

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Daniel Coble, Circuit Court Judge
Case No. 2025-CP-40-06986
Appellate Case No. 2026-000774

Brandi Barnett and Kevin Rubink, Plaintiffs,

v.

Luke Shealey, Brian Shealey, and Shealey Law Firm, LLC, Defendants,

of which Brandi Barnett is the Appellant and Luke Shealey is the Respondent.

**APPELLANT BRANDI N. BARNETT'S MOTION FOR TARGETED REDACTION AND
LIMITED SEALING OF BARNETT-SPECIFIC CONFIDENTIAL INFORMATION
AND REQUEST FOR INTERIM SEALED TREATMENT**

Appellant Brandi N. Barnett, proceeding pro se, respectfully moves under Rule 240, SCACR, the South Carolina Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, Order No. 2014-04-15-02, and the sealing standards identified in *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 630 S.E.2d 464 (2006), including the factors set forth in Rule 41.1(b), SCRCP, for narrowly tailored public-access relief as to specific Barnett-only passages already contained in the Record on Appeal. This motion does not seek to alter the evidentiary Record, remove material from the Court's consideration, or change the merits of the appeal. Appellant asks only that the Court preserve the complete unredacted material for judicial and party access while directing that the public-facing appellate file use narrowly redacted substitute pages, or limited sealing where redaction cannot adequately protect the identified information.

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SC Court of Appeals

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The requested relief is limited to the exact Record pages and passages identified in Exhibit A. Appellant does not seek wholesale sealing of the appeal, the Record on Appeal, the dispositive orders, the refund evidence, the Rule 1.5 analysis, or the parties' legal arguments.

I. FACTUAL BASIS IN THE RECORD

1. The final Record on Appeal contains the July 29, 2025 South Carolina Bar letter stating that the then-current public record should be replaced because it contained sensitive information related to Appellant. (R. p. 30).
2. At the February 4, 2026 hearing, Appellant expressly told the circuit court that unredacted material remained online involving her banking, personal information, and social-security-related information, and she requested redaction of the harmful information. (R. p. 198).
3. The Record also reproduces a February 25, 2026 order from the related fee-dispute matter that contains Barnett-specific criminal-charge, financial, law-enforcement, and character narrative. (R. pp. 23-25).
4. The Record further reproduces the June 3, 2025 assigned-member Fee Disputes Board report. Portions of that report repeat criminal-charge information, private financial narrative, alleged law-enforcement interest, former-client/disciplinary material, and character descriptions, while other portions contain the Rule 1.5 and refund analysis that can remain public. (R. pp. 155-158).
5. **The facts establishing the contents and confidential origin of the targeted material, Appellant's prior request for redaction, and the South Carolina Bar's request that sensitive material be removed from the public record are already contained in the Record on Appeal. (R. pp. 23-25, 30, 155-158, 198.) Appellant also submits a contemporaneous Affidavit limited to the present effects of continued public electronic access. The Affidavit does not repeat the protected details; it explains that Appellant personally discovered unredacted court material online, previously sought correction, remains concerned about**

copying, indexing, and redistribution of court-hosted sensitive material, and seeks only prospective, passage-specific relief while preserving the complete Record for the Court and parties.

6. As of September 22, 2026, the South Carolina Court of Appeals' public docket for Appellate Case No. 2026-000774 lists the Record on Appeal as filed September 18, 2026 and provides a public file link. Continued official court-hosted availability therefore remains a present condition, not merely a historical concern. See South Carolina Court of Appeals Public Docket, Appellate Case No. 2026-000774 (accessed Sept. 22, 2026).

II. GOVERNING APPELLATE PRIVACY AND SEALING STANDARD

Rule 240, SCACR, governs motions filed in the appellate courts and requires a written motion, a supporting memorandum with citation of authorities, and proof of service. Rule 267, SCACR, governs form and signature.

The Supreme Court's April 15, 2014 Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings specifically governs documents filed in the Supreme Court and Court of Appeals. The Order recognizes the presumption of public access but also the privacy risks created by electronic access. It directs parties to avoid prohibited personal identifiers and states that a party seeking to seal material beyond the enumerated identifiers must file a motion to seal in the appellate court. Until that motion is ruled upon, the appellate clerk is directed to treat the material as if sealed.

The 2014 Order also cautions parties regarding other sensitive personal data, including individual financial information, information concerning cooperation with government, and information regarding the victim of criminal activity. The Order expressly requires satisfaction of the standard established in *Ex parte Capital U-Drive-It, Inc.* and *Davis v. Jennings*, 304 S.C. 502, 405 S.E.2d 601 (1991). *Capital U-Drive-It*, in turn, requires specific factual findings, places

the burden on the party seeking secrecy, and directs courts to consider the seven factors codified in Rule 41.1(b), SCRCP.

Rule 416, Rule 21, SCACR, separately provides that Fee Disputes Board proceedings are confidential, while allowing necessary use when a party resorts to a court of record to appeal or enforce the Board's final decision. Appellant does not contend that Rule 21 itself automatically seals material used in court. Rather, Rule 21 confirms that the material originated in a confidential process and directly supports the reasonable expectation-of-confidentiality factor under Rule 41.1(b)(3).

