

STATE OF SOUTH CAROLINA ) COURT OF COMMON PLEAS  
COUNTY OF LANCASTER ) 2023-CP-29-01144  
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Transocean Investments, Inc. )  
) TRANSCRIPT OF RECORD  
vs. )  
Kent Davis Jones, Lisa Page )  
Russell J. Sinacori ) Lancaster, South Carolina  
DEFENDANT) May 28, 2024

B E F O R E:

THE HONORABLE BRIAN M. GIBBONS.

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

J. CAMERON HALFORD, ESQ.  
Attorney for the Plaintiff

AMY P. HUNT, ESQ.  
DON R. TERRY, ESQ.  
SKYLER C. WILSON, ESQ.  
Attorneys for the Defendants

**RECEIVED**  
**Jun 30 2026**  
**SC Court of Appeals**

KESHIA REED  
Official Court Reporter

I N D E X

(WHEREUPON, no witnesses were called.)

1           THE COURT: All right. This is a motion to  
2 dismiss. There's three of them filed by Sinacori, Page  
3 and Jones. I'll let you all determine who goes first, but  
4 the underlying motion is a motion to dismiss. Mr.  
5 Halford, I'll hear from you each time after. All right,  
6 yes, sir.

7           MR. TERRY: Good morning, your Honor. I'm Don  
8 Terry here on behalf of Russell Sinacori. This is a  
9 motion to dismiss for the lack of personal jurisdiction.  
10 Mr. Sinacori is a North Carolina resident, which is  
11 explained in the complaint. And I have filed a  
12 memorandum, so I'm not going to go through it in detail.  
13 I'm just going to give you the highlights of the issue  
14 here your Honor. According to Jennison v. Doe, which is  
15 at 292 SC 592 burden is on the plaintiff to show that the  
16 Court has personal jurisdiction over the defendant. To do  
17 that, the plaintiff can do it two ways. He can do it  
18 through an affidavit or a complaint. It's been no  
19 affidavit filed, so all we're left with your Honor is the  
20 complaint.

21           There are as you know two types of jurisdiction  
22 general jurisdiction and specific jurisdiction. Neither  
23 is alleged in the complaint. General jurisdiction  
24 requires an enduring relationship. There's no allegations  
25 of that. Specific jurisdiction is when a cause of action

1 arises from the defendant's activities in South Carolina.  
2 And, of course, either would have to satisfy the  
3 requirements of due process showing that there is  
4 sufficient contacts between the defendant and South  
5 Carolina for there to be personal jurisdiction whether  
6 Mr. Sinacori.

7 The complaint doesn't have a single allegation  
8 related Mr. Sinacori's contacts with South Carolina, your  
9 Honor. There's not a single act identified that Mr.  
10 Sinacori performed in South Carolina in the complaint.  
11 Now, there are documents referred to in the complaint,  
12 none of which are attached your Honor other than something  
13 unrelated to Mr. Sinacori. But those documents if we were  
14 to look at them, which I don't think they're necessary,  
15 all show that they were executed by Mr. Sinacori in North  
16 Carolina. They're all in the record as well your Honor.  
17 So for those reasons, Mr. Sinacori ask that you dismiss  
18 the complaint as this court has no personal jurisdiction  
19 over him.

20 THE COURT: All right, you got it. Mr. Halford,  
21 what's your response to that?

22 MR. HALFORD: Thank you. Good morning, Judge.  
23 May it please the Court. Madam court reporter, I'm Cam  
24 Halford. I'm here for Transocean Investments your Honor.  
25 Jason Biggs is the owner of that company seated beside me.

1 Your Honor, as to the motion, we're asking that it be  
2 denied. I'm also asking the Court to take all these  
3 matters under advisement today.

4 Speaking as to the personal jurisdiction, one of  
5 the grounds in one of the memorandums they filed relies  
6 upon the commercial code in sells under 36-2-083. This  
7 entire case arises out of the combination and development  
8 of lands which became subdivision on Harrisburg Road here  
9 in Indian Land. My client's parcel became the entry and  
10 exit for that subdivision. So at some point back in the  
11 year 2015, it was December the 18th 2015. One of Mr.  
12 Sinacori's entity's entered into a 1.9 excuse me --  
13 1,921,500 purchase price for this property and my client  
14 was partially paid.

15 I respectfully say to the Court this morning  
16 that they have removed this from a Rule 12 analysis  
17 because in their memorandum they brought up all different  
18 agreements that Mr. Kent Jones has done that my client had  
19 signed. There has been a satisfaction. There has been a  
20 partial payment. There's been a re-documentation of  
21 loans. So I filed a memorandum late last night. My  
22 clients went to great difficulty because all of the  
23 documents are in their possession any way. We have what  
24 we could scrape together to get by this 12(b)(6). In  
25 viewing the facts and circumstance most favorably as true

1 to my client, we think the motion should be denied.

2           Going straight to Mr. Sinacori, the reason we  
3 didn't name Sinacori Builders or his Chateau Ridge, LLC or  
4 VK. These are all defunct entities your Honor. At the  
5 time he purchase this from my client, he uses another  
6 entity. And then all of a sudden he starts seeing a shell  
7 game. And it starts with Attorney Lisa Page. We do have  
8 legal malpractice claims supported by affidavit here, but  
9 somehow this land on Mr. Sinacori's personal signature  
10 went over to Lancaster County administration because he  
11 was going to be a developer. And on December the 16th, he  
12 hadn't bought the property yet now from my client. They  
13 reported this property on Russ Sinacori for signature  
14 report being worth ten million three hundred something  
15 thousand dollars.

16           Now, that date records, hence records later, but  
17 somehow before there is an acquisition closed, which was  
18 December the 18th 2015, two days later. Mr. Sinacori  
19 is over here representing that he owns the property and  
20 you can't be a developer in Lancaster County. And you  
21 can't get a bond in Lancaster County unless you own  
22 property.

23           The problem we have here is Mr. Sinacori has  
24 more than minimum contacts and should easily have been  
25 able to expect being held in a court here because his

1 lawyer drafted on the re-documentation of a loan at 1.9  
2 million dollar promissory note and mortgage. They redid  
3 it. And they redrafted it with a personal guarantee of  
4 Russ. It's not Russell. We name Russell in the  
5 complaint, but it's for Russ Sinacori, that gives this  
6 court minimum contacts over him and that's why personal  
7 jurisdiction exist. So we ask that you deny the motion,  
8 but, again, we also asking you to take it under advisement  
9 because late last night I know ---

10 THE COURT: Yeah, I'm going to read through all  
11 this.

12 MR. HALFORD: The Court hasn't had time to  
13 review it.

14 THE COURT: Yeah, I see Mr. Jones has a memo in  
15 support that was filed May 23rd. Your memo came in on May  
16 27th 9:54. I'm going to read through all of this any way.  
17 So anything else for purpose of oral argument?

