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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2026-000658

Andrei Savenkov,

Appellant,

v.

Michael Brooks Derrick,

Respondent.

RECORD ON APPEAL

Andrei Savenkov, Pro Se
112 Robin Hood Road
Taylors, South Carolina 29687
(864) 346-7390
a.savenkov@icloud.com
Appellant, Pro Se

M. Brooks Derrick (S.C. Bar No. 76330)
224 NE Main Street
Simpsonville, South Carolina 29681
(864) 757-0757
brooks@derricklawoffice.com
Respondent

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP2307958

Andrei Savenkov
PLAINTIFF(S)

Michael Brooks Derrick
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm; vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☒ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☒ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

See Page 2 for Order of Court.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/24/2026 .

Andrei Savenkov for Andrei Savenkov
Andrei Savenkov for Andrei Savenkov

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

Petitioner Andrei Savenkov appealed the Decision of the Hearing Panel regarding his Application for Resolution of Disputed Fee against Michael Brooks, Esq. The Appeal was heard on February 24, 2026 with both parties in attendance. In his appeal, Applicant asserts that the Panel exceeded its powers, acted arbitrarily and capriciously and issued an award completely devoid of evidentiary support. An appeal from the Fee Dispute Board is governed by Rule 20 (f) for the S.C. Appellate Court Rules 416 which provides that the Court "affirm or vacate the final decision of the Boards" and to vacate, the applicant must establish one of the factors outlined in Rule 20 (f) (1)-(5). At the hearing, the applicant stated that he was going forward on Rule 20(f)(3) that "the assigned member or hearing panel members exceeded their powers". In the hearing, the applicant asserted that the Board misinterpreted the fee agreement between the parties. Upon review of the record, including the fee agreement and the termination letter from Derrick Law Office, the Court finds that the final decision of the Fee Disputes Board was supported by the evidence and that the applicant has failed to establish that the Board exceeded their powers or any other factors set out in Rule 20(f). Therefore, the Court affirms the Written Decision of the Hearing Panel issued October __, 2025 [sic] of the Resolution of Fee Disputes Board.
IT IS SO ORDERED.



Greenville Common Pleas

Case Caption: Andrei Savenkov VS Michael Brooks Derrick

Case Number: 2025CP2307958

Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2026-02-24 12:31:22 page 3 of 3

RESOLUTION OF FEE DISPUTES BOARD
OF THE SOUTH CAROLINA BAR

~~WRITTEN DECISION OF THE HEARING PANEL~~

In the matter of: *Andrei Savenkov v. Michael Brooks Derrick, Esq.*
Claim No.: 2025APR05

On March 24, 2025, Andrei Savenkov (the “Client”) filed an Application for Resolution of Disputed Fee against Michael Brooks Derrick, Esq. (the “Attorney”). Pursuant to Rule 14 of the *Rules of Procedure for the South Carolina Bar Resolution of Fee Disputes Board*, a three-member panel (the “Panel”) was duly appointed for the purposes of conducting a *de novo* review in the matter. The Panel convened a hearing on September 30, 2025 at 9:00 AM pursuant to Rule 15. All parties were present and presented testimony and evidence.

FACTUAL STATEMENT OF THE CONTROVERSY

On March 2, 2023, Attorney and Client entered into a contingent fee Legal Services Agreement (the “Fee Agreement”) for injuries sustained by Client arising out of a motor vehicle accident on February 17, 2023 in Greenville County. (*See* Attorney Ex. 1). Over approximately the next twelve (12) months, Client was treated for his injuries; however, Attorney sent an initial settlement demand to the at-fault insurance carrier (the “Insurer”) in July 2023 and received an initial settlement offer of \$15,000 in August 2023. By March 2024, Client had incurred additional medical expenses, and Attorney had obtained a surgical estimate for a surgical repair of Client’s fractured foot. Following this, in April 2024, Attorney sent a second settlement demand and in May 2024 received a settlement offer from Insurer in the amount of \$40,000.

In the summer of 2024, it appears that the professional relationship between Attorney and Client began to deteriorate. Client testified that, by August 2024, he was considering terminating

the engagement. Despite this, Attorney continued pressing for Insurer to increase its settlement offer and, in September 2024, the Insurer presented a settlement offer in the amount of \$45,000.

~~This offer was rejected by Client.~~

Between October and November 2024, Attorney continued to pursue a larger settlement offer from Insurer and began working to negotiate Client's medical bills with the providers. By January 2025, the professional relationship between Attorney and Client had completely deteriorated, with Client threatening to file a complaint against Attorney with the South Carolina Bar. Following this, Attorney contacted legal ethics/professional responsibility attorney Christopher W. Lempesis, Jr. ("Lempesis") to discuss the allegations made by Client.