III. APPELLANT CARRIES AND MEETS THE BURDEN UNDER CAPITAL U-DRIVE-IT AND RULE 41.1

Appellant recognizes that she bears the burden of showing that the private interests supporting protection outweigh the presumption of public access. She meets that burden because the request is passage-specific, leaves the legal holdings and core fee/refund analysis open, and addresses each Rule 41.1(b) factor as follows:

Factor 1 - Fair trial or hearing. The appeal can be decided fully and fairly without public dissemination of collateral criminal, private-financial, law-enforcement, disciplinary, and character narrative. The Court and parties will retain the complete unredacted Record, so the requested public-facing redactions do not impair merits review.

Factor 2 - Witness cooperation. This factor is largely neutral because the lower-court proceedings reflected in the Record are complete and this motion does not seek to restrict witness access or testimony. Nothing in the requested relief interferes with any witness or evidentiary function.

Factor 3 - Reliance on expectations of confidentiality. This factor favors protection. The challenged Fee Disputes Board material originated in a proceeding that Rule 416, Rule 21

declares confidential except as necessary for appeal or enforcement. The Record also contains the Bar's own request that the public record be replaced because it contained sensitive information concerning Appellant. (R. p. 30).

Factor 4 - Public or professional significance. The appeal has legitimate public and professional significance as to the legal questions presented, and Appellant preserves that interest. The proposed public file will continue to disclose the existence of the litigation, the operative rulings, the Rule 1.5/refund analysis, the sanctions issues, and the Court's reasoning. The collateral personal narratives targeted here add little or nothing to public understanding of those legal issues.

Factor 5 - Perceived harm from disclosure. This factor strongly favors limited protection. The targeted passages attribute collateral criminal, financial, law-enforcement, and personal allegations to Appellant and make those allegations available through an electronically accessible appellate file, even though the exact details are unnecessary to understand the fee/refund analysis or the issues presented for review. Appellant's supporting Affidavit confirms that she previously discovered unredacted court material online and raised the problem in court, and that continued official hosting creates an ongoing risk of copying, indexing, caching, and redistribution that she cannot later reverse. The Court of Appeals' public docket for Appellate Case No. 2026-000774 presently lists the Record on Appeal as a filed public record. The requested redactions remove only the collateral details identified in Exhibit A; they do not conceal the litigation, rulings, parties' positions, core fee/refund evidence, Rule 1.5 analysis, sanctions issues, or any material necessary to evaluate the appeal. The concrete prospective harm from continued official dissemination therefore outweighs the marginal public value of the targeted details.

Factor 6 - Availability of alternatives to sealing. This factor strongly favors the requested relief because Appellant has selected the least restrictive effective alternative. Appellant seeks passage-specific redaction rather than wholesale sealing and will provide party-prepared proposed public replacement pages showing the requested redactions. The complete unredacted pages will remain available to the Court and the parties. Limited page-level sealing is requested only as a fallback if the Court determines that a particular page cannot safely or practicably be redacted without revealing the protected narrative. This approach preserves the maximum possible public access while protecting only the information for which Appellant has demonstrated a need for confidentiality.

Factor 7 - Public interest. The public interest is best served by maintaining open access to the legal issues, operative rulings, Rule 1.5 analysis, refund evidence, sanctions issues, and procedural history while withholding only collateral sensitive material unnecessary to evaluate those matters. The requested relief therefore preserves the informative value of the public file rather than closing it.

On balance, the Rule 41.1(b) factors favor the narrowly limited relief requested. The fair-hearing and witness-cooperation factors are neutral or minimally implicated because the complete unredacted Record will remain available to the Court and the parties. The confidentiality, perceived-harm, availability-of-alternatives, and public-interest factors materially favor protection. The public and professional significance of the appeal will remain fully accessible because the proposed public file preserves the legal issues, operative rulings, fee/refund evidence, Rule 1.5 analysis, sanctions issues, and the Court's reasoning.

Additional Capital U-Drive-It considerations also favor targeted redaction.

First, the litigants are private persons, not public officials, and the challenged collateral details concern private criminal, financial, disciplinary, and personal matters rather than the conduct of public office. Second, the specific collateral narratives have no independent historical significance; public understanding of this appeal is preserved by leaving the operative rulings, procedural history, fee/refund facts, Rule 1.5 analysis, sanctions issues, and legal reasoning open. Third, prior public availability does not make prospective relief futile. Continued court-hosted access gives the information an official, searchable source and facilitates renewed copying and redistribution; removing only the challenged passages reduces future dissemination even though it cannot erase copies already made. Fourth, the requested treatment sustains rather than offends the fundamental interests served by public access because the public remains able to monitor the judicial process and evaluate the Court's reasoning without the unnecessary personal details.

IV. THE REQUEST IS NARROWLY TAILORED

The requested relief leaves the public able to review the existence and procedural history of the appeal, the dispositive rulings, the fee dispute, the written refund offer, the Board's award and Rule 1.5 analysis, the dismissal and sanctions issues, and the legal holdings necessary to understand the case. The motion targets only collateral Barnett-specific material that is unnecessary to understand or resolve the appellate questions.

For R. pp. 23-25, Appellant requests redaction only of the specific portions identified in Exhibit A, with the remainder of the February 25, 2026 order left publicly available. For R. pp. 155-157, Appellant requests substitution of party-prepared public redacted pages that preserve the fee, refund, representation, and Rule 1.5 material while removing only the identified collateral criminal, private-financial, law-enforcement, confidential-background, and personal-characterization material. No redaction is requested from R. p. 158.