18 MR. HALFORD: The reason I think it's written up  
19 under Rule 56 your Honor is all these documents were not  
20 pointed out in the complaint. They raised them, we did  
21 not. So we've attached documents to the memorandum. We  
22 file evidence and he has minimum contacts for him.

23 THE COURT: All right, yes, sir, in brief reply.

24 MR. TERRY: Yes, sir, your Honor. One, my  
25 client didn't raise all these other documents that he's

1 referring to. Those are in these other memorandums, so  
2 I'm not sure what it's related to. There's a few things  
3 that frankly doesn't matter, your Honor, but the plaintiff  
4 counsel has asserted that Mr. Sinacori's LLC's are  
5 defunct. And if I may approach, I'll hand up the  
6 secretary of state's website showing -- printout showing  
7 they're all in good standing.

8 THE COURT: Okay.

9 MR. TERRY: But the reality is your Honor that  
10 doesn't matter because it's all about what's in the  
11 complaint in this case your Honor. There's no allegations  
12 in the complaint showing that Mr. Sinacori had any  
13 contacts with the State of South Carolina. And  
14 interestingly while I was sitting out here, I looked at  
15 this memorandum that was filed late last night by  
16 plaintiff's counsel. And there are documents attached  
17 that Mr. Sinacori could have signed, but they're not  
18 signed your Honor. There's also no affidavit supporting  
19 that, so we're left with justice in the complaint, your  
20 Honor. So we ask that you dismiss against Mr. Sinacori  
21 for lack of personal jurisdiction.

22 THE COURT: All right. Thank you. And I'll  
23 take that under advisement. The next matter is the motion  
24 to dismiss for Lisa Page. Who represents Lisa Page?

25 MR. WILSON: Skyler Wilson, your Honor, for Lisa

1 Page.

2 THE COURT: Mr. Wilson. And going back to you,  
3 sir, what was your name I apologize?

4 MR. TERRY: I'm Don Terry.

5 THE COURT: All right, got it. I'm circling  
6 names beside each client, so I apologize. All right, Mr.  
7 Wilson, I'll be glad to hear your motion to dismiss.

8 MR. WILSON: Thank you, Judge. I want to first  
9 start with the appropriate standard. It is 12(b)(6),  
10 right, but in the 12(b)(6) standard, if you attach  
11 documents to a complaint under Rule 10, they're considered  
12 to be part of the complaint. So in the 12(b)(6) motion  
13 you're allowed to consider them. And you cannot get  
14 around that standard by failing to attach exhibits for  
15 documents reference in the complaint. So we're still  
16 under a 12(b)(6) standard if your Honor wants to consider  
17 exhibits A through C that the plaintiff filed.

18 And then the memo of agreement, which was  
19 referenced throughout the complaint with a specific  
20 recording date, mortgage book and page number, that serves  
21 essentially as part of the basis of the claim. So we can  
22 consider all that in 12(b)(6) standard. The failure to  
23 put it with the complaint is not make this a 56 motion,  
24 but we can go 56. But I won't go there today, your Honor.  
25 And with that frame work in mind, I like to provide just a

1 little bit of background about the case.

2 Now, Mr. Vick's the principal for Transocean  
3 Investments entered into a contract to sell a piece of  
4 property in Lancaster County to Mr. Sinacori through  
5 Carolina Land Ventures. And there are a couple of  
6 different entities that are involved. Now, Mr. Dinkle is  
7 represented by Tracy Frick of Frick Trent. In that  
8 transaction, my client, Lisa Page, who is an attorney  
9 licensed in South Carolina, served as the settlement agent  
10 only for that transaction, that occurred in December of  
11 2015. Mr. Sinacori agreed to pay a certain amount of  
12 funds. He entered into a promissory note and a mortgage  
13 that reflected an amount owed of I think 1.6 million  
14 dollars.

15 Now, Mr. Sinacori had signed that contract  
16 before the transaction closed to a different one of his  
17 entities Sinacori Builders. Sinacori Builders then went  
18 and sold that to another entity or at least the paperwork  
19 says that with nine different other pieces of property.  
20 So it's not just this property from Transocean, it was a  
21 package deal for the development. I'm not sure about all  
22 those facts, that's just a necessary background to  
23 understand.

24 Now, Lisa Page served as a settlement agent in  
25 2015, in December of 2015. That mortgage was recorded in

1 November of 2016. I'm not entirely sure why it was  
2 recorded later, but it was recorded. And there was a  
3 promissory note associated with that transaction.

4 Now, come in March of 2019, Lisa Page is no  
5 longer involved in these issues. The transaction there  
6 were apparently some issues between Mr. Sinacori's  
7 entities and Transocean. They -- I believe plaintiff's  
8 counsel use the term repackage the deal whereby the  
9 plaintiff agreed to satisfy this mortgage from 2016, so  
10 it's a 2015 transaction. And then agreed to a new  
11 promissory note, a new mortgage with a Sinacori entity.  
12 And then later a memorandum of agreement in December of  
13 2019, that basically said, hey, I recognize that I got  
14 money associate with this transaction. It's kind of a  
15 complicated transaction. There's a series of different  
16 steps to take.

17 And looking at the complaint, it is entirely  
18 unclear what the plaintiff is asserting. And I know those  
19 are strong words your Honor, but I can't figure out in a  
20 way to describe it other than just a frivolous piece of  
21 paper. I don't understand what that complaint says. And  
22 I think when you're looking at the requirements to file an  
23 expert affidavit under the Frivolous Proceedings Sanctions  
24 Act, the just confusion of all the different facts in the  
25 complaint. The failure to attach exhibits, representing

1 exhibits that do not purport to be what they are  
2 represented to be in the complaint. And then the failure  
3 to complete all elements of all causes of action. I think  
4 the culmination of all those contributes to the Court  
5 dismissing the complaint with respect to Lisa Page without  
6 prejudice to give plaintiff a little bit of time to figure  
7 out what the actual facts are and their theories of the  
8 case when they can eventually come back if they want to  
9 with an expert affidavit to sue Ms. Page.