On February 12, 2025, Lempesis sent a letter to Client on behalf of Attorney terminating the representation pursuant to the terms of the Fee Agreement (the "Termination Letter"). (See Attorney Ex. 2). Testimony confirmed that the Termination Letter was sent via email at 2:35pm on February 12. Insurer verbally increased its offer earlier that day and officially memorialized it in writing six (6) minutes after the Termination Letter was emailed to Client. (See Attorney Ex. 3) ("Scott, as discussed in our telephone conversation of today, we are willing to [add the bill difference and wage loss] to the agreed amount of \$45,000 for a total of \$47,702."). In the email transmitting the Termination Letter to Client, Lempesis explicitly communicated that "[Insurer] has countered with a new offer of \$47,702." Because Insurer's increased offer was communicated simultaneously with Attorney's withdrawal, this offer was "on the table" at the time of withdrawal. Ultimately, no lawsuit was ever filed and Client worked directly with the Insurer to accept this final offer.¹

¹ Insurer hired a defense attorney to handle the disbursement of funds in the amount of \$31,736 to Client. Upon information and belief, the balance of \$15,967 remains in this attorney's trust account pending resolution of the fee dispute.

The core of Client's complaint appears to relate not necessarily to the fee itself, but rather the amount of the fee in relation to Attorney's level of performance of services in the underlying matter. ~~Client complains that he had to manage lost wage calculations, compile documentation,~~ and other tasks that, in Client's view, should have been handled or managed by Attorney and/or Attorney's law firm. Specifically, Client alleges that "the legal representation provided was subpar, lacked diligence, and required [Client] to perform tasks that should have been handed by [Attorney]." (See Application, p. 2). In essence, Client complains that the contingent fee amount was excessive given the amount of work performed by Attorney in the underlying matter. Client additionally complains that "no billing statements were provided" by Attorney. (See Application, p. 2). During the hearing, Client testified that he essentially had to progress the case himself, and that Attorney failed to properly and timely communicate with him, failed to timely develop damages (*i.e.*, his lost wages claim), and failed to secure pre-litigation mediation with Insurer, among other complaints. Ultimately, Client has requested a "significant reduction" in Attorney's fee.

DECISION OF THE PANEL

Following review of all documentation submitted and the parties' testimony and arguments during the hearing, the Panel finds that Client's complaints are not supported by the evidence. The evidence clearly demonstrates that Attorney developed Client's case in a timely manner under the circumstances,² engaged in voluminous communications and email exchanges

² It should be noted that the hairline fracture in Client's foot was not detected upon his initial presentment to the hospital/emergency room immediately after the accident, and that it was a medical specialist arranged by Attorney that ultimately discovered the full extent of Client's injury.

with Client, and ultimately secured a more than three-fold increase in the settlement offer initially made by Insurer.

~~This matter is somewhat complicated by the fact that the Fee Agreement and~~ representation were terminated on February 12, 2025; however, the Fee Agreement expressly provides for the calculation of fees in the event of termination of representation. Under the Fee Agreement and under these circumstances, Attorney is entitled to a fee in the amount of “33.33% of the ‘total recovery’ before anything is deducted...of any settlement offered as of that date.” (See Attorney Ex. 1, ¶¶ 3, 7). Additionally, Attorney is entitled to costs and expenses under the Fee Agreement. (See *id.*, ¶ 6).

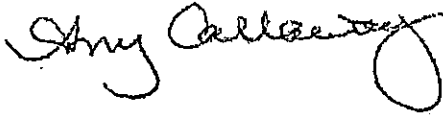
Pursuant to S.C. App. Ct. R. 1.5(a), “[a] lawyer shall not make an agreement for, charge, or collect an unreasonable fee...” Rule 1.5(a) additionally provides the “factors to be considered in determining the reasonableness of a fee.” Though not recited here, we find the Rule 1.5(a) factors support Attorney’s fee under the Fee Agreement and that Attorney’s fee is reasonable under all circumstances.

Accordingly, and based upon the foregoing, it is the decision of the Panel that:

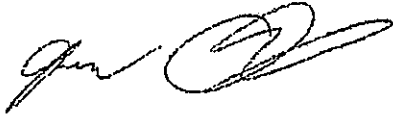
- (i) We award \$15,741.00. We arrived at this award as follows: Pursuant to the contract, Attorney earned the Attorney's fee and costs of \$16,250.57. However, the parties to this fee dispute mutually agreed that the total disputed amount in controversy was \$15,741.00. Therefore, we award \$15,741.00.
- (ii) The fees, costs and expenses earned and/or incurred and payable to Attorney are reasonable under the circumstances; and

- (iii) Attorney is entitled to payment for fees, costs and expenses in the total amount of \$15,741.00.