Appellant will tender proposed public replacement pages showing the requested redactions and corresponding unredacted pages in a separately sealed attachment for the Court's review. The proposed redactions will preserve the existing Record pagination and all nonprotected material. The complete unredacted Record will remain available to the Court and the parties and will continue to constitute the Record considered on appeal.

If the Court determines that passage-specific redaction of a particular page is impracticable or would reveal the protected material through context, Appellant alternatively requests limited sealing only of that page. This fallback relief is substantially narrower than sealing the entire document, Record, or appellate proceeding and does not alter the evidentiary substance of the settled Record.

V. REQUEST FOR INTERIM TREATMENT PENDING RULING

Order No. 2014-04-15-02 provides that when a party files an appellate motion seeking to seal material beyond the specifically enumerated personal identifiers, the appellate clerk shall treat the material as sealed until the motion is decided. Appellant therefore respectfully requests that, pending disposition of this motion, the Clerk treat R. pp. 23-25 and 155-157 as sealed from public access while preserving access for the Court and the parties. Appellant further requests that the party-prepared proposed public replacement pages be substituted promptly if the Court grants targeted redaction.

VI. RELIEF REQUESTED

WHEREFORE, Appellant respectfully requests that the Court:

1. Grant targeted public redaction of the specific passages identified in Exhibit A and shown on Appellant's party-prepared proposed public replacement pages;

2. Direct that the proposed redacted pages be substituted for R. pp. 23-25 and 155-157 in the public-facing Record on Appeal while preserving the corresponding complete unredacted pages under seal for access by the Court and the parties;
3. Alternatively, if the Court determines that safe passage-specific redaction cannot reasonably be accomplished for a particular page, place only that page under limited seal;
4. Pending disposition of this motion, treat R. pp. 23-25 and 155-157 as sealed from public access consistent with Order No. 2014-04-15-02;
5. Leave R. p. 158 and every other portion of the appellate file open to the public except for information independently subject to mandatory redaction;
6. Confirm that the requested public-access treatment does not alter the settled Record on Appeal or remove any material from the Court's consideration; and
7. Grant such other narrowly tailored relief as the Court deems appropriate to prevent unnecessary public dissemination of the identified confidential material while preserving meaningful public access to the appeal.

Respectfully submitted



s/ Brandi N. Barnett

Brandi N. Barnett, Pro Se Appellant

654 Bellamy Ave, Unit 74

Murrells Inlet, SC 29576

Phone: (347) 927-9070

Email: bbarnett3@gmail.com

Dated: September 22, 2026

MEMORANDUM IN SUPPORT

A. Rule 240 permits the requested appellate relief.

Rule 240(c), SCACR, requires that an appellate motion state its grounds, include a memorandum with citation of authorities, and include proof of service. The motion is based entirely on material already contained in the Record on Appeal. The requested relief concerns only the public-access treatment of that material; it does not seek supplementation, deletion, or alteration of the evidentiary Record.

B. The Supreme Court has adopted an appellate-specific privacy framework.

In Order No. 2014-04-15-02, the Supreme Court addressed privacy in filings made in the Supreme Court and Court of Appeals. The Order requires redaction of specified identifiers and, for other sensitive information, directs a party to seek sealing from the appellate court where the matter is pending. It further states that pending the appellate court's ruling, the clerk shall treat the material as sealed. The Order specifically warns about unnecessary inclusion of individual financial information, government-cooperation information, and information concerning victims of criminal activity.

C. Capital U-Drive-It and Rule 41.1 supply the governing balancing factors and place the burden on Appellant.

Ex parte Capital U-Drive-It, Inc., 369 S.C. 1, 630 S.E.2d 464 (2006), holds that a court deciding whether to seal or unseal judicial records must make specific factual findings that weigh the need for secrecy against the right of access. It further places the burden on the party seeking protection and expressly directs consideration of the seven Rule 41.1(b), SCRCF factors. Davis v. Jennings,

304 S.C. 502, 405 S.E.2d 601 (1991), likewise requires specific on-the-record findings rather than generalized confidentiality assertions. Appellant does not rely on generalized privacy alone. The motion identifies exact Record pages and exact passages, explains the concrete privacy/reputational harm, preserves the public significance of the appeal, and chooses targeted redaction over sealing wherever feasible. The factor-by-factor showing in Section III supplies a record on which the Court can make the findings required by Capital U-Drive-It.

D. The Record itself documents the privacy problem and prior request for correction.

The South Carolina Bar's July 29, 2025 letter requested replacement of the public record because it contained sensitive information related to Appellant. (R. p. 30). Appellant then expressly raised the continuing online exposure at the February 4, 2026 hearing and asked that harmful banking and personal information be redacted. (R. p. 198). These Record facts support a narrowly tailored public-access remedy without requiring the Court to rely on material outside the settled Record.

E. Rule 416, Rule 21 supports the expectation-of-confidentiality factor but does not displace judicial review.

Rule 416, Rule 21, SCACR, provides that Fee Disputes Board proceedings are confidential while recognizing that compliance with the rules governing appeal or enforcement does not violate that confidentiality. Appellant therefore does not contend that Rule 21 independently requires blanket sealing of material properly used in an appellate proceeding. Its relevance is narrower: the targeted material originated in a process formally designated confidential, supporting the reasonable-expectation-of-confidentiality factor under Rule 41.1(b)(3), SCRCP. The ultimate treatment of that material in the public appellate file remains governed by Order No. 2014-04-15-02, Ex parte Capital U-Drive-It, Inc., and the specific balancing required under Rule 41.1.