10 THE COURT: Do you believe the non-filing of an  
11 expert affidavit, which according to the expert  
12 establishes a legal malpractice claim that's fatal to this  
13 lawsuit against your client?

14 MR. WILSON: Yeah, that absolutely ---

15 THE COURT: I mean, I deal with this all the  
16 time in medical, you know, malpractices very rare I get a  
17 legal malpractice lawsuit, okay, that's why I'm asking.

18 MR. WILSON: Yes, and that leaves me to really  
19 my first point about the statute it's the same for medical  
20 malpractice.

21 THE COURT: Is there NOI for a legal malpractice  
22 case?

23 MR. WILSON: No, notice of intent.

24 THE COURT: Well, so there's -- that's different  
25 for medical malpractice see that's what I'm getting to.

1 I'm familiar with the whole NOI process, but that's -- you  
2 don't have to do it for legal malpractice.

3 MR. WILSON: No, notice of intent except filing  
4 an affidavit and that's what a statute says, so under  
5 15-36-100, which, again, is the Frivolous Proceedings  
6 Sanctions Act. If you filed a suit profession that's  
7 licensed in South Carolina and there's a specific list  
8 that include attorneys, you have to contemporaneously file  
9 with your complaint the affidavit of an expert that  
10 identifies a negligent act or omission and the relevant  
11 facts upon which that opinion is based.

12 THE COURT: Even if something sounds  
13 malpractice, if it's something that doesn't sound -- if  
14 there's no fiduciary duty, you don't have to do all that.

15 MR. WILSON: That's not entirely correct, your  
16 Honor. So the law on 15-36-100 is that if you assert a  
17 professional negligence claim, you have to file the  
18 affidavit, but common law is developed now where if your  
19 other causes of action that don't specifically say  
20 professional negligence are based on fiduciary duties that  
21 arise in that professional relationship, they are also  
22 subject to dismissal if you do not file the expert  
23 affidavit.

24 THE COURT: In other words better safe than  
25 sorry, if you going to sue a lawyer or a law firm, you

1 better have an expert saying it's good.

2 MR. WILSON: Yes, sir, your Honor, and here we  
3 have claims against Lisa Page for her involvement. And  
4 she was only involved in a 2015 transaction, but it seems  
5 that the confusion of the facts as led to her being a  
6 plaintiff attempting holding her responsible 2019 issues,  
7 but there's claims for fraud, breach of contract, breach  
8 of fiduciary duty and legal malpractice. And if you look,  
9 it's outline in the memo that we filed in support of  
10 motion to dismiss. All of the facts within those four  
11 claims all are based on this professional relationship and  
12 the duties that are inherent between an attorney and  
13 client. So the failure to comply with that 15-36-100,  
14 your Honor, I think, mandates dismissal of those claims.  
15 And there is the Unfair Trade Practice Act claim as well,  
16 but ---

17 THE COURT: Well, let's say I adopt your  
18 reasoning after I take everything under advisement and I  
19 grant your motion to dismiss without prejudice, how soon  
20 after he refiles an amended complaint he gone move to  
21 dismiss for failure to comply with statute of limitations?

22 MR. WILSON: Well, if he provides all of the  
23 exhibits that are necessary to the different facts in the  
24 complaint potentially immediately, but I don't know that  
25 for certain without knowing exactly what he's claiming

1     against my client based on what the facts show. I think  
2     we have to get to that necessary step your Honor because  
3     15-36-100 is clear is that if you don't comply with that  
4     statute your complaint is subject to dismissal failure to  
5     state a claim. Whether or not it's not with prejudice,  
6     it's without prejudice, but the whole point being your  
7     Honor is that there are statute of limitations issues,  
8     which I've identified in my brief, but you haven't  
9     complied with this statute that requires contemporaneous  
10    affidavit. And there are certain exceptions which don't  
11    apply here under the statute. You should not be allowed  
12    to take advantage of an earlier filing date if you just  
13    completely disregard statutory law requiring you to file  
14    an expert affidavit. And the whole point of it is to  
15    avoid filing lawsuits against professionals, unless you  
16    have an expert look at everything that's relevant, to look  
17    at the law and look at the facts and the public court  
18    documents and say you know what you don't have a case  
19    here. The standard of care is this. This attorney  
20    breached it by X, and then you take that and then you file  
21    it.

22            You cannot just go into court file your  
23    complaint, completely disregard the statute, wait until  
24    the eve of the hearing when we've already brought this up  
25    to the plaintiff's attention when we filed our motion to

1 dismiss that needed to comply with statute and just wait  
2 seven days beforehand to file some highly questionable  
3 affidavit from the expert. But the failure to comply with  
4 that statute we believe would result in the dismissal of  
5 those actions, but even if you look at the expert  
6 affidavit that was filed so late and didn't comply with a  
7 statute, it's highly questionable. It contains  
8 misspellings. It was clearly filed in a hurry. And then  
9 it states only that as the expert's perspective I reviewed  
10 the pleadings, interviewed, and numerous documents related  
11 to the relevant land transactions no dates does not  
12 identify any documents. And the statute requires you to  
13 identify the standard of care and the -- essentially the  
14 available evidence at the time.

15 THE COURT: And that was just part of what was  
16 filed last night?

17 MR. WILSON: That was part of what was filed on  
18 the 21st ---

19 THE COURT: Okay, got you, got you, okay.

20 MR. WILSON: --- seven days before the hearing,  
21 but the facts outlined in the affidavit are actually  
22 contradictory to what the complaint says and then what the  
23 exhibits say. So we've got an affidavit that just says,  
24 oh, well, Mr. Sinacori promise to give, you know, a little  
25 over a million dollars in cash in the note and mortgage,

1 but it doesn't say exactly what the terms of the deal  
2 were. And if you can't be bothered with the terms of the  
3 deal and the affidavit, it makes it highly suspect. In  
4 addition, it just says Transocean did not receive  
5 decapitation it bargained for, that's the allegation  
6 against Lisa Page in the affidavit. And that just does  
7 not comply with the requirements outlining specific  
8 negligent acts and the facts that support that negligent  
9 act. So we would ask that the -- those claims be  
10 dismissed under the statute, but even so your Honor, I  
11 think what makes me gravitate towards the ultimate  
12 conclusion for Lisa Page is to dismiss the case without  
13 prejudice and allow it to be refiled is that the complaint  
14 is just entirely inconsistent and has factual  
15 misstatements and it's contradictory to what the exhibits  
16 filed.

