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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

The Honorable Benjamin H. Culbertson, Presiding Circuit Court Judge
The Honorable William H. Seals, Jr., Presiding Circuit Court Judge
The Honorable William P. Keesley, Presiding Circuit Court Judge

Circuit Court Case No. 2022-CP-22-00650
Court of Appeals Case No. 2026-000265

Frank Henderson and Antioch Group Appellants,

v.

Abundance Home Care and Tyrhonda Priest.....Respondents,

**RESPONDENTS' RESPONSE IN OPPOSITION TO APPELLANTS' REQUEST FOR
LEAVE TO MAKE MOTIONS PURSUANT TO RULE 60, SCRPC**

Respondents Abundance Home Care ("Abundance") and Tyrhonda Priest ("Priest")
(collectively, "Respondents") file this Response in opposition to Appellants' request and
respectfully request this Court to deny Appellants' Request for Leave to File Rule 60 Motions,
based on the reasoning set forth below.

STATEMENT OF THE CASE

On January 14, 2026, Appellants filed a Motion for Relief under Rules 52, 54, 55, 59, and
60 (the "Post-Trial Motion") for the Order of Judgment issued on January 5, 2026 (the
"Judgment"). On January 23, 2026, the Circuit Court scheduled a hearing on Appellants' motion
for February 12, 2026.

Appellants filed their Notice of Appeal on February 4, 2026, appealing the Order of Judgment issued on January 5, 2026, the Order Appointing Receiver issued on January 15, 2026, along with eight (8) other prior intermediate orders.

By filing the Notice of Appeal, the Appellants placed jurisdiction of the case exclusively with the Court of Appeals and waived further action by the Circuit Court on Motion for Relief filed January 14, 2026.

On March 2, 2026, Appellants filed a Motion for Stay of Execution and Motion to Vacate the Receiver in a single filing. The Circuit Court rejected the filing, and on March 3, 2026, instructed Appellants' counsel to file the Motion to Stay as a separate motion, as the Circuit Court did not have jurisdiction to hear the Motion to Vacate the Receiver based on the pending appeal.

PROCEDURAL HISTORY

This case was initiated by Appellants filing a Summons and Complaint in the Georgetown Court of Common Pleas on August 3, 2022. Appellants filed an Amended Summons and Complaint on August 10, 2022. Appellants' Complaint consisted of two causes of action for (1) Breach of Contract and (2) Fraudulent Act. Appellants alleged that, sometime on or around December 2021, Respondents breached the Partnership Agreement entered into by the parties on March 24, 2018, and that Appellants were entitled to Fifty Percent (50%) of the profits received by Respondents since the alleged breach of the Partnership Agreement.

Respondents were served with the Amended Summons and Complaint on January 17, 2023. A Consent Motion was filed by the parties on February 6, 2023, extending Respondents' time to file responsive pleadings until March 17, 2023.

On March 15, 2023, Respondents issued subpoenas to Marshall Looper and Still Water

Financial, the former bookkeeper for Abundance Home Care hired by Plaintiff Henderson and also issued a subpoena to Heart of the Carolinas, LLC, a third-party entity owned and operated by Plaintiff Frank Henderson, based on funds being transferred to accounts belonging to Heart of the Carolinas and Heart of the Carolinas' accounts being listed on documents filed with banks and used to obtain SBA and PPP loans.

Respondents filed their Answer and Counterclaims on March 16, 2023. Respondents' counterclaims alleged that Appellants had breached the Partnership Agreement by obtaining fraudulent loans without authorization, failing to make company books and accounts available, failing to account for private profits, commingling company finances with other individuals and/or entities, and engaging in business ventures that directly conflicted with Appellants' status as a partner. Respondents' counterclaims consisted of nine (9) causes of action: (1) Breach of Contract/Breach of Contract Accompanied by Fraudulent Act; (2) Breach of Duty of Good Faith and Fair Dealing; (3) Breach of Fiduciary Duty; (4) Breach of Contract – Breach of Duty of Loyalty; (5) Conversion; (6) Misrepresentation/Negligent Misrepresentation; (7) Fraud; (8) Unjust Enrichment; and (9) Accounting/Accounting of Private Profits.

Respondents' initial discovery requests were served on Appellants' counsel on March 16, 2023, the same day Respondents filed their Answer and Counterclaims.

Appellants provided their initial discovery responses to Respondents on June 22, 2023. On February 22, 2024, counsel for Respondents sent a deficiency letter to Appellants' counsel detailing deficient interrogatory responses and additional production that was needed from Appellants. Appellants provided supplemental discovery on March 20, 2024; however, Respondents' counsel responded that same day to inform Appellants' counsel that there were still numerous deficiencies in the discovery responses which had not been remedied, and they

would be proceeding with filing a Motion to Compel.

Respondents' Motions to Compel:

On March 20, 2024, counsel for Respondents filed two separate Motions to Compel: one seeking to compel discovery responses from Appellants, and another seeking to compel production through a subpoena request to Heart of the Carolinas, LLC, a third-party entity owned and operated by Plaintiff Frank Henderson. *See* **Exhibit A (Respondents' March 20, 2024 Motion to Compel Discovery Responses and Exhibits)**; **Exhibit B (Respondents' March 20, 2024 Motion to Compel Subpoena Production from Heart of the Carolinas, LLC and Exhibits)**.

A hearing on Respondents' Motion to Compel was set for April 26, 2024. Appellants' counsel provided additional supplemental discovery responses on April 18, 2024, and on April 24, 2024, counsel for Respondents filed a letter notifying the Court that additional discovery had been received from Appellants and requesting a continuance for the hearings on Respondents' Motions to Compel until after the mediation that was scheduled to take place on May 3, 2024.

Mediation between the parties ultimately resulted in an impasse, and the hearings on Respondents' Motions to Compel were rescheduled for July 25, 2024. At the hearing on Respondents' Motions to Compel, the Motions were resolved by an agreement between counsel for the parties wherein Appellants agreed to fully comply with Respondents' discovery requests within forty-five (45) days of the hearing. Appellants' counsel also represented that she would be representing the third-party, Heart of the Carolinas, LLC, and informed the Court that Heart of the Carolinas would comply with the subpoena request within forty-five (45) days of the hearing, as well. On July 30, 2024, the Honorable Judge Hyman entered an Order based on the parties' agreement, ordering Appellants' compliance with Respondents' discovery requests and Heart of

the Carolinas' compliance with Respondents' subpoena within forty-five (45) days. *See **Exhibit C** (July 30, 2024, Form 4 on Respondents' Motions to Compel).*

In discussions between counsel following the hearing, Respondents' counsel agreed to extend the time frame for Appellants to comply with the order to sixty (60) days.

Respondents' First Rule to Show Cause:

Ultimately, both Appellants and Heart of the Carolinas, LLC, failed to comply with the July 30, 2024, Order compelling discovery requests and subpoena production. As a result, Respondents filed their first Rule to Show Cause on January 15, 2025, based upon Appellants' and Heart of the Carolinas, LLC's non-compliance with the July 30, 2024, Order. *See **Exhibit D** (January 15, 2025, Rule to Show Cause and Exhibits).*

A hearing was held on Respondents' Rule to Show Cause on February 20, 2025. Counsel for the parties once again reached an agreement regarding the requested discovery and put that agreement on record.

The agreement put on the record by the parties at the February 20, 2025, Rule to Show Cause hearing was as follows: (1) Appellants were to pay \$1,500 to Respondents' attorney within seven (7) days of the hearing for necessitating the Rule to Show Cause; (2) Appellants would produce all monthly bank statements for the Heart of the Carolinas account ending in - 8969 for the period of January 1, 2018 through December 31, 2022 within seven (7) days of the hearing; and (3) all other outstanding bank statements identified in the March 16, 2023, deficiency letter attached as Exhibit B to the Motion to Compel filed on March 20, 2024 for the period of January 1, 2018 through December 31, 2022, as well as any other interrogatories or requests for production addressed therein, would be produced within thirty (30) days of the hearing.

On March 3, 2025, counsel for Respondents sent an email to Appellants' counsel inquiring as to the status of the bank statements for the Heart of the Carolinas ending in -8969 and attorney fee payment that had been due on February 27, 2025, pursuant to the parties' agreement at the Rule to Show Cause hearing. Appellants' counsel responded that same day, providing an electronic bank record for the Heart of the Carolinas account ending in -8969 she had received from Appellant Frank Henderson and stating that her client had mailed out the check for attorneys' fees that same day.

On March 5, 2025, Respondents' counsel responded to the email stating that the electronic bank record was insufficient as it appeared to be from some accounting application, and that actual copies of monthly bank statements for the time frame of January 1, 2018 to December 31, 2022 were needed to properly evaluate if funds had been misappropriated and to fully comply with the discovery request.

Counsel for Respondents sent another email on March 10, 2025, again following up on the status of the bank records and attorney fee payment. Appellants' counsel responded that same day stating that the check had been mailed out on March 6, 2025, and that she was still waiting on Appellants to provide her with the necessary documents for production.

On March 25, 2025, counsel for Respondents' once again sent an email inquiring as to the status of the bank statements for the Heart of the Carolinas ending in -8969 and also notifying Appellants' counsel that they were now past the agreed upon thirty (30) day deadline to produce the remaining discovery sought through the deficiency letter and agreed upon at the February 20, 2025, hearing on Respondents' Rule to Show Cause. Later that same day, Appellants' counsel shared a Dropbox link to the bank statements she had received from Appellants. The documents produced contained only 22 statements from the Heart of the

Carolinas account ending in -8969, and none of the additional discovery Appellants were obligated to produce or respond to.

On April 1, 2025, Respondents' counsel sent an email informing Appellants' counsel that the Dropbox link only contained 22 monthly statements from the Heart of the Carolinas account ending in -8969 for the agreed upon time frame of January 1, 2018 to December 31, 2022, and also noting that all of these statements were supposed to be produced within seven (7) days of the February 20, 2025 hearing, and it was now more than forty (40) days after the hearing and Appellants had only produced partial statements for the one account that was supposed to be produced within one week of the hearing. Counsel for Respondents requested confirmation that all the discovery would be produced by the end of the week, and informed Appellants' counsel of their intent to file a motion for contempt and sanctions in which they would be seeking to strike Appellants' pleadings based on Appellants' continued pattern of willful discovery abuse and disregard for the Court Orders if the discovery was not received by the end of the week.

On April 11, 2025, a Date Certain Roster Meeting was held, and counsel for the parties agreed to a date certain of December 15, 2025, for the trial in this matter. A Form 4 Order was issued on April 15, 2025, setting this matter as Number 1 on a date certain roster scheduled for December 15, 2025 in the Georgetown Court of Common Pleas.

Respondents' Second Rule to Show Cause/Motion for Contempt and Sanctions:

On April 25, 2025, Respondents filed a Rule to Show Cause and Request for Contempt Sanctions, and seeking to strike Appellants' pleadings as part of the relief sought. A hearing on Respondents' Motion was set for May 22, 2025.

On May 20, 2025, just two (2) days prior to the hearing on Respondents' Rule to Show Cause and Request for Contempt Sanctions, Appellants produced additional bank statements for

the Heart of the Carolinas account ending in -8969 which covered the period through the end of 2021; however, no statements were produced for the year 2022. Appellants failed to produce or comply with the remainder of the agreement and Order compelling discovery.

At the hearing on Respondents' Rule to Show Cause and Request for Contempt Sanctions on May 22, 2025, counsel for Respondents presented arguments regarding Appellants' repeated noncompliance with discovery and court orders, despite Appellants' assurances to this Court that they would comply with discovery on two prior occasions. Counsel for Respondents argued that Respondents had been prejudiced by the inability to conduct any forensic accounting or meaningfully depose Appellants due to the lack of discovery, and that the severity of the relief sought was supported given that the trial was set to take place before the end of the year. Respondents' counsel also submitted an attorney fee affidavit prior to the hearing, seeking attorneys' fees in the amount of Nine Thousand, Two Hundred Thirty-Six Dollars and Sixty-Seven Cents (\$9,236.67) which had been incurred by Respondents as a direct result of Appellants' discovery abuses over the course of this litigation, which had necessitated the prior Motions to Compel and Rule to Show Causes.

Appellants' counsel informed the Court that she had stressed the importance of compliance with her clients, had notified Appellants of the possible severity of the repercussions for noncompliance, and had received little communication in the preceding months from Appellants. Appellants' counsel represented that Appellant Henderson had informed her of a medical issue which was responsible for his delayed compliance with the discovery and urged the Court for an additional thirty (30) days to allow for Appellants to comply before the Court granted any of the relief sought by Respondents. Following the hearing, the Circuit Court issued a Form 4 granting Respondents Motion and sanctioning Appellants. See **Exhibit E (May 22,**

2025, Form 4 Granting Request for Sanctions).

On June 16, 2025, the Honorable William P. Keesley issued an Order granting Respondents' Motion for Sanctions and striking the pleadings of Appellants in accordance with Rule 37 of the South Carolina Rules of Civil Procedure. *See **Exhibit F (June 16, 2025, Sanctions Order)***. Notably, the Order stated, in part:

Appellants representations to Respondents and the Court during the first Motion to Compel hearing on July 25, 2024, that they would produce the sought discovery, failing to and forcing a second Motion to Compel to be filed by Respondents, and the subsequent willful noncompliance with the representations at the February 20, 2025 Motion to Compel hearing are a continuation of Appellants' dilatory tactics throughout this case which have prejudiced Respondents' ability to defend against Appellants' claims and support their counterclaims with discoverable information necessary to prepare for trial. Appellants were aware that a trial was imminent. Appellants made numerous representations that they would produce the discovery both prior to and subsequent to both hearings on Respondents' Motions to Compel, all along breaching the deadlines and extensions to deadlines granted by Respondents' counsel. In the wake of those representations, Appellants' failure to comply with the July 30, 2024 and February 25, 2025 Orders of the Court demonstrate a clear willful disobedience towards Court orders and callous disregard for the Respondents' rights. In choosing to make false representations to opposing counsel, and even their own counsel, Appellants effectively wasted over a year's worth of time. These actions alone are sufficient to grant an order of sanctions striking the pleadings of Appellants. When taken as a whole in context with the Appellants' prior discovery abuse, monetary sanctions and continuing noncompliance with orders and the Rules of Civil Procedure, it is apparent to this Court that no other sanction is likely to have an effect on the behavior of these Appellants.

At the time this Order was entered, there had been no ruling made on the attorneys' fees sought by Respondents as a direct result of Appellants' discovery abuse based on the affidavit of attorneys' fees filed by Respondents' counsel.¹

¹ Based on the record, Appellants never filed a response to the Attorney Fee Affidavit filed on May 21, 2025, seeking \$9,236.67 in attorneys' fees for Appellants' discovery abuses and Judge Keesley has not issued a subsequent Order ruling on the attorneys' fees sought through Defendants' Motion for Sanctions.

Respondents' Motion for Default and Default Judgment:

On September 3, 2025, Respondents filed a Motion for Entry of Default, Affidavit of Default, and Motion for Default Judgment Against Appellants' Frank Henderson and Antioch Group.

In their Motion for Entry of Default, Respondents noted that their Answer and Counterclaims were filed on March 16, 2023, and Appellants failed to file a Reply within thirty (30) days of the Counterclaims. Respondents further supported their Motion by referencing the June 16, 2025, Order which resulted in the striking of Appellants' pleadings. Respondents requested a Damages Hearing as part of their Motion for Default Judgment since their claims did not involve a liquidated amount or sum certain owed and sought to have the Damages Hearing take place at the previously scheduled trial date of December 15, 2025.

On September 3, 2025, following the filing of Respondents' Motions, Appellants filed a Reply to the Respondents' Counterclaim.

A hearing was set for September 25, 2025, on Respondents' Motions, but an Order of Continuance was issued by the Court on September 23, 2025, based on a scheduling conflict arising from Appellants' counsel being scheduled for a two (2) day trial in Richland County.

The hearing on Respondents' Motions was reset for October 23, 2025, and on October 22, 2025, Appellants' attorney filed a Return to Respondents' Motion for Entry of Default. Appellants' counsel argued that the Reply was drafted on March 21, 2023, and inadvertently not filed with the Court, and that Appellants' counsel filed the Reply on September 3, 2025, upon realizing the error and requested the Court not to grant Entry of Default Judgment.

A hearing on Respondents' Motions was held via WebEx on October 23, 2025, before the Honorable William H. Seals, Jr., and a Form 4 Order was issued on October 24, 2025, granting

Respondents' Motions for Entry of Default and Entry of Default Judgment, and setting the Damages Hearing in this matter for December 15, 2025. *See* **Exhibit G (October 24, 2025, Form 4 Granting Entry of Default and Default Judgment)**.

Consent Order Relieving Appellants' Counsel:

On October 28, 2025, Appellants' counsel filed a Consent Order Relieving Counsel based on deterioration of the attorney-client relationship, which was signed by Appellants' former counsel and Appellant Frank Henderson. The Court issued the Order on October 29, 2025. *See* **Exhibit H (October 29, 2025, Consent Order Relieving Counsel)**.

However, Respondents' counsel had not been conferred prior to the filing of the Consent Order, and on October 29, 2025, informed Appellants' former counsel that their consent was needed as well, and Respondents would consent, but the order needed to include language that there would be no further delays or continuances in this case and that the damages hearing set for December 15, 2025, shall proceed as scheduled.

Appellants' former counsel responded that they would circulate a revised order, but that she would be out of the office until November 5, 2025. Respondents' counsel sent their redlined changes to the Consent Order on October 29, 2025.

The proposed Amended Consent Order was signed by Appellant Henderson both in his individual capacity and as the authorized representative for Appellant Antioch Group on November 19, 2025, and Respondents counsel signed on November 20, 2025.

The Amended Consent Order Relieving Counsel was electronically signed by the Honorable Benjamin H. Culbertson on November 25, 2025, included explicit language stating that, "opposing counsel does not object to Yvonne Murray-Boyles being relieved as counsel, so long as the Appellants are aware that this shall not constitute grounds for any delays or

continuances to be granted in this matter, and the damages hearing set for December 15, 2025, shall proceed as scheduled.” The Amended Consent Order further noted that the damages hearing “shall proceed as scheduled regardless of it or when Appellants retain new counsel prior to the damages hearing.” See **Exhibit I** (November 25, 2025, Amended Consent Order Relieving Counsel).

A Damages Hearing was held on December 15, 2025, presided over by the Honorable Benjamin H. Culbertson. Appellants did not appear despite having proper notice of the hearing which was sent by Respondents’ counsel on November 26, 2015 to the address that Appellants requested notice be sent in the Consent Order and Amended Consent Order Relieving counsel. The Respondents were present with their counsel and the Court heard testimony from Defendant Tyrhonda Priest as to the damages, which were corroborated by twenty-one (21) exhibits which were entered into the record as evidence.

Respondents presented twenty-one (21) exhibits which were entered as evidence which consisted, in part, of the Partnership Agreement executed on March 24, 2018, a lease agreement for a property that was supposed to be converted into a residential care facility, PPP and HRSA loan applications, documents prepared by Respondents’ forensic accountant, Secretary of State filings for Abundance Home Care 2, LLC, records from Greenville County showing where Appellant Henderson previously pled guilty to two (2) counts of forgery in 2016, emails obtained from Still Water Financial through a subpoena, emails produced by Appellants, bank statements showing misappropriated funds, the 2020 Ledger for Abundance obtained from Still Water Financial via subpoena, the 2021 Annual Budget for Abundance prepared by Still Water Financial and Appellant Henderson, Abundance’s annual Profit and Loss statements, and documents prepared by Respondents’ counsel showing calculations for the actual damages and

lost profits incurred by Respondents as a result of Appellants' conduct.

Based on the testimony and evidence presented to the Court at the December 15, 2025, Damages Hearing, the Court awarded Respondents One Hundred Ninety-Five Thousand, Five Hundred Seventy-Four Dollars and Sixty-Two Cents (\$195,574.62) in actual damages, Seven Hundred Eighty-Two Thousand, Two Hundred Ninety-Eight Dollars and Forty-Eight cents (\$782,298.48) in punitive damages, and One Million, Eight Hundred Ninety-Two Thousand, One Hundred Eighty-Seven Dollars and Eighty-One Cents (\$1,892,187.81) in lost profits—for a total damages award of Two Million, Eight Hundred Seventy Thousand, Sixty Dollars and Ninety-One Cents (\$2,870,060.91). A Form 4 was entered on December 16, 2025.

On December 17, 2025, counsel for Respondents filed a Motion for Appointment of Receiver in the matter, and on December 19, 2025, Respondents filed a Motion for Temporary Restraining Order along with an affidavit of Tyrhonda Priest.

On December 29, 2025, a Notice of Hearing and Service was filed for Respondents' Motion to Appoint Receiver, with a hearing date set for January 15, 2026. Respondents' counsel also received an email from Appellant Frank Henderson on December 29, 2025, confirming that he had received the notice of the Judgment and Motion for Appointment of Receiver and notice of the hearing that had been sent by Respondents' counsel. *See **Exhibit J** (December 29, 2025, Email from Appellant Frank Henderson).*

On December 30, 2025, the Proposed Order of Judgment was e-filed by Respondents' counsel.

On January 2, 2026, attorney Wesley D. Few entered a Notice of Appearance on behalf of Appellants.

On January 5, 2026, Judge Culbertson issued the Order of Judgment (the "Judgment").

That same day, a notice was issued that the Chief Administrative Judge declined to sign the Temporary Restraining Order filed by Respondents on December 19, 2025.

On January 6, 2026, attorney Ryan L. Beasley entered his Notice of Appearance for the Appellants.

On January 7, 2026, Appellants' new counsel filed a Motion for Continuance of the Receivership Hearing set for January 15, 2026, and on January 8, 2026, counsel for Respondents filed a Response in Opposition to Plaintiff's Motion for Continuance.

On January 12, 2026, Walt Tollison filed a letter with the Circuit Court notifying them that he would consent to being appointed as a receiver in this matter if the Respondents' motion was granted at the hearing.

On January 13, 2026, the Clerk of Court filed a Return Receipt of the Notice of Defendant's Motion for Appointment of Receiver, which was mailed via Certified Mail on December 19, 2025, and signed for on January 6, 2026.

On January 14, 2026, Appellants filed the Affidavit of Frank Henderson, followed by a Motion captioned "*Plaintiffs' Notice of Motion and Motion for Relief under Rules 52, 54, 55, 59, and 60 of Orders Filed Oct. 24, 2025 (Form4), and Jan. 5, 2026 and Opposition to Emergency Motion for Receivership*" (the "Post-Trial Motion").

A hearing was held on January 15, 2026, in front of Judge Culbertson on Appellants' Motion for Continuance and Respondents' Motion for Appointment of Receiver. After hearing oral arguments, the Court denied Appellants' Motion for Continuance and granted Respondents' Motion for Appointment of Receiver. The Circuit Court issued a Form 4 on the parties' motions and the Order Appointing Receiver (the "Receiver Order") the same day.

On February 4, 2026, Appellants filed a Notice of Appeal and Ainsley Tillman filed a

Notice of Appearance on behalf of Appellants. Appellants also issued subpoenas to Coastal Carolina National Bank and TD Bank and sent Respondents' counsel copies of the subpoenas issued. Respondents replied by inquiring into what authority permitted Appellants' counsel to conduct post-judgment discovery and third-party discovery without first obtaining leave of court.

On February 5, 2026, the parties filed a Supplemental Receiver Consent Order signed off on by all parties, including the receiver and Appellants' counsel. Later that same day, Appellants filed an Affidavit of John Marshall Looper along with a separate filing of exhibits.

On February 6, 2026, Respondents' counsel sent a follow up email to Appellants' counsel asking if the subpoenas issued on February 4, 2026, would be withdrawn, or if they would need to seek the court's intervention.

On February 12, 2026, Appellants filed an affidavit of Justin M. Lee.

On February 26, 2026, Respondents' counsel again emailed Appellants' counsel about stopping the issuance of subpoenas and conducting post-judgment discovery and attached a copy of the May 21, 2024, Scheduling Order mandating a December 15, 2024, deadline on discovery. *See **Exhibit K** (May 21, 2024, Consent Scheduling Order).*

The Circuit Court issued an Execution of Judgment on February 27, 2026.

On February 28, 2026, Respondents filed a Motion for Protective Order with the Circuit Court based on Appellants' counsel's continued issuance of subpoenas and refusal to abide by the Scheduling Order issued on May 21, 2024. The Circuit Court rejected the filing of Respondents' Motion for Protective Order due to the case being on appeal and stating in the rejection notice that "[m]otions cannot be filed on a case that is on appeal."