F. Party-prepared targeted redaction is superior to wholesale sealing.

The proposed public replacement pages preserve the legal holdings, procedural history, core fee/refund facts, Rule 1.5 analysis, and other material necessary to understand the appeal. They remove only the collateral passages specifically identified in Exhibit A. Appellant will provide both the proposed public redacted pages and corresponding unredacted pages for the Court's review, thereby allowing the Court to evaluate the precise scope of each requested redaction without requiring the Clerk to identify or create the redactions. Because targeted redaction is a less restrictive alternative, Appellant requests page-level sealing only as a fallback if the Court determines that a particular page cannot be safely redacted. The complete unredacted pages will remain available to the Court and the parties, and no material will be removed from the Record considered on appeal.

G. The additional Capital U-Drive-It considerations independently support prospective targeted redaction.

Capital U-Drive-It recognizes that a court may also consider the private or public status of the litigants, the historical significance of the information, whether the public already has access, and whether the result preserves the fundamental interests of public access. Those considerations favor the requested narrow relief here. Appellant is a private litigant; the collateral personal narratives have no historical significance; prior electronic exposure does not eliminate the effectiveness of prospective redaction because continued official access enhances searchability, copying, and redistribution; and the public-access values of oversight and understanding remain fully protected because the legal rulings, fee/refund evidence, Rule 1.5 analysis, sanctions issues, and Court reasoning remain public. See *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 630 S.E.2d 464 (2006).

For these reasons, Appellant respectfully submits that she has carried her burden under Order No. 2014-04-15-02, Ex parte Capital U-Drive-It, Inc., and Rule 41.1, SCRCP. The requested relief is limited to identified collateral passages, preserves the complete unredacted Record for the Court and the parties, and leaves the legal issues, operative rulings, and core fee/refund material publicly accessible. Appellant therefore respectfully requests the targeted redaction, alternative limited sealing, and interim treatment specified in the motion and Exhibit A.

EXHIBIT A
BARNETT-SPECIFIC TARGETED-REDACTION AND LIMITED-SEALING
SCHEDULE

The controlling citations below refer to the right-margin pagination of the Record on Appeal.

The requested relief concerns public access only. The complete unredacted pages will remain available to the Court and the parties, and the proposed public replacement pages will preserve the existing Record pagination and all nonprotected material.

Item 1

Record location: R. p. 23 - Feb. 25, 2026 order in 2025-CP-40-04675, Finding 2

Neutral public description / specific harm: Finding 2 identifies the general nature of the representation and then lists individual criminal allegations or charges attributed to Appellant. The precise charge list is collateral to the legal issues in this appeal and its continued official dissemination creates avoidable reputational harm without materially advancing public understanding.

Least restrictive treatment: Preserve the finding number, preserve that the representation involved criminal matters, and replace only the charge-list detail with a neutral redaction notation. Leave the remainder of the order public.

Item 2

Record location: R. p. 24 - Finding 5

Neutral public description / specific harm: Finding 5 contains relevant retainer-scope information but also a detailed third-party payment narrative, asserted law-enforcement interest, and collateral nonparty allegations. The fee scope remains relevant; the exact financial amount and law-enforcement narrative are not necessary to evaluate the fee/refund issues and create disproportionate privacy and reputational harm.

Least restrictive treatment: Preserve Finding 5's number, the statement that Appellant retained Respondent for criminal matters and an expungement, and the surrounding procedural context. Redact only the detailed private-financial, law-enforcement, and collateral nonparty narrative.

Item 3

Record location: R. p. 24 - Finding 7

Neutral public description / specific harm: Finding 7 establishes that Respondent and Mr. Truluck spoke with Appellant about pending matters and a possible malpractice referral. A separate sentence repeats alleged law-enforcement interest and a large private payment. That exact detail adds little to the referral/confidentiality issue while increasing privacy harm.

Least restrictive treatment: Preserve Finding 7's number, the conference-call/referral context, and Appellant's stated desire for privacy. Redact only the sentence describing asserted law-enforcement interest and the private payment.

Item 4

Record location: R. p. 25 - Finding 12

Neutral public description / specific harm: Finding 12 explains that Appellant objected to Respondent's disclosure of background information during the referral. The finding then specifies private financial detail and an asserted repayment obligation involving a nonparty. The general disclosure issue remains relevant; the exact financial detail is unnecessary and sensitive.

Least restrictive treatment: Preserve Finding 12's number and the general statement that Appellant objected to disclosure of background information. Redact only the specific private-financial and alleged repayment detail.

Item 5

Record location: R. p. 25 - Finding 13

Neutral public description / specific harm: Finding 13 contains a personal characterization of Appellant tied to the same private-payment narrative. The characterization is not necessary to understand the court's legal holdings, fee calculation, or Rule 1.5 analysis and poses direct reputational harm.

Least restrictive treatment: Preserve the finding number and substitute a neutral notation that collateral personal and financial narrative has been redacted from the public copy. Preserve the complete finding in Sealed Exhibit B.

