, paid, or charged or payable to a third person for something related to the law case. Costs do not include attorney's fees and are separate from and in addition to attorney's fees. The costs of client's lawsuit will be advanced by the law firm and any costs advanced by the firm shall be paid upon distribution of any monies received by any settlement, judgment or otherwise and costs are in addition to any fees payable. Unpaid costs may also be deducted by the law firm from the client's portion of the monies disbursed. Costs are the responsibility of the client, regardless of the outcome of the case.

Costs include, but are not limited to, the following: a) postage, b) photocopy expenses, c) photography expenses, d) facsimile expenses, e) telephone and long distance expenses, f) expenses associated with mediation/arbitration, g) overnight express charges, h) deposition charges, i) expert witness charges, j) filing and other fees paid to courts, k) process server and other service related charges l) medical records procurement fees, m) doctor(s)' charges for opinions and any other monies paid to third persons as a part of your case, and n) mileage, lodging and travel costs, including hotel, airfare, meals, etc. The foregoing is not an exhaustive list of costs. Certainly, client will likely not incur all of the above costs. Client will be provided monthly bill detailing all costs incurred and charged to the file and advanced by the law firm. Monthly cost bills are payable upon receipt and in every case should be paid no more than 30 days from receipt by client.

If the firm, in its' discretion, borrows money from a lending or similar institution to finance the costs of your case, the interest on the borrowed funds shall also become a

cost advanced by the firm to be reimbursed by client. Client will be given notice and periodic accountings of the funds so utilized for costs and interest accrued.

5. TAX ADVICE:

Law firm hereby represents that no member of the firm or its' staff is competent to provide tax advice to you regarding taxation issues on any settlement or judgment proceeds or any other monies client may receive. If client has any questions regarding whether or not the monies she seeks and may receive will be taxable or to what extent she will be taxable they should consult an appropriate tax professional for such advice.

6. ASSOCIATE COUNSEL:

Client authorizes the law firm to associate other attorneys with the law firm in the prosecution of her claim. That attorney will usually be just as responsible for client's case as is the law firm. The law firm and any associate attorney(s) may agree amongst themselves as to how any fees paid pursuant to this contract will be split between them. In no event will the existence of any associate counsel who acts with the law firm in the prosecution of client's claim affect the amount of fees she pays under this contract. The amount of fees client pays is limited to the above and any agreement between associate counsel and the law firm will be based upon the specific fee set forth above and will be decided between the law firm and associate counsel.

7. ATTORNEY(S) RIGHT TO WITHDRAW:

The attorney(s) may, consistent with rules promulgated by the South Carolina Supreme Court and with any order of a court or tribunal, withdraw at any time by giving a reasonable written notice. If the attorney(s) withdraws, the attorney(s) shall be reimbursed for any and all costs advanced and fees incurred. Client agrees to provide and maintain current address and employment telephone information with the firm, to promptly return letters and or telephone calls requesting contact and to meet with the attorney(s) as requested. Client agrees to consider all facts, advice, and recommendations of the attorney in making decisions regarding the case or matter. Any failure of the client to abide by those provisions or any provision in this agreement shall be deemed by the law firm as consent to withdrawal.

8. CLIENT'S RIGHT TO TERMINATE AGREEMENT:

Client has a right, at any time she becomes dissatisfied with the law firm's service to inform the law firm that its' services are no longer needed and that she wishes to terminate this contract. In the event that she wishes to terminate the relationship with the law firm, she will be required to sign a written acknowledgement that the law firm will not serve as her attorney(s)' of record any longer and release the law firm of further obligations and client will be required to sign a consent order for submission to an appropriate court or tribunal relieving attorneys as counsel before her file will be released to her. Should the client terminate the relationship hereunder then the client shall be responsible for paying any costs advanced on the file and fees incurred on behalf of client to the point of the termination before the attorney shall be required to release the file.

9. FILE STORAGE POLICY:

Due to the limited storage facilities and volume of cases handled by the law firm the law firm hereby sets forth its' file storage and retention policy as follows. Client's file will be maintained by the law firm for a period of no less than six (6) years or as provided by the South Carolina Rules of Professional Responsibility. Thereafter, it is subject to destruction without notice to client. For approximately one (1) year after client's case is closed, it will be kept on-site at the law firm's offices. Thereafter, it will be kept at a storage facility. At some point after expiration of the six (6) year period, client's file will be destroyed. Client has a right to request a copy of her file or any original documents belonging to her at any point during the pendency of her case or subsequent to the conclusion of her case until her file is destroyed. However, should client request a copy subsequent to the conclusion of her case then the law firm has a right, to be exercised in its' sole discretion, to request that she pay a reasonable copying fee. She will only be asked to pay a reasonable copying fee if her file is voluminous.