On March 3, 2026, Appellants filed a Motion to Stay Execution/Motion to Vacate the Receiver Order. However, Appellants' filing was rejected, and Judge Hyman instructed

Appellants to re-file the motions separately if they wanted to be heard on their Motion to Stay Execution, as the Motion to Vacate Receivership could not be heard due to the case being on appeal. The Clerk of Court instructed Appellants to file a separate Motion to Stay Execution if they wanted a hearing on that matter. *See Appellants' Request for Leave, Exhibit 2.*

Appellants continued to improperly supplement the record by filing, on March 3rd and 4th, respectively, additional affidavits: one from Adam C. Bach who represented Appellants previously in a Greenville County action and currently represents Appellants in an action pending in the Greenville County Court of Common Pleas, and one from Summer Lee, an apparent witness who had been withheld from disclosure in Appellants' original and supplemental discovery responses, respectively.

On March 4, 2026, Appellants filed their Request for Leave to File Rule 60 Motions as to the Judgment and the Receiver Order.

On March 13, 2026, Appellants counsel issued a subpoena to Respondents' counsel's firm. *See **Exhibit L** (March 13, 2026, Email with Subpoena to Respondents' counsel's firm).*

LEGAL STANDARD

“Whether to grant or deny a motion under Rule 60(b) lies within the sound discretion of the judge.” *Raby Const., LLP v. Orr*, 358 S.C. 10, 16, 594 S.E.2d 478 (2004). The appellate “standard of review, therefore, is limited to determining whether there was an abuse of discretion.” *Id.* “An abuse of discretion arises when the judge issuing the order was controlled by an error of law or when the order is based on factual conclusions that are without evidentiary support.” *Curry v. Carolina Ins. Grp. Of SC, Inc.*, 428 S.C. 60, 78, 832 S.E.2d 760, 768 (Ct. App. 2019).

ARGUMENT

Appellants Request for Leave to file Rule 60 motion(s) should be denied for a multitude of reasons, as the Request for Leave is conclusory in nature, and the supporting exhibits included with Appellants' request are a Motion to Stay Execution and Motion to Vacate the Receiver under Rule 62 and correspondence with the Circuit Court explaining the rejection of Appellants' filing and instructing Appellants to file a separate Motion to Stay Execution as the Circuit Court does not have jurisdiction to hear the Motion to Vacate the Receiver based on the pending appeal.

Appellants provide no support or specific rationale as to the basis of their Rule 60 Motion, but rather make general and conclusory statements alleging voidness, mistake, fraud, abandonment of counsel, and new evidence as the reasons the Court should grant the requested leave.

Appellants invoke Rule 60's requirement to seek leave while an appeal is pending, but such leave is discretionary and should be denied where the motion would be futile or duplicative of appellate issues.

Appellants failed to participate in the action that they initiated, displayed an egregious pattern of discovery abuse and noncompliance with court orders that ultimately resulted in sanctions and the striking of their pleadings, filed consent motions to relieve their attorney, had proper notice of the Damages Hearing, failed to attend, and now being dissatisfied with the Judgment against them, seek what is effectively a "do-over" of the case in this appeal by appealing the Judgment and every intermediate order issued by the Court going back to May 22, 2025.

The crux of Appellants' reasoning for why they should be entitled to drastic relief sought is all rooted in a claim of willful abandonment by their prior attorney; however this claim is

completely undermined by the record in this case. Moreover, Appellants' new counsel has run amuck issuing subpoenas without proper authority, filing affidavits of individuals who were never identified in Appellants' original or supplementary discovery responses, and filing every imaginable post-trial and appellate motion in an attempt to delay the execution of the judgment and doctor the record with what Appellants contend is "new evidence" for whenever the Court hears this matter. Appellants' new counsel has even gone so far as to issue subpoenas to Respondents' counsels' firm, make inflammatory accusations of misconduct and threaten future litigation against Respondents' counsel for not consenting to the relief being sought by Appellants.

In essence, this case boils down to an unsuccessful litigant who is deeply unhappy with the adverse outcome that directly resulted from their own litigation choices and misconduct. Rather than accepting responsibility for these consequences, they have resorted to a scattershot, opportunistic strategy by throwing every conceivable argument, motion, and accusation against the wall in the desperate hope that something, anything, will stick and afford them a second chance at the litigation.

At the same time, Appellants seek to evade accountability for their egregious discovery abuses, which were serious enough to warrant court-imposed sanctions and the striking of their pleadings, by shifting the blame entirely onto their former attorney. This is particularly noteworthy because Appellants themselves voluntarily chose to relieve their prior attorney, not attend the December 15, 2025, Damages Hearing, and hire new counsel after the fact. Such tactics not only reflect a refusal to accept the consequences of their own discovery abuses in an action they initiated but also attempt to manipulate the judicial process by impugning the very counsel they selected and then discarded, all in service of avoiding the repercussions of

Appellants' own conduct. This approach undermines the integrity of the proceedings and the finality that litigation is intended to provide.

I. Appellants' post-trial motions are predicated entirely on a manufactured narrative of "willful abandonment" by their prior counsel that the record directly refutes.

The underlying basis for all the relief sought by Appellants through their Post-Trial Motion and Request for Leave to file Rule 60 motions is grounded in the naked assertion that their former counsel "willfully abandoned" them, a claim that is demonstrably false and flatly contradicted by the undisputed record.

"[T]he general rule undoubtedly is that the neglect of the attorney is the neglect of the client, and that no mistake, inadvertence or neglect attributable to the attorney can be successfully used as a ground for relief, unless it would have been excusable if attributable to the client. The acts and omission of the attorney in such cases are those of the client." *Simon v. Flowers*, 231 S.C. 545, 551, 99 S.E.2d 391, 394 (1957).

"To overcome the general rule that the neglect of the attorney is attributable to the client, the client must establish that its former attorney *willfully* and *unilaterally* abandoned it." *Stearns Bank Nat. Ass'n v. Glenwood Falls, LP*, 373 S.C. 331, 342, 798-99 (*Graham v. Town of Loris*, 272 S.C. 442, 451, 248 S.E.2d 594, 598 (1978) (*emphasis added*); *Paul David Sys. Inc. v. Deepwater of Hilton Head, LLC*, 362 S.C. 220, 226, 608 S.E.2d 358, 361 (Ct. App. 2004).

First, on October 27, 2025, Appellants themselves executed a Consent Order relieving their prior counsel, and the Order Relieving Counsel was issued by the Court on October 29, 2025. See **Exhibit H**. After Respondents' counsel were notified on the filed Consent Order and requested clarifying language, an Amended Consent Order was signed by Appellants on November 19, 2025, which expressly stated that Respondents' counsel "does not object to [Appellants'] counsel being relieved as counsel, so long as the [Appellants] are aware that this

shall not constitute grounds for any delays or continuances to be granted in this matter, and the damages hearing set for December 15, 2025, shall proceed as scheduled.” The Amended Consent Order went further and stated that the damages hearing shall proceed as scheduled regardless of if or when [Appellants] retain new counsel prior to the damages hearing.” The court issued the Amended Consent Order on November 25, 2025. See Exhibit I.

The *Stearns Bank* decision emphasized that courts “decline to speculate in a manner that favors” parties seeking to establish abandonment, requiring concrete proof that the attorney’s conduct constituted deliberate abandonment of professional responsibilities. *Stearns Bank Nat. Ass’n v. Glenwood Falls, LP*, 373 S.C. 331, 345 644 S.E.2d 793, 800 (Ct. App. 2007). This evidentiary standard ensures that the abandonment exception is not used to circumvent the general rule in cases involving ordinary attorney mistakes or tactical disagreements.

Appellants’ claim of ‘willful abandonment’ by their prior attorney is meritless. Far from abandonment, Appellants voluntarily chose to relieve their former counsel and had advance notice that the proceedings would not be delayed or continued. This was hardly their first instance of dilatory conduct as the Court had already sanctioned Appellants at the May 22, 2025, Rule to Show Cause hearing and issued an Order striking Appellants’ pleadings on June 16, 2025. Moreover, the trial in this matter had been set for a date certain of December 15, 2025, on April 15, 2025. Appellants’ prior attorney participated in all hearings and court appearances prior to being relieved from her representation by Appellants. Furthermore, Respondents’ counsel sent notice of the December 15, 2025 hearing by first class mail to Appellants at the address set forth in the Consent Order and Amended Consent Relieving Counsel.

Appellants’ failure to appear at the December 15, 2025, Damages Hearing was therefore not the product of attorney abandonment. As the record indicates, Appellants had clear notice and

simply elected not to attend. Their present invocation of Rule 60 is nothing more than a thinly veiled attempt to obtain a complete ‘do-over’ of the entire case because they are dissatisfied with the outcome. *See* **Exhibit M (November 26, 2025, Letter to Appellants with Notice of Damages Hearing)**.

Appellants attempt to focus on the fact that their prior attorney made a clerical error in forgetting to file a Reply as the reasoning behind the default and default judgment being entered against them. However, Appellants disregard the fact that the Motions for Default and Default Judgment were argued in front of the court with their prior attorney. Appellants also continue to ignore the fact that they would have been held in default even if a Reply had been timely filed based on the trial court sanctioning Appellants and striking their pleadings months earlier for egregious discovery abuses and dilatory tactics.

The participation of Appellants’ prior counsel throughout the litigation coupled with Appellants’ signing of a Consent Order and Amended Consent Order relieving their former counsel are fatal flaws to Appellants position that their prior counsel ‘willfully and unilaterally’ abandoned them.

II. Appellants failed to make any specific showing, evidentiary or otherwise, that they are entitled to relief under Rule 60(b); and their conclusory references to “voidness”, insufficient notice, mistake, excusable neglect, fraud, and newly discovered evidence are insufficient as a matter of law.

Appellants’ Request for Leave does not provide any explanation of the facts supporting their requested relief under Rule 60(b). The exhibits attached to Appellants Request for Leave are a Motion to Stay Execution of Judgment and to Vacate the Appointment of Receiver under Rule 62, SCRCR, R and ule 241, SCACR, along with an email correspondence with the Circuit Court explaining why Appellants’ filing was rejected.

Appellants’ Request for Leave merely makes conclusory statements about the grounds for

the relief sought under Rules 60(b)(1), 60(b)(2), 60(b)(3), and 60(b)(4), and provides no support either through exhibits or references to the record.

South Carolina law routinely prohibits Rule 60(b) motions that duplicate or overlap with issues already raised on direct appeals. The principle against allowing such duplicative proceedings is grounded in judicial efficiency and the finality of judgments. South Carolina courts have long recognized that allowing Rule 60(b) motions to proceed on the same issues being litigated on appeal would create unnecessary confusion, waste judicial resources, and undermine the appellate process.

a. Rule 60(b)(1):

Appellants assert that the Order of judgment is void for insufficient notice and lack of service pursuant to Rule 60(b)(1). This assertion finds no support in the record. The Amended Consent Order issued on November 25, 2025, and signed by Appellants contains express language which would have notified Appellants of the damages hearing. On November 26, 2025, Respondents sent notice by first class mail to the address identified in the original Consent Order and the Amended Consent Order Relieving Counsel, filed on October 29, 2025 and November 25, 2025 respectively, which satisfies Rule 5(b)(1), SCRCPP. *See **Exhibit H and Exhibit I***.

Appellants Request for Leave also asserts that the Order of Judgment, “as well as multiple intermediate orders are the product of mistake, surprise, or excusable neglect, pursuant to Rule 60(b)(1).” *Appellants’ Request for Leave*, at 2-3. This claim is entirely reliant upon Appellants’ assertion of willful abandonment by their prior counsel, which as discussed earlier, bears no merit.

b. Rule 60(b)(2):

Appellants contend that the “Order of Judgment and multiple intermediate orders should

be set aside due to newly discovery evidence.” *Appellants’ Request for Leave*, at 3.

Rule 60(b)(2) allows a party to be relieved from a final judgment only in the presence of “newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)[.]” Rule 60(b)(2), SCRCP. To obtain relief under Rule 60(b)(2), Appellant is required to establish five separate factors: “that the newly discovered evidence will (1) will probably change the result if a new trial is granted; (2) has been discovered since the trial; (3) could not have been discovered before the trial; (4) is material to the issue; and (5) is not merely cumulative or impeaching.” *Lanier v. Lanier*, 364 S.C. 211, 217, 612 S.E.2d 456, 459 (Ct. App. 2005).

South Carolina law is clear that “Rule 60(b)(2) allows the court to grant a new trial only if the newly discovered evidence could not have been discovered by due diligence prior to trial. *Id.*, at 220. Thus, a party seeking to overturn a final judgment cannot obtain relief under Rule 60(b) if “could have discovered the new evidence prior to trial.” *Id.* (“South Carolina’s strong policy towards finality of judgments trumps a party’s ability to set aside a judgment where... the party could have discovered evidence prior to trial.”). Therefore, evidence which was known to Appellants or within Appellants’ possession prior to trial cannot be “newly discovered” for purposes of Rule 60(b)(2). *Southeaster Housing Foundation v. Smith*, 380 S.C. 621, 637 670 S.E.2d 680, 688 (Ct. App. 2008) (citing *Lanier*, 364 S.C. at 281, 612 S.E.2d at 459).

As the party seeking to overturn the final judgment under Rule 60(b)(2), Appellants bear the burden of presenting evidence that the “newly discovered” evidence could not have been discovered with due diligence prior to trial.

The “new evidence” that Appellants rely on for support falls far short of meeting the requirements set forth in *Lanier*. The affidavits filed by Appellants are not new evidence, as the

witnesses and information in their affidavits was at all times known to Appellants. Furthermore, none of the newly filed affidavits come from witnesses who were identified in Appellants original or supplemental discovery responses. These witnesses were known to Appellants and never disclosed, and to the extent Appellants contend they contain new information not known to Appellants, the information could have easily been discovered through a minimal amount of due diligence prior to trial. It is beyond any reasonable dispute that Appellant knew of, or could have discovered through due diligence, the evidence and affidavits Appellants now present post-trial as “newly discovered.”

Additionally, the long record of Appellants repeated discovery abuses cannot be overlooked. Appellants withheld a bevy of records they were asked to produce by Respondents and required to produce through two Court Orders yet failed to do so. The pattern of discovery abuse by Appellants is abundantly clear, so much so, that the Circuit Court sanctioned Appellants and struck their pleadings.

c. Rule 60(b)(3):

Appellants proffer that the “Order of Judgment and multiple intermediate orders are the product of intrinsic and extrinsic fraud and/or misrepresentation pursuant to Rule 60(b)(3).

A claim of fraud upon the Court under Rule 60(b)(3) requires proof by clear and convincing evidence. “Fraud upon the court is a narrow and invidious species of fraud that ‘subvert[s] the integrity of the [c]ourt itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usually manner its impartial task of adjudging cases that are presented for adjudication.’ Like all other types of fraud, proving fraud upon the court requires showing that the perpetrator acted with the intent to defraud, for there is no such thing as accidental fraud.” *Sanders v. Smith*, 431 S.C. 605, 613-14, 848 S.E.2d 604, 608 (Ct.

App. 2020).

In order to secure equitable relief on the basis of fraud, the fraud must be extrinsic. *Chewning v. Ford Motor Co.*, 354 S.C. 72, 80, 579 S.E.2d 605, 610 (2003) (citing *Bryan v. Bryan*, 220 S.C. 164, 66 S.E.2d 609 (1951) (extrinsic fraud is necessary in order to secure equitable relief vacating a prior judgment)).

Extrinsic fraud is “fraud that induces a person not to present a case or deprives a person of the opportunity to be heard. Relief is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action.” *Id.*, at 72 (citing *Hilton Head Ctr. of South Carolina v. Public Serv. Comm’n*, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987)).

Intrinsic fraud, on the other hand, is fraud which was presented and considered in the trial. *Hagy v. Pruitt*, 339 S.C. 425, 529 S.E.2d 714 (2000). It is fraud which misleads a court in determining issues and induces the court to find for the party perpetrating the fraud. *Hilton Head Ctr. v. South Carolina Pub. Serv. Comm’n*, *supra*.

“Relief is granted for extrinsic but not intrinsic fraud on the theory that the latter deceptions should be discovered during the litigation itself, and to permit such relief undermines the stability of all judgments.” *Chewning*, 354 S.C. 72, 82, 579 S.E.2d 605, 610 (2003) (citing *Mr. G. v. Mrs. G.*, 320 S.C. 305, 308, 465 S.E.2d 101, 103 (Ct.App.1995)).

Appellants have made no showing articulating how there was extrinsic fraud on the Circuit Court which would permit the relief sought through their Post-Trial Motion. Making naked assertions of “fraud” does not entitle Appellants to relief from the Judgment, and to the extent Appellants contend there was intrinsic fraud at the Damages Hearing, Appellants waived their ability to argue what was presented to the Circuit Court by virtue of failing to appear at the

Damages Hearing. Put simply, there is nothing that would entitle Appellants to relief from the Judgment under Rule 60(b)(3).

d. Rule 60(b)(4):

Appellants also contend that the Order Appointing Receiver is void for lack of jurisdiction, due process, and insufficient notice. *See Appellants' Request for Leave to File Rule 60 Motions*, at 2.

Appellants primary focus with this argument is an attempt to have the receiver removed from Heart of the Carolinas, LLC. As discussed previously, Heart of the Carolinas, LLC was noncompliant with subpoenas issued by Respondents' and at the First Motion to Compel hearing, Appellants' former counsel stated that she was also representing Heart of the Carolinas, LLC.

Appellants motivations for so earnestly seeking a expedient removal of the receiver in this matter is due to the fact that Heart of the Carolinas is currently in the process of being sold, and Appellants are attempting to blame Respondents for interfering with the potential sale even though Respondents have informed the receiver they do not contest the sale so long as the receiver holds the portion of the proceeds that would be going to Appellants pursuant to the Judgment. The simple fact is, Appellants want to take their millions of dollars from the sale and run or sequester the money, however that is impossible while the receiver is in place.

Appellants' request for leave to file a Rule 60(b) Motion seeking to vacate the receiver is flawed, because a Rule 60(b) motion is not a vehicle for litigating matters which could be appealed as is the case here. Appellants did not file any motions under Rules 59 or 60 following the issuance of the Receiver Order and instead opted to file the Notice of Appeal on the Order of Judgment, Receiver Order, and other prior intermediate orders.

III. Appellants waived any right to pursue or file further post-trial motions by voluntarily filing their Notice of Appeal while Appellants' January 14, 2026, Motion for Relief under Rule 52, 54, 55, 59, and 60 remained pending and was scheduled for a hearing.

Appellants' Request for Leave states that "there is currently pending in the circuit court Appellants' Motion pursuant to Rules 52, 54, 55, 59, and 60 filed January 14, 2026," and that "[t]his Motion has not been scheduled for a hearing due to the filing of a Notice of Appeal. This statement is flatly contradicted by the record.

A hearing on Appellants' Motion was scheduled for February 12, 2026, on January 23, 2026. Additionally, because part of the relief sought through Appellants' Motion was pursuant to Rule 59, Appellants' seasoned counsel was well aware that any deadline for filing a Notice of Appeal was tolled until that Motion was ruled on. Appellants' counsel made a calculated decision to file the Notice of Appeal just one week before the hearing on their Motion, with no impending appellate deadline, to now request leave from this court exactly one month later to go back and have those hearings ruled on. As the Court in *Elam* noted, "[i]t is, of course, the party's responsibility to determine whether a Rule 59 motion or notice of appeal is appropriate under the facts of the case, and we caution parties not to attempt to avoid this responsibility by the simple expedient of filing both." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 20, 602 S.E.2d 772, 778 (2004).

Therefore, there is no relief available to Appellants under Rules 52, 54, 55, 59, and 60 as to the Judgment or the numerous intermediary orders they reference in their filing.

a. Rule 52:

No relief is available to Appellants under Rule 52 as it pertains to the Judgment issued on January 5, 2026. The Judgment adequately states the basis for the result the Circuit Court reached, including the testimony, exhibits entered into the record, and the

calculation of damages. The “requirement that trial court without a jury find the facts specifically and state separately its conclusions of law under Rule 52(a), SCRCF, is directory; noncompliance alone does not invalidate the judgment as long as the trial court substantially complies with Rule 52(a) and adequately states the basis for the result it reaches.” *Dixon v. Besco Engineering, Inc.*, 320 S.C. 174, 463 S.E.2d 636, 639 (Ct. App. 1995).

b. Rules 54 and 55:

The relief sought by Appellants under Rules 54 and 55 does not apply to the matter at hand. Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is “good cause.” Rule 55(c), SCRCF. Appellants have failed to make any showing of how they satisfy the “good cause” requirement for the relief sought. They did not act timely, their failure to respond was not the result of excusable neglect, they lack meritorious defenses, and setting aside the default would prejudice the Respondents, particularly when considering the procedural background of this case and Appellants’ misconduct and noncompliance which resulted in sanctions and the striking of their pleadings.

Notwithstanding the failure to satisfy any of the requirements under Rule 55, Appellants request for relief under Rule 55 is moot as a result of the default judgment and damages hearing that took place after the entry of default. It is well established that once a default judgment has been entered, a party seeking to be relieved must do so under Rule 60(b), SCRCF. The standard for granting relief from a default judgment under Rule 60(b) is more rigorous than the “good cause” standard established in Rule 55(c). Rule 60(b) requires a more particularized showing of mistake, inadvertence, excusable neglect, surprise, newly discovered evidence, fraud, misrepresentation, or “other misconduct of an

adverse party.” Rule 60(b), SCRCP.

c. Rule 59:

It is well established that, “[a] party cannot raise an issue for the first time in a Rule 59(e), SCRCP motion which could have been raised at trial.” *MailSource, LLC v. M.A. Bailey & Associates, Inc.*, 356 S.C. 370, 374, 588 S.E.2d 639, 641 (Ct. App. 2003); *Miller Constr. Co., LLC v. PC Constr. Of Greenwood, Inc.*, 418 S.C. 186, 206, 791 S.E.2d 321, 332 (Ct. App. 2016).

However, that is exactly what Appellants are seeking to do through the Rule 59 Motion they filed on January 14, 2026. As detailed previously, the entire basis for Appellants attempt to re-litigate this matter is based on their baseless claim of “willful abandonment” by their prior counsel, which fails as a matter of fact for the reasons mentioned earlier. Similarly, there is no “newly discovered” evidence which would entitle Appellants to relief under Rule 59 (or Rule 60 for that matter).

Appellants made the conscious decision to not attend the Damages Hearing on December 15, 2025, and being dissatisfied with the result, now seek to re-litigate that matter using evidence and testimony they could have raised at the hearing but did not by virtue of their absence.

d. Rule 60:

The movant in a Rule 60(b) motion has the burden of presenting evidence, usually provided by affidavits, proving the facts essential to entitle him to relief. *Bowers v. Bowers*, 304 S.C. 65, 67, 403 S.E.2d 127, 129 (Ct. App. 1991).

For the plethora of reasons discussed in Section II, Appellants have not made the requisite showing that they would be entitled to any theory of relief under Rule 60.

IV. Appellants' true purpose in seeking leave is to improperly supplement the record with new evidence and attachments that were never before the Circuit Court when the orders were entered, which this Court should not permit.

Another factor warranting this Court's consideration is Appellants' deliberate decision to file their Notice of Appeal just one week before the scheduled hearing on Appellants' January 14 Post-Trial Motion. That filing had the immediate effect of divesting the circuit court of jurisdiction over the motion and appears designed to circumvent the normal appellate record by later attempting to introduce new affidavit testimony. Now Appellants seek leave to file new Rule 60 motions accompanied by the recently filed affidavits from witnesses who were never identified in Appellants' original or supplemental discovery responses, and which were not presented to any court until after the Post-Trial Motion and Notice of Appeal had been filed. The deliberate decision by Appellants is nothing more than an improper attempt to supplement the record for their appeal.

CONCLUSION

For the reasons set forth above, Respondents respectfully request that this Court deny Appellants' Request for Leave to File Rule 60 Motions.

Signature on the following page

Respectfully Submitted,

ARIAIL LAW FIRM

s/ R. Mills Ariail, Jr.

