



informed Appellant that he would handle her criminal matters but recommended she consult with Bland and Ritcher (who was suing Marvin Pendarvis) or contact Mr. Truluck about the malpractice claim and the other civil matters pending.

4. Respondent quoted Appellant \$12,000 for his representation on her criminal matters with \$8,000 due upfront. Appellant met Respondent in person to hire him and to bring him documents related to her case against Marvin Pendarvis.

5. Appellant retained Respondent for the criminal matters only and for an expungement of a prior conviction for unlawful use of 911. The documents Appellant brought Respondent included the contract Mr. Pendarvis signed agreeing to pay Appellant \$600,000 for settling her civil case without her knowledge. Respondent informed Appellant that law enforcement would be interested in her recordings of Mr. Pendarvis, the contract for the \$600,000, and information about what happened with the \$600,000 because it was likely misappropriated funds from Mr. Pendarvis's other clients. Appellant was not happy about this.

6. Respondent then again noted that if his firm took on a malpractice claim, Mr. Truluck would have to be involved. Respondent informed Appellant that he was going to have to share this information with Mr. Truluck so he could assess the merits of the malpractice case and determine if his firm was interested in handling the case.

7. Later, Respondent and Mr. Truluck spoke to Appellant on a conference call about her pending matters that urgently needed responses and to discuss whether Respondent's firm would take on the malpractice case. On the call, Respondent and Mr. Truluck told Appellant that law enforcement was going to want to speak to her and she would have to reveal the large payment Mr. Pendarvis made to her. Appellant told them she wanted to keep the issue between her and Mr. Pendarvis private.

8. Thereafter, Appellant emailed Respondent with questions about her criminal case and then after that, emailed both to say she was terminating their representation. Respondent offered to return \$4,000 of the \$8,000 paid toward Appellant's retainer. Appellant never responded to the refund offer other than to say reimbursement "will be determined."

9. On or about January 24, 2025, Appellant filed an Application for Resolution of Disputed Fee with the Fee Disputes Board.

10. Ashley A. McMahan, Esq. of McMahan Law, LLC was the attorney who investigated Appellant's claim for the Fee Disputes Board.

11. Ms. McMahan reviewed the parties' submissions and had conversations with the parties and with the two other attorneys who handled the matters related to Appellant's cases.

12. Ms. McMahan determined that Appellant's main issue with Respondent seems to be that when he referred her to Mr. Truluck, Respondent disclosed background information that included information related to her finances, i.e., that she had received money from Mr. Pendarvis, and that Appellant was upset they advised her she might have to pay that money back.

13. Ms. McMahan noted Appellant's behavior towards her staff was consistent with her paranoid and suspicious behavior she exhibited towards Respondent and Mr. Truluck once they reiterated she was going to need to account for the \$600,000 payment from Mr. Pendarvis.

14. On or about June 3, 2025, Ms. McMahan determined that the \$12,000 fee charged by Respondent was reasonable considering the factors set forth in Rule 1.5(a) of the South Carolina Rules of Professional Conduct and ultimately ordered Respondent to return \$875.00 of the \$8,000 collected towards the retainer to Appellant.

15. Paul A. Meding, Esq. of the Fee Disputes Board concurred with Ms. McMahan's determination and rendered the Fee Disputes Board's final decision on or about June 5, 2025.

16. On or about July 2, 2025, Appellant filed the Notice of Appeal appealing the Fee Disputes Board's final decision, dated June 5, 2025, against Respondent and the Fee Disputes Board.

### **STANDARD OF REVIEW**

17. Under Rule 416, SCACR, the Rules of Procedure of the Fee Disputes Board, this Court may only vacate the Fee Disputes Board's final decision where:

- (1) The decision was procured by corruption, fraud, or other undue means;
- (2) There was evidence partiality or corruption in an assigned member or hearing panel member, or misconduct prejudicing the rights of any party;
- (3) The assigned member or hearing panel member exceeded their powers;
- (4) The hearing panel members refused to postpone the hearing, if any, upon sufficient cause being shown therefore, or the assigned member or hearing panel members refused to hear evidence material to the controversy, or otherwise conducted the proceeding so as to substantially prejudice the rights of the party; or
- (5) The hearing panel chair did not provide notice of the hearing as required under Rule 15.

*See* Rule 20(f), Fee Disputes Board Rules of Procedure.

### **CONCLUSIONS OF LAW**

18. First, the Court finds that the Fee Disputes Board is an improper party to the Appellant's appeal.

19. Under Rule 416, SCACR, Rule 20, the Fee Disputes Board is not a party to the proceedings. The Fee Disputes Board's only function is administrative. Further, under Rule 416 SCACR, Rule 4, "[m]embers of the Board shall be absolutely immune from liability and suite while acting within the scope of their duties under this Rule." There is no South Carolina Statute or Court Rule that states that the Fee Disputes Board is a party to any action by Bar members of

the public when they are participating in the Fee Disputes Board process. As a result thereof, the Fee Disputes Board is an improper party to Appellant's appeal and is dismissed from the appeal in its entirety.

20. Second, this Court determines that none of the circumstances in Rule 416, SCACR, Rule 20(f) applies such that there are no grounds to vacate the Fee Disputes Board's final decision, dated June 5, 2025.

21. First, there was no hearing pursuant to Rule 15 of the Fee Disputes Board Rules, so Rule 20(f)(4) and (5) do not apply. Second, while Appellant argues the Fee Disputes Board's final decision was procured by undue means and/or that the assigned member conducted the proceeding to substantially prejudice her rights, she sets forth no basis or evidence that the Fee Disputes Board's final decision was procured by undue means, or that there was evidence of partiality or corruption by Ms. McMahan or Mr. Meding, or that Ms. McMahan or Mr. Meding exceeded their powers. *See* Rule 416, SCACR, Rule 20(f)(1)-(3).

22. The Fee Disputes Board's final decision is clear that Ms. McMahan's inquiry was "solely to determine the issues of reasonableness of the fee charged and whether the attorney should return a portion of the fee," and that she determined "that Ms. Barnett is only entitled to a partial refund of the fee paid to Mr. Shealey" in the amount of \$875.00 based on the time Respondent and his firm spent on Appellant's cases.

23. Ms. McMahan based her recommendations on "the submissions reviewed, and the conversations not just with the parties but with two other attorneys who handled matters related to Ms. Barnett's cases."

24. Ms. McMahan's findings and recommendations were impartial and reviewed by the Fee Disputes Board.

25. The Fee Disputes Board concurred with Ms. McMahan’s findings and determined that Respondent’s fee “was reasonable, and that based on the number of hours he and his staff devoted to the claimant’s case, the claimant is owed a refund of \$875.00.”

26. No evidence of impartiality, fraud, or corruption exists.

27. As a result thereof, Appellant’s appeal is denied, and the Fee Disputes Board’s final decision is affirmed in its entirety.

**CONCLUSION**

WHEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED that, for the reasons set forth herein, this Court DISMISSES the Appellant’s Notice of Appeal in its entirety and AFFIRMS the Fee Disputes Board’s final decision, dated June 5, 2025.

**SO ORDERED!**

*[Electronic Signature Page Follows]*



Richland Common Pleas

**Case Caption:** Brandi N Barnett VS Sc Bar Fee Disputes Board , defendant, et al

**Case Number:** 2025CP4004675

**Type:** Order/Dismissal

So Ordered

s/ Daniel Coble, 2774