Item 6

Record location: R. p. 155 - June 3, 2025 assigned-member report, p. 1 of 4

Neutral public description / specific harm: The page contains the assigned member's procedural introduction and relevant description of the inquiry, followed by references to disciplinary submissions, a challenged consent-order document, private communications, fire-related personal circumstances, and the beginning of a charge-specific background narrative. The investigator's process and general complexity of the representation remain relevant; the disciplinary and personal details are not needed to evaluate fee reasonableness.

Least restrictive treatment: Preserve the date, sender, recipient, claim identification, assigned-member role, procedural introduction, general inquiry, and the general criminal-representation context. Redact only the paragraph describing disciplinary submissions, unrelated/private

supporting materials, private communications, and fire-related personal circumstances. The substantive Rule 1.5 and refund analysis remains public on R. pp. 157-158.

Item 7

Record location: R. p. 156 - assigned-member report, p. 2 of 4

Neutral public description / specific harm: This page contains both relevant fee facts and collateral personal details. Relevant material includes the \$12,000 quoted fee, \$8,000 paid, criminal-representation scope, termination chronology, referral context, and written \$4,000 refund offer. Collateral material includes the specific charge list, former residential location, detailed third-party payment amount, asserted law-enforcement interest, and specific private-financial allegations.

Least restrictive treatment: Preserve the quoted fee, amount paid, criminal-representation scope, referral/termination chronology, Appellant's stated desire for privacy, and the written \$4,000 refund offer. Redact only the specific charge list, former residential-location detail, detailed third-party payment narrative, asserted law-enforcement interest, and specific private-financial/repayment allegations.

Item 8

Record location: R. p. 157 - assigned-member report, p. 3 of 4

Neutral public description / specific harm: The opening paragraph contains a collateral personal characterization and repeats the private-payment narrative. The remainder of the page sets out Rule 1.5(a) and Rule 1.5(f), which are directly relevant to the fee dispute.

Least restrictive treatment: Redact only the opening collateral personal/financial paragraph.

Preserve the 'Applicable Standard' heading and all Rule 1.5 text in full.

Item 9

Record location: R. p. 158 - assigned-member report, p. 4 of 4

Neutral public description / specific harm: Core fee-reasonableness, hours, refund-calculation, and Rule 1.5(f) material. No protection requested.

Least restrictive treatment: No redaction requested. Keep R. p. 158 public in full.

Express exclusions from this motion: Appellant does not ask the Court to redact R. p. 30 (the South Carolina Bar public-record replacement letter), R. p. 31 (the written \$4,000 refund offer), R. p. 158 (the core Rule 1.5/refund analysis), R. p. 198 (the transcript preservation of the redaction request), or the Court's dispositive legal holdings. Appellant also does not ask this motion to alter the settled Record on Appeal.

AFFIDAVIT OF BRANDI N. BARNETT IN SUPPORT OF MOTION

STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

I, Brandi N. Barnett, being first duly sworn, state from personal knowledge as follows:

1. I am the Appellant in Appellate Case No. 2026-000774 and the person whose information is the subject of the requested targeted redactions.
2. During the lower-court proceedings, I personally discovered unredacted court material available online that contained banking, personal, and social-security-related information concerning me. I raised that problem on the record at the February 4, 2026 hearing and asked that the harmful information be redacted. (R. p. 198).
3. The South Carolina Bar thereafter transmitted a written request asking that the public record be replaced because it contained sensitive information related to me. (R. p. 30).
4. I remain concerned about continued official electronic dissemination of collateral criminal, private-financial, law-enforcement, disciplinary, and personal-characterization material

concerning me. Electronic court records can be copied, downloaded, indexed, cached, forwarded, and redistributed. Once a third party obtains a copy, I cannot control or recall that copy.

5. My concern is not limited to embarrassment. The challenged material combines personal allegations with financial and law-enforcement narrative in an official court-hosted source, creating ongoing privacy and reputational risk that is increased by continued public electronic availability.

6. I am not asking the Court to hide the existence of this litigation, the rulings under review, the fee arrangement, the refund offer, the Board award, the Rule 1.5 analysis, the sanctions issues, or the legal reasoning. I ask only that the narrow passages identified in Exhibit A be removed from the public-facing copy while the complete unredacted Record remains available to the Court and the parties.

7. Prospective redaction remains meaningful even though some information has previously been public because it reduces continued official hosting, searchability, and future copying from the Court's own public file.

Further affiant sayeth not.

Brandi N. Barnett

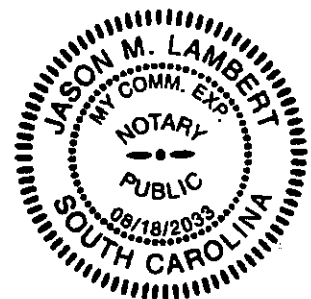
Brandi N. Barnett

Sworn to and subscribed before me this 22 day of September, 2026.

[Signature]

Notary Public for South Carolina

My Commission Expires: AUGUST 18, 2033



CERTIFICATE OF SERVICE

I certify that on September 22, 2026, I served a true and correct copy of the following documents upon counsel of record for Respondent:

1. Appellant Brandi N. Barnett's Motion for Targeted Redaction and Limited Sealing of Barnett-Specific Confidential Information and Request for Interim Sealed Treatment;
2. Memorandum in Support;
3. Public Exhibit A, Targeted-Redaction and Limited-Sealing Schedule;
- 4. Appellant's Affidavit in Support of the Motion;**
- 5. Sealed Exhibit B, containing the corresponding unredacted pages;**
6. Public Exhibit C, containing the proposed public redacted replacement pages; and
7. Proposed Order Granting Targeted Redaction and Limited Sealing.