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Greenville, South Carolina 29609

P: (864) 232-9390

Attorneys for Respondents

Tyrhonda Priest and Abundance Home Care

March 16, 2026

Greenville, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	FIFTEENTH JUDICIAL CIRCUIT
	)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group, LLC,	)	
	)	
Plaintiffs,	)	
	)	DEFENDANTS' MOTION TO COMPEL
vs.	)	PLAINTIFFS' DISCOVERY
	)	RESPONSES
Abundance Home Care, LLC, and	)	
Tyrhonda Priest,	)	
	)	
Defendants.	)	

**TO: PLAINTIFFS, BY AND THROUGH THEIR ATTORNEY OF RECORD,
YVONNE MURRAY-BOYLES, ESQ.**

YOU WILL PLEASE TAKE NOTICE that the Defendants', Tyrhonda Priest and Abundance Home Care, LLC ("Defendants"), by and through the undersigned attorney, will move before the Presiding Judge, ten (10) days after the service of this Notice, or at such time as counsel is scheduled to be heard, for an Order pursuant to Rules 33, 34, and 37 of the South Carolina Rules of Civil Procedure compelling the Plaintiffs to respond to discovery requests served on them by Defendants on March 16, 2024 (Defendants' Discovery Requests to Plaintiffs and Plaintiffs' Responses attached as **Exhibit A**). These discovery requests consisted of Interrogatories and Requests for Production.

Defendants' counsel affirms that by emails dated June 16, 2023, and July 7, 2023, and letter dated February 22, 2024, counsel for Plaintiffs was contacted in a good faith effort to resolve this motion. (See correspondence attached at **Exhibit B**).

As it pertains to Plaintiff Frank Henderson:

Defendants would ask that this court compel Plaintiff Frank Henderson to respond to the following discovery requests fully and adequately: (1) Defendants' First Set of Interrogatories

Nos. 1, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, and 22, and (2) Defendants' First Set of Requests for Production Nos. 4, 5, 6, 7, 8, 12, and 13.

As it pertains to Plaintiff Antioch Group, LLC:

Defendants would ask that this court compel Plaintiff Antioch Group, LLC, to respond fully and adequately to the following discovery requests: (1) Defendants' First Set of Interrogatories Nos. 1-23, and (2) Defendants' First Set of Requests for Production Nos. 1-13. To date, Defendants have received no discovery responses from Plaintiff Antioch Group, LLC.

Defendants will supplement this Motion to Compel with a Memorandum prior to the scheduled hearing on this matter.

Defendants are seeking all attorneys' fees and costs associated with bringing this Motion to Compel.

Respectfully Submitted,

s/ Justin D. Mihalic
Justin D. Mihalic (SC Bar No.: 105108)
R. Mills Ariail, Jr. (SC Bar No: 15584)
LAW OFFICE OF R. MILLS ARIAIL, JR.
11 N. Irvine Street, Suite 11
Greenville, SC 29601
mills@rmalawoffice.com
justin@rmalawoffice.com

Greenville, SC
Date: March 20, 2024

R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

March 16, 2023

Via Email

Yvonne Murray-Boyles, Esquire
Law Office of Yvonne Murray-Boyles
PO Box 7592
Columbia, SC 29202

RE: Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

Dear Yvonne:

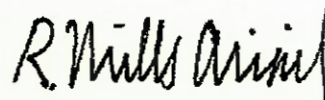
I hope you are doing well. Enclosed please find the following documents:

- Defendants' Answer and Counterclaims
- Defendant Abundance Home Care, LLC's First Set of Interrogatories and Requests for Production to Plaintiff Frank Henderson
- Letter and Subpoena to Coastal Carolina National Bank
- Letter and Subpoena to Still Water Accounting, LLC, et. al.
- Letter and Subpoena to Heart of the Carolinas, LLC
- Certificate of Service

I am only sending these documents via email, unless a hard copy is requested.

Thank you for your consideration of this letter.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law



R. Mills Ariail, Jr.

CC: Client

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	THIRTEENTH JUDICIAL CIRCUIT
	)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group,	)	DEFENDANTS' ANSWER AND COUNTERCLAIMS
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
Abundance Home Care and	)	
Tyrhonda Priest,	)	
	)	
Defendants.	)	

Defendants Abundance Home Healthcare, LLC d/b/a Abundance Home Care, LLC ("AHC") and Tyrhonda Priest ("Priest") (collectively "Defendants"), answering the Amended Complaint of Plaintiffs Frank Henderson ("Henderson") and Antioch Group, LLC ("Antioch") (collectively "Plaintiffs"), respectfully allege and show as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Defendants admit Complaint Paragraph 1 upon information and belief.
2. Defendants admit Complaint Paragraph 2 upon information and belief.
3. Defendants admit Complaint Paragraph 3.
4. Defendants admit Complaint Paragraph 4.
5. Defendants admit Complaint Paragraph 5.
6. Defendants deny Complaint Paragraph 6.
7. Defendants admit Complaint Paragraph 7.
8. Defendants deny Complaint Paragraph 8.
9. Defendants deny Complaint Paragraph 9.
10. Defendants deny Complaint Paragraph 10.

11. In response to Complaint Paragraph 11, Defendants incorporate the preceding paragraphs and do not believe a response is necessary. To the extent a response is necessary, it is denied.
12. Defendants deny Complaint Paragraph 12.
13. Defendants deny Complaint Paragraph 13.
14. Defendants deny Complaint Paragraph 14.
15. Defendants deny Complaint Paragraph 15.
16. Defendants deny Complaint Paragraph 16.

FOR A SECOND DEFENSE
(Rule 12(b)(6) of the South Carolina Rules of Civil Procedure)

17. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.
18. Plaintiffs' Complaint fails to state facts sufficient to constitute a cause of action and should be dismissed pursuant to Rule 12(b)(6) of the *South Carolina Rules of Civil Procedure*. Furthermore, Plaintiffs' Complaint alleges personal liability against Defendant Priest which fails under Rule 12(b)(6) and Paragraph 25 of the Partnership Agreement prohibits personal liability of Defendant Priest which requires her dismissal from this matter.

FOR A THIRD DEFENSE
(Intervening Acts)

19. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.
20. Even if Defendants engaged in the acts alleged, which is denied, the intervening action of Plaintiffs and/or third parties caused any alleged harm suffered by Plaintiffs and therefore Defendants are not liable to Plaintiffs for any alleged damages.

FOR A FOURTH DEFENSE
(Failure to Mitigate Damages)

21. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.
22. Plaintiffs have failed to mitigate their damages as required by law.

FOR A FIFTH DEFENSE
(Setoff)

23. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.
24. Defendants allege that any recovery by Plaintiffs must be set off or reduced, abated, or apportioned to the extent that any other party's actions caused or contributed to damages, if any, and must be set off or reduced, abated, or apportioned to the extent that the amount of any judgment against it is setoff by others.

FOR A SIXTH DEFENSE
(Defendants' Obligations Void or Excused)

25. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.
26. Defendants allege that, to the extent Plaintiffs allege Defendants had any obligation as to which full performance has not been rendered or excused, that obligation did not exist or was based upon acts or omissions that were void or otherwise extinguished by the actions of Plaintiffs and others.

FOR A SEVENTH DEFENSE
(Breach of Contract)

27. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

28. Defendants allege that to the extent Plaintiffs seek recovery in contract, Plaintiffs materially breached the terms and conditions of the agreement and are therefore entitled to no relief.

FOR AN EIGHTH DEFENSE
(Unclean Hands)

29. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

30. Defendants allege that Plaintiffs' action is barred under the equitable doctrine of unclean hands.

FOR A NINTH DEFENSE
(Plaintiffs' Bad Faith)

31. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

32. Defendants allege that Plaintiffs' bad faith bars their claims or that any damages must be reduced as a result of Plaintiffs' comparative bad faith.

FOR A TENTH DEFENSE
(Estoppel)

33. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

34. Defendants allege that Plaintiffs' conduct estopped their rights to file this action.

FOR AN ELEVENTH DEFENSE
(Defendants' Full Performance)

35. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

36. Defendants allege that they performed all of the actions required of them and that the only additional action required was Plaintiffs' lack of performance.

FOR A TWELVTH DEFENSE
(Waiver)

37. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

38. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver and laches.

FOR A THIRTEENTH DEFENSE
(Prior Material Breaches)

39. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

40. Plaintiffs committed prior material breaches of the Partnership Agreement and/or failed to satisfy or uphold material conditions precedent, thereby rendering the provisions of the Agreement that Plaintiffs' seek to recover under unenforceable against Priest and Abundance Home Care.

FOR A FOURTEENTH DEFENSE
(Punitive Damages Barred and Capped)

41. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

42. Plaintiffs' claim for punitive damages is barred by the provisions of the United States and South Carolina Constitutions. Any award returned by the jury in this case for punitive damages must be capped in accordance with the provisions of the SC Code 15-32-530(A) and (B).

FOR A FIFTHTEENTH DEFENSE
(Performanace Excused)

43. Defendants reallege and reincorporate the preceding paragraphs as if fully set forth herein verbatim.

44. Any performance or compliance by Defendants under the Partnership Agreement is excused by Plaintiffs' prior breaches of said Agreement and fraud.

RESERVATION OF RIGHTS

45. To the extent additional affirmative defenses become apparent during the course of discovery and further litigation of this case, Defendants specifically reserve the right to amend their Answer to include any and all additional affirmative defenses.

COUNTERCLAIMS

Defendants Abundance Home Healthcare, LLC d/b/a Abundance Home Care, LLC ("AHC") and Tyrhonda Priest ("Priest") (collectively "Defendants"), complaining of the acts of Plaintiffs Frank Henderson ("Henderson") and Antioch Group, LLC ("Antioch") (collectively "Plaintiffs"), would show unto this court that:

PARTIES AND JURISDICTION

1. Defendant/Counter-Plaintiff Abundance Home Healthcare d/b/a Abundance Home Care, LLC ("AHC") is a South Carolina limited liability company with its principal place of business located in Pawley's Island, South Carolina.
2. Defendant/Counter-Plaintiff Tyrhonda Priest ("Priest") is a resident and citizen of Georgetown County, South Carolina.
3. Upon information and belief, Plaintiff/Counter-Defendant Frank Henderson is a resident and citizen of Greenville County, South Carolina.
4. Upon information and belief, Plaintiff/Counter-Defendant Antioch Group, LLC is a limited liability company that operates and does business in Greenville, South Carolina and Plaintiff Henderson is the managing member of Plaintiff Antioch who acted on behalf of Plaintiff Antioch in all allegations set forth below.

5. Pursuant to Rule 14 of the South Carolina Rules of Civil Procedure and South Carolina Code § 15-7-10 *et seq.*, this Court has jurisdiction over this action, and this Court is the proper venue for this action.

GENERAL ALLEGATIONS

6. Defendant Tyrhonda Priest started the business of Abundance Home Healthcare, LLC d/b/a Abundance Home Care, LLC sometime on or around March 24, 2015.
7. For approximately the first three (3) years of AHC's existence, Priest was the sole shareholder and manager of the company.
8. At some time in early 2018, Priest sought a potential business partner to assist her with the management of AHC's finances.
9. Tyrhonda Priest was put in contact with Frank Henderson by a business consultant named Sharon Davis who, upon information and belief, was a mutual acquaintance of both Priest and Henderson.
10. Upon information and belief, after being introduced, Henderson offered to help Priest with finances, take a look at AHC's books and get them in order, increase the revenue of her business, assist with bringing in additional clients, assist with increasing client retention, increase the overall revenue of her business, and help Priest run AHC more efficiently, so that Priest could devote more of her time to the day-to-day operations of the business.
11. Sometime on or around March 19, 2018, the parties agreed to form a partnership, and this agreement was memorialized by the executed Partnership Agreement dated March 24, 2018.

12. Upon information and belief, sometime on or around June 12, 2018, Henderson filed Articles or Organization with the South Carolina Secretary of State to create a new limited liability entity under the name of “Abundance Home care 2, LLC”.
13. Upon information and belief, Priest was never consulted about the formation of this entity, Priest did not authorize the creation of this entity, and Priest never signed the Articles of Organization that were filed with the Secretary of State.
14. Upon information and belief, as part of the Henderson’s “financial assistance” to AHC, Henderson recommended that Priest use certain accountant(s) and/or financial institution(s) for AHC’s books and accounts going forward.
15. Upon information and belief, Henderson had a pre-existing relationship with the accountant(s), bank(s), and/or other financial institution(s) that he recommended Priest use for AHC’s finances.
16. In good faith reliance on Henderson’s representations, Priest followed Henderson’s recommendations for AHC’s financial matters believing that he was acting in the best interest of AHC.
17. Upon information and belief, sometime around mid-November 2021, Priest received a phone call from a representative at the Myrtle Beach branch of Coastal Carolina National Bank (“CCNB”). On this call, the representative from CCNB notified Priest of potentially fraudulent activity using her personal information, and further informed her that it appeared someone had fraudulently signed her signature on an SBA Paycheck Protection Program loan application.
18. Upon receiving this information, the CCNB representative advised Priest to close the associated account to protect herself from ongoing fraudulent activity.

19. Upon information and belief, Priest did not learn that Henderson had created a separate entity under the name of “Abundance Home care 2, LLC” until she began reviewing financial documentation after being notified of fraudulent activity by a representative at CCNB.
20. Upon information and belief, Frank Henderson is the only individual with access to the “Abundance Home care 2” books and bank accounts.
21. Upon information and belief, Henderson was responsible for applying for loans in Priest’s name and he never informed Priest of his actions.
22. Upon information and belief, the funds obtained from these loans were disbursed to accounts that were not associated with AHC.
23. Upon information and belief, the funds obtained from these loans were disbursed to accounts that Henderson has exclusive control over.
24. Upon learning of the fraudulent loans, and at the advice of the Coastal Carolina National Bank representative who informed Priest of the fraudulent activity, Priest moved the remainder of the money from the Abundance Home Care operating account to a new account that she had exclusive control over until she could determine to what extent, if any, AHC funds had been misappropriated or fraudulently obtained.
25. Sometime around September 2022, Priest and AHC retained a forensic accountant to review AHC’s books and determine if fraudulent loans were taken out under AHC’s EIN, the exact amount of misappropriated funds, and where the money obtained from the loans ultimately went.
26. The forensic accountant hired by AHC and Priest is still conducting her investigation into the funds and loans, and currently her review of the books and loans is incomplete due to

lack of access to certain bank accounts and bank statements which, upon information and belief, only Frank Henderson has access to.

27. Defendants have breached the Partnership Agreement by their actions which include but are not limited to applying for and obtaining these fraudulent loans, failing to make company books and accounts available, failing to account to private profits, commingling company finances with other individuals and/or entities, and engaging in business ventures that directly conflict with Henderson's status as a partner.

BY WAY OF FIRST COUNTERCLAIM AGAINST PLAINTIFFS
(Breach of Contract/Breach of Contract Accompanied by Fraudulent Act)

28. Defendants/Counter-Plaintiffs Tyrhonda Priest and Abundance Home Care, LLC repeat and reallege each and every preceding allegation as if fully restated herein below.
29. Defendants/Counter-Plaintiffs Priest and AHC entered into the Partnership Agreement with Plaintiffs/Counter-Defendants Henderson and Antioch based on Henderson's representations that he would dedicate time to the company and assist in the financial management of the company.
30. Plaintiff Henderson at all times acted on behalf of and as an agent of Plaintiff Antioch.
31. By applying for and obtaining these fraudulent loans, failing to make company books and accounts available, failing to account to private profits, commingling company finances with other individuals and/or entities, and engaging in business ventures that directly conflict with Henderson's status as a partner, Defendants have breached their Partnership Agreement with Priest and AHC.
32. Pursuant to Provision 18 of the Partnership Agreement:
- “The funds of the Partnership will be placed into such investments and banking accounts as will be designated by the partners. All withdrawals from these bank accounts will be

made by the duly authorized agent or agents of the Partners as agreed by *unanimous consent* of the Partners. Partnership funds will be held *in the name of the Partnership and will not be commingled with those of any other person or entity.*” (emphasis added).

33. Pursuant to Provision 40 of the Partnership Agreement:

“The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated *Partner had breached their fiduciary duty to the Partnership or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Partnership or to the Partnership.*”

34. Upon information and belief, Plaintiffs have breached, violated, or failed to abide by or uphold multiple provisions of the Operating Agreement, including but not limited to Provisions Nos. 13, 14, 16, 18, 21, 36, 39, 40, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, and 62

35. As a direct and proximate result of Plaintiffs/Counter-Defendants Henderson and Antioch’s breaches, Defendants/Counter-Plaintiffs AHC and Priest have suffered actual, special, consequential, and punitive damages, lost profits, and attorneys’ fees and costs.

BY WAY OF SECOND COUNTERCLAIM AGAINST PLAINTIFFS
(Breach of Duty of Good Faith and Fair Dealing)

36. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein below.

37. As a co-member of the partnership, Plaintiffs owe Priest and AHC a covenant or duty of good faith and fair dealing, implied in each and every contractual relationship in South Carolina.

38. Upon information and belief, Plaintiffs have breached their fiduciary duties to Priest and AHC by engaging in the conduct referenced herein.
39. As a direct and proximate result of the breach of the implied covenant of good faith and fair dealing, Defendants have been injured.
40. As a result of Plaintiffs' actions, Priest and AHC are informed and believe they are entitled to judgment for the actual damages and punitive damages against Plaintiffs in an amount to be determined by the trier of fact.

BY WAY OF THIRD COUNTERCLAIM AGAINST PLAINTIFFS
(Breach of Fiduciary Duty)

41. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein below.
42. Defendants/Counter-Plaintiffs Priest and AHC entered into a partnership agreement with Henderson and Antioch, where trust, honesty, and transparency were necessary not only for business success, but also avoiding practical pitfalls such as compliance issues.
43. In entering this relationship, Priest and AHC reposed a special confidence in Henderson and Antioch to act in good faith and with due regard to AHC's interests.
44. Plaintiffs/Counter-Defendants Henderson and Antioch breached this duty by engaging in the conduct described herein.
45. As a direct and proximate result of Plaintiffs' breaches of their fiduciary duties, Priest and AHC are informed and believe they are entitled to judgment for the actual, special, consequential, and punitive damages, lost profits, and attorneys' fees and costs.

BY WAY OF FOURTH COUNCLAIM AGAINST PLAINTIFFS
(Breach of Contract – Breach of Duty of Loyalty)

46. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein below.
47. Pursuant to Provision 51 of the Partnership Agreement, “[n]o Partner will engage in any business, venture or transaction, whether directly or indirectly, that might be competitive with the business of the Partnership or that would be in direct conflict of interest to the Partnership without the unanimous written consent of the remaining Partners. Any and all businesses, ventures or transaction with any *appearance of conflict of interest must be fully disclosed* to all other Partners. *Failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.*” (emphasis added).
48. Upon information and belief, Plaintiffs engaged in self-serving and fraudulent conduct with complete disregard for AHC or Priest.
49. Upon information and belief Plaintiffs breached their duties to Priest and AHC by engaging in the conduct described herein.
50. As a direct and proximate result of Plaintiffs’ breaches of their duty of loyalty, Defendants/Counter-Plaintiffs AHC and Priest have suffered damages including actual, special, consequential, and punitive damages, lost profits, and attorneys’ fees and costs.

BY WAY OF FIFTH COUNTERCLAIM AGAINST PLAINTIFFS
(Conversion)

51. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein below.
52. Upon information and belief, Henderson improperly obtained and/or misused funds which were intended to be for the benefit of AHC.

53. Upon information and belief, Henderson has converted those funds to use for his own benefit and for the benefit of Antioch.
54. Upon information and belief, these funds that were obtained for the use and benefit of AHC were converted for Henderson's and/or Antioch's own benefit.
55. As a direct and proximate result of Plaintiffs' actions, Priest and AHC believe they are entitled to a judgment for the actual, special, consequential, and punitive damages, lost profits, and attorneys' fees and costs.

BY WAY OF SIXTH COUNTERCLAIM AGAINST PLAINTIFFS
(Misrepresentation/Negligent Misrepresentation)

56. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein below.
57. Upon information and belief, Plaintiffs/Counter-Defendants Henderson and Antioch intentionally and knowingly misrepresented their intentions when they coerced Priest and AHC to enter into a Partnership Agreement.
58. Defendants/Counter-Plaintiffs AHC and Priest materially relied on the representations made by Plaintiffs/Counter-Defendants Henderson and Antioch.
59. As a direct and proximate result of Defendants'/Counter-Plaintiffs' reliance on the representations made by Plaintiffs/Counter-Defendants Henderson and Antioch, Defendants/Counter-Plaintiffs AHC and Priest have suffered damages including actual, special, consequential, and punitive damages, lost profits, and attorneys' fees and costs.

BY WAY OF SEVENTH COUNTERCLAIM AGAINST PLAINTIFFS
(Fraud)

60. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein.

61. As more fully set forth above, upon information and belief, Plaintiffs represented to Priest and AHC:

- a. That he was acting in the best financial interest of AHC;
- b. That any funds obtained or expended would be for the benefit of AHC;
- c. That he would dedicate time to the business;
- d. In other such particulars as will be proven through discovery in this case.

62. Upon information and belief, Henderson's statements, representations, and actions were false.

63. Upon information and belief, as set forth above, Henderson's false statements, representations, and actions were material in that Priest and AHC relied upon them in the operation of AHC with Henderson.

64. Upon information and belief, Henderson's false statements were made with knowledge of their falsity in reckless disregard for their falsity.

65. Upon information and belief, Henderson intended Priest and AHC to rely and act upon his statements, representations, and actions.

66. Priest and AHC were ignorant of the falsity of Henderson's statements and misrepresentations.

67. Priest and AHC had a right to rely on Henderson's statements and representations.

68. These representations made by Henderson were made on his behalf and as member of Antioch.

69. Priest and AHC have suffered consequent and proximate injury as a result of Henderson's false statements, misrepresentations, and actions in an amount to be proven at trial.

70. Upon information and belief, Henderson's false statements and misrepresentations were willful, intentional, and reckless, entitling Priest and AHC to actual and punitive damages as well as attorneys' fees and costs against Plaintiffs.

BY WAY OF EIGHTH COUNTERCLAIM AGAINST PLAINTIFFS
(Unjust Enrichment)

71. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein.

72. Upon information and belief, Henderson has wrongfully used funds from AHC for personal use and for Antioch.

73. Upon information an belief, the use of the AHC funds was not authorized and were used by Henderson for his sole benefit, to the detriment of AHC and Priest.

74. As such it would be inequitable and unfair for Henderson to retain the benefits obtained from the wrongful use of AHC funds.

75. AHC and Priest are informed and believe they are entitled to an award in an amount sufficient to nullify any unjust enrichment by Plaintiffs.

BY WAY OF NINTH COUNTERCLAIM AGAINST PLAINTIFFS
(Accounting/Accounting of Private Profits)

76. Defendants/Counter-Plaintiffs Priest and AHC repeat and reallege each and every preceding allegation as if fully restated herein.

77. Upon information and belief, Henderson has engaged in unlawful conduct and has breached his fiduciary duties to Priest and AHC as set forth herein.

78. Upon information and belief, Henderson has not allowed Priest access to certain accounts and records under his exclusive possession and control.

79. Upon information and belief, Henderson has engaged in deceptive and fraudulent accounting practices for Plaintiffs' benefit.

80. Pursuant to S.C. Code Ann. §33-41-550 and applicable law, Priest seeks a formal accounting of all books and records associated with AHC or Henderson, and that this court order disgorgement of AHC funds or other benefits received by Henderson which were wrongfully converted to their personal use or benefit.

WHEREFORE THE DEFENDANTS/COUNTER-PLAINTIFFS PRAY AS FOLLOWS:

1. For a dismissal of all causes of action in Plaintiffs' Complaint;
2. A complete accounting of AHC's books and all funds managed by Henderson and/or Antioch or other agents;
3. For Plaintiffs/Counter-Defendants to be jointly and severally responsible for consequential and actual damages, lost profits, and reasonable attorneys' fees and costs of this action;
4. For Plaintiffs/Counter-Defendants to be jointly and severally responsible for any punitive damages as the jury may determine; and
5. For any such other and further relief that this Court may deem just and proper.