17 And prime example your Honor is that the  
18 plaintiff filed exhibits A through C with the complaint.  
19 Exhibits A and C are the exact same thing, and it appears  
20 to be a declarations page for Chicago Title Insurance from  
21 2007 and Transocean's favor 2007 is when Transocean bought  
22 the property. This transaction happened in 2015, but  
23 those exhibits are being included in the complaint or  
24 reference in the complaint in support of the position that  
25 Lisa Page didn't issue title insurance in 2019. And all

1 these different references of the years and the amounts is  
2 just so confusing. It's hard to waive through. This is  
3 why we ended up providing a lot of the documents.

4 And in addition, the complaint references a  
5 document recorded in 2019 specific memo page excuse me --  
6 a specific mortgage book and page number why pull that  
7 document. This case appears to be about \$421,000 payment  
8 that Transocean says it didn't get. Well, if you look at  
9 the recorded document that's referenced, there's a  
10 specific provision that says I, Transocean, acknowledge  
11 receipt of the \$421,000. In fact, in an e-mail that  
12 plaintiff's counsel filed last night, I had a chance to  
13 look through. There's an e-mail from Mr. Vick that says,  
14 oh, I got the \$421,000, I'm just waiting for the rest of  
15 the payment, that all occurred in 2019. It's not evident  
16 from the complaint, but if you look at the memorandum  
17 agreement, they are just so many incorrect factual  
18 allegations in contradiction between what's said in the  
19 complaint and those documents, which I believe end  
20 warrants just dismissing without prejudice and allowing  
21 plaintiff time to gather the facts, go it to an expert,  
22 provide the relevant documents, and then to say, okay, you  
23 do have claim here or you don't have a claim.

24 And then the statute of limitations issues your  
25 Honor won't get into that right now it's in my brief. The

1 last thing would be just the failure state all the  
2 elements of all the claims. Now, we've got a claim for  
3 fraud against my client. There are nine elements that  
4 have to be specifically pled under Rule 9. If you don't  
5 do that, it's subject to dismissal. Here there are no --  
6 there are no claims against Lisa Page or elements saying  
7 that Lisa Page intended Transocean to rely on some  
8 misrepresentation, that Transocean was unaware, that  
9 Transocean had a right to rely on misrepresentation or  
10 that Transocean suffered proximate injury under the fraud  
11 claim. So that should be dismissed for failure to  
12 conclude the elements. Plus, there some elements missing  
13 from the legal malpractice and Unfair Trade Practice Act  
14 claim as to Lisa Page. As your Honor I'm sure is no doubt  
15 familiar with the Unfair Trade Practice Act requires the  
16 actions of the defendant to affect the public interest and  
17 there a couple ways you can show that. There no  
18 allegations about how Lisa Page's page involvement in the  
19 2015 transaction affect the public interest because  
20 affectively just a dispute over a contract agreement and  
21 potentially a real estate deal that didn't go according to  
22 how Transocean thought it would. And that those elements  
23 are missing your Honor. And I would just say that, again,  
24 I think dismissal without prejudice would be a good option  
25 for all parties involved to give plaintiff the time to

1 gather facts and then assert that, oh, yes, there is a  
2 legal malpractice. You can go to an expert, here's the  
3 documents, let me get your opinion.

4 THE COURT: You don't think him filing the  
5 affidavit last week cures that?

6 MR. WILSON: Absolutely not your Honor and  
7 here's why because the statute only allows ---

8 THE COURT: 15-36-100 has to be served  
9 contemporaneously with it.

10 MR. WILSON: It also contains provisions that  
11 state if you can't -- if you do not file an exhibit with  
12 the affidavit with the complaint, then you have to put in  
13 your complaint that, oh, I'm having issues with the  
14 statute of limitations. I need to file this action. I  
15 don't have the expert affidavit. And if you made that  
16 allegation in your complaint, you must file an expert  
17 affidavit within 45 days after you filed the complaint.

18 THE COURT: Okay.

19 MR. WILSON: And then there's another provision  
20 your Honor that says that a plaintiff could move  
21 beforehand, before a hearing on the same issue to extend  
22 the time line, but I would object to any type of motion to  
23 that aspect. And I think that the statute is very clear  
24 with the timing of filing. You can't cure it with after  
25 the fact affidavit.

1 THE COURT: What's the statute of limitations  
2 for a legal malpractice action, is it two years? Two or  
3 three?

4 MR. WILSON: Three years, your Honor.

5 THE COURT: See it's three for medical and then  
6 they get the three and then the lawyers only get two or  
7 they get the two, but we only get the three lawyers?

8 MR. WILSON: Yes, your Honor, no three, but this  
9 all happened in 2015. And the statute of limitations may  
10 come up if the plaintiff decides again to bring Ms. Page  
11 back into it.

12 THE COURT: Well, then we have the whole  
13 discovery rule I got to talk to Mr. Halford about that  
14 when I hear from him.

15 MR. WILSON: Well, again, your Honor the statute  
16 of limitations is the hiccup on, you know, that issue,  
17 then I will just state it based on the inconsistencies  
18 and contradictory -- contradictions in the complaint the  
19 15-36-100 and the failure to state elements. And I think  
20 the culmination of those really just show that this  
21 pleading is a frivolous piece of paper. I mean, you can't  
22 tell what it's about and it fails to comply with so many  
23 rules that plaintiff should not be allowed to take  
24 advantage of an earlier filing date as to Lisa Page. We  
25 just ask that you dismiss without prejudice.

1           THE COURT: All right. Thank you, sir. Mr.  
2     Halford.

3           MR. HALFORD: Yes, sir. With regard to the  
4     affidavit, there is one on file. I won't explain the  
5     length of time which it takes ---

6           THE COURT: May 22nd it was filed. I see that.

7           MR. HALFORD: And, again, my client's been in  
8     possession of most of the documents that show the trail of  
9     this case, but they were in possession of the closing they  
10    did with Ms. Lisa Page.

11          THE COURT: Well, let's get to the heart of the  
12    issue. If I were to adopt what he says I should do, just,  
13    you know, dismiss for failure to file contemporaneously  
14    the expert affidavit alleging legal malpractice in  
15    particular particulars which you have -- that's the word I  
16    never thought I'd say the particulars that you have  
17    alleged dismiss without prejudice with leave to refile.  
18    He brings up the issue of a statute of limitations. How  
19    do you get around the statute of limitations? When did  
20    you client reasonably discover the possibility of legal  
21    malpractice?