Service was made by depositing a copy in the United States Mail, first-class postage prepaid, addressed as follows:

Douglas W. MacKelcan, Esq.

Taylor L. Cary, Esq.

Copeland, Stair, Valz & Lovell, LLP

40 Calhoun Street, Suite 400

Charleston, SC 29401

I also transmitted a courtesy copy of the public filing materials by electronic mail to:

dmackelcan@csvg.law

tcary@csvg.law

s/ Brandi N. Barnett

Brandi N. Barnett, Pro Se Appellant

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals
APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Daniel Coble, Circuit Court Judge
Case No. 2025-CP-40-06986
Appellate Case No. 2026-000774

SEALED EXHIBIT B

**CONFIDENTIAL INFORMATION SUBMITTED TO THE COURT IN CONNECTION WITH
APPELLANT'S MOTION FOR TARGETED REDACTION AND LIMITED SEALING**

This sealed exhibit contains complete unredacted copies of R. pp. 23-25 and 155-157 for the Court's review.

Appellant requests that these materials remain unavailable to the public pending disposition of the motion and, if relief is granted, remain under seal while access is preserved for the Court and the parties.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Brandi Barnett,

Claimant-Appellant,

vs.

Luke A. Shealey, Esq.,

Respondent.

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)

) CASE NO.: 2025-CP-40-04675
) Fee Dispute Board Claim No.: 2025JAN08
)

) **ORDER DISMISSING APPELLANT'S**
) **NOTICE OF APPEAL**
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THIS MATTER comes before the Court on the Notice of Appeal filed by Appellant Brandi Barnett ("Appellant") seeking to vacate the final decision of the Resolution of Fee Disputes Board of the South Carolina Bar (the "Fee Disputes Board"), dated June 5, 2025. After carefully considering the applicable legal authority and arguments of Respondent's counsel and *pro se* Appellant, Appellant's appeal is hereby DISMISSED. Therefore, the Notice of Appeal is DISMISSED and the Fee Disputes Board's final decision, dated June 5, 2025 is AFFIRMED. In support of this Order, the undersigned finds and concludes as follows:

FINDINGS OF FACT AND PROCEDURAL HISTORY

1. Appellant's appeal arose out of Respondent's representation of her in various criminal matters.
2. Appellant had multiple charges pending in both General Sessions and in the Magistrates' Court in Georgetown County for failure to stop for a blue light, throwing bodily fluids, resisting arrest, and two (2) counts of assault and battery in the third (3rd) degree.
3. Appellant initially contacted Respondent about a possible legal malpractice case against Marvin Pendarvis who had settled a civil case of hers without her knowledge or consent. Respondent informed Appellant that he is primarily a criminal attorney and does not handle malpractice cases but that his firm's Of Counsel attorney, Chris Truluck, does. Respondent

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.

MCMAHAN LAW, LLC

June 3, 2025

Exhibit 3

VIA EMAIL

pmeding@bellsouth.net

Paul A. Meding, Esquire

Chair, 5th Circuit Fee Dispute Resolution Board

Re: Fee dispute between Brandi N. Barnett and Luke A. Shealey
Claim No.: #2025JAN08
McLaw File No.: 00702

Dear Paul:

Pursuant to SCACR 416 (Rule 11, Investigation by Assigned Member), please allow this letter to serve as the assigned member's report to the Chair regarding the above-referenced fee dispute matter filed by Brandi N. Barnett. I have reviewed the Application for Resolution of Disputed Fee, I spoke to Mr. Shealey, Ms. Barnett, as well as Chris Truluck, Esquire and Seth Rose, Esquire. (Mr. Rose took over Ms. Barnett's criminal cases after Mr. Shealey. My questioning was limited to the amount of time he had expended handling her case, as well as the complexity of her criminal matters.)

I gave both Mr. Shealy and Ms. Barnett an opportunity to submit documentation to me. Mr. Shealey provided me with Ms. Barnett's ODC complaint as well as his response to that ODC complaint and his time sheet of hours worked on her case. His ODC response included his representation agreement, a copy of the consent order substituting counsel (that was not signed by a Circuit Court judge and refused to be sign by the judge because of a comment Ms. Barnett wrote under her signature on the consent order), various other documents not related to the fee dispute at hand, as well as text and email messages between himself, Ms. Barnett, and Mr. Truluck. Ms. Barnett let me know she included what she had in her application since most of her physical documents were destroyed in a fire.