Respectfully Submitted,

S/R. Mills Ariail, Jr.
R. Mills Ariail, Jr. (SC Bar No: 15584)
Justin D. Mihalic (SC Bar No.: 105108)
Law Office of R. Mills Ariail, Jr.
11 N. Irvine Street, Suite 11
Greenville, SC 29601
P: 864-232-9390
F: 864-232-9392
mills@rmalawoffice.com
justin@rmalawoffice.com
Attorneys for Defendants/Counter-Plaintiffs

March 16, 2023

2. Whenever you are asked to identify a document in these interrogatories and request for production, give the date the document was generated, the author of the document, a brief description of its nature and contents, and the name and address of the person who has custody or control of the document.
3. The term "document" when used in these interrogatories and requests for production refers to all items subject to discovery within the scope of Rule 34 of the South Carolina Rules of Civil Procedure including, by way of illustration but not of limitation, any written or recorded material, correspondence memoranda, reports, ledgers, books, invoices, notes of telephone conversations or other communications, video tapes, audio tapes, photographs, computerized databases, e-mail, text messages and all other data compilations from which information can be obtained, including the originals and all non-identical copies of such materials.
4. Whenever a corporation or other entity is referred to in these interrogatories and request for production it shall be deemed to include the entity, its subsidiaries, its owners, members, managers, shareholders, officers, directors, agents, servants, attorneys or any other person acting on its behalf or with its authority.
5. The use of male, female or neutral gender in these interrogatories and request for production incorporates all genders and should not be construed to limit the information requested in any way. The use of the singular form of any word includes the plural and vice versa.
6. If any information is withheld from an answer due to an objection or privilege, state the nature of the information withheld and the basis of the objection or privilege.
7. These interrogatories and request for production are to be regarded as continuing and you are requested to provide promptly, by way of supplementary answers thereto, such additional information as may hereafter be obtained by the Defendant or any person or entity acting on

its behalf, which augments or otherwise modifies any answers given to the following interrogatories and request for production.

**DEFENDANT ABUNDANCE HOME CARE'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF FRANK HENDERSON**

1. Provide names, addresses and telephone numbers of persons known by you to have knowledge regarding the facts of this case. For each person named, provide a narrative description of the facts believed to be known by each person and indicate whether a written or otherwise recorded statement has been taken from each witness and indicate who has possession of such statements.
2. Provide names, addresses and telephone numbers of persons contacted by you, or anyone on your behalf, regarding the facts of this case. For each person named, provide a description of the information believed to be known by each person and indicate whether a written or otherwise recorded statement has been taken from each witness.
3. Identify all photographs, plats, sketches, reports, memoranda, or other documents in your possession or control that relate to the facts, circumstances, or defense in this case.
4. Set forth the names and addresses of all insurance companies which have insurance coverage relating to this claim and set forth the number or numbers of the policies involved, and the amounts of liability coverage provided in each policy.
5. List the names and address of any expert witnesses whom the party proposes to use as a witness at the trial of this case.
6. Describe in detail all lawsuits filed against you, filed on your behalf, filed against or on behalf of a company or entity you are a member of over the past fifteen (15) years. Include the parties to the lawsuit, date of the filing, a brief description of the nature of the lawsuits, and how the lawsuits were resolved.

7. Provide a list of all arrest, convictions, and subsequent dispositions, whether a misdemeanor or felony, in the past ten (10) years.
8. Describe in detail all facts Plaintiff Frank Henderson asserts that the support the allegations and causes of action in Plaintiffs' Complaint.
9. Please provide a list of any and all conversations and communications that have taken place between you and any of the Defendants or their employees, owners, clients, patients, regarding the allegations listed in the Complaint, including the name of the individuals, the dates of the conversations, and a summary of each conversation or communication.
10. Please provide a list of all documents, records, files, and any property including but not limited to client files, have in your possession.
11. Please identify all financial accounts that Plaintiffs have utilized since January 1, 2018.
 - a. For each account identified include the names listed on the account(s), the name of the financial institution(s), the account number(s), and the current amount of money in each of the identified account(s).
12. Please identify all individuals employed by Frank Henderson that had any involvement with Defendants or the day-to-day activities of Defendant Abundance Home Care, or who received any compensation or monetary amounts from any of the operations or activities of Defendants.
13. Provide a list of all individuals that Plaintiff Frank Henderson spoke with or had involvement with regarding applying for or obtaining any loans or other indebtedness for or involving Defendants Abundance Home Care, LLC or Tyrhonda Priest.
14. Please list all loans, promissory notes, or other indebtedness that Plaintiff Frank Henderson was involved with or had knowledge of involving Defendants and provide detailed

information regarding the loan or indebtedness including the lender, amount and date of the indebtedness.

15. Please list and provide each and every fact that supports your First Cause of Action Breach of Contract and in particular how the partnership agreement was breached and how personal liability attaches to Tyrhonda Priest.
16. Please list and provide each and every fact that supports your Second Cause of Action or Second Defense as listed in your Amended Complaint for Fraud and in particular all bases for this cause of action, all specific details of fraud and how personal liability attaches to Tyrhonda Priest.
17. Please list and provide each and every fact that supports how Defendant Priest is personally liable including specific facts and evidence showing any conduct on the part of Defendant Priest that is deemed to grossly negligent or willful misconduct pursuant to the Partnership Agreement.
18. Identify each affirmative defense that Plaintiff Frank Henderson intends to raise in this Lawsuit, and for each defense, please describe the factual and legal bases for that defense.
19. Please provide a list of deposits, withdrawals, checks, or transfers that you have made involving Abundance Home Care, LLC or Abundance Home Care 2, LLC since January 1, 2018.
20. Please provide a list of deposits, withdrawals, checks, or transfers that you have made involving Antioch Group, LLC since January 1, 2018.
21. Please provide the dates of all communications you have had with Tyrhonda Priest since January 1, 2018, and the specifics of each conversation including what was discussed, the dates of the conversations, and the individuals involved.

22. Please provide a list of all places you have been employed since January 1, 2000, including your role, the employer, the address, the dates of employment, and the reason the employment ended.
23. Please provide a list of every business entity, whether still functioning or not, that you were, or are, a partner, member, or shareholder in since January 1, 2018.

DEFENDANT ABUNDANCE HOME CARE, LLC'S FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFF FRANK HENDERSON

1. A copy of all documents referred to in Defendant's Interrogatories to Plaintiff Frank Henderson or in Plaintiff's answers thereto.
2. Copies of any and all exhibits to be used or anticipated to for use in this case, including but not limited to photographs, CD's, video tapes, notes, letters, memoranda, emails, or other prepared documents in possession of the part or of an expected witness that relate to the claim or defense in this case.
3. Please produce all documents in your possession that relate in any way to the Defendants involved in this action.
4. Please produce all communications between Plaintiff Frank Henderson and Defendant Tyrhonda Priest from January 1, 2018, to the present.
5. Please provide bank statements for all accounts held with any financial institution(s) that Plaintiff Frank Henderson has used or accessed since January 1, 2018, including but not limited to a list of all deposits, transfers, withdrawals, checks, and payments from the accounts.
6. Please provide all communications from you or your agents with John Marshall Looper of Still Water Accounting and Consulting, LLC, or any other representative from the company or associated companies, from January 1, 2018 through the present.

7. Please provide all communications by you or your agents with CCNB or representatives of CCNB, from January 1, 2018 through the present.
8. Please provide all communications, including but not limited to, texts, MMS, emails, voicemails, or social media messages with Edward "Andre" Harrison from January 1, 2018 through the present.
9. Please provide all records and documentation related to any loans or other indebtedness, whether business or personal, that Plaintiff Frank Henderson has been involved with since January 1, 2018, and which also involve or relates to either Defendant Abundance Home Care or Defendant Tyrhonda Priest. Such loans include but are not limited to, Paycheck Protection Program ("PPP"), Small Business Administration ("SBA"), any other COVID relief, or any other form governmental assistance, as well as any private loans.
10. Provide any and all communications by you or your agents with any other financial institutions or governmental entities or representatives thereof since January 1, 2018.
11. Provide all accounting records, profit/loss statements, balance sheets or other information, either in your possession or received from any accountant(s) or other financial institution(s), regarding or involving Defendant Abundance Home Care, LLC.
12. Provide all accounting records, profit/loss statements, balance sheets or other information, either in your possession or received from any accountants or other financial institution, regarding or involving Abundance Home Care 2, LLC.
13. For every business entity identified in response to Interrogatory No. 19, please provide a copy of the most recent Articles or Organization, or other governing documents on file

with the South Carolina Secretary of State, detailing the structure and organizers of the entity.

Respectfully Submitted,

S/ R. Mills Ariail, Jr.

R. Mills Ariail, Jr. (SC Bar # 15584)

Justin D. Mihalic (SC Bar # 105108)

LAW OFFICE OF R. MILLS ARIAIL, JR.

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Attorneys for Defendants

March 16, 2023

R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

March 16, 2023

Via Certified Mail

Coastal Carolina National Bank
c/o Justin Lee and Jeremy Baird
1012 38th Ave. N.,
Myrtle Beach, SC 29577

RE: Subpoena for Documents
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

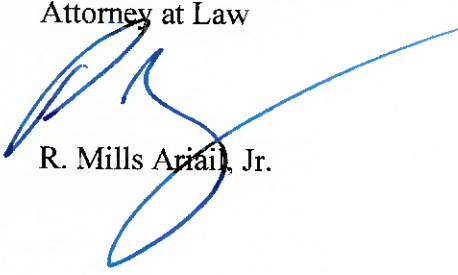
To: Coastal Carolina National Bank c/o Justin Lee and Jeremy Baird:

We represent Abundance Home Care, LLC and Tyrhonda Priest in the above-referenced lawsuit pending in the Georgetown County Court of Common Pleas. Enclosed please find the Subpoena for the production of documents.

Responsive records should be returned on or before 12:00 PM on March 29, 2023. Our preference would be electronic format by email to denise@rmalawoffice.com and justin@rmalawoffice.com. Please let us know if we can be of assistance in coordinating the electronic transfer of the records.

Thank you in advance for your cooperation and please feel free to contact us with any questions concerning this subpoena.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law


R. Mills Ariail, Jr.

CC: Client
Yvonne Marie-Boyles, Attorney for Plaintiffs (via e-mail)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,
Plaintiffs

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2022-CP-22-00650

Abundance Home Care and Tyrhonda Priest,
Defendants

Pending in Georgetown County

TO: Coastal Carolina National Bank c/o Justin Lee and Jeremy Baird, 1012 38th Ave. N., Myrtle Beach, South Carolina 29577.☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:**See Exhibit A, incorporated by reference.**

PLACE

**The Law Office of R. Mills Ariail, Jr.,
11 North Irvine Street, Suite 11,
Greenville, South Carolina 29601**

DATE AND TIME

March 29, 2023, by 12:00 PM☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

March 15, 2023

Attorney/Issuing Officer's Signature
Attorney for Defendants

Date

Print Name

Address: 11 N. Irvine Street, Suite 13, Greenville, SC 29601 Phone: 864-232-9390 Fax: 864-232-9392

Clerk of Court/Issuing Officer's Signature

Date

Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE <u>3/16/2023</u>	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE <u>Coastal Carolina National Bank</u>	
SERVED ON	<u>CCNB</u>	MANNER OF SERVICE <u>Certified mail</u>
SERVED BY	<u>Denise Labeck</u>	TITLE <u>Paralegal</u>

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 3/16/2023

Denise Tanner Labeck
 SIGNATURE OF SERVER
11 N. Irvine St #11 Greenville SC 29601
 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

to Subpoena for the Production of Documents to
Coastal Carolina National Bank c/o Justin Lee and Jeremy Baird
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

DOCUMENTS TO BE PRODUCED

Any and all Documents and Communications that refer, reflect, or relate to (1) Abundance Home Care, LLC; (2) Abundance Home Care 2, LLC; (3) Tyrhonda Priest; (4) Frank Henderson; and (5) Antioch Group, LLC, from January 1, 2018 through the present.

Responsive documents would include (limited to the subject matter stated above):

1. All monthly statements for accounts for the individuals and entities identified above.
2. All records and documentation related to any bookkeeping, account managing, or tax returns related to the above named individuals and entities.
3. All records and documentation related to internet or wire transfers for accounts for the individuals and entities identified above.
4. All documentation related to any loan application(s) or denial(s), either applied for or received by the individuals and entities identified above.
5. For all loans identified in response to No. 5, all communications with representatives or loan officers regarding or related to these loans.
6. All documentation regarding all transfers, checks, deposits, or withdrawals for accounts associated with the individuals and entities identified above.
7. All records, documents, and communications including but not limited to any loan(s), loan application(s), or loan denial(s), either applied for or received by, regarding the above named individuals and entities.
8. A copy of all communications, electronic or otherwise, that CCNB or any of its representatives have had with Frank Henderson since January 1, 2018.

This list is by no means exhaustive or all-inclusive, but rather is meant to illustrate the types of responsive documents sought through this subpoena.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
	)	CASE NO.: 2022-CP-22-00650
Frank Henderson and Antioch Group.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Affidavit of Compliance
	)	with Subpoena
Abundance Home Care and Tyrhonda	)	
Priest,	)	
	)	
Defendants.	)	
	)	

I, _____, being duly sworn, state as follows:

1. Respondent's productions and responses to the Subpoena of Abundance Home Care and Tyrhonda Priest, dated March 3, 2023 (the "Subpoena") were prepared and assembled under my personal supervision;
2. I made or caused to be made a diligent, complete, and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
3. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
4. No Documents or information responsive to the Subpoena have been withheld from Respondent's production and response, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
5. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
6. The Documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine, and what they purport to be;
7. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any documents produced are authentic, genuine, and what they purport to be; and

8. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this ____ day of _____, 2023.

_____, Notary Public

My commission expires: _____

R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

March 15, 2023

Via Certified Mail

Still Water Accounting and Consulting, LLC; Still Water Capital Partners Fund 1, LLC; Still Water Capital, LLC; Still Water Financial Operations, LLC; Still Water Cocktail Company, LLC
c/o John Marshall Looper
531 S. Main Street,
Greenville, SC 29601

RE: Subpoena for Documents
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

TO: **Still Water Accounting and Consulting, LLC; Still Water Capital Partners Fund 1, LLC; Still Water Capital, LLC; Still Water Financial Operations, LLC; Still Water Cocktail Company, LLC c/o John Marshall Looper:**

We represent Abundance Home Care, LLC and Tyrhonda Priest in the above-referenced lawsuit pending in the Georgetown County Court of Common Pleas. Enclosed please find the Subpoena for the production of documents.

Responsive records should be returned on or before 12:00 PM on March 29, 2023. Our preference would be electronic format by email to denise@rmalawoffice.com and justin@rmalawoffice.com. Please let us know if we can be of assistance in coordinating the electronic transfer of the records.

Thank you in advance for your cooperation and please feel free to contact us with any questions concerning this subpoena.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law


Justin D. Mihalic

CC: Client
Yvonne Marie-Boyles, Attorney for Plaintiffs (via e-mail)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,
Plaintiffs

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2022-CP-22-00650

Abundance Home Care and Tyrhonda Priest,
Defendants

Pending in Georgetown County

TO: Still Water Accounting and Consulting, LLC; Still Water Capital Partners Fund 1, LLC; Still Water Capital, LLC; Still Water Financial Operations, LLC; Still Water Cocktail Company, LLC c/o John Marshall Looper, 531 S. Main Street, Greenville, SC 29601☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects:**See Exhibit A, incorporated by reference.**

PLACE The Law Office of R. Mills Ariail, Jr., 11 North Irvine Street, Suite 11, Greenville, South Carolina 29601	DATE AND TIME March 29, 2023, by 12:00 PM
--	---

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

March 15, 20023

 Attorney/Issuing Officer's Signature	Date	Justin Mihalic Print Name
Attorney for Defendants		
Address: 11 N. Irvine Street, Suite 13, Greenville, SC 29601 Phone: 864-232-9390 Fax: 864-232-9392		

Clerk of Court/Issuing Officer's Signature	Date	Print Name
Pro Se Litigant's Name, Address and Telephone Number :		

PROOF OF SERVICE

SERVED	DATE <u>3/16/2023</u>	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE <u>Still Water Accounting</u>	
SERVED ON <u>Still Water Accounting</u>	MANNER OF SERVICE <u>Certified US Mail</u>	
SERVED BY <u>Denise LaBeck</u>	TITLE <u>Paralegal</u>	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.
 Executed on 3/16/2023
Denise LaBeck
 SIGNATURE OF SERVER
11 N. TRINITY #11 Greenville SC 29601
 ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

to Subpoena for the Production of Documents to
**Still Water Accounting and Consulting, LLC; Still Water Capital Partners Fund 1, LLC; Still
Water Capital, LLC; Still Water Financial Operations, LLC; Still Water Cocktail Company, LLC**
c/o John Marshall Looper
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

DOCUMENTS TO BE PRODUCED

Any and all Documents and Communications that refer, reflect, or relate to (1) Abundance Home Care, LLC; (2) Abundance Home Care 2, LLC; (3) Tyrhonda Priest; (4) Frank Henderson; and (5) Antioch Group, LLC, from January 1, 2018 through and including the present.

Responsive documents would include (limited to the subject matter stated above):

1. Any and all QuickBooks records or files related to any of the above named individuals and entities.
2. All records, documentation, and communication related to any bookkeeping, account managing, or tax returns related to the above identified individuals and entities.
3. All records and documentation related to internet or wire transfers for accounts ass
4. All statements, records, communications, and audits related to any and all accounts for the above referenced individuals including the following accounts:
 - a. "Bills" – account ending in *5459
 - b. "Abundance Home Care 2" – CCNB account ending in *8829
 - c. "CCNB Payroll" – account ending in *4058
 - d. "Payroll" – account ending in *5467
 - e. "Profit Sharing" – account ending in *5532
 - f. "TD Bank" – account ending in *8598

5. All records, documentation, or communications related to any loans, loan applications, or loan denials, either applied for or received by the above identified individuals and entities.
6. All documentation regarding all transfers for accounts for Abundance Care, LLC, Abundance Home Care 2, LLC, Antioch Group, LLC, Tyrhonda Priest, and Frank Henderson.
7. All statements and records related to any checks, deposits, transfers, or withdrawals to or from any accounts associated with the above identified individuals and entities.
8. All records, documents, and communications related to any services performed, the engagement of services, nature and scope work, and all fees paid to Still Water by any of the above identified individuals and entities.

This list is by no means exhaustive or all-inclusive, but rather is meant to illustrate the types of responsive documents sought through this subpoena.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
	)	CASE NO.: 2022-CP-22-00650
Frank Henderson and Antioch Group.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Affidavit of Compliance
	)	with Subpoena
Abundance Home Care and Tyrhonda	)	
Priest,	)	
	)	
Defendants.	)	
	)	

I, _____, being duly sworn, state as follows:

1. Respondent's productions and responses to the Subpoena of Abundance Home Care and Tyrhonda Priest, dated March 3, 2023 (the "Subpoena") were prepared and assembled under my personal supervision;
2. I made or caused to be made a diligent, complete, and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
3. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
4. No Documents or information responsive to the Subpoena have been withheld from Respondent's production and response, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
5. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
6. The Documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine, and what they purport to be;
7. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any documents produced are authentic, genuine, and what they purport to be; and

8. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this ____ day of _____, 2023.

_____, Notary Public

My commission expires: _____

R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

March 15, 2023

Via Certified Mail

Heart of the Carolinas, LLC
213 E. Butler Road F2
Mauldin, SC 29662

RE: Subpoena for Documents
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

To Heart of the Carolinas, LLC:

We represent Abundance Home Care, LLC and Tyrhonda Priest in the above-referenced lawsuit pending in the Georgetown County Court of Common Pleas. Enclosed please find the Subpoena for the production of documents.

Responsive records should be returned on or before 12:00 PM on March 29, 2023. Our preference would be electronic format by email to denise@rmalawoffice.com and justin@rmalawoffice.com. Please let us know if we can be of assistance in coordinating the electronic transfer of the records.

Thank you in advance for your cooperation and please feel free to contact us with any questions concerning this subpoena.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law


Justin D. Mihalic

CC: Client
Yvonne Marie-Boyles, Attorney for Plaintiffs (via e-mail)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,
Plaintiffs

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2022-CP-22-00650

Abundance Home Care and Tyrhonda Priest,
Defendants

Pending in Georgetown County

TO: Heart of the Carolinas, LLC☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:**See Exhibit A, incorporated by reference.**

PLACE The Law Office of R. Mills Ariail, Jr., 11 North Irvine Street, Suite 11, Greenville, South Carolina 29601	DATE AND TIME March 29, 2023, by 12:00 PM
---	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


Attorney/Issuing Officer's Signature

March 15, 2023

Date

Justin D. Mihalic
Print Name

Attorney for Defendants

Address: 11 N. Irvine Street, Suite 13, Greenville, South Carolina 29601 Phone: 864-232-9390 Fax: 864-232-9392

Clerk of Court/Issuing Officer's Signature

Date

Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE <u>3/16/2023</u>	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE <u>Heart of the Carolinas</u>	
SERVED ON	<u>Heart of the Carolinas</u>	MANNER OF SERVICE <u>Certified US mail</u>
SERVED BY	<u>Denise Labeck</u>	TITLE <u>Paralegal</u>

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.	
Executed on <u>3/16/2023</u>	<u>Denise Labeck</u> SIGNATURE OF SERVER
	<u>11 N. Irvine St #11 Greenville SC 29601</u> ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

to Subpoena for the Production of Documents to

Heart of the Carolinas, LLC

Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest

Civil Action No. 2022-CP-22-00650

DOCUMENTS TO BE PRODUCED

Any and all Documents and Communications that refer, reflect, or relate to (1) Abundance Home Care, LLC; (2) Abundance Home Care 2, LLC; (3) Tyrhonda Priest; (4) Frank Henderson; and/or (5) Antioch Group, LLC, from January 1, 2018 through and including the present.

Responsive documents would include (limited to the subject matter stated above):

1. A Copy of the most current Articles of Organization that is on file with the South Carolina Secretary of State.
2. All records and documentation related to any bookkeeping, account managing, or tax returns related to the above named individuals and entities.
3. All records, documentation, and communications, whether electronic or otherwise, relating to any "loans" from Heart of the Carolina's, LLC to or from the above named individuals and entities.
4. All records and documentation related to internet or wire transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
5. All statements and records related to any checks, deposits, or transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
 - a. For each transaction identified, please state the name and title of the agent at Heart of the Carolinas that authorized each transaction.

6. All records, documentation, or communications related to any loans, loan applications, or loan denials, either applied for or received by, Heart of the Carolinas, LLC.

This list is by no means exhaustive or all-inclusive, but rather is meant to illustrate the types of responsive documents sought through this subpoena.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
	)	CASE NO.: 2022-CP-22-00650
Frank Henderson and Antioch Group.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Affidavit of Compliance
	)	with Subpoena
Abundance Home Care and Tyrhonda	)	
Priest,	)	
	)	
Defendants.	)	
	)	

I, _____, being duly sworn, state as follows:

1. Respondent's productions and responses to the Subpoena of Abundance Home Care and Tyrhonda Priest, dated March 3, 2023 (the "Subpoena") were prepared and assembled under my personal supervision;
2. I made or caused to be made a diligent, complete, and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
3. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
4. No Documents or information responsive to the Subpoena have been withheld from Respondent's production and response, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
5. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
6. The Documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine, and what they purport to be;
7. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any documents produced are authentic, genuine, and what they purport to be; and

8. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this _____ day of _____, 2023.

_____, Notary Public

My commission expires: _____

STATE OF SOUTH CAROLINA	)	IN THE FAMILY COURT
COUNTY OF GEORGETOWN	)	FIFTEENTH JUDICIAL CIRCUIT
	)	C.A. No.: 2022-CP-22-0650
FRANK HENDERSON AND ANTIOCH GROUP,	)	
	)	
Plaintiffs,	)	
Vs.	)	CERTIFICATE OF SERVICE
	)	
ABUNDANCE HOME CARE AND TYRHONDA PRIEST,	)	
	)	
Defendants.	)	

I, R. Mills Ariail, Jr., do hereby certify, that I forwarded a copy of the below documents to the attorney for the opposing counsel, Yvonne Murray-Boyles, Esquire, via email on this 16th day of March, 2023.

- Defendants' Answer and Counterclaims
- Defendant Abundance Home Care, LLC's First Set of Interrogatories and Requests for Production to Plaintiff Frank Henderson
- Letter and Subpoena to Coastal Carolina National Bank
- Letter and Subpoena to Still Water Accounting, LLC, et. al.
- Letter and Subpoena to Heart of the Carolinas, LLC

S/R. Mills Ariail, Jr.

R. Mills Ariail, Jr. (SC Bar No: 15584)

Justin D. Mihalic (SC Bar No.: 105108)

Law Office of R. Mills Ariail, Jr.