22          MR. HALFORD: At the point of refinances that  
23    occurred year 2019 and this comes to Kent Jones, but your  
24    Honor first of all she has no business recording or  
25    executing a deed when there's not even been a closing yet

1 with my client and that's what she does. Secondly, the  
2 client or the buyer Sinacori individually signs that  
3 affidavit and gets filed over here with the county. And  
4 this sits in effect basically it snowballed. And so this  
5 is why you're seeing all these shell games that I  
6 described for you did she commit legal malpractice or not.  
7 There is an affidavit on file, but we still don't have  
8 most of the documents. And let's presuppose for just a  
9 second take argument let's say I have commenced discovery  
10 with the service of this lawsuit with summons and  
11 complaint. Let's say I had served RFA's through  
12 interrogatories and request for production where would we  
13 be today, right here.

14           They would make a motion to dismiss regardless,  
15 so dismissal without prejudice that just runs us straight  
16 into the statute of limitations your Honor. But if the  
17 conduct of Ms. Page which did occur earlier than the  
18 closing date of December the 18th occurred on December the  
19 16th no authority. Again, you're talking equitable  
20 conversion the title or interest in title to real estate  
21 that was owned by him. Then she does the closing and then  
22 for whatever reason and this does bring me to the exhibit  
23 C that's attached excuse me -- exhibit C that's attached.  
24 What I filed last night why don't you record the note and  
25 the mortgage because that's typically what you do with it.

1 And understand that Ms. Page is a North Carolina lawyer  
2 that is a waste notice -- counsel knows that. South  
3 Carolina we're not in a race. Why did she race a deed to  
4 a closing an office down here when she hadn't even had a  
5 closing with my client yet. It makes no sense. So this  
6 sets snowball or chain of events your Honor, but this is  
7 if it is deemed to be fraud if in fact it is in deed to be  
8 legal malpractice if you see your way around the statute.  
9 I understand what you're saying. If I grant this without  
10 prejudice, you come back we're immediately stoned wall by  
11 the statute of limitations, but this if this into effect a  
12 change ---

13 THE COURT: You think you lose the statute of  
14 limitations argument as an officer of the Court?

15 MR. HALFORD: If you dismiss -- I'm sorry say  
16 that again for me?

17 THE COURT: Do you think you lose the statute of  
18 limitations argument if I dismiss without prejudice with  
19 leave to amend?

20 MR. HALFORD: Yes, absolutely.

21 THE COURT: Okay, because it's outside the three  
22 years?

23 MR. HALFORD: It's outside the three years, but,  
24 again ---

25 THE COURT: You don't think I have any legal

1 room to determine, that's why I ask you about discovery  
2 issue of when the alleged malpractice was discovered.

3 MR. HALFORD: No, sir, I ---

4 THE COURT: I'm just thinking out loud. I don't  
5 know what I'm going to do yet. I hadn't read anything.

6 MR. HALFORD: No, sir, I think you did have the  
7 discretion to hear number two this is why I believe the  
8 argument is premature because, again, all the documents  
9 are in their possession. My client scrambled to get  
10 together what little bit they could, but mostly they  
11 had was with Lisa Page. And look, Judge, I practice real  
12 estate law and real estate litigation for over 25 years  
13 and I have never crossed paths. This isn't personal  
14 between me and them. I'm protecting my client's interest,  
15 but what is at stake here is land that he owned equitable  
16 interest was used in taking piecemeal and basically a  
17 subdivision was put together where in the final agreement  
18 which I'm not going to involve Ms. Page in, his sole  
19 remedy according to the drafting of Kent Jones is  
20 foreclosure. How you gone foreclose something against a  
21 bone fide purchaser for value with no notice.

22 So let's go back to Lisa Page on December the  
23 18th. There's a promissory note and a mortgage she's  
24 aware of. She doesn't record it. Again, race notice in  
25 North Carolina why did she wait. Why did she wait to

1 record this deed that she executed on the 16th prior to  
2 closing into another Sinacori entity. It's a shell game,  
3 so, yes, if you chose to dismiss, I understand that, but  
4 we don't want to dismissal without prejudice because  
5 that's exactly where he is trying to take this court as  
6 right into the statute of limitations. This has been a  
7 continuing and ongoing thing since Lisa Page.

8 THE COURT: What wiggle room then do I have  
9 again arguing -- I'm just talking out loud according to  
10 his argument that, you know, 15-36-100 requires the filing  
11 of an expert affidavit at the time you filed not later on  
12 in this litigation. I mean, the lawsuit was filed August  
13 of '23. The expert affidavit was filed May of '24. I  
14 mean, is there wiggle room in that statute or is there a  
15 discretion in that statute as to the filing of that  
16 affidavit?

17 MR. HALFORD: Yes, sir.

18 THE COURT: There is?

19 MR. HALFORD: Yes, sir, I believe it is, and  
20 that would be the discovery rule of when exactly our  
21 clients knew that there might have been ongoing notice,  
22 but this all starts back to them. And, again, he's  
23 correct Ms. Page exits the involvement in approximately  
24 and 2007 I believe excuse me -- 2017. But in any event  
25 here's the whole ball of wax with Sinacori. He signed a

1 personal -- well, first of all, he did a note and a  
2 mortgage, which would subject him to jurisdiction. Then  
3 he signs a personal guarantee. Then there's a memorandum  
4 agreement.

5 With Ms. Page, your Honor, you know, I have no  
6 explanation why she would not have recorded a 1.9 million  
7 dollar mortgage. And she knew this property was  
8 transferring to Mr. Sinacori or one of his entities. So I  
9 do think you have wiggle room under the statute. We're  
10 not looking for a dismissal without prejudice because we  
11 run square -- this has been involved and frankly came to  
12 ahead and was filed -- you're correct in August of '23  
13 your Honor, but our clients did not know how many  
14 transfers and title that there have been between Sinacori  
15 entities up until that time. And some of these documents  
16 they've just had to go to great lengths to research and  
17 find. I think discovery is needed. I think the motion is  
18 premature.

19 THE COURT: Thank you. All right, coming back  
20 you, sir.

21 MR. WILSON: Thank you, Judge Gibbons. You  
22 know, there was a lot said in response to the motion and  
23 I'm not sure really much of it really applies to any of my  
24 arguments. The statute is pretty clear with the affidavit  
25 requirement that was not filed with this case and there's

1 no way to cure it. Plaintiff could have moved to amend  
2 its complaint. He could have done it as of writing. He  
3 could have responded to my motion to dismiss that  
4 reference the statute and said I'm getting an affidavit,  
5 but you waited from August of '23 until seven days ago to  
6 go grab an affidavit.

