

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.

RECEIVED

OCT 05 2026

SC Court of Appeals

**APPELLANT BRANDI N. BARNETT'S AMENDED AND CORRECTED MOTION FOR
TARGETED REDACTION AND LIMITED SEALING, REQUEST FOR INTERIM
TREATMENT, AND MOTION FOR ORAL ARGUMENT ON THE MERITS**

Administrative note. This filing supersedes Appellant's earlier redaction motion. It cures the proof-of-service issue, states the public-access request more plainly, and adds a request for oral argument. It does not amend the settled Record on Appeal or add a new merits issue.

IN PLAIN TERMS

This motion asks for one small public-access remedy and one separate scheduling remedy. First, hide only the identified private side details from the public-facing appellate copy while the Court and the parties keep the complete unredacted Record. Second, place the merits appeal on the oral-argument calendar because three different legal questions were treated together below. **The Court may grant either request without granting the other.**

The privacy point is also simple: the public narrative mixes accusations, dismissed charges, and disputed financial claims in a way Appellant says creates a false criminal impression. Some accusations repeated about Appellant never resulted in any criminal charge against her. The charges that were actually filed were dismissed and resulted in no convictions. The related civil action arising from the same law-enforcement encounter later resolved by monetary settlement. Appellant also states that certain financial amounts repeated in the public narrative were fabricated or materially inaccurate. She asks only that those unnecessary details be removed from the public-facing copy while the judges and parties retain the full Record.

RELIEF REQUESTED

1. Keep the complete, unredacted Record available to the Court and the parties.
2. For the public-facing copy only, redact the passages identified in Exhibit A from R. pp. 23-25 and 155-157, using the proposed public replacement pages in Exhibit C.
3. Pending a ruling, treat the unredacted pages submitted as Sealed Exhibit B as sealed, consistent with Order No. 2014-04-15-02.
4. If the Court determines focused argument would aid resolution, place the merits appeal on the oral-argument calendar under Rule 215, SCACR.

I. RECORD FACTS SUPPORTING NARROW PUBLIC-ACCESS RELIEF

1. The settled Record contains the South Carolina Bar Fee Disputes Coordinator's July 29, 2025 letter asking the Richland County Clerk to replace the public file because it contained sensitive information concerning Appellant. R. p. 30. This is objective confirmation that the privacy problem was not identified by Appellant alone.
2. At the February 4, 2026 hearing, Appellant told the circuit court that lower-court online material contained banking, personal, and Social-Security-related information and asked for redaction. R. p. 198. **This motion does not represent that the filed appellate Record contains a full Social Security number or a full financial-account number.** R. p. 198 is cited to show that the privacy concern was raised below.
3. The appellate Record reproduces a charge list, private financial narrative, alleged law-enforcement interest, former-client information, and personal character descriptions at R. pp. 23-25 and 155-157. The core fee analysis at R. p. 158 is not targeted and remains public.
4. The challenged narrative does not cleanly separate accusation from outcome. Appellant states from personal knowledge that some accusations repeated about her never resulted in any criminal charge against her. The criminal charges that were actually filed were dismissed and resulted in no convictions. The related civil action arising from the same law-enforcement encounter later resolved by monetary settlement.
5. Appellant further states that certain financial amounts and descriptions repeated in the public narrative were fabricated or materially inaccurate. In plain terms, she disputes that the public amounts accurately state what she received, owed, or was required to return. She contends those disputed amounts were unnecessary to decide what work Respondent

performed, what fee was reasonable, or what amount should be refunded.

6. These disposition and accuracy facts are offered only to explain why the public narrative is incomplete and misleading for privacy purposes. Appellant does not ask this Court, through this motion, to retry the criminal matter, adjudicate the related civil settlement, or decide a separate damages claim.

7. Appellant states that privacy was central to the attorney-client relationship and that she objected to unnecessary discussion of her finances and sensitive Pendarvis-related information. The challenged public narrative therefore implicates former-client, individual-financial, victim-related, and alleged government-cooperation information.

8. The requested redactions do not remove the fee amount, the written refund offer, the Fee Disputes Board result, the Rule 1.5 analysis, the circuit court's legal holdings, the sanctions issues, or the parties' merits arguments.

II. GOVERNING STANDARD

Rule 240(c), SCACR, requires a written motion stating its grounds, a memorandum of authority, proof of service, and supporting affidavits or documents when facts relied upon are outside the Record. Rule 267 governs form.

The Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, Order No. 2014-04-15-02, recognizes the presumption of public access but expressly warns parties to exercise caution with other sensitive personal data, including individual financial information, information about cooperation with government, and information regarding a victim of criminal activity. The Order also provides that a party seeking protection beyond the listed identifiers must move to seal, and that until the motion is ruled on, the appellate clerk shall treat the material as if sealed.

Under *Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 630 S.E.2d 464 (2006), and *Davis v. Jennings*, 304 S.C. 502, 405 S.E.2d 601 (1991), the Court must balance public access against the demonstrated private interest and use a narrow remedy. The Rule 41.1(b), SCRPC, factors provide useful guidance for that balancing; Appellant cites them as guidance, not as a separate appellate rule.

III. WHY TARGETED REDACTION IS THE LEAST RESTRICTIVE REMEDY

1. The Court and the parties keep the full unredacted Record. Nothing is removed from merits review.
2. The public keeps the case caption, rulings, fee dispute, refund evidence, Rule 1.5 analysis, sanctions issues, and legal reasoning.
3. Only the specific side details identified in Exhibit A are targeted.
4. Prior publication does not make appellate relief meaningless. The Court of Appeals docket is a separate official source. Prospective redaction stops continued Court-hosted publication and future copying from that source without changing what the judges may review.
5. The Bar itself already identified a public-record privacy problem at R. p. 30, yet Appellant later continued to raise the issue. Targeted appellate relief addresses the appellate copy directly.
6. Redaction is narrower than sealing. Appellant asks for page-level sealing only if a specific page cannot be safely redacted.

IV. BALANCING FACTORS

1. **Fair adjudication:** Neutral. The complete Record remains available to the Court and parties.
2. **Witness cooperation:** Neutral. The lower-court proceedings are complete.
3. **Expectation of confidentiality:** Favors protection. The material arose from an attorney-client relationship and a Fee Disputes Board process; the Bar itself asked the lower-court clerk to replace the public file because it contained sensitive information. R. p. 30.
4. **Public significance:** Favors a narrow remedy. The legal rulings and issues remain public; the side details add little to public understanding.
5. **Harm from disclosure:** Favors protection. The public narrative combines accusations, individual financial information, alleged law-enforcement interest, victim-related information, and character descriptions in an official court source. Appellant states that some accusations never resulted in charges, the charges actually filed were dismissed with no convictions, the related civil action later resolved by monetary settlement, and certain financial amounts were fabricated or materially inaccurate. Leaving the accusations and disputed amounts public

without that context creates an incomplete and misleading impression.

6. **Less restrictive alternative:** Strongly favors redaction. Exhibit C proposes passage-level redaction; sealing is only a fallback.

7. **Public interest:** Favors targeted redaction because the public can fully evaluate the appeal without unnecessary personal details.

V. INTERIM TREATMENT

Appellant is submitting the complete unredacted target pages separately as Sealed Exhibit B. Under Order No. 2014-04-15-02, until the motion to seal is ruled on, the clerk of the appellate court shall treat the material as if it is sealed. Appellant therefore asks that Sealed Exhibit B remain nonpublic while this motion is pending.

VI. INDEPENDENT MOTION FOR ORAL ARGUMENT ON THE MERITS

The redaction request does not depend on the oral-argument request, and the Court may grant either one separately. Rule 215 permits submission without oral argument when argument would not aid resolution. Focused oral argument would aid resolution here because the appeal turns on three distinct lines:

1. **Claim-by-claim classification.** The dismissal order applies section 15-36-100 to the entire action. See R. pp. 10-13. Barnett's Complaint, however, alleges deception, threats, coercion, disclosure of confidential information, and fraud in forming the attorney-client relationship. See R. pp. 46-47. *Charles Blanchard Construction Corp. v. 480 King Street, LLC*, Op. No. 28312 (S.C. filed Jan. 21, 2026), holds that a deficient professional-negligence affidavit does not automatically dismiss otherwise valid non-negligence claims, while claims actually grounded in negligence remain subject to the statute. Oral argument would help the panel decide which allegations fall on which side of that line.

2. **Scope of Fee Board finality.** *Cowart v. Poore*, 337 S.C. 359, 523 S.E.2d 182 (Ct. App. 1999), bars relitigation of the same finally decided fee claim under different legal theories. Barnett does not ask the Court to recalculate the Board award. The narrower question is whether the allegations at R. pp. 46-47 are only the same fee claim or describe a distinct alleged wrong concerning inducement and confidentiality.