Factual & Procedural Background

This matter arises out of Mr. Shealey's representation of Ms. Barnett in some criminal matters. She had multiple charges pending in both General Sessions and in the magistrate's court in Georgetown County. She had initially contacted Mr. Shealey to inquire about a possible malpractice case against Marvin Pendarvis who had settled a civil case of hers without her knowledge. Mr. Shealey let Ms. Barnett know he is primarily a criminal attorney and doesn't handle malpractice cases but that his firm's of Counsel attorney, Chris Truluck, does. She then indicated that she had charges pending in Georgetown County General Sessions and magistrate court for

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Letter to Paul A. Meding, Esquire

June 8, 2025

Fee dispute between Barnett and Shealey

failure to stop for a blue light, throwing bodily fluids, resisting arrest, and two counts of assault and battery, 3rd degree. Mr. Shealey let her know he would be able to handle all her criminal matters but to consult with Bland and Ritcher (who was also suing Marvin Pendarvis) or if she wasn't comfortable with them, to contact Chris Truluck about the malpractice claim and other civil matters that were pending. Mr. Shealy quoted her \$12,000 for his representation on her criminal matters, with \$8,000 due upfront. Ms. Barnett called back a few days later to retain Mr. Shealey. She noted that while her charges were in Georgetown County, she actually lives in Washington, DC now. She came down in person to hire Mr. Shealy and also brought documents related to her case again Marvin Pendarvis. She did retain Mr. Shealey for the criminal matters only and also for an expungement of a prior conviction for unlawful use of 911. To date, she paid Mr. Shealey \$8,000 of the \$12,000 fee agreement.

When she met with Mr. Shealy, she brought along with her recordings of conversations that she had with Marvin Pendarvis and a copy of a contract he signed where Pendarvis agreed to pay Ms. Barnett \$600,000 for settling her civil case without her knowledge. Mr. Shealy did let Ms. Barnett know that law enforcement would be interested in her recordings as well as the contract for the \$600,000 and information as to what happened with that \$600,000 because it was likely misappropriated funds from Pendarvis's other clients. Ms. Barnett was not happy with Mr. Shealey when he told her this, but Mr. Shealey again noted that if his firm were to take on such a malpractice case, that Mr. Truluck would have to be involved. According to Mr. Shealey, he explicitly stated that he was going to have share this information with Mr. Truluck to assess the merits of the malpractice case and to determine if Mr. Shealey's law firm was even interested in handling such a case.

Later on, both Mr. Shealey and Mr. Truluck spoke to Ms. Barnett on a conference call about her pending civil matters that urgently needed responses as well as discussing whether or not Mr. Shealey's firm was willing to take on the malpractice case. As part of the call, they again noted to her that law enforcement was going to want to speak to her and she would have to reveal the large payment Pendarvis made to her. At this point, she told Mr. Shealey and Mr. Truluck she wanted to keep the issue between her and Pendarvis private. At some point later, she emailed Mr. Shealey with some questions about her criminal case and then after that, emailed them both to say she was terminating their representation. It was at this point Mr. Shealey offered to return \$4,000 of the \$8,000 paid towards the retainer. She never responded to his refund offer other than to say reimbursement "will be determined."

According to Ms. Barnett, her main issue with Mr. Shealey seems to be that when referring her to Mr. Truluck, Mr. Shealey disclosed background information to him that included information related to her finances. (She had gotten that money from Marvin Pendarvis and both Mr. Shealy and Mr. Truluck had expressed concerns to her that she may have to pay that back.) Because she ended the representation shortly after she hired him, she felt like he didn't do enough work to justify the fee

Letter to Paul A. Meding, Esquire

June 8, 2026

Fee dispute between Barnett and Shealey

payment. While she was incredibly pleasant to me on the phone, she was very suspicious and angry when talking to my staff. Her behavior towards my staff seems to be consistent with her paranoid and suspicious behavior she exhibited towards Mr. Shealey and Mr. Truluck once they reiterated she was going to need to account for the \$600,000 payment from Pendarvis.

Applicable Standard

Rule 1.5 of the South Carolina Rules of Professional Conduct states in relevant part:

(a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

...

(f) A lawyer may charge an advance fee, which may be paid in whole or in part in advance of the lawyer providing those services, and treat the fee as immediately earned if the lawyer and client agree in advance in a written fee agreement which notifies the client:

- (1) of the nature of the fee arrangement and the scope of the services to be provided;
- (2) of the total amount of the fee and the terms of payment;
- (3) that the fee will not be held in a trust account until earned;
- (4) that the client has the right to terminate the lawyer-client relationship and discharge the lawyer; and
- (5) that the client may be entitled to a refund of all or a portion of the fee if the agreed-upon legal services are not provided.

Emphasis added.

Email: bbarnett3@gmail.com

Dated: September 22, 2026

EXHIBIT C

PROPOSED PUBLIC REDACTED REPLACEMENT PAGES

This exhibit contains Appellant's proposed public redacted replacements for R. pp. 23-25 and 155-157. The proposed pages preserve the original Record pagination and all material not specifically identified for protection in Exhibit A.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Brandi Barnett,

Claimant-Appellant,

vs.

Luke A. Shealey, Esq.,

Respondent.

) IN THE COURT OF COMMON PLEAS
) FIFTH JUDICIAL CIRCUIT
)

) CASE NO.: 2025-CP-40-04675
) Fee Dispute Board Claim No.: 2025JAN08
)

) **ORDER DISMISSING APPELLANT'S**
) **NOTICE OF APPEAL**
)
)
)
)
)
)

THIS MATTER comes before the Court on the Notice of Appeal filed by Appellant Brandi Barnett ("Appellant") seeking to vacate the final decision of the Resolution of Fee Disputes Board of the South Carolina Bar (the "Fee Disputes Board"), dated June 5, 2025. After carefully considering the applicable legal authority and arguments of Respondent's counsel and *pro se* Appellant, Appellant's appeal is hereby DISMISSED. Therefore, the Notice of Appeal is DISMISSED and the Fee Disputes Board's final decision, dated June 5, 2025 is AFFIRMED. In support of this Order, the undersigned finds and concludes as follows:

FINDINGS OF FACT AND PROCEDURAL HISTORY

1. Appellant's appeal arose out of Respondent's representation of her in various criminal matters.

2. Appellant had multiple charges pending in both General Sessions and in the Magistrates' Court in Georgetown County. [Specific charge-list narrative redacted.]