11 N. Irvine Street, Suite 11

Greenville, SC 29601

P: 864-232-9390

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mills@rmalawoffice.com

justin@rmalawoffice.com

Attorneys for Defendants/Counter-Plaintiffs

March 16, 2023

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN	)))	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C.A. No.: 2022-CP-22-0650
FRANK HENDERSON AND ANTIOCH GROUP, Plaintiffs, Vs. ABUNDANCE HOME CARE AND TYRHONDA PRIEST, Defendants.	)))))))))	PLAINTIFF'S RESPONSES TO DEFENDANT ABUNDANCE HOME CARE, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION TO PLAINTIFF FRANK HENDERSON

TO: DEFENDANT, ABUNDANCE HOME CARE, LLC BY AND THROUGH THEIR ATTORNEYS, R. MILLS ARIAIL, JR, ESQUIRE AND JUSTIN MIHALIC, ESQUIRE:

**DEFENDANT ABUNDANCE HOME CARE'S FIRST SET OF INTERROGATORIES
TO PLAINTIFF FRANK HENDERSON**

1. Provide names, addresses and telephone numbers of persons known by you to have knowledge regarding the facts of this case. For each person named, provide a narrative description of the facts believed to be known by each person and indicate whether a written or otherwise recorded statement has been taken from each witness and indicate who has possession of such statements.

**Answer: Andre Harrison 864-201-5270
Ray Sitton 864-593-9678
Yolandra Pepper 864-584-4744
All know the facts of the case.**
2. Provide names, addresses and telephone numbers of persons contacted by you, or anyone on your behalf, regarding the facts of this case. For each person named, provide a description of the information believed to be known by each person and indicate whether a written or otherwise recorded statement has been taken from each witness.

Answer: None.

3. Identify all photographs, plats, sketches, reports, memoranda, or other documents in your possession or control that relate to the facts, circumstances, or defense in this case.

Answer: Emails, Partnership Agreement, Profit and Loss Reports, Loan information, Tax Returns, Bank Statements, Checks.

4. Set forth the names and addresses of all insurance companies which have insurance coverage relating to this claim and set forth the number or numbers of the policies involved, and the amounts of liability coverage provided in each policy.

Answer: None.

5. List the names and address of any expert witnesses whom the party proposes to use as a witness at the trial of this case.

Answer: None.

6. Describe in detail all lawsuits filed against you, filed on your behalf, filed against or on behalf of a company or entity you are a member of over the past fifteen (15) years. Include the parties to the lawsuit, date of the filing, a brief description of the nature of the lawsuits, and how the lawsuits were resolved.

Answer: None.

7. Provide a list of all arrest, convictions, and subsequent dispositions, whether a misdemeanor or felony, in the past ten (10) years.

Answer: None.

8. Describe in detail all facts Plaintiff Frank Henderson asserts that the support the allegations and causes of action in Plaintiffs' Complaint.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000. She wrote a check for herself for \$70,000.00. She withheld information about Abundance Home Care's profits and business decisions.

9. Please provide a list of any and all conversations and communications that have taken place between you and any of the Defendants or their employees, owners, clients, patients, regarding the allegations listed in the Complaint, including the name of the individuals, the dates of the conversations, and a summary of each conversation or communication.

Answer: 6/1/18- Message from KM_C308

5/15/19- BFS Capitol Monthly Statement

3/20/20- Apply for SBA loan

3/30/20- SBA EIDL and Paycheck Protection Loans

3/30/20- Payroll Tax Reports, Tax Returns, Current Financial Statement, organizational documents of the business, list of all entities owned

4/13/20- HRSA CARES Act Provider Relief Fund

4/23/20- Paycheck Protection Closing Package- Abundance Home Care 2

4/24/20- Account Balance

7/23/20- Cathy Hill

8/10/20- Resting Place LLR

9/22/20- Account Agreement

9/29/20- Georgetown Property

9/29/20- Zoning

10/16/20- U.S. Department of Labor Compliance

10/20/20- Online Payment

10/25/20- Meeting about audit

10/25/20- email from SAVIN32773

10/27/20- 2018 and 2019 Profit and Loss Reports

11/23/20- New phone and resetting password for bank

1/8/21- CDC Guidelines

1/12/21- Abundance 1st Quarter Reports

1/21/21- application for an Admin

1/27/21- Loan Forgiveness Application- Abundance Home Care 2

2/4/21- Scheduling meeting to catch up on everything

2/16/21- Loan Forgiveness Application

2/23/21- Meeting

3/3/21- New Property Listings

3/11/21- Information for accountant

4/7/21- Increased Loan Limits for Covid-19 EIDL Program

5/19/21- Update on SBA Application

5/31/21- Profit and Loss Report

6/14/21- Profit and Loss Statements

8/16/21- EIDL for Abundance Home Care 2

8/16/21- Update on SBA Application

9/16/21- Thank you

9/16/21- Quarterly Reports

10/4/21- Meeting and new hire

11/15/21- Profit and Loss Report

11/29/21- Execution Agreement

10. Please provide a list of all documents, records, files, and any property including but not limited to client files, have in your possession.

Answer: Contract, Profit and Loss Reports, Bank Statements, Checks, Information on loans.

11. Please identify all financial accounts that Plaintiffs have utilized since January 1, 2018.

- a. For each account identified include the names listed on the account(s), the name of the financial institution(s), the account number(s), and the current amount of money in each of the identified account(s).

Answer: Coastal Carolina National Bank

Abundance Home Care 2 LLC

Account number: 1025018829

Current balance: \$103.00

12. Please identify all individuals employed by Frank Henderson that had any involvement with Defendants or the day-to-day activities of Defendant Abundance Home Care, or who received any compensation or monetary amounts from any of the operations or activities of Defendants.

Answer: Yolandra Pepper

Faye Young

13. Provide a list of all individuals that Plaintiff Frank Henderson spoke with or had involvement with regarding applying for or obtaining any loans or other indebtedness for or involving Defendants Abundance Home Care, LLC or Tyrhonda Priest.

Answer: Tyrhonda Priest.

14. Please list all loans, promissory notes, or other indebtedness that Plaintiff Frank Henderson was involved with or had knowledge of involving Defendants and provide detailed information regarding the loan or indebtedness including the lender, amount and date of the indebtedness.

Answer: CARES Act Provider Relief Fund Application

Supplemental Targeted Advance Loan, \$5,000- not approved, no indebtedness

Covid-19 Economic Injury Disaster Loan

15. Please list and provide each and every fact that supports your First Cause of Action Breach of Contract and in particular how the partnership agreement was breached and how personal liability attaches to Tyrhonda Priest.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

16. Please list and provide each and every fact that supports your Second Cause of Action or Second Defense as listed in your Amended Complaint for Fraud and in particular all bases for this cause of action, all specific details of fraud and how personal liability attaches to Tyrhonda Priest.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

She wrote a check for herself for \$70,000.00.

17. Please list and provide each and every fact that supports how Defendant Priest is personally liable including specific facts and evidence showing any conduct on the part of Defendant Priest that is deemed to grossly negligent or willful misconduct pursuant to the Partnership Agreement.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000. She wrote a check for herself for \$70,000.00. She withheld information about Abundance Home Care's profits and business decisions.

18. Identify each affirmative defense that Plaintiff Frank Henderson intends to raise in this Lawsuit, and for each defense, please describe the factual and legal bases for that defense.

Answer:

19. Please provide a list of deposits, withdrawals, checks, or transfers that you have made involving Abundance Home Care, LLC or Abundance Home Care 2, LLC since January 1, 2018.

Answer: Bank statements attached.

20. Please provide a list of deposits, withdrawals, checks, or transfers that you have made involving Antioch Group, LLC since January 1, 2018.

Answer: Bank statements attached.

21. Please provide the dates of all communications you have had with Tyrhonda Priest since January 1, 2018, and the specifics of each conversation including what was discussed, the dates of the conversations, and the individuals involved.

Answer: 6/1/18- Message from KM_C308

5/15/19- BFS Capitol Monthly Statement

3/20/20- Apply for SBA loan

3/30/20- SBA EIDL and Paycheck Protection Loans

3/30/20- Payroll Tax Reports, Tax Returns, Current Financial Statement, organizational documents of the business, list of all entities owned

4/13/20- HRSA CARES Act Provider Relief Fund

4/23/20- Paycheck Protection Closing Package- Abundance Home Care 2

4/24/20- Account Balance

7/23/20- Cathy Hill

8/10/20- Resting Place LLR

9/22/20- Account Agreement

9/29/20- Georgetown Property

9/29/20- Zoning

10/16/20- U.S. Department of Labor Compliance

10/20/20- Online Payment

10/25/20- Meeting about audit

10/25/20- email from SAVIN32773

10/27/20- 2018 and 2019 Profit and Loss Reports

11/23/20- New phone and resetting password for bank

1/8/21- CDC Guidelines

1/12/21- Abundance 1st Quarter Reports

1/21/21- application for an Admin

1/27/21- Loan Forgiveness Application- Abundance Home Care 2

2/4/21- Scheduling meeting to catch up on everything

2/16/21- Loan Forgiveness Application

2/23/21- Meeting

3/3/21- New Property Listings

3/11/21- Information for accountant

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6/14/21- Profit and Loss Statements

8/16/21- EIDL for Abundance Home Care 2

8/16/21- Update on SBA Application

9/16/21- Thank you

9/16/21- Quarterly Reports

10/4/21- Meeting and new hire

11/15/21- Profit and Loss Report

11/29/21- Execution Agreement

22. Please provide a list of all places you have been employed since January 1, 2000, including your role, the employer, the address, the dates of employment, and the reason the employment ended.

Answer: Self employed since 2000.

23. Please provide a list of every business entity, whether still functioning or not, that you were, or are, a partner, member, or shareholder in since January 1, 2018.

Answer: Abundance Home Care

Antioch Group

Hearts of Carolina

Sherman Residential Care

The Flying Biscuit Café

Faith Hope and Charity Residential Care LLC

**DEFENDANT ABUNDANCE HOME CARE, LLC'S FIRST SET OF REQUESTS FOR
PRODUCTION TO PLAINTIFF FRANK HENDERSON**

1. A copy of all documents referred to in Defendant's Interrogatories to Plaintiff Frank Henderson or in Plaintiff's answers thereto.

Answer: **Please see all responses to these requests.**

2. Copies of any and all exhibits to be used or anticipated to for use in this case, including but not limited to photographs, CD's, video tapes, notes, letters, memoranda, emails, or other prepared documents in possession of the part or of an expected witness that relate to the claim or defense in this case.

Answer: **Please see all responses to these requests.**

3. Please produce all documents in your possession that relate in any way to the Defendants involved in this action.

Answer: **Please see all responses to these requests.**

4. Please produce all communications between Plaintiff Frank Henderson and Defendant Tyrhonda Priest from January 1, 2018, to the present.

Answer: **Please see attached documents labeled Answer #4.**

5. Please provide bank statements for all accounts held with any financial institution(s) that Plaintiff Frank Henderson has used or accessed since January 1, 2018, including but not limited to a list of all deposits, transfers, withdrawals, checks, and payments from the accounts.

Answer: **Please see attach documents labeled Answer #5.**

6. Please provide all communications from you or your agents with John Marshall Looper of Still Water Accounting and Consulting, LLC, or any other representative from the company or associated companies, from January 1, 2018 through the present.

Answer: Please see attached document labeled Answer #6.

7. Please provide all communications by you or your agents with CCNB or representatives of CCNB, from January 1, 2018 through the present.

Answer: Please see attached documents labeled Answer #7.

8. Please provide all communications, including but not limited to, texts, MMS, emails, voicemails, or social media messages with Edward “Andre” Harrison from January 1, 2018 through the present.

Answer: Please see attached documents labeled Answer #8.

9. Please provide all records and documentation related to any loans or other indebtedness, whether business or personal, that Plaintiff Frank Henderson has been involved with since January 1, 2018, and which also involve or relates to either Defendant Abundance Home Care or Defendant Tyrhonda Priest. Such loans include but are not limited to, Paycheck Protection Program (“PPP”), Small Business Administration (“SBA”), any other COVID relief, or any other form governmental assistance, as well as any private loans.

Answer: Please see attached documents labeled Answer #9 and Answer #4.

10. Provide any and all communications by you or your agents with any other financial institutions or governmental entities or representatives thereof since January 1, 2018.

Answer: Please see attached documents labeled Answer #10.

11. Provide all accounting records, profit/loss statements, balance sheets or other information, either in your possession or received from any accountant(s) or other financial institution(s), regarding or involving Defendant Abundance Home Care, LLC.

Answer: Please see attached documents labeled Answer #11 in addition to Answer #4 and Answer #6.

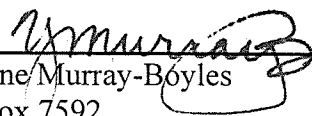
12. Provide all accounting records, profit/loss statements, balance sheets or other information, either in your possession or received from any accountants or other financial institution, regarding or involving Abundance Home Care 2, LLC.

Answer: Please see attached documents labeled Answer #11 in addition to Answer #4 and Answer #6.

13. For every business entity identified in response to Interrogatory No. 19, please provide a copy of the most recent Articles or Organization, or other governing documents on file with the South Carolina Secretary of State, detailing the structure and organizers of the entity.

Answer: Please see attached document labeled Answer #6.

LAW OFFICE OF YVONNE MURRAY-BOYLES


Yvonne Murray-Boyles
PO Box 7592
Columbia, SC 29202
T: 803-764-7463
F: 803-764-7467
yvonne@murrayboyleslaw.com
Attorney for Plaintiff

June 22, 2023

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,

Plaintiff,

-vs-

Abundance Home Care and Tyrhonda
Priest,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE THIRTEENTH JUDICIAL CIRCUIT

CASE NUMBER: 2022-CP-22-00650

CERTIFICATE OF SERVICE

I, Kristen Ledford, employee of the Law Office of Yvonne Murray-Boyles, Attorney for the Plaintiff in the above-captioned matter, hereby certify that I have served a copy of the *Plaintiff's Responses to Defendant's First Set of Interrogatories and Request for Production to Plaintiff* on R. Mills Ariail, Attorney for Defendants, by emailing a copy on June 22, 2023, at the following address:

R. Mills Ariail, Esquire
mills@rmalawoffice.com

Law Office of Yvonne Murray-Boyles

BY: 
Kristen Ledford

Columbia, South Carolina
June 22, 2023



Justin Mihalic <justin@rmalawoffice.com>

Following Up on Representation of Antioch Group and Heart of the Carolinas

Justin Mihalic <justin@rmalawoffice.com>

Fri, Jun 16, 2023 at 4:28 PM

To: Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>

Cc: Kristen Ledford <Kristen@murrayboyleslaw.com>, Denise LaBeck <denise@rmalawoffice.com>, Mills Ariail <mills@rmalawoffice.com>, Marcia Foy <Marcia@murrayboyleslaw.com>

Hey Yvonne,

I'm following up on our conversation from earlier this week to see if you have spoken with Frank Henderson regarding whether or not you will be representing the other two entities he is involved with?

If you could please let me know as soon as possible, that would be greatly appreciated. Currently, we are preparing to file Motions to Compel against both Antioch and Heart of the Carolinas at the beginning of next week as it is my understanding that neither had formally retained you for representation as of our conversation on Monday.

Thank you,

Justin D. Mihalic
Attorney at Law
Law Office of R. Mills Ariail, Jr.
11 N. Irvine Street, Suite 13
Greenville, SC 29601
(864) 232-9390

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Justin Mihalic <justin@malawoffice.com>

Following Up on Subpoena to Heart of the Carolinas and Antioch Representation

1 message

Justin Mihalic <justin@malawoffice.com>

Fri, Jul 7, 2023 at 12:32 PM

To: Yvonne Murray-Boyles <yvonne@murrayboyleslaw.com>

Cc: Mills Ariail <mills@malawoffice.com>, Denise LaBeck <denise@malawoffice.com>, Kristen Ledford <Kristen@murrayboyleslaw.com>, Marcia Foy <Marcia@murrayboyleslaw.com>

Hey Yvonne,

Just wanted to check in and see whether or not you would be representing Heart of the Carolinas in regards to the subpoena that we sent to them on 3/15/23. Last time we spoke you had said that you would be speaking with Frank as to whether you would be representing Heart of the Carolinas in addition to Frank.

I also wanted to get clarification as to whether we would be receiving additional discovery responses for Antioch in addition to Frank's discovery responses that we received the other week?

Please let me know if you will not be representing Heart of the Carolinas as I will need to file a Motion to Compel in order to get the documents and communications sought in that subpoena.

Thanks again,

Justin D. Mihalic
Attorney at Law
Law Office of R. Mills Ariail, Jr.
11 N. Irvine Street, Suite 13
Greenville, SC 29601
(864) 232-9390

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R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

February 22, 2024

VIA EMAIL ONLY

Yvonne Murray-Boyles
Law Office of Yvonne Murray-Boyles, LLC
P.O. Box 7592
Columbia, SC 29202

Re: Case No: 2022-CP-22-0650 - Deficiencies in Plaintiff's Discovery Responses

Dear Yvonne,

I hope you are doing well. I have finally had an opportunity to finish reviewing Plaintiff's Responses to Defendants' First Set of Interrogatories and Defendants' First Requests for Production. In doing so, I notice several deficiencies that I need to bring to your attention as I do not believe the responses provided by Mr. Henderson represent a good-faith effort to provide meaningful discovery in this matter. Many of the responses have significant omissions or contain recitations of previously provided responses without addressing the nuances of a particular discovery request.

I am providing this correspondence with the hope that these deficiencies will be remedied in a timely manner prior to mediation, to both expedite discovery and avoid the need for a Motion to Compel.

INTERROGATORIES

Interrogatory No. 1:

1. Provide names, addresses and telephone numbers of persons known by you to have knowledge regarding the facts of this case. For each person named, provide a narrative description of the facts believed to be known by each person and indicate whether a written or otherwise recorded statement has been taken from each witness and indicate who has possession of such statements.

Answer: Andre Harrison 864-201-5270
Ray Sitton 864-593-9678
Yolandra Pepper 864-584-4744
All know the facts of the case.

Plaintiff's response does not "provide a narrative description of the facts believed to be known by each person," nor does it "indicate whether a written or otherwise recorded statement has been taken from each witness."

Please provide a description regarding who the individuals are, how they know the "facts of the case", and what exactly each individual knows about the "facts of the case." Simply stating that "all know the facts of the case," is not a sufficient response to this Interrogatory under Rule 33.

Interrogatory No. 6:

6. Describe in detail all lawsuits filed against you, filed on your behalf, filed against or on behalf of a company or entity you are a member of over the past fifteen (15) years. Include the parties to the lawsuit, date of the filing, a brief description of the nature of the lawsuits, and how the lawsuits were resolved.

Answer: None.

Plaintiff did not provide a truthful answer to this Interrogatory. A quick search on just the Greenville County Public Index turned up the following cases involving Mr. Henderson or companies which Mr. Henderson has ownership interest in:

Frank Henderson:

- 2009CP2300909 Disposition Date: 08/18/2010
- 2010CP2301356 Disposition Date: 08/08/2011
- 2010CV2311004203 Disposition Date: 07/28/2011
- 2011CP2307431 Disposition Date: 11/09/2011
- 2012CV2311004152 Disposition Date: 11/07/2012
- 2014CP2305190 Disposition Date: 09/19/2014
- 2014CV2311000387 Disposition Date: 07/16/2014
- 2020CP2301294 Disposition Date: 05/23/2023
- 2021CV2310300548 Disposition Date: 05/21/2021
- 2023CP2305758 *Pending*

Antioch Group, LLC:

- 2020CP2301922 Disposition Date: 05/23/2023
- 2022CP2306243 Disposition Date: 04/03/2023

Heart of the Carolinas, LLC:

- 2018CP2305073 Disposition Date: 02/20/2020
- 2020CV2311101860 Disposition Date: 11/12/2020
- 2023CP2305228 *Pending*

All of the above-referenced cases were found on the Greenville County Public Index and are by no means meant to be an inclusive list of all the responsive lawsuits to Interrogatory No. 6. Please supplement the previous discovery response addressing the above-referenced cases as well as any other cases in other counties and/or states, as well as lawsuits involving the other entities Mr. Henderson has involvement with.

Interrogatory No. 7:

7. Provide a list of all arrest, convictions, and subsequent dispositions, whether a misdemeanor or felony, in the past ten (10) years.

Answer: None.

Plaintiff did not truthfully respond to Interrogatory No. 7 based on the following results located on the Greenville County Public Index.

- Case No: 2013A2320602913 Arrest Date: 11/06/2013 Disposition Date: 8/23/2016
- Case No: 2013A2320602912 Arrest Date: 11/06/2013 Disposition Date: 8/23/2016

In the above-referenced cases, Mr. Henderson pled guilty to two (2) counts of Forgery. We request that Mr. Henderson supplement his response with a corrected list “of all arrest, convictions, and subsequent dispositions, whether misdemeanor or felony, in the past ten (10) years,” including, but not limited to, the two above-identified charges.

Interrogatory No. 8:

Interrogatory No. 8 asks for Plaintiff to, “[d]escribe in detail all facts Plaintiff Frank Henderson asserts that support the allegations and causes of action in Plaintiff’s Complaint.” In response, Plaintiff provided the following:

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

She wrote a check for herself for \$70,000.00. She withheld information about

Abundance Home Care’s profits and business decisions.

We request that Mr. Henderson supplement the previously provided response to include, but not be limited to, the following information:

- Identify the account that Plaintiff contends “Tyrhonda took money out of.”
- Explain and/or identify what Plaintiff contends are “personal bills of \$130,000” and provide any documentation corroborating the explanation pursuant to Request for Production No. 1; and
- Identify when Plaintiff contends Defendant “wrote a check for herself for \$70,000” and provide any documentation or statements relied on pursuant to Request for Production No. 1; and
- Explain in detail what Plaintiff means when stating, “[s]he withheld information about Abundance Home Care’s profits and business decisions.” This explanation should include, but not limited to, the specific “business decisions” referred to in this response, the date/time that Plaintiff contends Defendant “withheld information”, the nature of the information “withheld”, and when/how Plaintiff came to learn of the “withheld information.”

Interrogatory No. 11:

11. Please identify all financial accounts that Plaintiffs have utilized since January 1, 2018.

- a. For each account identified include the names listed on the account(s), the name of the financial institution(s), the account number(s), and the current amount of money in each of the identified account(s).

Answer: Coastal Carolina National Bank

Abundance Home Care 2 LLC

Account number: 1025018829

Current balance: \$103.00

The response to Interrogatory No. 11 has significant deficiencies. In the event that Plaintiffs contend it is accurate, please provide an explanation as to why the only account used by Plaintiffs Frank Henderson and Antioch Group, LLC since January 1, 2018, is an account in the name of “Abundance Home Care 2 LLC”.

From a review of the documentation provided in Plaintiff’s original discovery responses and obtained from subpoenas, there are transactions between an Abundance Home Care account and the other accounts identified below.

- “TD Income Account” – Account ending in -8598
- “CCNB Payroll” - Account ending in -4058
- “Bill” - Account ending in -5459
- “Profit Sharing” - Account ending in -5532
- “Payroll” - Account ending in -5467
- “HOTC” ending in -8969
- “Sherman Res” Accounts ending in -8944 and -2267
- “PBC” Account ending in -8977
- “Miller Place” Account ending in -3761
- “FH&C” Account ending in -8951
- “CCNB Payroll” Account ending in -4132
- Bank of America Account ending in -6164
- Bank of America Account ending in -9556

Additionally, no statements were provided for the above-identified accounts. We request Plaintiffs supplement his response to include a complete list of any and all accounts which Mr. Henderson has used or has had access to since January 1, 2018, including any and all accounts owned or controlled by Antioch Group, LLC.

Interrogatory No. 12:

12. Please identify all individuals employed by Frank Henderson that had any involvement with Defendants or the day-to-day activities of Defendant Abundance Home Care, or who received any compensation or monetary amounts from any of the operations or activities of Defendants.

Answer: Yolandra Pepper

Faye Young

Please provide details regarding in what capacity the above-identified individuals are employed by Mr. Henderson as well as providing a description of the individuals “involvement with Defendants or the day-to-day activities of Defendants Abundance Home Care.” To the extent the above-identified individuals are employed by Mr. Henderson, or by one of the entities in which Mr. Henderson has ownership interest, identify their employment, compensation structure, compensation received, and any supporting documentation pursuant to Request for Production No. 1.

Interrogatory No. 13:

13. Provide a list of all individuals that Plaintiff Frank Henderson spoke with or had involvement with regarding applying for or obtaining any loans or other indebtedness for or involving Defendants Abundance Home Care, LLC or Tyrhonda Priest.