10. ASSIGNMENT:

By signing below, client hereby irrevocably grants and assigns to the Upstate Law Group, LLC its fees as outlined in this contract and agrees that this assignment is irrevocable and enforceable against any and all rights client has to any benefits or monies that may be paid to client or on client's behalf as a result of any Court Order awarding fees and costs.

The assignment shall supersede and be superior to any and all assignments previously executed by client to any individual or entity relating to the same benefits or monies. This assignment cannot be revoked by client after client's case has been settled, tried or at such point as monies or benefits have been procured for client or on client's behalf.

Signed this 13th day of Sept, 2013.


Rev. Mary Ellen Harris
Life & Hope Assembly of God


Upstate Law Group, LLC

te. 9 / 13 / 13 No.

ceived from Life & Hope Assembly of God

ount 5000.00

payment of 1/2 retained

cash money order credit card check # 3166

amount due: 10,000.00

amount paid: 5000.00

balance: 5000.00

from _____ to _____

signature: [Handwritten Signature]

42SWS

Amount: \$5,000.00
Account: 223012688569
Bank Number: 05390448

Sequence Number: 9592914344
Capture Date: 09/23/2013
Check Number: 3166

LIFE & HOPE ASSEMBLY OF GOD 12-11
PO BOX 26431
GREENVILLE SC 29616-1431

3166

87-448/539 SC
1871

Pay To The
Order Of

9-13-2013
Upstate Law Firm
Five thousand & 00/100

\$ 5,000.⁰⁰

Dollars

Security
feature
Date on
back.

Bank of America

ACH R/T 063904483

For

Retainer Fee

Allen Harris

⑆053904483⑆ 223012688569⑆3166

No Handwritten

FOR DEPOSIT ONLY
UPSTATE LAW GROUP, L.L.C.
5079000997

UPSTATE LAW GROUP, L.L.C. is a member of the Federal Reserve System. This check is payable to the order of the account holder. The account holder is responsible for the accuracy of the information provided on this check. If you have any questions, please contact the account holder. This check is not valid for cashing at any other location. Thank you for your business.

LIFE AND HOPE ASSEMBLY OF GOD

P.O. Box 20431

Greenville, South Carolina 29616

Pastors: Rev. Ellen Harris & James Harris * Phone 864-244-9735

September 12, 2013

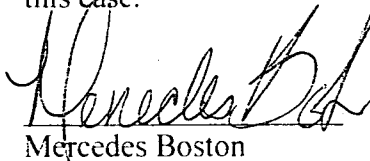
Upstate Law Group
200 East Main Street
Easley, South Carolina 29640

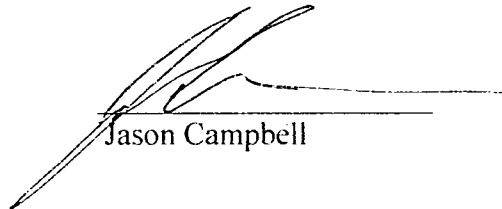
Att: Nicole L. Thornton

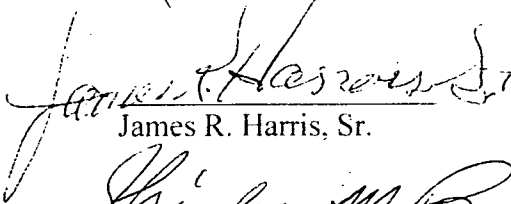
RE: The Estate of Gordon W. Bridwell, Jr., vs. Life and Hope
Assembly of God and Reverend Mary Ellen Harris, Pastor.

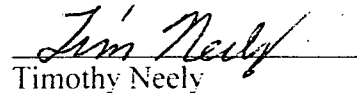
Appellate Case No. 2012-205726

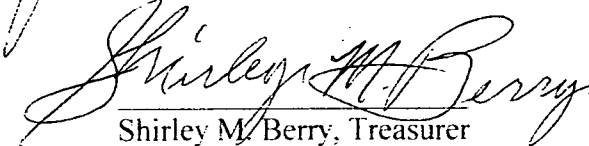
The members of the official board and officers of Life and Hope Assembly of God have agreed for the Upstate Law Group LLC, Easley, South Carolina to proceed with the appeal in the above captioned case. Further agree for our pastor Reverend Mary Ellen Harris be represented separate and individually in this case.