3. Appellant initially contacted Respondent about a possible legal malpractice case against Marvin Pendarvis who had settled a civil case of hers without her knowledge or consent. Respondent informed Appellant that he is primarily a criminal attorney and does not handle malpractice cases but that his firm's Of Counsel attorney, Chris Truluck, does. Respondent

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. [Private-financial, law-enforcement, and collateral nonparty narrative redacted.]

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 and whether Respondent's firm would take on the malpractice case. [Law-enforcement and private-payment narrative redacted.] Appellant stated she wanted the issue kept 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 objected to Respondent's disclosure of background information during the referral. [Specific private-financial and alleged repayment detail redacted.]

13. [Collateral personal and financial narrative redacted from the public copy.]

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.

MCMAHAN LAW, LLC

June 3, 2025

Exhibit 3

VIA EMAIL

pmeding@bellsouth.net

Paul A. Meding, Esquire

Chair, 5th Circuit Fee Dispute Resolution Board

Re: Fee dispute between Brandi N. Barnett and Luke A. Shealey
 Claim No.: #2025JAN08
 McLaw File No.: 00702

Dear Paul:

Pursuant to SCACR 416 (Rule 11, Investigation by Assigned Member), please allow this letter to serve as the assigned member's report to the Chair regarding the above-referenced fee dispute matter filed by Brandi N. Barnett. I have reviewed the Application for Resolution of Disputed Fee, I spoke to Mr. Shealey, Ms. Barnett, as well as Chris Truluck, Esquire and Seth Rose, Esquire. (Mr. Rose took over Ms. Barnett's criminal cases after Mr. Shealey. My questioning was limited to the amount of time he had expended handling her case, as well as the complexity of her criminal matters.)

[Details of disciplinary submissions, unrelated/private supporting materials, private communications, and fire-related personal circumstances redacted. The assigned member's general inquiry and fee analysis remain public.]

Factual & Procedural Background

This matter arises out of Mr. Shealey's representation of Ms. Barnett in some criminal matters. She had multiple charges pending in both General Sessions and in the magistrate's court in Georgetown County. She had initially contacted Mr. Shealey to inquire about a possible malpractice case against Marvin Pendarvis who had settled a civil case of hers without her knowledge. Mr. Shealey let Ms. Barnett know he is primarily a criminal attorney and doesn't handle malpractice cases but that his firm's of Counsel attorney, Chris Truluck, does. She then indicated that she had charges pending in Georgetown County General Sessions and magistrate court for

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Letter to Paul A. Meding, Esquire

June 8, 2025

Fee dispute between Barnett and Shealey

[Specific charge list redacted.]

of assault and battery, 3rd degree. Mr. Shealey let her know he would be able to handle all her criminal matters but to consult with Bland and Ritcher (who was also suing Marvin Pendarvis) or if she wasn't comfortable with them, to contact Chris Truluck about the malpractice claim and other civil matters that were pending. Mr. Shealey quoted her \$12,000 for his representation on her criminal matters, with \$8,000 due upfront. Ms. Barnett called back.

[Former residential-location detail redacted.]

that while her charges were in Ge DC now. She came down in person to see Mr. Shealey and also brought documents related to her case again Marvin Pendarvis. She did retain Mr. Shealey for the

criminal matters and an expungement matter. To date, she paid Mr. Shealey \$8,000 of the \$12,000 fee agreement.

[Detailed private-payment amount and asserted law-enforcement narrative redacted.] Mr. Shealey again noted that if his firm were to take on such a malpractice case, Mr. Truluck would have to be involved, and the report states he intended to share information with Mr. Truluck to assess the possible referral.

determine if Mr. Shealey's law firm was even interested in handling such a case.

Later on, both Mr. Shealey and Mr. Truluck spoke to Ms. Barnett on a conference call about her pending civil matters that urgently needed responses as well as discussing whether or not Mr. Shealey's firm was willing to take on the malpractice case. As part

[Asserted law-enforcement and private-payment detail redacted. Appellant stated she wanted the issue kept private.]

questions about her criminal case and then after that, emailed them both to say she was terminating their representation. It was at this point Mr. Shealey offered to return \$4,000 of the \$8,000 paid towards the retainer. She never responded to his refund offer other than to say reimbursement "will be determined."

According to Ms. Barnett, her main issue with Mr. Shealey seems to be that when referring her to Mr. Truluck, Mr. Shealey disclosed background information to him

[Specific private-financial and alleged repayment detail redacted.]

her that she may have to pay that back, because she ended the representation. Shortly after she hired him, she felt like he didn't do enough work to justify the fee

[Collateral personal characterization and repeated private-payment narrative redacted.]

Applicable Standard

Rule 1.5 of the South Carolina Rules of Professional Conduct states in relevant part:

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- (4) that the client has the right to terminate the lawyer-client relationship and discharge the lawyer; and
- (5) that the client may be entitled to a refund of all or a portion of the fee if the agreed-upon legal services are not provided.

Emphasis added.

Brandi Breaux
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Unit 70
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