Answer: Tyrhonda Priest.

The response to Interrogatory No. 13 is deficient based on information and communications showing that Mr. Henderson had involvement with other individuals when applying for and/or obtaining loans for Defendants Abundance Home Care, LLC and/or Tyrhonda Priest. Based on our information, Plaintiff Henderson spoke to, or had involvement with, at least the following individuals:

- Jeremy Baird – Loan Office at CCNB (Lender on PPP Loan Application)
- Marshall Looper – Accountant/Bookkeeper and Owner of Still Water Financial
- Justin Lee - CCNB

- Mitch Grant – Windsor Advantage
- Clinton McKinney – CCNB
- Elizabeth Johnson – CCNB
- Colby Ebert – Southern First
- Andrea with DNP Financial

Please supplement the previously provided response to include any individuals not identified in Plaintiff's original response as well as the specific loan or indebtedness the individuals were involved with.

Interrogatory No. 14:

14. Please list all loans, promissory notes, or other indebtedness that Plaintiff Frank Henderson was involved with or had knowledge of involving Defendants and provide detailed information regarding the loan or indebtedness including the lender, amount and date of the indebtedness.

Answer: CARES Act Provider Relief Fund Application

Supplemental Targeted Advance Loan, \$5,000- not approved, no indebtedness

Covid-19 Economic Injury Disaster Loan

Plaintiff's response to Interrogatory No. 14 is deficient for numerous reasons. As an initial matter, the loans identified in Plaintiff's Response do not include "detailed information" regarding the loans identified. We request that Plaintiff supplement this Response to include the lender, amount of each loan, and date of each loan or indebtedness.

Additionally, Mr. Henderson's response does not include any mention of a "loan" from Heart of the Carolinas in excess of \$180,000. This "loan" is indicated on the Profit & Loss Statements and Balance Sheets produced, yet it is not mentioned in the Interrogatory Responses and no documentation has been provided indicating the origin, authorization, and approval of this loan.

The same goes for the PPP loan with a disbursement date of 4/15/2020 in the amount of \$180,362.50. Based on the application provided in Plaintiff's document production, this loan was applied for under the "Abundance Home Care 2, LLC" business name, using the Business TIN for Abundance Home Care 2, LLC (83-0864525), and has Mr. Henderson is listed as the "primary contact" on the application.

Interrogatory No. 15:

15. Please list and provide each and every fact that supports your First Cause of Action Breach of Contract and in particular how the partnership agreement was breached and how personal liability attaches to Tyrhonda Priest.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

We request that Plaintiff supplement the response provided to Defendants' Interrogatory No. 15 to adequately explain how the answer provided supports Plaintiff's First Cause of Action. The supplemental response should include, but not be limited to, the facts and information relied on by Plaintiff supporting that Defendant Tyrhonda Priest "took money out of account to pay her personal bills of \$130,000," and any documentation relied on should be provided pursuant to Request for Production No. 1.

Interrogatory No. 16:

16. Please list and provide each and every fact that supports your Second Cause of Action or Second Defense as listed in your Amended Complaint for Fraud and in particular all bases for this cause of action, all specific details of fraud and how personal liability attaches to Tyrhonda Priest.

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

She wrote a check for herself for \$70,000.00.

Plaintiff's Response to Interrogatory No. 16 is deficient for the same reasons set forth previously regarding Plaintiff's Responses to Interrogatories Nos. 8 and 15. Please provide a supplemental response that includes "all specific details of fraud and how personal liability attaches to Tyrhonda Priest," and provide any supporting documentation relied on pursuant to Request for Production No. 1.

Interrogatory No. 17:

Defendants' Interrogatory No. 17 asks for Plaintiff to, "[p]lease list and provide each and every fact that supports how Defendant Priest is personally liable including specific facts and evidence showing any conduct on the part of Defendant Priest that is deemed to grossly negligent or willful misconduct pursuant to the Partnership Agreement." Plaintiff provided the following response:

Answer: Tyrhonda took money out of account to pay her personal bills of \$130,000.

She wrote a check for herself for \$70,000.00. She withheld information about

Abundance Home Care's profits and business decisions.

Plaintiff's Response to Interrogatory No. 17 is deficient for the same reasons set forth above with regard to Plaintiff's Responses to Interrogatories Nos. 8, 15, and 16. We request that Plaintiff provide a supplemental response specifically identifying and explaining the "conduct" on the part of Defendant Priest that is deemed "grossly negligent" or "willful misconduct" pursuant to the Partnership Agreement in addition to identifying the specific provisions of the Partnership Agreement that Plaintiff Henderson alleges Defendant Priest violated.

Interrogatory No. 18:

18. Identify each affirmative defense that Plaintiff Frank Henderson intends to raise in this Lawsuit, and for each defense, please describe the factual and legal bases for that defense.

Answer:

Plaintiff did not provide an answer to Defendants' Interrogatory No. 18.

Interrogatory No. 22:

22. Please provide a list of all places you have been employed since January 1, 2000, including your role, the employer, the address, the dates of employment, and the reason the employment ended.

Answer: Self employed since 2000.

Plaintiff's Response is deficient as it does not include the information sought through the Interrogatory. We request Mr. Henderson supplement this response to include a description of Mr. Henderson's roles with the companies which he either has ownership interest in or receives financial

compensation from. This description should include, but not be limited to, when Mr. Henderson became involved with the companies identified in his discovery responses, how he became involved with those companies, the addresses of the companies, and what his role in the companies was when he first became involved as well as what his current role is, if any, with the identified companies.

REQUESTS FOR PRODUCTION

Request for Production No. 4:

Specific Deficiencies:

- Subject “**Fwd: Completed: CARES Act Provider Relief Fund**” – Thursday, August 13, 2020

The initial discovery responses included the above identified email containing an attachment of the completed HRSA CARES Act Provider Relief Application. Please provide any additional correspondence indicating where this matter was discussed and/or authorized by Defendant Priest, including but not limited to emails, text messages, and social media messages.

Additionally, please produce a copy of the completed application that Mr. Henderson received at approximately 6:11 p.m. on Thursday, August 13, 2020, along with any other documentation relating to this loan.

- Subject: “**Fwd: Loan Forgiveness Application Available for Abundance home care 2**” – January 27, 2021

The document attached to this email is only a partially executed copy. Please provide the fully executed copy of the Loan Forgiveness Application.

General Deficiencies:

In response to Request for Production No. 4, Mr. Henderson only produced email communications with Tyrhonda Priest. Please produce any other forms of communication such as text messages and/or social media messages, and to the extent Plaintiff Henderson contends that there are no communications outside of emails, please have Mr. Henderson provide a written statement confirming there are no other communications that are responsive to this request.

Request for Production No. 5:

Plaintiff’s Responses to Request for Production No. 5 only include two (2) bank accounts. Based on transactions in the two statements, email communications, and other documents obtained through subpoenas it is abundantly clear that Mr. Henderson has “used or accessed” additional bank accounts since January 1, 2018, and we request that information be supplemented in response to this Request.

As but an example, no statements were provided for an account ending in -8969, which is where the \$180,000 PPP loan taken out in Abundance Home Care 2, LLC’s name was deposited into. For reference, see the accounts identified in this letter as missing from Plaintiff’s Response to Interrogatory No. 11.

Additionally, the transactions provided for “Abundance Home Care 2 LLC” Account ending in -8829 only range from November 10, 2020, through March 10, 2022. We request that Plaintiff supplement the previous response to include a list of transactions from the beginning of the account ending in -8829 through November 10, 2022, and also from March 10, 2022, through the present.

Request for Production No. 6:

Similar to the concerns with Request for Production No. 4, please provide any text messages or email communications with Marshall Looper for the requested period. To the extent Plaintiff Henderson

contends that the only communications are the limited email communications provided, please provide a written statement confirming the same.

Request for Production No. 7:

- “Deposit Account” Email – April 20, 2020 at 4:12 p.m. – Clinton McKinney to Frank Henderson

The discovery responses provided do not include Mr. Henderson’s response to this email from Clinton McKinney. Likewise, the executed copy of the “Heart of the Carolinas Cross Ownership Addendum 2020” was not produced and there were no communications produced indicating where this was authorized by Ms. Priest.

Request for Production No. 8:

In response to Defendants’ Request for Production No. 8, Mr. Henderson only provided five (5) email communications involving Edward “Andre” Harrison for the time frame of January 1, 2018, through the present. We request that Mr. Henderson provide supplemental production of “texts, MMS, emails, voicemails, or social media messages with Edward “Andre” Harrison from January 1, 2018, through the present.”

Request for Production No. 12:

After reviewing the documents referenced in Plaintiff’s Response, we are unable to locate a single accounting record, profit/loss statement, balance sheet or other information regarding Abundance Home Care 2, LLC. We request that this information be provided through Plaintiff’s supplemental responses.

Request for Production No. 13:

In Response to this request, Plaintiff Henderson only provided the most recent Articles of Organization for Abundance Home Care, LLC. Based on Plaintiff’s response to Interrogatory No. 23 along with information from the email communications provided, please provide the most recent Articles of Organization for the following entities:

- Antioch Group
- Heart of the Carolinas
- Sherman Residential Care
- The Flying Biscuit Café (Palmetto Breakfast Club)
- Faith Hope and Charity Residential Care, LLC
- Miller Place
- Palmetto Business Partners
- James Harrison
- Ruby Donald Residential Care
- Shamrock Advantage
- Court View

Please feel free to contact me by email or call our office at 864-232-9390 if you have any questions.

Sincerely,



Justin D. Mihalic

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	FIFTEENTH JUDICIAL CIRCUIT
	)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group, LLC,	)	
	)	
Plaintiffs,	)	
	)	DEFENDANTS' MOTION TO COMPEL
vs.	)	SUBPOENAS
	)	
Abundance Home Care, LLC, and	)	
Tyrhonda Priest,	)	
	)	
Defendants.	)	

TO: HEART OF THE CAROLINAS, LLC

YOU WILL PLEASE TAKE NOTICE that the Defendants', Tyrhonda Priest and Abundance Home Care, LLC ("Defendants"), by and through the undersigned attorney, will move before the Presiding Judge, ten (10) days after the service of this Notice, or at such time as counsel is scheduled to be heard, will move for and Order pursuant to pursuant to the *South Carolina Rules of Civil Procedure 37 and 45* compelling production of the information requested through the subpoena and such other further relief as this Court may deem just and proper. Said Motion is based upon good cause being shown by the attached Motion and on such other relevant evidence as may be presented to the Court.

Respectfully Submitted,

s/ Justin D. Mihalic
Justin D. Mihalic (SC Bar No.: 105108)
R. Mills Ariail, Jr. (SC Bar No: 15584)
LAW OFFICE OF R. MILLS ARIAIL, JR.
11 N. Irvine Street, Suite 11
Greenville, SC 29601
justin@rmalawoffice.com
mills@rmalawoffice.com

Greenville, SC
Date: March 20, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN	)	FIFTEENTH JUDICIAL CIRCUIT
	)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group, LLC	)	
	)	
Plaintiffs,	)	
	)	DEFENDANTS' MOTION TO COMPEL
vs.	)	SUBPOENAS
	)	
Abundance Home Care, LLC, and	)	
Tyrhonda Priest,	)	
	)	
Defendants.	)	

The Defendants, through their undersigned counsel, respectfully submits to this Honorable Court pursuant to the *South Carolina Rules of Civil Procedure 45*, a Motion to Compel Discovery. Said Motion to Compel is based upon the following:

1. That on or about March 15, 2023, the Defendants through their Counsel of Record, and in accordance with the *South Carolina Rules of Civil Procedure 45*, sent Heart of the Carolinas, LLC a Subpoena *Duces Tecum* via U.S. Certified Mail.
2. That on or around March 16, 2023, a copy of the Subpoenas *Duces Tecum* served on Heart of the Carolinas was provided to Plaintiff's counsel, as upon information and belief, Plaintiff Frank Henderson is a managing member of Heart of the Carolinas, LLC.
3. That the Subpoena *Duces Tecum* issued on March 15, 2023, was unable to be delivered and as a result, a second Subpoena *Duces Tecum* was sent via U.S. Certified Mail on or around April 3, 2023.
4. Upon information and belief, the Subpoena *Duces Tecum* issued on April 3, 2023 was received by Heart of the Carolinas, LLC on or around April 6, 2023.
5. That the Subpoenas *Duces Tecum* required Heart of the Carolinas to produce requested information and documents no later than April 17, 2023.

6. Under Rule 45(c)(2)(A), Heart of the Carolinas, LLC did not respond to the subpoena and failed to timely raise any objections to the subpoenas sent on March 16, 2023, and April 4, 2023. Therefore, they have waived their right to object based upon failure to object within the appropriate time frame of Rule 45 and all documents should have been produced. (*See Exhibit A*).
7. As of the date of filing this Motion to Compel, Heart of the Carolinas, LLC has not produced the requested information or documents as initially requested in Defendants' Subpoenas *Duces Tecum*.

WHEREFORE, the Defendants pray for the following relief:

1. That this Court issue and Order compelling Heart of the Carolinas to completely produce all of the requested information and documents;
2. That this Court order Heart of the Carolinas to pay the Defendants' attorney fees and costs associated with bringing this matter a result of the improper conduct in failing to properly respond to the Subpoena *Duces Tecum*; and
3. That this Court order such further relief it deems just and proper.

Respectfully Submitted,

s/ Justin D. Mihalic
Justin D. Mihalic (SC Bar No.: 105108)
R. Mills Ariail, Jr. (SC Bar No: 15584)
LAW OFFICE OF R. MILLS ARIAIL, JR.
11 N. Irvine Street, Suite 11
Greenville, SC 29601
mills@rmalawoffice.com
justin@rmalawoffice.com

Greenville, SC
Date: March 20, 2024

R. MILLS ARIAIL, JR.
ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

March 15, 2023

Via Certified Mail

Heart of the Carolinas, LLC
213 E. Butler Road F2
Mauldin, SC 29662

RE: Subpoena for Documents
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

To Heart of the Carolinas, LLC:

We represent Abundance Home Care, LLC and Tyrhonda Priest in the above-referenced lawsuit pending in the Georgetown County Court of Common Pleas. Enclosed please find the Subpoena for the production of documents.

Responsive records should be returned on or before 12:00 PM on March 29, 2023. Our preference would be electronic format by email to denise@rmalawoffice.com and justin@rmalawoffice.com. Please let us know if we can be of assistance in coordinating the electronic transfer of the records.

Thank you in advance for your cooperation and please feel free to contact us with any questions concerning this subpoena.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law


Justin D. Mihalic

CC: Client
Yvonne Marie-Boyles, Attorney for Plaintiffs (via e-mail)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,
Plaintiffs

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2022-CP-22-00650

Abundance Home Care and Tyrhonda Priest,
Defendants

Pending in Georgetown County

TO: **Heart of the Carolinas, LLC**☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:**See Exhibit A, incorporated by reference.**

PLACE The Law Office of R. Mills Ariail, Jr., 11 North Irvine Street, Suite 11, Greenville, South Carolina 29601	DATE AND TIME March 29, 2023, by 12:00 PM
--	---

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.


Attorney/Issuing Officer's Signature

March 15, 2023

Date

Justin D. Mihalic
Print Name

Attorney for Defendants

Address: 11 N. Irvine Street, Suite 13, Greenville, South Carolina 29601 Phone: 864-232-9390 Fax: 864-232-9392

Clerk of Court/Issuing Officer's Signature

Date

Print Name

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE <u>3/16/2023</u>	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE <u>Heart of the Carolinas</u>	
SERVED ON <u>Heart of the Carolinas</u>	MANNER OF SERVICE <u>Certified US mail</u>	
SERVED BY <u>Denise Labeck</u>	TITLE <u>Paralegal</u>	

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 3/16/2023

Denise Labeck

SIGNATURE OF SERVER

11 N. Irvine St #11 Greenville SC 29601

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

to Subpoena for the Production of Documents to

Heart of the Carolinas, LLC

Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest

Civil Action No. 2022-CP-22-00650

DOCUMENTS TO BE PRODUCED

Any and all Documents and Communications that refer, reflect, or relate to (1) Abundance Home Care, LLC; (2) Abundance Home Care 2, LLC; (3) Tyrhonda Priest; (4) Frank Henderson; and/or (5) Antioch Group, LLC, from January 1, 2018 through and including the present.

Responsive documents would include (limited to the subject matter stated above):

1. A Copy of the most current Articles of Organization that is on file with the South Carolina Secretary of State.
2. All records and documentation related to any bookkeeping, account managing, or tax returns related to the above named individuals and entities.
3. All records, documentation, and communications, whether electronic or otherwise, relating to any "loans" from Heart of the Carolina's, LLC to or from the above named individuals and entities.
4. All records and documentation related to internet or wire transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
5. All statements and records related to any checks, deposits, or transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
 - a. For each transaction identified, please state the name and title of the agent at Heart of the Carolinas that authorized each transaction.

6. All records, documentation, or communications related to any loans, loan applications, or loan denials, either applied for or received by, Heart of the Carolinas, LLC.

This list is by no means exhaustive or all-inclusive, but rather is meant to illustrate the types of responsive documents sought through this subpoena.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
	)	CASE NO.: 2022-CP-22-00650
Frank Henderson and Antioch Group.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Affidavit of Compliance
	)	with Subpoena
Abundance Home Care and Tyrhonda	)	
Priest,	)	
	)	
Defendants.	)	
	)	

I, _____, being duly sworn, state as follows:

1. Respondent's productions and responses to the Subpoena of Abundance Home Care and Tyrhonda Priest, dated March 3, 2023 (the "Subpoena") were prepared and assembled under my personal supervision;
2. I made or caused to be made a diligent, complete, and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
3. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
4. No Documents or information responsive to the Subpoena have been withheld from Respondent's production and response, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
5. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
6. The Documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine, and what they purport to be;
7. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any documents produced are authentic, genuine, and what they purport to be; and

8. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this ____ day of _____, 2023.

_____, Notary Public

My commission expires: _____

CERTIFIED MAIL™



7007 3020 0002 1301 3702

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03/16/2023

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USPS FIRST-CLASS™ MAIL

R. Mills Ariail, Jr.
Law Office of R. Mills Ariail, Jr.
11 N Irvine St, Ste 11
Greenville SC 29601-4902

Return Receipt Requested

C007

HEART OF THE CAROLINAS, LLC
213 E BUTLER RD, STE F2
MAULDIN SC 29662-2172

6252-70962 SC 274 NFE 1
FORWARD TIME EXP
HEART OF THE CAROLINAS
213 E BUTLER RD, STE F2
MAULDIN SC 29662-2172
GREENVILLE SC 29601-4902

274 NFE 1
C21C0003/22/22
82/22/2000062905

SENDER: COMPLETE THIS SECTION

TOET 2000 020E 2002

RY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Heart of the Carolinas, LLC
213E Butler Rd #2
Mauldin SC 29662
2972



9590 9402 7369 2028 7059 88

2. Article Number (Transfer from service label)

1007 3020 000213013702

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

R. MILLS ARIAIL, JR.

ATTORNEY AT LAW

11 NORTH IRVINE STREET, SUITE 11 • GREENVILLE, SC 29601
PHONE 864.232.9390 • FAX 864.232.9392 • E-MAIL MILLS@RMALAWOFFICE.COM

April 3, 2023

Via Certified Mail

Heart of the Carolinas, LLC
121 Edinburgh Court
Greenville, SC 29607

RE: Subpoena for Documents
Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

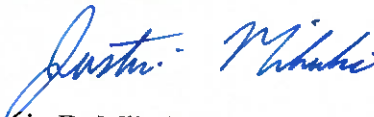
To Heart of the Carolinas, LLC:

We represent Abundance Home Care, LLC and Tyrhonda Priest in the above-referenced lawsuit pending in the Georgetown County Court of Common Pleas. Enclosed please find the Subpoena for the production of documents.

Responsive records should be returned on or before 12:00 PM on April 17, 2023. Our preference would be electronic format by email to denise@rmalawoffice.com and justin@rmalawoffice.com. Please let us know if we can be of assistance in coordinating the electronic transfer of the records.

Thank you in advance for your cooperation and please feel free to contact us with any questions concerning this subpoena.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law



Justin D. Mihalic

CC: Client
Yvonne Marie-Boyles, Attorney for Plaintiffs (via e-mail)

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GEORGETOWN

Frank Henderson and Antioch Group,
Plaintiffs

v.

SUBPOENA IN A CIVIL CASE

Case Number: 2022-CP-22-00650

Abundance Home Care and Tyrhonda Priest,
Defendants

Pending in Georgetown County

TO: **Heart of the Carolinas, LLC**☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:**See Exhibit A, incorporated by reference.**

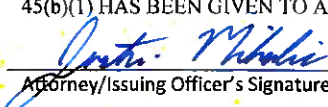
PLACE The Law Office of R. Mills Ariail, Jr., 11 North Irvine Street, Suite 11, Greenville, South Carolina 29601	DATE AND TIME April 17, 2023, by 12:00 PM
---	--

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM
----------	--------------------

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

 Attorney/Issuing Officer's Signature	<u>April 3, 2023</u> ~~March 15, 2023~~ Date	Justin D. Mihalic Print Name
---	---	---------------------------------

Attorney for Defendants

Address: 11 N. Irvine Street, Suite 13, Greenville, South Carolina 29601 Phone: 864-232-9390 Fax: 864-232-9392

Clerk of Court/Issuing Officer's Signature	Date	Print Name
--	------	------------

Pro Se Litigant's Name, Address and Telephone Number :

PROOF OF SERVICE

SERVED	DATE <u>4/4/23</u>	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE <u>Heart of the Carolinas</u>	
SERVED ON	<u>Heart of the Carolinas</u>	MANNER OF SERVICE <u>Certified mail</u>
SERVED BY	<u>Denise LaBeck</u>	TITLE <u>Paralegal</u>

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 4/4/23

Denise LaBeck
SIGNATURE OF SERVER
11 N. Irvine St #11 Greenville SC
ADDRESS OF SERVER 29601

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

to Subpoena for the Production of Documents to

Heart of the Carolinas, LLC

Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest

Civil Action No. 2022-CP-22-00650

DOCUMENTS TO BE PRODUCED

Any and all Documents and Communications that refer, reflect, or relate to (1) Abundance Home Care, LLC; (2) Abundance Home Care 2, LLC; (3) Tyrhonda Priest; (4) Frank Henderson; and/or (5) Antioch Group, LLC, from January 1, 2018 through and including the present.

Responsive documents would include (limited to the subject matter stated above):

1. A Copy of the most current Articles of Organization that is on file with the South Carolina Secretary of State.
2. All records and documentation related to any bookkeeping, account managing, or tax returns related to the above named individuals and entities.
3. All records, documentation, and communications, whether electronic or otherwise, relating to any "loans" from Heart of the Carolina's, LLC to or from the above named individuals and entities.
4. All records and documentation related to internet or wire transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
5. All statements and records related to any checks, deposits, or transfers between Heart of the Carolinas, LLC and any accounts associated with the above named individuals and entities.
 - a. For each transaction identified, please state the name and title of the agent at Heart of the Carolinas that authorized each transaction.

6. All records, documentation, or communications related to any loans, loan applications, or loan denials, either applied for or received by, Heart of the Carolinas, LLC.

This list is by no means exhaustive or all-inclusive, but rather is meant to illustrate the types of responsive documents sought through this subpoena.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
	)	CASE NO.: 2022-CP-22-00650
Frank Henderson and Antioch Group.	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Affidavit of Compliance
	)	with Subpoena
Abundance Home Care and Tyrhonda	)	
Priest,	)	
	)	
Defendants.	)	
	)	

I, _____, being duly sworn, state as follows:

1. Respondent's productions and responses to the Subpoena of Abundance Home Care and Tyrhonda Priest, dated April 3, 2023 (the "Subpoena") were prepared and assembled under my personal supervision;
2. I made or caused to be made a diligent, complete, and comprehensive search for all Documents and information requested by the Subpoena, in full accordance with the instructions and definitions set forth in the Subpoena;
3. Respondent's productions and responses to the Subpoena are complete and correct to the best of my knowledge and belief;
4. No Documents or information responsive to the Subpoena have been withheld from Respondent's production and response, other than responsive Documents or information withheld on the basis of a legal privilege or doctrine;
5. All responsive Documents or information withheld on the basis of a legal privilege or doctrine have been identified on a privilege log composed and produced in accordance with the instructions in the Subpoena;
6. The Documents contained in Respondent's productions and responses to the Subpoena are authentic, genuine, and what they purport to be;
7. Attached is a true and accurate record of all persons who prepared and assembled any productions and responses to the Subpoena, all persons under whose personal supervision the preparation and assembly of productions and responses to the Subpoena occurred, and all persons able to competently testify: (a) that such productions and responses are complete and correct to the best of such person's knowledge and belief; and (b) that any documents produced are authentic, genuine, and what they purport to be; and

8. Attached is a true and accurate statement of those requests under the Subpoena as to which no responsive Documents were located in the course of the aforementioned search.