3. **Barnett-specific sanctions.** Paragraphs 9, 13, 14, and 15 use collective language against 'Plaintiffs.' R. pp. 13-14. Paragraph 16's prefiling restriction is specifically directed to Rubink. R. pp. 14-15. Respondent's counsel also told the circuit court the gatekeeper ground

'only applies to Mr. Rubink.' R. p. 192, ll. 1-2. Barnett appeals only for herself. Oral argument would help the panel determine what, if any, sanction finding applies to Barnett personally.

A short argument would allow the panel to ask: Which claim? Which rule? Which Record page? What precise relief? No new evidence or issue is requested.

VII. RELIEF REQUESTED

1. Grant targeted public redaction of the passages identified in Exhibit A and shown in Exhibit C;
2. Substitute the proposed public redacted pages while preserving the complete unredacted pages for the Court and parties;
3. If a particular page cannot be safely redacted, place only that page under limited seal;
4. Keep Sealed Exhibit B nonpublic while this motion is pending;
5. Leave the remainder of the appellate file public; and
6. Place the merits appeal on the oral-argument calendar if the Court determines focused argument would aid resolution.

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: October 5, 2026

MEMORANDUM IN SUPPORT

The public-access request is narrow and supported by the appellate privacy order and South Carolina's sealing authorities. Order No. 2014-04-15-02 expressly recognizes the privacy risks created by electronic appellate access, requires a motion for protection beyond listed identifiers, and cautions against unnecessary inclusion of individual financial, victim-related, and government-cooperation information. *Capital U-Drive-It* and *Davis* require specific balancing. Appellant preserves the full Record for judicial review and proposes redaction rather than blanket sealing.

The harm is not simply that sensitive material appears in the Record. Appellant states that the public narrative mixes uncharged accusations, dismissed charges, and financial amounts she says were fabricated or materially inaccurate, while omitting the dismissal/no-conviction outcome and the related civil settlement. The Court need not decide the truth of each collateral accusation to determine that those details are unnecessary to public understanding of the fee and appellate issues and may be narrowly redacted from the public-facing copy.

The oral-argument request is also narrow. Rule 215 asks whether argument would aid the Court. It would here because the appeal requires claim-by-claim application of section 15-36-100 after *Blanchard*, a precise application of *Cowart* to determine whether the same fee claim is being relitigated, and a party-specific reading of the sanctions order. Focused questioning can resolve those boundaries from the existing Record.

EXHIBIT A - TARGETED REDACTION SCHEDULE

Record page	Public treatment
R. p. 23	Keep the general representation context. Redact the charge-by-charge list, including accusations for which Appellant states she was never charged and charges later dismissed without convictions.
R. p. 24, Finding 5	Keep the retainer scope and procedural context. Redact disputed private-financial amounts, asserted law-enforcement interest, and unrelated nonparty narrative.
R. p. 24, Finding 7	Keep the conference/referral context and stated privacy concern. Redact asserted law-enforcement interest and disputed private-payment detail.
R. p. 25, Finding 12	Keep the fact that Appellant objected to disclosure. Redact disputed private-financial and alleged repayment detail.
R. p. 25, Finding 13	Keep the procedural finding. Redact the collateral character description and disputed private-financial narrative.
R. p. 155	Keep the investigator's identity, role, process, and general representation context. Redact unrelated private submissions and charge-specific background.
R. p. 156	Keep the quoted fee, amount paid, general scope, termination, privacy concern, and refund offer. Redact the charge list and disputed private-financial, location, and law-enforcement detail.
R. p. 157	Keep the Rule 1.5(a) and Rule 1.5(f) analysis. Redact only the opening collateral personal/financial paragraph.
R. p. 158	No redaction requested. Keep the core fee-reasonableness, hours, refund-calculation, and Rule 1.5(f) analysis public in full.

Express exclusions: Appellant does not ask to redact R. p. 30, R. p. 31, R. p. 158, R. p. 198, or the Court's dispositive legal holdings.

EXHIBIT B - UNREDACTED TARGET PAGES

Exhibit B is intentionally not reproduced in this public packet. The complete unredacted target pages are submitted separately as Sealed Exhibit B for in-camera review and party access. This public placeholder is included so the exhibit sequence is complete and no exhibit appears to be missing.