7 And these claims that we're in possession of all  
8 the documents. Everything I've cited in my memo most of  
9 it was already cited in the complaint. Exhibits A through  
10 C and then the memorandum of agreement, which is  
11 referenced five different times in the complaint, but the  
12 specific recording date mortgage book number and page.  
13 You're going to tell me you sit here in this court and say  
14 that you didn't have access to that document or the  
15 information in there. It's publically filed. If you're a  
16 real estate attorney, you know where to go to get those  
17 documents. If the statute of limitations is an issue now,  
18 it was an issue when they filed the complaint any ways.  
19 So I just -- I think it's just -- it flies in the face of  
20 just -- that could be at this point your Honor just say  
21 that, oh, we can come to court and we can file a frivolous  
22 complaint because it doesn't comply with Frivolous  
23 Proceedings Sanctions Act and get the benefit of that  
24 early filing date and wait eight months before we actually  
25 file the statutory required expert affidavit and taken

1 advantage of that early filing date. Thank you.

2 THE COURT: Well, my internet went out, but I  
3 pulled up the statute on my phone, hang on. Is it  
4 subsection F you're relying on?

5 MR. WILSON: I think it's C(1).

6 THE COURT: Hang on.

7 MR. WILSON: It's kind of buried in there your  
8 Honor.

9 THE COURT: I'm having a hard time reading the  
10 mobile version of the statute, but I got it. All right,  
11 C ---

12 MR. WILSON: It's C(2) maybe or C(1).

13 THE COURT: A(1), A(2)(A), C. There is a C.  
14 There's a B I see it. C(1), the contemporaneous filing a  
15 requirement of subsection B does not apply to any case in  
16 which the period of limitation will expire or there is a  
17 good faith basis to believe it will expire on a claim  
18 stated in the complaint within ten days of the date of  
19 filing and because of the time constraints. The plaintiff  
20 alleges that an affidavit of an expert could not be  
21 prepared, such a case the plaintiff has 45 days after the  
22 filing of the complaint to supplement the pleadings with  
23 the affidavit, that didn't happen, okay.

24 Upon motion, the trial court after the hearing  
25 and for good cause may extend the time as the Court

1 determines justice requires. That's the wiggle room that  
2 we been talking about, all right. If an affidavit is not  
3 filed within the period specified in the subsection or as  
4 extended by the trial court and the defendant against whom  
5 an affidavit should have been filed alleges by a motion to  
6 dismiss, that the plaintiff has failed to file the  
7 affidavit, the complaint is subject to dismissal for  
8 failure to state a claim.

9 MR. WILSON: Your Honor, and I mentioned that  
10 earlier about the provision allowing for a motion if made  
11 in good faith. And, again, plaintiff has not made any  
12 motions. I would object to any motions being made in open  
13 court today because it is a discretionary ruling. It's in  
14 your Honor's discretion. And I don't see anything in the  
15 complaint, anything during the time that this complaint  
16 has been pending when plaintiff has been on notice on the  
17 lack of expert affidavit, why exercise its discretion on  
18 in court made any type of argument ---

19 THE COURT: I get all that. I follow you a  
20 hundred percent clear. I'm not saying I agree with you.  
21 I'm not saying I agree with him. I understand your  
22 argument subsection F of the statute says if a plaintiff  
23 fails to file an affidavit as required by this section and  
24 the defendant raises that failure to file an affidavit by  
25 a motion to dismiss, the complaint is not subject to

1 renewal after the expiration of the applicable period of  
2 limitation -- statute of limitation. Unless, a court  
3 determines the Court, that's me, determines that the  
4 plaintiff had the requisite affidavit within the time  
5 required pursuant to the section and the failure to file  
6 the affidavit as a result of the mistake. What do you  
7 think that mean?

8 MR. WILSON: Well, your Honor I would say that  
9 that ---

10 THE COURT: Is there any case law on this  
11 statute?

12 MR. WILSON: There's plenty of case law on the  
13 statute, but there's not much on the interpretation of  
14 these provisions allowing for a late filing, but I think  
15 they're pretty clear as far as the 45 day and the motion  
16 to amend.

17 THE COURT: I love cases of first impression.

18 MR. WILSON: It's a great day for you maybe we  
19 can cite some decisions for your Honor in the future in  
20 other courts, but I think that the practical attorney in  
21 me would say, you know, it was \$125 to file a lawsuit. So  
22 the plaintiff could easily refile and try and get around  
23 statute of limitations that we don't address that here. I  
24 would just rest on my brief.

25 THE COURT: I got a lot to digest on this one.

1 Thank you. Maybe not to take away from your motion to  
2 dismiss, you represent Mr. Jones?

3 MS. HUNT: I do, your Honor. Amy Hunt on behalf  
4 of Kent Jones.

5 THE COURT: Okay. I'll be glad to hear from  
6 you, ma'am.

7 MS. HUNT: Well, the good news for the Court is  
8 there are no claims that are just against Ms. Page or Mr.  
9 Jones. They are not law partners. They were not in  
10 fact -- I can't tell this from the complaint, but I don't  
11 believe they were ever even involved in the same  
12 transactions. But for purposes of the Court and this  
13 motion, all of the arguments you just heard also apply  
14 because it is the same claims that have failed to be pled  
15 properly. They are missing the elements against both  
16 attorneys. There's no affidavit filed as to either  
17 attorney, so I think it's very similar arguments and I can  
18 read my outline and go through the whole thing, but you  
19 will hear much of what you just heard.

20 I would note there's been a lot of talk about  
21 these documents. They are all public record. I think he  
22 was pulling out my memo a few minutes ago. I did bullet  
23 point a little time line in my memo really for clarity  
24 because looking at the face of the complaint it is  
25 impossible to determine what happened when and what

1 damages are being sought and what proximate cause is being  
2 alleged. So not having any documents myself, I went to  
3 the public records. I think the only public records that  
4 I referenced, that are not referenced in the complaint, I  
5 did reference the 2007 transaction where Transocean took  
6 title, but they had submitted the commitment first page.  
7 So I felt like that was already before us.