Signature of Affiant

Date

Printed Name of Affiant

* * *

Subscribed and sworn to before me this ____ day of _____, 2023.

_____, Notary Public

My commission expires: _____

SENDER: COMPLETE

5907 2027 0000 0622 8702

DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

1. Article Addressed to:

Heart of the Carolinas LLC
121 Edinburgh Court
Greenville SC 29607

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7018 2290 0000 1707 1065

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

UNITED STATES POSTAL SERVICE

GREENVILLE SC 296

5 APR 2023 PM 4 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Law Office of R. Mills Atrial, Jr.
11 N. Irvine St #11
Greenville SC 29601

EXHIBIT C

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2200650

Frank Henderson et al
PLAINTIFF(S)

Tyrhonda Priest 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **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:

Motion to Compel Discovery Responses - Atty Mihalic - Attorneys came to agreement - 45 days to respond.

Motion to Compel Subpoenas - Atty Mihalic - Attorneys came to agreement - 45 days to respond.

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 07/30/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Electronic Form 4

15th Circuit Resident Judge

s/ B. Alex Hyman

EXHIBIT D

STATE OF SOUTH CAROLINA COUNTY OF GEORGETOWN	)))	IN THE COURT OF COMMON PLEAS FIFTEENTH JUDICIAL CIRCUIT C.A. No.: 2022-CP-22-0650
FRANK HENDERSON AND ANTIOCH GROUP, Plaintiffs, Vs. ABUNDANCE HOME CARE AND TYRHONDA PRIEST, Defendants.	))))))))))	RULE TO SHOW CAUSE

Defendants hereby file this Rule to Show Cause seeking to hold Plaintiffs and Heart of the Carolinas in civil contempt of Court and would show unto the Court as follows:

Procedural Posture

The parties have previously been before this Court in regards to a Motion to Compel filed by the Defendants against Plaintiffs and Heart of the Carolinas. This matter involved the service of discovery on Plaintiffs and a subpoena on Heart of the Carolinas. At the hearing, Plaintiffs' attorney confirmed that discovery responses and responses to the Heart of Carolinas' subpoena would be provided. Plaintiffs' counsel also informed the Court that she represented Heart of the Carolinas.

At this time, despite repeated requests for compliance with the Order entered by Judge Alex Hyman on July 30, 2024, no documents have been provided. The matter raised in this Rule to Show Cause arises out of and seeks compliance with this Order filed with this Court on July 30, 2024 which has been attached as Exhibit A. Despite the Court's clear directives, Plaintiffs and Heart of the Carolinas has willfully failed to comply with the Order.

Argument

The determination of contempt ordinarily rests within the sound discretion of the trial judge. *State v. Bevilacqua*, 316 S.C. 122, 129, 447 S.E.2d 213, 217 (Ct.App.1994). Contempt is an extreme measure and the power to find an individual in contempt is not to be lightly asserted. *Id.* at 128, 447 S.E.2d at 216. Contempt results from the willful disobedience of a court order and before a person may be held in contempt, the record must be clear and specific as to acts or conduct upon which the contempt is based. *Id.* at 129, 447 S.E.2d at 217. A willful act is an act “done voluntarily and intentionally with the specific intent to do something the law forbids, or with the specific intent to fail to do something the law requires to be done; that is to say with bad purpose either to disobey or disregard the law.” *Id.* (internal quotations omitted). If the primary purpose of the sanctions imposed is to preserve the court's authority and to punish for disobedience of its orders, the contempt is considered criminal. *Id.* at 128, 447 S.E.2d at 217.

Conversely, if the purpose of the sanctions is to coerce obedience to a court order, the contempt is civil. *Id.* at 129, 447 S.E.2d at 217. Courts may also impose fines on a party held in contempt. *Cheap–O's Truck Stop, Inc.*, 350 S.C. at 609, 567 S.E.2d at 520. “If the sanction is a fine, it is punitive when it is paid to the court.” *Poston*, 331 S.C. at 112, 502 S.E.2d at 89. A fine may also be “remedial and civil if paid to the complainant even though the contemnor has no opportunity to purge himself of the fine.” *Miller*, 375 S.C. at 457, 652 S.E.2d at 761 (citations omitted). However, “[a]ny component of a sanction must be directly related to the contemptuous conduct and the loss incurred by the offended party.” *Cheap–O's Truck Stop, Inc.*, 350 S.C. at 609, 567 S.E.2d at 520.

Courts, by exercising their contempt power, can award attorney's fees under a compensatory contempt theory. *Harris–Jenkins v. Nissan Car Mart, Inc.*, 348 S.C. 171, 178–79,

557 S.E.2d 708, 711–12 (Ct.App.2001). Compensatory contempt seeks to reimburse the party for the costs it incurs in forcing the non-complying party to obey the court's orders. “In a civil contempt proceeding, a contemnor may be required to reimburse a complainant for the costs he incurred in enforcing the court's prior order, including reasonable attorney's fees. The award of attorney's fees is not a punishment but an indemnification to the party who instituted the contempt proceeding.” *Poston v. Poston*, 331 S.C. 106, 114, 502 S.E.2d 86, 90 (1998); *Lindsay v. Lindsay*, 328 S.C. 329, 345, 491 S.E.2d 583, 592 (Ct.App.1997) (“A compensatory contempt award may include attorney fees.”); *Curlee v. Howle*, 277 S.C. 377, 386–87, 287 S.E.2d 915, 919–20 (1982) (“Compensatory contempt is a money award for the [Wife] when the [Husband] has injured the [Wife] by violating a previous court order. Included in the actual loss are the costs of defending and enforcing the court's order, including litigation costs and attorney's fees.”). The court is not required to provide the contemnor with an opportunity to purge himself of these attorney's fees in order to hold him in **civil contempt**. *Floyd v. Floyd*, 365 S.C. 56, 76, 615 S.E.2d 465, 476 (Ct.App.2005) (citing *Poston*, 331 S.C. at 111–15, 502 S.E.2d at 88–91). “[T]he award of attorney's fees is not part of the punishment; instead, this award is made to indemnify the party for expenses incurred in seeking enforcement of the court's order.” *Id.* at 77, 615 S.E.2d at 476 (quoting *Poston*, 331 S.C. at 111–15, 502 S.E.2d at 88–91).

In the present matter, Defendants seek an Order of this Court holding Plaintiffs and Heart of the Carolinas in civil contempt of court in an attempt to have Plaintiffs and Heart of the Carolinas obey and comply with the Court’s previous Order. Despite this Court’s clear instructions regarding the same, Plaintiffs and Heart of the Carolinas continue to circumvent this Court’s directives as it relates to the production of documents.

Defendants have attempted to resolve this matter before filing this Rule to Show Cause

and as a result of Plaintiffs and Heart of the Carolinas disregard of this Court's Order, Defendants have been forced to file this Rule to Show Cause. Defendants are informed and believe that they are entitled to an Order of this Court finding and holding Plaintiffs and Heart of the Carolinas in willful and intentional violation of this Court's Order and requiring Plaintiffs and Heart of the Carolinas to comply with the Order.

Conclusion

Defendants respectfully move this Court for an Order holding Plaintiffs and Heart of the Carolinas in civil contempt of Court, and under a compensatory theory of sanction, seeks repayment to Plaintiffs in an amount deemed just by this court and an award of attorney's fees and expenses associated with the filing of this Motion.

S/R. Mills Ariail, Jr.
R. Mills Ariail, Jr.
Law Office of R. Mills Ariail, Jr.
SC Bar No.: 15584
11 North Irvine Street, Suite 11
Greenville, SC 29601
mills@rmalawoffice.com

Greenville, SC
Date: January 15, 2025

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2200650

Frank Henderson et al
PLAINTIFF(S)Tyrhonda Priest 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **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:

Motion to Compel Discovery Responses - Atty Mihalic - Attorneys came to agreement - 45 days to respond.

Motion to Compel Subpoenas - Atty Mihalic - Attorneys came to agreement - 45 days to respond.

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 07/30/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Electronic Form 4

15th Circuit Resident Judge

s/ B. Alex Hyman

EXHIBIT E

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2200650

Frank Henderson et al
PLAINTIFF(S)

Tyrhonda Priest 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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **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:

Defendants' Motion seeking to find the plaintiffs in contempt and impose sanctions, including striking pleadings and assessing attorney's fees, was heard via the Webex Virtual Courtroom by consent on May 22, 2025. Despite the efforts of Ms. Murray-Boyles to obtain information and comply with previous orders and agreements, her clients have demonstrated an egregious failure to participate in meaningful discovery. Their repeated non-compliance clearly constitutes willful disobedience and gross indifference to the rights of the adverse parties. Recognizing that this is a drastic result and one which this court cannot recall having imposed in decades, the motion is granted, however no ruling is made on the award of attorney's fees. An affidavit of attorney's fees was just filed on the day before the hearing and there should be an opportunity for the plaintiffs to challenge any award in a subsequent hearing. Mr. Mihalic is to submit a proposed order within 20 days. See pg. 2

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 05/22/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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.

Yvonne Murray-Boyles appeared for the plaintiffs. Justin Mihalic appeared for the defendants. This case is set for a day-certain trial in December and has been pending since August of 2022. In a climate where discovery abuses are relatively common, this court has not seen the extent of non-compliance that has forced defense counsel to repeatedly seek the assistance of the court. Defense counsel appears to have been gracious in granting extensions throughout the pendency of this action. The court finds no fault with plaintiffs' counsel based on the presentation made at the hearing.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Sanctions

Circuit Judge (Code #2050)

s/ William P. Keesley

EXHIBIT F

Defendants brought their Motion for Sanctions after Plaintiffs refused to comply with the agreement they put on the record at the February 20, 2025, hearing on Defendants' first Rule to Show Cause and requested that the Court find Plaintiff's in contempt and grant sanctions for Plaintiffs' repeated non-compliance. The Court, having reviewed and considered the case history, current posture, all materials submitted, and oral arguments finds that the Plaintiffs have engaged in a deliberate pattern of discovery abuse, engaged in gross indifference to the discovery process and the rights of the party whom they sued, and willfully failed to follow this Court's July 30, 2024, and February 25, 2025, Orders. For these reasons, as set out in detail below, the Court grants Defendants' Motion for Sanctions pursuant to Rule 37 of the South Carolina Rules of Civil Procedure and hereby strikes all pleadings of the Plaintiffs.

FACTUAL HISTORY

The Court makes the following findings of fact in the issuance of its order. This case was initiated by Plaintiffs filing a Summons and Complaint in the Georgetown Court of Common Pleas on August 3, 2022. Plaintiffs filed an Amended Summons and Complaint on August 10, 2022. Plaintiffs' Complaint consisted of two causes of action for (1) Breach of Contract and (2) Breach of Contract Accompanied by a Fraudulent Act. Plaintiffs alleged that, sometime on or around December 2021, Defendants breached the Partnership Agreement entered into by the parties on March 24, 2018, and that Plaintiffs were entitled to Fifty Percent (50%) of the profits received by Defendants since the alleged breach of the Partnership Agreement.

Defendants were served with the Amended Summons and Complaint on January 17, 2023. A Consent Motion was filed by the parties on February 6, 2023, extending Defendants' time to file responsive pleadings until March 17, 2023.

On March 15, 2023, Defendants issued to subpoenas Marshall Looper and Still Water

Financial, the the former bookkeeper for Abundance Home Care hired by Plaintiff Henderson and also issued a subpoena to Heart of the Carolinas, a third-party entity owned by Plaintiff Henderson, based on accounts belonging to Heart of the Carolinas being listed on documents filed with banks and used to obtain SBA and PPP loans.

Defendants filed their Answer and Counterclaims on March 16, 2023. Defendants' counterclaims alleged that Plaintiffs had breached the Partnership Agreement by obtaining fraudulent loans without authorization, failing to make company books and accounts available, failing to account for private profits, commingling company finances with other individuals and/or entities, and engaging in business ventures that directly conflicted with Plaintiffs' status as a partner. Defendants' counterclaims consisted of nine (9) causes of action: (1) Breach of Contract/Breach of Contract Accompanied by Fraudulent Act; (2) Breach of Duty of Good Faith and Fair Dealing; (3) Breach of Fiduciary Duty; (4) Breach of Contract – Breach of Duty of Loyalty; (5) Conversion; (6) Misrepresentation/Negligent Misrepresentation; (7) Fraud; (8) Unjust Enrichment; and (9) Accounting/Accounting of Private Profits.

Defendants' initial discovery requests were served on Plaintiffs' counsel on March 16, 2023, the same day Defendants filed their Answer and Counterclaims.

Plaintiffs provided their initial discovery responses to Defendants on June 22, 2023. On February 22, 2024, counsel for Defendants sent a deficiency letter to Plaintiffs' counsel detailing deficient interrogatory responses and additional production that was needed from Plaintiffs. Plaintiffs provided supplemental discovery on March 20, 2024, however, Defendants' counsel responded that same day to inform Plaintiffs' counsel that there were still numerous deficiencies in the discovery responses which had not been remedied, and they would be proceeding with filing a Motion to Compel.

Defendants' Motions to Compel:

On March 20, 2024, counsel for Defendants filed two separate Motions to Compel; one seeking to compel discovery responses from Plaintiffs, and another seeking to compel production through a subpoena request to Heart of the Carolinas, a third-party entity owned by Plaintiff Frank Henderson.

A hearing on Defendants' Motion to Compel was set for April 26, 2024. Plaintiffs' counsel provided additional supplemental discovery responses on April 18, 2024, and on April 24, 2024, counsel for Defendants filed a letter notifying the Court that additional discovery had been received from Plaintiffs and requesting to continue the hearings on Defendants' Motions to Compel until after the mediation that was scheduled to take place on May 3, 2024.

Mediation between the parties ultimately resulted in an impasse, and the hearings on Defendants' Motions to Compel were rescheduled for July 25, 2024. At the hearing on Defendants' Motions to Compel, the Motions were resolved by an agreement between counsel wherein Plaintiffs agreed to fully comply with Defendants' discovery requests within forty-five (45) days of the hearing. Plaintiffs' counsel also represented that she would be representing the third-party, Heart of the Carolinas, and informed the Court that Heart of the Carolinas would comply with the subpoena request within forty-five (45) days of the hearing as well. On July 30, 2024, the Honorable Judge Hyman entered an Order based on the parties' agreement, ordering Plaintiffs' compliance with Defendants' discovery requests and Heart of the Carolina's compliance with Defendants' subpoena within forty-five (45) days.

In discussions between counsel following the hearing, Defendants' counsel agreed to extend the time frame for Plaintiffs to comply with the order to sixty (60) days.

Defendants' First Rule to Show Cause:

Ultimately, both Plaintiffs and third-party Heart of the Carolinas failed to comply with the July 30, 2024, Order compelling discovery requests and subpoena production. As a result, Defendants' filed their first Rule to Show Cause on January 15, 2025, based upon Plaintiffs' and Heart of the Carolina's non-compliance with the July 30, 2024, Order.

A hearing was held on Defendants' Rule to Show Cause on February 20, 2025. Counsel for the parties once again reached an agreement regarding the requested discovery and put that agreement on record.

The agreement put on the record by the parties at the February 20, 2025, Rule to Show Cause hearing was as follows: (1) Plaintiffs were to pay \$1,500 to Defendants' attorney within seven (7) days of the hearing for necessitating the Rule to Show Cause; (2) Plaintiffs would produce all monthly bank statements for the Heart of the Carolinas account ending in -8969 for the period of January 1, 2018 through December 31, 2022 within seven (7) days of the hearing; and (3) all other outstanding bank statements identified in the March 16, 2023, deficiency letter attached as Exhibit B to the Motion to Compel filed on March 20, 2024 for the period of January 1, 2018 through December 31, 2022, as well as any other interrogatories or requests for production addressed therein, would be produced within thirty (30) days of the hearing.

On March 3, 2025, counsel for Defendants sent an email to Plaintiffs' counsel inquiring as to the status of the bank statements for the Heart of the Carolinas ending in -8969 and attorney fee payment that had been due on February 27, 2025, pursuant the parties' agreement at the first Rule to Show Cause hearing. Plaintiffs' counsel responded that same day, providing an electronic bank record for the Heart of the Carolinas account ending in -8969 she had received from Plaintiffs and stating that her client had mailed out the check for attorneys' fees that same day.

On March 5, 2025, Defendants' counsel responded to the email stating that the electronic bank record was insufficient as it appeared to be from some accounting application, and that actual copies of monthly bank statements for the time frame of January 1, 2018 to December 31, 2022 were needed to properly evaluate if funds had been misappropriated and to fully comply with the discovery request.

Counsel for Defendants sent another email on March 10, 2025, again following up on the status of the bank records and attorney fee payment. Plaintiffs' counsel responded that same day stating that the check had been mailed out on March 6, 2025, and that they were still waiting on Plaintiffs to provide them with the necessary documents for production.

On March 25, 2025, counsel for Defendants' once again sent an email inquiring as to the status of the bank statements for the Heart of the Carolinas ending in -8969 and also notifying Plaintiffs' counsel that they were now past the agreed upon thirty (30) day deadline to produce the remaining discovery sought through the deficiency letter and agreed upon at the February 20, 2025, hearing on Defendants' second Motion to Compel. Later that same day, Plaintiffs' counsel shared a Dropbox link to the bank statements she had received from Plaintiffs.

On April 1, 2025, Defendants' counsel sent an email informing Plaintiffs' counsel that the Dropbox link only contained 22 monthly statements for the agreed upon time frame of January 1, 2018 to December 31, 2022, and also noting out that all of these statements were supposed to be produced within seven (7) days of the February 20, 2025 hearing, and it was now more than forty (40) days after the hearing and Plaintiffs had only produced partial statements for the one account that was supposed to be produced within one week of the hearing. Counsel for Defendants requested confirmation that all the discovery would be produced by the end of the week, and informed Plaintiffs' counsel of their intent to file a motion for contempt and sanctions

in which they would be seeking to strike Plaintiffs' pleadings for Plaintiffs' continued abuse of discovery if the discovery was not received by the end of the week.

On April 11, 2025, a Date Certain Roster Meeting was held, and counsel for the parties agreed to a date certain of December 14, 2025, for the trial in this matter.

Defendants' Second Rule to Show Cause/Motion for Sanctions:

On April 25, 2025, Defendants filed a Motion for Contempt and Sanctions, seeking to strike Plaintiffs' pleadings. A hearing on Defendants' Motion was set for May 22, 2025.

On May 20, 2025, just prior to the hearing on Defendants' Motion for Sanctions, Plaintiffs produced additional bank statements for the Heart of the Carolinas account ending in - 8969 which covered the period through the end of 2021, however no statements were produced for the year 2022. Plaintiffs failed to produce or comply with the remainder of the agreement and order compelling discovery.

At the hearing on Defendants' Motion for Contempt and Sanctions, counsel for Defendants presented arguments regarding Plaintiffs' repeated noncompliance with discovery, despite Plaintiffs' assurances to this Court that they would comply with discovery on two prior occasions. Counsel for Defendants argued that Defendants had been prejudiced by the inability to conduct any forensic accounting or depose Plaintiffs due to the lack of discovery, and that the severity of the relief sought was supported given that trial was set to take place before the end of the year. Defendants' counsel also submitted an attorney fee affidavit prior to the hearing, seeking attorneys' fees in the amount of \$9,236.67 which had been incurred by Defendants and were directly attributable to Plaintiffs' discovery abuses over the course of this litigation.

Plaintiffs' counsel informed the Court that she had stressed the importance of compliance with her clients, had notified Plaintiffs of the possible severity of the repercussions for

noncompliance, and had received little communication in the preceding months from Plaintiffs. Plaintiffs' counsel represented that Plaintiff Henderson had informed her of a medical issue which was responsible for his delayed compliance with the discovery, and urged the Court for an additional thirty (30) days to allow for Plaintiff to comply before the Court granted any of the relief sought by Defendants.

ANALYSIS

Pursuant to Rule 37, SCRCP, when a party fails to respond to discovery requests or obey an order to provide or permit discovery, the court may “make such orders in regard to the failures that are just.” Rule 37(b)(2). Rule 37 expressly grants the trial court power to “order striking out pleadings or parts thereof, or staying further proceedings until the order is obeyed, or dismissing the action or proceeding or any part thereof, or rendering a judgment by default against the disobedient party.” Rule 37(b)(2)(C). “Discovery sanctions are imposed to penalize those whose conduct may be deemed to warrant such a sanction, and to deter those who might be tempted to such conduct in the absence of such a deterrent.” *Creighton v. Coligny Plaza Ltd. Pshp.*, 334 S.C. 96, 122-23, 512 S.E.2d 510 (Ct. App. 1998) (*citing Karppi v. Greenville Terrazzo Co.*, 327 S.C. 538, 545, 489 S.E.2d 679, 683 (Ct. App. 1997)). It is the discretion of this Court to award sanctions for Plaintiffs' failure to respond fully to discovery requests and refusals to obey court orders. *Downey v. Dixon*, 294 S.C. 42, 45, 362 S.E.2d 317, 318 (Ct. App. 1987).

When discovery violations show bad faith, willful disobedience, or gross indifference to another litigants' rights, it is justified to strike that party's pleadings. *QZO, Inc. v. Moyer*, 358 S.C. 246, 255, 594 S.E.2d 541, 546 (2004). When determining the proper sanction, the Court should consider the precise nature of the discovery sought, the discovery posture of the case, willfulness, and the degree of the prejudice. *See Samples v. Mithcell*, 329 S.C. 105, 112, 495

S.E.2d 213, 216 (1997). Where a party's right to discovery is abused, prejudice must be presumed unless the party failing to submit the discovery can show a lack of prejudice. *Downey v. Dixon*, 294 S.C. 42, 46, 362 S.E.2d 317, 319 (Ct. App. 1987).

The South Carolina Supreme Court has held that such sanctions are not "unduly harsh in light of [a party's] willful and repeated failure to comply with various orders of the trial court, which resulted in unnecessary delay and prejudice to the [other party]." *Davis v. Parkview Apartments*, 409 S.C. 266, 283 (2014).

Prior to Defendants bringing their Motion for Sanctions, the Plaintiffs had entered into two agreements on the record at the previous two hearings on Defendants' Motions to Compel – all regarding Plaintiffs failure to provide discovery responses, primarily those relating to the financial information sought by Defendants. The agreement put on the record at the February 20, 2025, Motion to Compel hearing included Plaintiff agreeing to pay a monetary sanction for their failure to comply with Rule 37. Defendants' motions continued to seek the enforcement of previous Court ordered discovery and were necessary as a result of Plaintiffs' noncompliance with prior orders and failures to follow the Rules of Civil Procedure. All parties were aware that the character of the discovery sought was relevant and discoverable as demonstrated by Plaintiffs' agreeing to produce the discovery sought by Defendants.

Plaintiffs representations to Defendants and the Court during the first Motion to Compel hearing on July 25, 2024, that they would produce the sought discovery, failing to and forcing a second Motion to Compel to be filed by Defendants, and the subsequent willful noncompliance with the representations at the February 20, 2024 Motion to Compel hearing are a continuation of Plaintiffs' dilatory tactics throughout this case which have prejudiced Defendants' ability to defend against Plaintiffs' claims and support their counterclaims with discoverable information

necessary to prepare for trial. Plaintiffs were aware that a trial was imminent. Plaintiffs made numerous representations that they would produce the discovery both prior to and subsequent to both hearings on Defendants' Motions to Compel, all along breaching the deadlines and extensions to deadlines granted by Defendants' counsel. In the wake of those representations, Plaintiffs' failure to comply with the July 30, 2024, and February 25, 2025 Orders of the Court demonstrate a clear willful disobedience towards Court orders and callous disregard for the Defendants' rights. In choosing to make false representations to opposing counsel, and even their own counsel, Plaintiffs effectively wasted over a year's worth of time. These actions alone are sufficient to grant an order of sanctions striking the pleadings of Plaintiffs. When taken as a whole in context with the Plaintiffs' prior discovery abuse, monetary sanctions and continuing noncompliance with orders and the Rules of Civil Procedure, it is apparent to this Court that no other sanction is likely to have an effect on the behavior of these Plaintiffs.