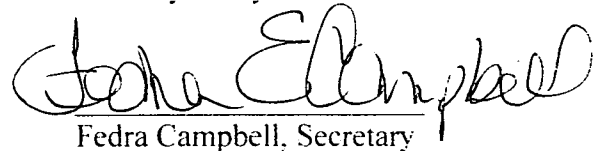

Mercedes Boston


Jason Campbell

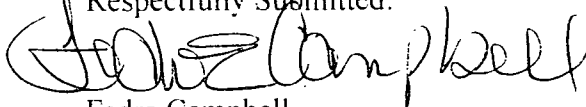

James R. Harris, Sr.


Timothy Neely


Shirley M. Berry, Treasurer


Fedra Campbell, Secretary

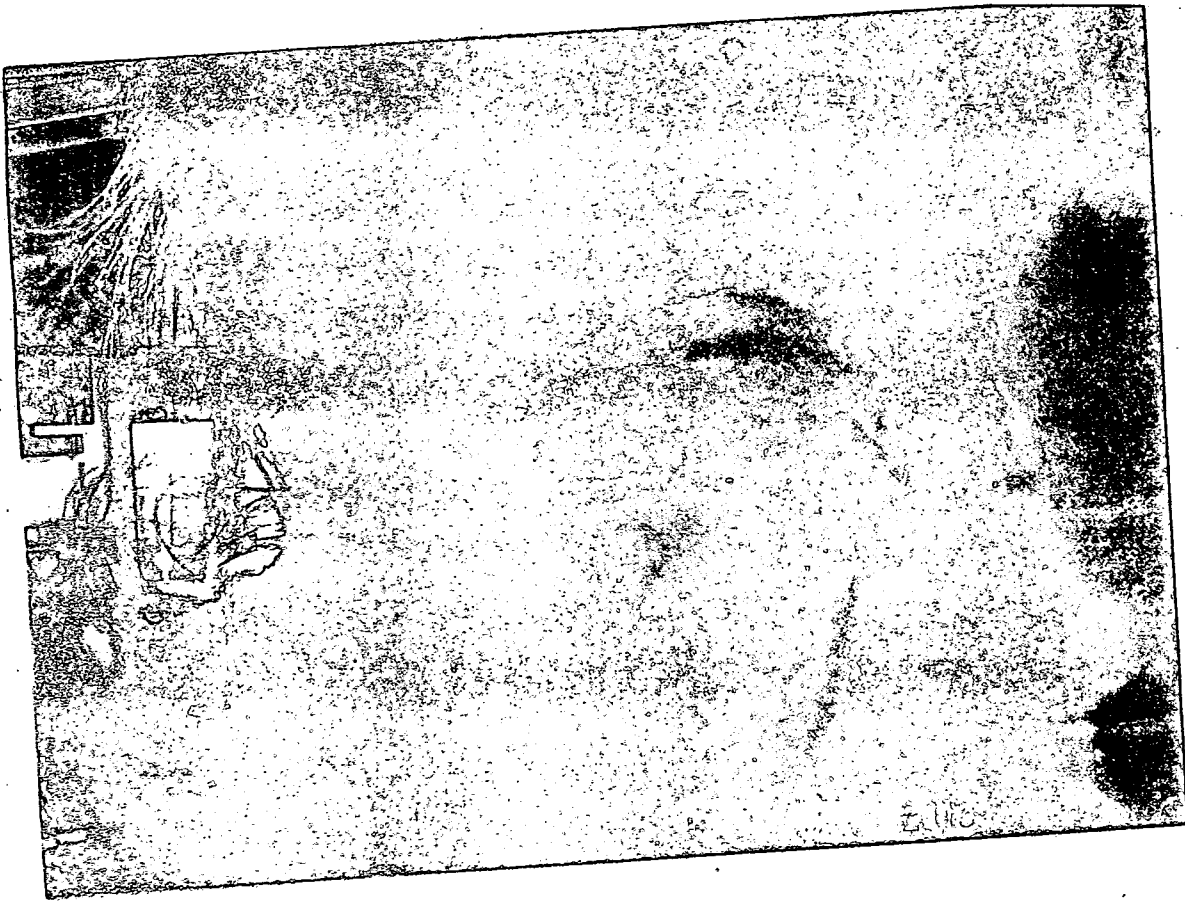
Respectfully Submitted:


Fedra Campbell
Secretary

cc: Files

There is Life and Hope in Christ Jesus

Church Located, 1325 Brushy Creek Rd., Taylors, S.C. Celebrating 40 Years



I had a fractured left arm and facial injuries, Compression fracture
fractured rt foot. My daughter
had head neck & shoulder injuries } of the
We are Blessed to have survived the accident } of spine



LIFE AND HOPE ASSEMBLY OF GOD

P.O. Box 26431

Greenville, South Carolina 29616

Pastors: Rev. Ellen Harris & James Harris * Phone 864-244-9735

November 6, 2013

Upstate Law Firm
Candy Kerns Fuller, Attorney at Law
and Nicole, Paralegal
200 East Main Street
Easley, South Carolina 29640

Dear Attorney Fuller and Nicole:

RE: Appellate Case No.: 2012-205726

According to the attached letters from the South Carolina State Appellate Court Rules 208 and 209 of the South Carolina Appellate Court Rules have dismissed the above stated case as the Appellants' failed to file the initial brief and designation of the matters as required.

Having received these letters from the Appellate Court the board members and members of the church and I are in shock. On September 13, 2013, I, Mary Ellen Harris, pastor met with you Nicole as the paralegal representing the law firm. With the approval of the church board members, I signed the Retainer Agreement provided in the office of Upstate Law Firm. I provided all the documents and information in my possession to the law firm..

I had written a letter to the South Carolina Appellate Court to inform them I was retaining Upstate Law Firm to file the brief in our case. Nicole, you assured me I did not need to send the letter to the Appellate Court if I had signed the Retainer Agreement and paid the \$5,000.00 Attorney Fuller would notify the Appellate Court she was the attorney representing me and the church. This agreement was typed in yours office prior to my coming to the law firm as I had spoken to you earlier that the Appellate Court stated I could represent myself. However, due to an serious injuries I sustained from as automobile accident I was

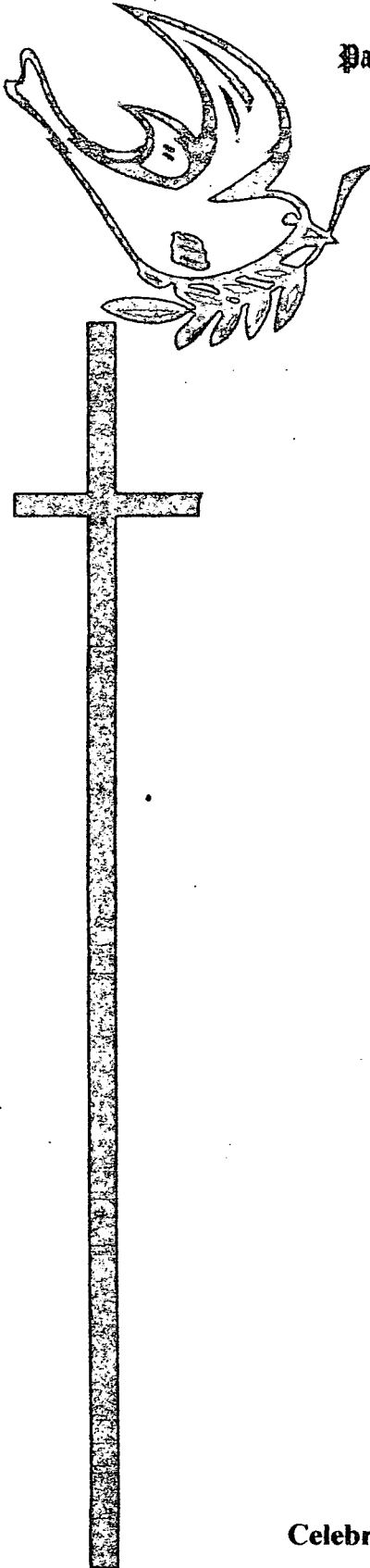
There Is Life and Hope in Christ Jesus

Celebrating 41 years -located at: 1325 Brushy Creek Rd., Taylors, S.C. 29687

RECEIVED

NOV 21 2013

SC Court of Appeals



unable to represent myself due to the accident causing a compression fracture in my spine.

The same day I signed the Retainer Agreement I wrote a check as requested by the law firm for \$5,000.00. I also spoke to you regarding some other concerns I had about the case. You again assured me that Attorney Fuller would call me later for an appointment to discuss all the concerns I had shared before she filed the brief to the court with you which were as follows:

(1) Attorney Fuller would go over the transcripts with me to bring some clarity and better understanding of my answers in the transcript, especially the phrase in almost every sentence stating, "I'm sorry, as this statement does not make any sense unless the reader is aware that I was very sick with a 102 temperature. I was in excruciating pain. Due to the nausea I was unable to take my pain medication oxycotin, and Loritab that morning, or later in the day as prescribed by my pain physician for break through pain for recovery from a broken leg, My request to re-schedule the case due to my sickness and pain was denied at the request of the opposing attorney, George Lafaye.