8 I don't include any documents that are outside  
9 of the public records. And I think having those public  
10 records the Court can take judicial notice of those and  
11 keep us within the 12(b)(6) territory. I would object to  
12 the memorandum -- the reply memorandum that was filed last  
13 night. We got it at 8:51 this morning not into the  
14 content of it, but it does attach some e-mails and  
15 non-recorded documents. And I think that would take us  
16 outside of the territory we need to be in, but I think  
17 staying within the public records which ---

18 THE COURT: How about I give you all an  
19 additional ten days to supplement you alls briefs and  
20 memoranda for me to consider the total record?

21 MS. HUNT: If that's the Court's discretion,  
22 obviously, we will comply with that?

23 THE COURT: Why don't we do that. That way you  
24 all can address things because no lawyer likes a late  
25 filing. You walk in it's like an ambush. I think that's

1     only fair.

2             MS. HUNT:   What I will say I don't -- I'm happy  
3     to supplement and respond.   I don't want to respond to the  
4     things that are outside of the public record because I do  
5     want to keep this as a 12(b)(6)six motion and it does not  
6     change my argument.

7             THE COURT:   And I'm going to consider what I  
8     consider any way when I review everything if I find it's  
9     kind of outside, you know, the boundaries of what's  
10    before the Court I'm not going to consider.

11            MS. HUNT:   Well, I think -- I'm happy to respond  
12    within ten days with a supplement, but for purposes of  
13    where we are today, we do have a 12(b)(6) motion pending  
14    for all of the reasons you heard from Ms. Page, which is  
15    there is a failure to plead the correct elements of each  
16    cause of action.   The fraud and inducement claim, the  
17    breach of fiduciary duty claim, the attorney malpractice  
18    or legal negligence claim and the violations of Unfair  
19    Trade Practices Act.   Each of those as sat forth in our  
20    memos, I won't detail them all is missing a claim, but  
21    overall when you review this complaint and you try to  
22    discern what they're asking for and you try to discern why  
23    they're asking for it and from whom they are asking it,  
24    all I can tell is a \$421,000 in damages which when I look  
25    at the public records, the plaintiff already signed the

1 recorded documents saying they got it. So I can't tell  
2 what they want. I can't tell why my client should be held  
3 liable for it. There aren't even specific acts alleged  
4 against my client that we can respond to.

5 See, when I think when we look at the nature of  
6 12(b)(6) action, does it state a claim on its face  
7 assuming everything in it to be true looking in the face  
8 of this complaint, I think the Court could look at the  
9 complaint alone and make a determination. Defendants in  
10 this action cannot defend or respond to it because it's  
11 completely unclear what's being sought or how any of them  
12 are reliable.

13 I don't think we need to go back over the  
14 affidavit. It wasn't filed. What was filed recently is  
15 deficient under the statute and certainly not timely. I'm  
16 happy to reiterate any of it, but your Honor with  
17 arguments of all and the same arguments apply to Mr. Jones  
18 that apply to Ms. Page. There may be different statute of  
19 limitation arguments because I believe they were in  
20 different transactions. We aren't arguing statute of  
21 limitations for the purpose of today's motion.

22 THE COURT: Thank you, ma'am. Mr. Halford,  
23 anything specific to Kent Jones?

24 MR. HALFORD: Ms. Hunt's client Mr. Jones was  
25 actually the transaction lawyer that handled the

1 acquisition of the property by my client in 2007, okay.  
2 So there's definitely an attorney-client relationship  
3 there. There's not a lot of determination. Hey, it's  
4 been great, here's your file. We hereby conclude  
5 services, but as this goes forward after 2007, there are  
6 several modifications. And like her, I'd like to stay  
7 within the Rule(12)(6). I included those documents last  
8 night because one of the things that Ms. Page neglected to  
9 do was provide title insurance to the lender. This is  
10 like the poor man's mortgage you see it on residential  
11 context on a finance -- well, this is on a finance lands  
12 that were becoming a subdivision development. So when she  
13 did not provide it. A, didn't record the note and  
14 mortgage. Then B didn't provide title insurance for the  
15 lender on 1.9 million dollar deal, this goes forward to  
16 Mr. Jones because involved in what I'm tracking is  
17 information as far as the 2019 where there is an attorney  
18 mention Tracy Frick.

19 Your Honor's probably familiar with her. She  
20 does real estate in Fort Mill. Well, they try to lay the  
21 blame on her. And she tells -- and this is a business  
22 communication coming from Mr. Kent Jones to Mr. Jason  
23 Dicks. We're going to look into that title insurance.  
24 You're not currently protected right now. We need to do  
25 something about that. So what we have is a note and a

1 mortgage that divest or devolves down to a personal  
2 guarantee under Mr. Jones or into a memorandum of  
3 understanding ultimately full sub out to an entity call  
4 Toal House LP Corporation. Your only remedy is  
5 foreclosure.

6 What my client is seeking, Judge, is payment  
7 under his note and mortgage. The very one that she closed  
8 Lisa Page and the very one that continued under  
9 modifications of what they call re-documentation by Kent  
10 Jones, the attorney. And my client's complaint at face  
11 value should be taken as truly admitted that he believe  
12 Kent Jones to be representing him. In fact, he's not  
13 drafting these documents.

14 They're coming from somewhere. And one of which  
15 those was a personal guarantee. So I understand the  
16 arguments. I understand the statute of limitations  
17 arguments. I understand the affidavit argument, but at  
18 the end of the day unless he's got a conflict waiver, I  
19 mean, Judge, these attorneys are North Carolina lawyers  
20 dabbling in South Carolina dirt. And the problem with it  
21 is, they're not recording timely. And they, again, are  
22 North Carolina lawyers prior. They know the race and  
23 notice the statute. You get your rear end to the  
24 courthouse when you close a deal. It's not like that down  
25 here in South Carolina, but the length of time that they

1 left things unrecorded and then going back finally to the  
2 conveyance of property before he ever sells it and it gets  
3 recorded down here, but then they record that deed, that's  
4 in my later in mid December. He closes December the 8th  
5 and he then transfers title, not equitable interest, not  
6 equitable conversion, transfers title to Sinacori  
7 Builders. But guess what somebody else already on title  
8 and it wasn't him. And that was the drafting of the  
9 attorney and the handiwork of Mr. Sinacori.

10 So going forward, we're addressing Kent Jones  
11 right now. Once you see toxic things like that in the  
12 paper, you take a hands off. You do exactly what Tracy  
13 Frick did in an e-mail and say I didn't create this  
14 mortgage. It's not from my firm and I can't work with it.  
15 I'm not going to touch it and that's what she did. But  
16 this continues shell game from one entity Chateau to  
17 another entity Sinacori sold to a third-party buyer  
18 without notice why because neither one of them recorded  
19 the note and the mortgage, that's on them and well within  
20 the statute.