Despite the efforts of Plaintiffs' counsel to obtain information and comply with previous court orders and agreements, Plaintiffs have demonstrated an egregious failure to participate in meaningful discovery. Their repeated non-compliance clearly constitutes willful disobedience and gross indifference to the rights of adverse parties.

Recognizing that this is a drastic result and one which this court cannot recall having imposed in decades, Defendants' motion is granted, however no ruling is made on the award of attorney's fees. An affidavit of attorneys' fees incurred as a result of Plaintiffs' discovery abuse was just filed on the day before the hearing and there should be an opportunity for the Plaintiffs to challenge any award in a subsequent hearing.

In a climate where discovery abuses are relatively common, this Court has not seen the extent of non-compliance that has forced defense counsel to repeatedly seek the assistance of the Court.

Defense counsel appears to have been gracious in granting extensions throughout the pendency of this action. The court finds no fault with Plaintiffs' counsel based on the presentation made at the hearing on this matter.

The Court finds from a review of the totality of the record that the Plaintiffs' conduct is in bad faith, is willfully disobedient to the orders of the Court, and demonstrates a gross indifference to the Defendants' rights seeking to delay a case on the verge of trial. Having considered the nature of the discovery sought, the discovery posture of the case, the Plaintiffs' willfulness, and the degree of prejudice the noncompliance has caused to the Defendants, it is the holding of this Court that the Pleadings of Plaintiffs Frank Henderson and Antioch Group shall be struck in accordance with Rule 37 of the South Carolina Rules of Civil Procedure.

IT IS SO ORDERED.

Hon. William P. Keesley
Presiding Judge, Fifteenth Judicial Circuit

Date: _____ 2025

_____, South Carolina



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Sanctions

Circuit Judge (Code #2050)

s/ William P. Keesley

EXHIBIT G

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP2200650

Frank Henderson et al
PLAINTIFF(S)

Tyrhonda Priest 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), SCRCPP; ☐ Rule 41(a), SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCPP; ☐ 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:

Motion for Entry of Default by Attorney Ariail is Granted
Motion for Default by Attorney Ariail is Granted

Damages Hearing will be in Scheduled for 12-15-25.

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 10/24/2025 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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.



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Electronic Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

EXHIBIT H

STATE OF SOUTH CAROLINA	)	IN THE COMMON PLEAS COURT
	)	IN THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
_____	)	
Frank Henderson and Antioch Group,	)	Docket Number: 2022-DP-22-0650
	)	
Plaintiff,	)	
	)	CONSENT
-vs-	)	ORDER RELIEVING COUNSEL
	)	
Abundance Home Care and Tyrhonda Priest,	)	
	)	
Defendant.	)	
_____	)	

This matter comes before the Court upon the request of Yvonne Murray-Boyles, Esquire counsel of record for Plaintiff, Henderson.

It appears that Yvonne Murray-Boyles is being relieved as the attorney-client relationship has deteriorated. The Plaintiff, Henderson and Yvonne Murray-Boyles mutually agree that counsel be relieved as counsel.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Yvonne Murray-Boyles, Esquire is hereby relieved of any further representation as counsel of record for the Plaintiff, Henderson and that all correspondence regarding this case from the Clerk of Court and the Defendant shall be mailed directly to the Plaintiff, Henderson at the following address: 14 Antioch Drive, Greenville, SC 29605.

AND IT IS SO ORDERED.

Presiding Common Pleas Court Judge
Fifteenth Judicial Circuit

_____, 2025
_____, South Carolina

I SO MOVE:

Yvonne Murray-Boyles
Attorney for Plaintiff

I CONSENT:

Frank Henderson
Plaintiff



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Relieve Counsel

Resident Circuit Court Judge, 15th Judicial Circuit

s/Benjamin H. Culbertson, Judge Code 2148

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)
 _____)
 Frank Henderson and Antioch Group,)
)
 Plaintiff,)
)
 -vs-)
)
 Abundance Home Care and Tyrhonda Priest,)
)
 Defendant.)
 _____)

IN THE COMMON PLEAS COURT
 IN THE FIFTEENTH JUDICIAL CIRCUIT

Docket Number: 2022-DP-22-0650

**CONSENT
 ORDER RELIEVING COUNSEL**

This matter comes before the Court upon the request of Yvonne Murray-Boyles, Esquire counsel of record for Plaintiff, Henderson.

It appears that Yvonne Murray-Boyles is being relieved as the attorney-client relationship has deteriorated. The Plaintiff, Henderson and Yvonne Murray-Boyles mutually agree that counsel be relieved as counsel.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Yvonne Murray-Boyles, Esquire is hereby relieved of any further representation as counsel of record for the Plaintiff, Henderson and that all correspondence regarding this case from the Clerk of Court and the Defendant shall be mailed directly to the Plaintiff, Henderson at the following address: 14 Antioch Drive, Greenville, SC 29605.

AND IT IS SO ORDERED.

**Presiding Common Pleas Court Judge
 Fifteenth Judicial Circuit**

_____, 2025
 _____, South Carolina

I SO MOVE:



Yvonne Murray-Boyles
Attorney for Plaintiff

I CONSENT:



Frank Henderson
Plaintiff

Order Relieving Counsel-Plaintiff

Final Audit Report

2025-10-27

Created:	2025-10-27
By:	Yvonne Murray-Boyles (yvonne@murrayboyleslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0se9frj9yq0H1THyHnRDWbzKQOdemzLG

"Order Relieving Counsel-Plaintiff" History

-  Document created by Yvonne Murray-Boyles (yvonne@murrayboyleslaw.com)
2025-10-27 - 1:49:49 PM GMT
-  Document emailed to frank henderson (franklamar17@gmail.com) for signature
2025-10-27 - 1:52:24 PM GMT
-  Email viewed by frank henderson (franklamar17@gmail.com)
2025-10-27 - 2:25:21 PM GMT
-  Document e-signed by frank henderson (franklamar17@gmail.com)
Signature Date: 2025-10-27 - 2:26:05 PM GMT - Time Source: server
-  Agreement completed.
2025-10-27 - 2:26:05 PM GMT



Adobe Acrobat Sign

EXHIBIT I

STATE OF SOUTH CAROLINA	)	IN THE COMMON PLEAS COURT
	)	IN THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	
_____	)	
Frank Henderson and Antioch Group,	)	Docket Number: 2022-DP-22-0650
	)	
Plaintiffs,	)	
	)	AMENDED CONSENT
-vs-	)	ORDER RELIEVING COUNSEL
	)	
Abundance Home Care and Tyrhonda Priest,	)	
	)	
Defendants.	)	
_____	)	

This matter comes before the Court upon the request of Yvonne Murray-Boyles, Esquire counsel of record for Plaintiffs, Frank Henderson and Antioch Group.

It appears that Yvonne Murray-Boyles is being relieved as the attorney-client relationship has deteriorated. The Plaintiffs, Frank Henderson and Antioch Group, and Yvonne Murray-Boyles mutually agree that counsel be relieved as counsel. That opposing counsel does not object to Yvonne Murray-Boyles being relieved as counsel, so long as the Plaintiffs are aware that this shall not constitute grounds for any delays or continuances to be granted in this matter, and the damages hearing set for December 15, 2025, shall proceed as scheduled.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Yvonne Murray-Boyles, Esquire is hereby relieved of any further representation as counsel of record for the Plaintiffs, Frank Henderson and Antioch Group and that all correspondence regarding this case from the Clerk of Court and the Defendants shall be mailed directly to the Plaintiffs, Frank Henderson and Antioch Group at the following address: 14 Antioch Drive, Greenville, SC 29605. Further, there shall be no delays or continuances granted for the damages hearing set for

December 15, 2025, and it shall proceed as scheduled regardless of if or when Plaintiffs retain new counsel prior to the damages hearing.

AND IT IS SO ORDERED.

**Presiding Common Pleas Court Judge
Fifteenth Judicial Circuit**

_____, 2025
_____, South Carolina

I SO MOVE:

**Yvonne Murray-Boyles
Attorney for Plaintiffs**

I CONSENT:

**Frank Henderson
Plaintiff**

**Antioch Group
Frank Henderson – Authorized Representative
Plaintiff**

I CONSENT:

**Justin D. Mihalic
Attorney for Defendants**



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Amend

Resident Circuit Court Judge, 15th Judicial Circuit

s/Benjamin H. Culbertson, Judge Code 2148

STATE OF SOUTH CAROLINA)
)
 COUNTY OF GEORGETOWN)
)
 _____)
 Frank Henderson and Antioch Group,)
)
 Plaintiffs,)
)
 -vs-)
)
 Abundance Home Care and Tyrhonda Priest,)
)
 Defendants.)
 _____)

IN THE COMMON PLEAS COURT
 IN THE FIFTEENTH JUDICIAL CIRCUIT

Docket Number: 2022-DP-22-0650

**AMENDED CONSENT
 ORDER RELIEVING COUNSEL**

This matter comes before the Court upon the request of Yvonne Murray-Boyles, Esquire counsel of record for Plaintiffs, Frank Henderson and Antioch Group.

It appears that Yvonne Murray-Boyles is being relieved as the attorney-client relationship has deteriorated. The Plaintiffs, Frank Henderson and Antioch Group, and Yvonne Murray-Boyles mutually agree that counsel be relieved as counsel. That opposing counsel does not object to Yvonne Murray-Boyles being relieved as counsel, so long as the Plaintiffs are aware that this shall not constitute grounds for any delays or continuances to be granted in this matter, and the damages hearing set for December 15, 2025, shall proceed as scheduled.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that Yvonne Murray-Boyles, Esquire is hereby relieved of any further representation as counsel of record for the Plaintiffs, Frank Henderson and Antioch Group and that all correspondence regarding this case from the Clerk of Court and the Defendants shall be mailed directly to the Plaintiffs, Frank Henderson and Antioch Group at the following address: 14 Antioch Drive, Greenville, SC 29605. Further, there shall be no delays or continuances granted for the damages hearing set for

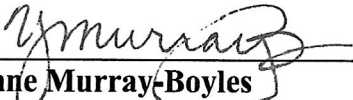
December 15, 2025, and it shall proceed as scheduled regardless of if or when Plaintiffs retain new counsel prior to the damages hearing.

AND IT IS SO ORDERED.

**Presiding Common Pleas Court Judge
Fifteenth Judicial Circuit**

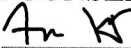
_____, 2025
_____, South Carolina

I SO MOVE:



Yvonne Murray-Boyles
Attorney for Plaintiffs

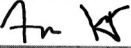
I CONSENT:



frank henderson (Nov 19, 2025 16:46:06 EST)

Frank Henderson

Plaintiff



frank henderson (Nov 19, 2025 16:46:06 EST)

Antioch Group

**Frank Henderson – Authorized Representative
Plaintiff**

I CONSENT:

Justin D. Mihalic
Attorney for Defendants

December 15, 2025, and it shall proceed as scheduled regardless of if or when Plaintiffs retain new counsel prior to the damages hearing.

AND IT IS SO ORDERED.

**Presiding Common Pleas Court Judge
Fifteenth Judicial Circuit**

_____, 2025
_____, South Carolina
I SO MOVE:

**Yvonne Murray-Boyles
Attorney for Plaintiffs**

I CONSENT:

**Frank Henderson
Plaintiff**

**Antioch Group
Frank Henderson – Authorized Representative
Plaintiff**

I CONSENT:

Justin Mihalic

Justin Mihalic (Nov 20, 2025 11:11:04 EST)
**Justin D. Mihalic
Attorney for Defendants**

EXHIBIT J



Justin Mihalic <justin@rmalawoffice.com>

Re: N/A

3 messages

frank I henderson <franklamar17@gmail.com>

Mon, Dec 29, 2025 at 2:57 PM

To: Mills Ariail <mills@rmalawoffice.com>

Cc: Justin Mihalic <justin@rmalawoffice.com>, Denise LaBeck <denise@rmalawoffice.com>, Kennedy Jeter <kennedi@rmalawoffice.com>

Thank you for the update on the banking situation.

Regarding the information you mentioned, I did receive it, and my attorney will be filing a notice of appeal, or something along those lines.

As for the assets you referenced, I am unable to sell them even if I wanted to, as they all have loans attached. Additionally, I would not consider doing that under any circumstances.

Best regards,
Frank

On Mon, Dec 29, 2025 at 2:06 PM Mills Ariail <mills@rmalawoffice.com> wrote:

Mr. Henderson, this money was apparently taken out by CCNB because it was on auto draft. Mrs. Priest has put money back into the account. I have provided documentation showing this was taken care of on Friday, December 26, 2025.

I have attached correspondence I sent you which I believe you have received showing Abundance Home Care and Ty Priest have obtained a judgment of \$2,870,060.91 against you personally and Antioch Group.

Also we are in the process of having a Receiver appointed for all your entities due to the judgment we have received and your fraudulent transfer of funds to other entities. That Motion is set for January 15th at 9:30 AM in Georgetown County. I believe you have received this but I have attached it again for your review.

We have also filed for Temporary Restraining Order to prevent you from selling assets or moving funds from any of your entities' bank accounts without court approval. I have attached the filing for your review and you are on notice that any attempts to sell, transfer, disburse, or move any funds or assets will be seen as a means to evade the judgment that has been obtained in Georgetown. You are on notice of our Motion and requests from to the Court.

R. Mills Ariail, Jr.

Attorney at Law

Law Office of R. Mills Ariail, Jr.

114-C Poinsett Highway

Greenville, SC 29609

864-232-9390

God has given us eternal life and this life is in his Son. Whoever has the Son has life; whoever does not have the Son of God does not have life.

1 John 5:11-12

From: frank I henderson <franklamar17@gmail.com>
Sent: Monday, December 29, 2025 1:36 PM
To: mills@rmalawoffice.com; justin@rmalawoffice.com
Subject: Fwd:

Frank Henderson 864-905-1768

The bank asked me to ask you guys to put the money back into the account. Please let me know what your client is going to do today so I can let the bank know asap.

Frank

----- Forwarded message -----

From: <heartofthecarolinas.homecare1@gmail.com>
Date: Mon, Dec 29, 2025 at 1:32 PM
Subject:
To: <franklamar17@gmail.com>

Mills Ariail <mills@rmalawoffice.com>

Mon, Dec 29, 2025 at 2:59 PM

To: frank I henderson <franklamar17@gmail.com>

Cc: Justin Mihalic <justin@rmalawoffice.com>, Denise LaBeck <denise@rmalawoffice.com>, Kennedy Jeter <kennedi@rmalawoffice.com>

Who is your attorney so we can have a discussion with them?

May God bless you and your family.

R. Mills Ariail, Jr.
Attorney at Law
Law Office of R. Mills Ariail, Jr.
114-C Poinsett Highway
Greenville, SC 29609
864-232-9390

God has given us eternal life and this life is in his Son. Whoever has the Son has life; whoever does not have the Son of God does not have life.

1 John 5:11-12

3/16/26, 6:21 PM

Law Office of R. Mills Ariail, Jr. Mail - Re: N/A

On Dec 29, 2025, at 2:57 PM, frank I henderson <franklamar17@gmail.com> wrote:

[Quoted text hidden]

frank I henderson <franklamar17@gmail.com>

Mon, Dec 29, 2025 at 3:59 PM

To: Mills Ariail <mills@rmalawoffice.com>

Cc: Justin Mihalic <justin@rmalawoffice.com>, Denise LaBeck <denise@rmalawoffice.com>, Kennedy Jeter <kennedi@rmalawoffice.com>

Wesley Few

[Quoted text hidden]

EXHIBIT K

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	C.A. No.: 2022-CP-22-00650
Frank Henderson and Antioch Group,	)	
	)	
Plaintiffs,	)	CONSENT SCHEDULING ORDER
	)	
vs.	)	
	)	
Abundance Home Care, and	)	
Tyrhonda Priest,	)	
	)	
Defendants.	)	

This matter comes before the Court upon the request of the parties seeking a Scheduling Order, pursuant to Rule 16 of the South Carolina Rules of Civil Procedure. Given the consent of all parties, the Court orders as follows:

1. The Parties completed Mediation in this case on **May 3, 2024**.
2. Discovery shall be completed by no later than **December 15, 2024**. All discovery requests shall be served in time for the responses thereto to be due by this date. By mutual consent of the parties, discovery may continue up to the date of trial provided that the trial date is not otherwise delayed. The parties may also mutually agree to extend any deadlines set forth in paragraphs 1-6 above provided that the trial date is not otherwise delayed.
3. Any pretrial dispositive motions shall be made on or before **December 31, 2024**.
4. This case shall be set for a day certain trial at a mutually convenient date after **January 24, 2025**.
5. The trial in this matter shall be scheduled for **four (4) days**.

AND IT IS SO ORDERED.

The Hon. _____

Dated: _____
Georgetown, South Carolina

WE SO CONSENT:

s/ Yvonne Murray-Boyles

Yvonne Murray Boyles (S.C. Bar No. 78428)

LAW OFFICE OF YVONNE MURRAY-BOYLES

1930 Henderson Street

PO Box 7592

Columbia, SC 29202

yvonne@murrayboyleslaw.com

Attorney for Plaintiffs

s/ Justin D. Mihalic

Justin D. Mihalic (SC Bar No.: 105108)

R. Mills Ariail, Jr. (SC Bar No: 15584)

LAW OFFICE OF R. MILLS ARIAIL, JR.

11 N. Irvine Street, Suite 11

Greenville, SC 29601

mills@rmalawoffice.com

justin@rmalawoffice.com

Attorneys for Defendants



Georgetown Common Pleas

Case Caption: Frank Henderson , plaintiff, et al VS Infinity Home Care , defendant,
et al
Case Number: 2022CP2200650
Type: Order/Scheduling Order

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

EXHIBIT L



Justin Mihalic <justin@rmalawoffice.com>

NOTICE OF SERVICE OF SUBPOENA - Priest v. Henderson et al, 2022-CP-22-00650

Wes Few <wesfewsc@gmail.com>

Fri, Mar 13, 2026 at 6:11 PM

Reply-To: wes@wesleyfew.com

To: Justin Mihalic <justin@rmalawoffice.com>, Mills Ariail <mills@rmalawoffice.com>

Cc: "Ryan L. Beasley" <rlb@ryanbeasleylaw.com>, Ainsley Tillman <ainsley.tillman@fordwallace.com>, "Cassy G. Young" <cassy@wesleyfew.com>, Melissa Duncan <melissa.duncan@thetollisonlawfirm.com>, Pam Osborne <pam.osborne@thetollisonlawfirm.com>, Lauren Price <lauren.price@thetollisonlawfirm.com>, Walt Tollison <walt.tollison@thetollisonlawfirm.com>

Mills et al,**Please see attached subpoena to your law firm.****Thanks,****-Wes**

[Quoted text hidden]

**2026-03-13__SERVING subpoena to Law Office of RMA Jr.pdf**
1640K

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF GREENVILLE

Frank Henderson and Antioch Group, Plaintiffs,

v.

SUBPOENA IN A CIVIL CASE

Abundance Home Care and Tyrhonda Priest,
Defendants.

Case Number: 2022-CP-22-00650

Pending in GEORGETOWN County

TO: Law Office of R. Mills Ariail, Jr., 114-C Poinsett Highway, Greenville, SC 29609, mills@rmalawoffice.com

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME , AM

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME , AM

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects:

See attached Exhibit A.

PLACE
Wesley D. Few, LLC
416 E. North St., 2nd Floor
Greenville, SC 29601

DATE AND TIME March 27, 2026, 4:00 PM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

3/13/26

Wesley D. Few

Attorney/Issuing Officer's Signature
Indicate if Attorney for Plaintiff or Defendant
Attorney's Address and Telephone Number:
Wesley D. Few, Attorney for Plaintiffs
416 E. North Street, 2nd Floor
Greenville, SC 29601
864-527-5906

Date

Print Name

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL ☐ YES ☐ NO AMOUNT \$
	PLACE	
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a

person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

- (1) All communications with Yvonne Murray-Boyles or anyone at her law firm from Nov. 18, 2021 to Feb. 13, 2026.
- (2) All communications with the damages expert identified in the Dec. 15, 2025 hearing transcript at page 23, lines 7 to 17 as Stephanie West or anyone at her place of employment relating to the matters put at issue in this Civil Action No. 2022-CP-22-00650 from Nov. 18, 2021 to Feb. 13, 2026. (see transcript below).

7 Q. And you also contacted a forensic accountant; is
8 that correct?

9 A. That's correct. Ms. Stephanie West.

10 Q. And she was -- was she able to complete a forensic
11 analysis on the bank accounts?

12 A. No, because there were accounts that she didn't
13 have any knowledge to and I didn't have any knowledge to as
14 well.

15 Q. Is it correct to say that you only had access to
16 two of the at least five Abundance Home Care accounts?

17 A. Yes, sir.

EXHIBIT M



ARIAIL LAW FIRM

114-C Poinsett Highway • Greenville, SC 29609 • 864-232-9390

R. Mills Ariail, Jr.
mills@rmalawoffice.com

Justin D. Mihalic
justin@rmalawoffice.com

November 26, 2025

Frank Henderson, Individually and on behalf of
Antioch Group
14 Antioch Drive
Greenville, SC 29605

RE: Frank Henderson and Antioch Group v. Abundance Home Care and Tyrhonda Priest
Civil Action No. 2022-CP-22-00650

Dear Mr. Henderson & Antioch Group:

Please be advised that a non-jury trial is set in Georgetown County on Monday,
December 15, 2025 beginning at 9:30 a.m.

Thank you for your consideration of this letter.

Sincerely,
LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law

R. Mills Ariail, Jr.

CC: Client



RECEIVED

Mar 16 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

The Honorable Benjamin H. Culbertson, Presiding Circuit Court Judge
The Honorable William H. Seals, Jr., Presiding Circuit Court Judge
The Honorable William P. Keesley, Presiding Circuit Court Judge

Circuit Court Case No. 2022-CP-22-00650
Court of Appeals Case No. 2026-000265

Frank Henderson and Antioch Group Appellants,

v.

Abundance Home Care and Tyrhonda Priest Respondents.

PROOF OF SERVICE

I certify that on March 16, 2026, I served *Respondents' Response in Opposition to Appellants' Request for Leave to Make Motions Pursuant to Rule 60, SCRCF* on all Appellants by sending the same to the below-listed attorneys of record at the email address of record with the AIS:

Wesley D. Few Esquire
Westley D. Few, LLC
PO Box 9398
Greenville, SC 29605
wes@wesleyfew.com

Ainsley F. Tillman, Esquire
715 King Street
Charleston, SC 29403
Ainsley.tillman@fordwallace.com

Ryan L. Beasley, Esquire
Ryan L. Beasley, Attorney at Law, PA
416 East North Street
Greenville, SC 29601
rlb@ryanbeasleylaw.com

Respectfully submitted:

s/R. Mills Ariail, Jr.
R. Mills Ariail, Jr., Esquire
Justin D. Mihalic, Esquire
Ariail Law Firm
114 C Poinsett Highway
Greenville, SC 29609
mills@rmalawoffice.com
justin@rmalawoffice.com
Attorneys for Respondents

March 16, 2026
Greenville, SC



ARIAIL LAW FIRM

114-C Poinsett Highway • Greenville, SC 29609 • 864-232-9390

R. Mills Ariail, Jr.
mills@rmalawoffice.com

Justin D. Mihalic
justin@rmalawoffice.com

March 16, 2026

South Carolina Court of Appeals
Jenny Abbott Kitchings
Post Office Box 11629
Columbia, South Carolina 29211

RECEIVED

Mar 16 2026

SC Court of Appeals

**Re: Frank Henderson and Antioch Group vs. Abundance Home Care and
Tyrhonda Priest
Appellate Case Number: 2026-000265**

Dear Ms. Kitchings:

Enclosed for filing, please find my *Respondents' Response in Opposition to Appellants' Request for Leave to Make Motions Pursuant to Rule 60, SCRPC* as well as a Proof of Service for the same.

Thank you for your consideration of this letter.

Sincerely,

LAW OFFICE OF R. MILLS ARIAIL, JR.
Attorney at Law

R. Mills Ariail, Jr.

RMAjr/dl

Cc:
Wesley D. Few, Esquire
Ainsley F. Tillman, Esquire
Ryan L. Beasley, Esquire
Walt Tollison, Esquire, Receiver