(2) I shared with you that I had paid Attorney James Erwin \$355.00 who was attorney of representation for our case for the depositions yet I had never received copies of my deposition which, were taken in the office of attorney George Lafaye, even though I had requested a copy of the deposition by letter two times, by phone calls to his office two times and by going by his office once to pick up the deposition. He had told me he left the depositions in his mailbox for me. These depositions were not in the small mailbox by the front entrance. As of the date of court, September 2011 I had not received a copy and had to answer questions from attorney George LaFaye during court September 2011 without having seen or read the deposition. Nicole, you assured me that Attorney Fuller would be able to get a copy of the deposition prior to filing the appellate brief, and would call me to the office when she received the deposition to clarify my answers in the deposition. You also promised I would receive a copy of the brief prior to filing with the Appellate Court, which I never received. I have also never received a call from anyone at Upstate Law Firm regarding this matter. I made calls to the office to inquire about my meeting with the attorney. I did not receive a return call. I called again and did receive a return call from Nicole informing me that you close on Friday afternoon and do not return the calls. You further stated that Candy Fuller was out of town that she took our file with her and would be working on the brief. I asked you to have Candy call me. I did receive a return call from Candy (according to my phone) the call was received pm on the same day the brief was to be filed. Candy you stated you were out of town and you had my entire file with you and was working on the brief. You stated you would email the brief in before midnight and send a hard copy the next day. I specifically asked you if that would be ok. Attorney Fuller you stated I am an attorney don't worry about it. I then asked if you were ok. You stated yes, that your daughter was married this evening and you had just left your daughter's reception to work on the file and not to worry that you would get the brief done. That was my last conversation with you or with anyone from Upstate Law Firm.

The bottom line is that for some reason you failed to perform your duty as our attorney to file the appellate brief in this case. Due to the lack of performance by you and your law firm to file the brief in our case to the Appellate Court in a timely manner it has resulted in our case being dismissed.

Attached are the copies of documents as evidence regarding this case:

1. A copy of the Retainer Agreement with Upstate Law Firm signed September 13, 2013 to represent Rev. Mary Ellen Harris and Life and Hope Assembly of God in Appellate Case No.: 2012-205726
2. A copy of the receipt from Upstate Law Firm
3. A copy of the check for \$5,000.00 from Life and Hope Assembly of God Church (front and back), which, indicates the check was cashed by Upstate Law Firm.
4. A copy of the signatures of the board members of the church.
5. Copies of the facial injuries I suffered which caused me to be unable to represent myself.

Due to the fact that no communication or explanation by mail or phone has been received from your law firm regarding your failure to file the required brief to the Appellate Court in a timely manner, it is my decision and the decision of the board members of the church to dismiss Upstate Law Firm as the representing attorney for this case. We request you return the \$5,000.00 that was paid to Upstate Law Firm, so that we can obtain representation to go forward with this case.

Sincerely,



Rev. Mary Ellen Harris

cc: South Carolina State Appellate Court
George W. Lafaye, IV
Paul Wickemsimer, Greenville County Clerk of Court

The South Carolina Court of Appeals

The Estate of Gordon W. Bridwell, Jr. by Raymond
Eddie Bridwell, Personal Representative, Respondent,

v.

Life and Hope Assembly of God, Mary Ellen Harris, and
John Doe, Representing, unknown persons claiming to
Life and Hope Assembly of God, Appellants.

Appellate Case No. 2012-205726

The Honorable Robin B. Stilwell
Greenville County
Trial Court Case No. 2010CP2302382

ORDER

Appellants have failed to serve and file the appellants' initial brief and designation of matter, as required by Rules 208 and 209 of the South Carolina Appellate Court Rules, and as instructed in the Court's letter of August 30, 2013. Accordingly, this matter is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

Columbia, South Carolina

FILED
10/11/13 GAC



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

October 29, 2013

The Honorable Paul B. Wickensimer
Courthouse
305 E North St
Greenville SC 29601-2121

REMITTITUR

Re: The Estate of G. Bridwell v. Life
Lower Court Case No. 2010CP2302382
Appellate Case No. 2012-205726

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

V. Claire Allen, Deputy

CLERK

Enclosure

cc: Mary Ellen Harris
George Eugene Lafaye, IV