21 And if we make it as far as 2019 and this is  
22 still going on, my client still hasn't been paid. There  
23 was legitimate agreements drafted by attorneys. And more  
24 importantly, if he thought Kent Jones representing him,  
25 why is he representing Sinacori's interest to take away a

1 secure mortgage and make it into a personal guarantee and  
2 then a memorandum of understanding. We're kind of  
3 diluting my client's protection.

4 And I want to specifically end with a title  
5 insurance aspect of this. I don't know which attorney  
6 that came from. I can tell you the title insurance -- we  
7 may have to add a party depending on how your honor rules,  
8 but the title insurance aspect there is a Chicago title  
9 commitment for title insurance to Transocean's Investments  
10 issued by somebody. Well, it couldn't have been Kent  
11 Jones because he ain't a South Carolina attorney. And  
12 he's not a title agent, that leaves one other person. By  
13 process of deduction, there had to be somebody capable of  
14 issuing title insurance in the State of South Carolina.  
15 And, again, it wasn't done by not one but two attorneys on  
16 a piece of land. Meanwhile, nobody notices him, but his  
17 land is being combined into a Subway entrance way. You're  
18 losing your land. Your land is slowly becoming piece of a  
19 major development. So he hasn't been paid and that's  
20 acknowledged. If she's confused about what we're asking  
21 for, my client wants to be paid under his note and  
22 mortgage because I think any of these agreements as  
23 re-documented or amended whether they got recorded or not  
24 secured him. And if the attorney was doing that, he owed  
25 a duty to them not ---

1           THE COURT: What's the amount your client  
2 believes he's due?

3           MR. HALFORD: I believe it' was \$808,000 that  
4 they say was due, but the new mortgage in favor of  
5 Transocean was at the principle amount of \$808,000.

6           THE COURT: 808,000?

7           MR. HALFORD: 808,000, your Honor. He does  
8 acknowledge receiving some money, but, I mean, again,  
9 we're talking about the poor man's mortgage of the  
10 commercial contents.

11          THE COURT: I understand. I'm just trying to  
12 figure out the cost of defense going forward versus what's  
13 ultimately going to resolve this morass here.

14          Yes, ma'am.

15          MS. HUNT: Thank you, your Honor. A couple  
16 things to clear up real quickly. The complaint does not  
17 allege that Kent Jones represented the plaintiff in 2007,  
18 so that's a new allegation being made today and not part  
19 of the complaint. I don't understand the argument about  
20 what wasn't recorded timely because there are no  
21 allegations in the complaint there was any intervening  
22 interest that mattered.

23          THE COURT: Why don't I just order he amend the  
24 complaint then rather than dismiss it just allow him to  
25 amend the complaint?

1 MS. HUNT: Because he didn't file it properly  
2 the first time and that's not the way our rules are set  
3 up, your Honor.

4 THE COURT: Okay.

5 MS. HUNT: That's why.

6 THE COURT: I understand.

7 MS. HUNT: If the complaint said document  
8 executed in January not recorded until December and in  
9 between there because it was unrecorded somebody else  
10 popped up with an interest that hurt us, then delay a  
11 recording make sense, that allegation makes sense. There  
12 are damages attributable to it arguably. Just things not  
13 being recorded on the date that they are executed in and  
14 of itself isn't the basis for a claim nor are there any  
15 damages alleged because of any delay.

16 With respect to plaintiff's -- plaintiff being  
17 entitled to any money on a mortgage or a promissory note  
18 or a personal guarantee, there are no facts in the  
19 complaint nor could there ever be facts in the complaint  
20 that say Kent Jones was a party to any mortgage or any  
21 promissory note or any personal guarantee even if there  
22 allegations that he prepared any of those documents, he is  
23 not a party to them and therefore never liable for debts  
24 commemorated by those documents. So if what this action  
25 is really about is plaintiff believes he didn't get the

1 right amount of money for selling his property or being  
2 repaid back under seller financing, that could never be a  
3 claim against my client, your Honor, no matter how many  
4 times we amend or refile.

5 With respect to the 2007 policy, I'm still  
6 confused as to its relevance. We do have a commitment  
7 page, which does not in and of itself prove their policy  
8 was issued, but even if a 2007 owner's policy had been  
9 issued to Transocean, the minute Transocean signs a deed  
10 to a different entity in 2015, that policy is no longer  
11 relevant. There's no such thing as sellers title  
12 insurance. You can have title insurance as an owner where  
13 you buy property and you can have title insurance as a  
14 lender when you have an open mortgage against a piece of  
15 property. You don't have title insurance otherwise. So  
16 the 2007 policy would be irrelevant even if ever existed.  
17 I've heard lots of arguments today your Honor. I'm just  
18 as confused as I was when I got in here. It is still  
19 unclear to me how any claims have been alleged against  
20 Attorney Jones in this action. And we would respectfully  
21 request that the complaint be dismissed without prejudice  
22 it wants to be refiled.

23 THE COURT: All right. Thank you, ma'am. Well,  
24 I told the lawyers to do is what I am going to do. I'm  
25 going to give defense counsel an additional ten days

1 within which to file any additional memorandums in  
2 response to what was argued by Mr. Halford here this  
3 morning as well as what was brought up in his filing last  
4 night. I'll sift through everything and consider  
5 everything. And, you know, hopefully use my magic wand  
6 the best I can to make it all better. We'll see what  
7 happens, okay. I'll take it under advisement. I can't  
8 with the amount of this potentially complex. Obviously,  
9 y'all not gone have anything within the next week or two,  
10 so I'll be in touch, okay. Thank you all very much. You  
11 all have a great day.

12 END OF REQUESTED TRANSCRIPT  
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CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA            )  
                                                  )  
COUNTY OF FLORENCE                )

I, Keshia Reed, Court Reporter in and for the State of South Carolina At Large, do hereby certify that the above-entitled cause was heard as hereinafter set out; that I was authorized to and did transcribe the said proceedings; and that the foregoing and annexed paged, numbered 1 through 44, inclusive, constitute a true and accurate transcription of my stenographic report of the said cause taken during the said hearing. In the Court of Common Pleas for Lancaster County, South Carolina, on the 28th day of May, 2024.

I do further certify that I am neither of kin, counsel nor interest to any party hereto. In witness whereof, I have hereunto affixed my signature this 26th day of November 2024.

*Keshia Reed*

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Keshia Reed, Court Reporter