AFFIDAVIT OF BRANDI N. BARNETT

STATE OF SOUTH CAROLINA

COUNTY OF _____

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

1. I am the Appellant in Appellate Case No. 2026-000774 and the person whose information is the subject of the requested redactions.
2. During the lower-court proceedings, I raised concern that sensitive personal, banking, and Social-Security-related information had been available online. I asked the circuit court for redaction. The transcript of that request is at R. p. 198.
3. The South Carolina Bar Fee Disputes Coordinator separately asked the Richland County Clerk to replace the public file because it contained sensitive information related to me. That letter is at R. p. 30.
4. Some accusations repeated about me in the challenged public narrative never resulted in any criminal charge against me.
5. The criminal charges that were actually filed were dismissed and resulted in no convictions against me.
6. The related civil action arising from the same law-enforcement encounter later resolved by monetary settlement. I do not state the amount here, and I offer the settlement only as disposition context for this privacy motion.
7. I dispute material financial amounts and descriptions repeated in the public narrative. Certain amounts were fabricated or materially inaccurate. They did not accurately state what I received, owed, or was legally required to return.
8. I also dispute the suggestion that my desire for privacy showed criminal or improper conduct. I was a private/unknown victim and chose confidentiality because I wanted to remain private, not because I had committed a crime.
9. Privacy was central to why I sought legal help. While Mr. Shealey represented me, I objected to unnecessary discussion of my finances and sensitive Pendarvis-related information.
10. I contend that former-client financial, consultation, victim-related, and law-enforcement narrative was later used in public court filings beyond what was necessary to decide the narrow fee dispute.
11. My concern is not only embarrassment. The challenged material is attached to my name in an official court source and can be searched, copied, indexed, and redistributed. Prospective redaction reduces continued official publication and future copying from the appellate docket.

12. I am not asking the Court to hide the litigation or legal rulings. I ask only that the passages identified in Exhibit A be removed from the public-facing copies while the complete Record remains available to the Court and the parties.

Brandi N. Barnett

Sworn to and subscribed before me this ____ day of October, 2026.

Notary Public for _____

My Commission Expires: _____

EXHIBIT C - PROPOSED PUBLIC REDACTED REPLACEMENT PAGES

The following pages are proposed public substitutes for R. pp. 23-25 and 155-157. The complete unredacted originals remain in Sealed Exhibit B.

PROPOSED PUBLIC REDACTED SUBSTITUTE - R. p. 23

R. p. 23

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Brandi Barnett,	)	CASE NO.: 2025-CP-40-04675
	)	Fee Dispute Board Claim No.: 2025JAN08
Claimant-Appellant,	)	
vs.	)	ORDER DISMISSING APPELLANT'S
	)	NOTICE OF APPEAL
Luke A. Shealey, Esq.,	)	
	)	
Respondent.	)	

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

PROPOSED PUBLIC REDACTED SUBSTITUTE - R. p. 24

R. p. 24

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 8, 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 fee-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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PROPOSED PUBLIC REDACTED SUBSTITUTE - R. p. 156

R. p. 156

Letter to Paul A. Moding, Esquire June 8, 2025 Fee dispute between Barnett and Shealey

[Specific charge list redacted.]

On December 18, 2024, Mr. Shealey and Ms. Barnett discussed the matter and Ms. Barnett decided to terminate 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 [redacted] [Former residential-location detail redacted.] that while her charges were in the DO now. She came down in person to meet Mr. Shealey and they discussed 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.

According to 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.]

shortly after she hired him, she felt like he didn't do enough work to justify the fee

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PROPOSED PUBLIC REDACTED SUBSTITUTE - R. p. 157

R. p. 157

Letter to Paul A. Moring, Esquire June 3, 2025 Fee dispute between Barnett and Shasley

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

Applicable Standard

Rule 1.6 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.

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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**
)
)
)
)
)
)

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

Letter to Paul A. Meding, Esquire

June 3, 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. Shealey 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. Shealey and also brought documents related to her case against 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. Shealey, 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. Shealey 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. Shealey 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 3, 2025

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.

CERTIFICATE OF SERVICE

I certify that on October 5, 2026, I served a true and correct copy of this Amended and Corrected Motion, its public exhibits, supporting affidavit, and a separately enclosed copy of Sealed Exhibit B on counsel of record for Respondent by depositing the materials in the United States Mail, first-class postage prepaid, addressed to:

Douglas W. MacKelcan III, Esq.
Taylor L. Cary, Esq.
Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401

RECEIVED
OCT 05 2026
SC Court of Appeals

I also transmitted a courtesy PDF of the public filing to dmackelcan@csvl.law and tcary@csvl.law. Service is based on first-class U.S. mail.


s/ Brandi N. Barnett

Brandi N. Barnett, Pro Se Appellant

Dated: October 5, 2026