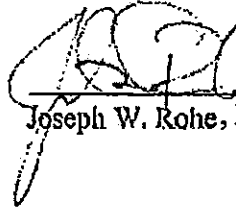
Decided this _____ day of October 2025.



Amy Richmond Callaway, Chairman



James G. Otovic, Member



Joseph W. Rohe, Member

Turner Padget

David L. Moore, Jr., Esquire

REPLY TO:

E-Mail: DMoore@turnerpadget.com

Writer's Direct Dial: (864) 552-4625

Writer's Direct Fax: (864) 282-5966

November 7, 2025

Sent Via Email:

a.savenkov@icloud.com

Mr. Andrei Savenkov
112 Robin Hood Road
Taylors, SC 29687

brooks@derricklawoffice.com

Mr. M. Brooks Derrick
224 NE Main Street
Simpsonville, SC 29681

Re: Fee Dispute – Andrei Savenkov v. M. Brooks Derrick, Esquire

Dear Gentlemen:

Please be advised that I am the Chairman of the Fee Disputes Board for the Thirteenth Circuit, which includes Greenville County. In that regard, I assigned the above fee dispute matter to Amy Richmond Callaway, James G. Otovic, and Joseph Rohe, a panel of investigating members of the Fee Disputes Board to investigate the complaint and make recommendations to me. I have enclosed a copy of the panel's report for your review. After carefully reviewing the report and recommendation, as well as the application for fee dispute, I concur with the recommendations of the panel regarding this particular dispute. As you will note from the report from the panel, they found that the fee charged by Brooks Derrick was appropriate and earned and that no refund is due to Mr. Savenkov on his complaint. The decision of the panel awarded Mr. Derrick the amount of \$15,741.00.

As an alternative, if you do not agree with the final decision of the Board, that decision may be appealed to the Greenville County Circuit Court pursuant to Rule 20 of the Fee Dispute Rules. Any appeal must be made within thirty (30) days of this letter. Should you wish to pursue an appeal, I would recommend that you review Rule 20 in order to meet its requirements. I have enclosed a copy of Rule 20 for your review.

I do wish to express my appreciation to the panel for their thorough and efficient work in connection with this matter, all of which was done without any remuneration on their part.

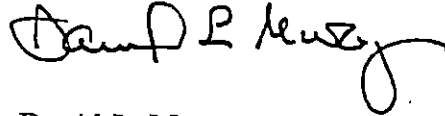
Turner | Padget

Mr. Andrei Savenkov
Mr. M. Brooks Derrick
November 7, 2025

Page 2

With kind regards, I am

Sincerely yours,



David L. Moore, Jr.

DLM/jsm

Enclosures

cc: Paulina Freire (via e-mail)

Amy Richmond Callaway, Esquire / *Sent Via Email w/enclosures*

James G. Otovic, Esquire / *Sent Via Email w/ enclosures*

Joseph W. Rohe, Esquire / *Sent Via Email w/enclosures*

RULE 20. APPEALS

(a) A party aggrieved by the final decision of the Board may appeal the decision to the circuit court in the county where the principal place of practice of the attorney is located.

(b) To confer jurisdiction of an appeal on the circuit court, the appealing party must commence the appeal within thirty (30) days after the final decision is mailed to the appealing party, except that if based upon corruption, fraud, or other undue means, it must be commenced within thirty (30) days after such grounds are known or should have been known.

(c) In order to commence an appeal, the appealing party must:

(1) file with the clerk of the circuit court a notice of appeal along with a signed document certifying the names and addresses to which the appealing party mailed copies of the notice and the date the copies were mailed. The notice of appeal must contain (i) the names of all parties to the dispute, (ii) an indication that the appealing party is appealing from a final decision of the Resolution of Fee Disputes Board, (iii) a detailed statement of the grounds for the appeal and (iv) the name, current mailing address, and telephone number of the appealing party;

(2) pay the required filing fee to the clerk of court;

(3) mail each other party to the dispute a copy of the notice of appeal; and

(4) mail a copy of the notice to the South Carolina Bar Resolution of Fee Disputes Board.*

A notice of appeal is sufficient if it is in writing, is signed by the appealing party, and contains the information required in sub-paragraph (c)(1).

(d) Filing an appeal does not stay the issuance of a Certificate of Non-Compliance. However, if, upon the filing of a notice of appeal, a party pays the disputed sum to the Bar to be held in trust pending resolution of the appeal, no Certificate of Non-Compliance shall be issued. The Bar shall remit the disputed sum to the prevailing party within ten (10) days of the final disposition of the dispute.

(e) The Board shall supply to the circuit court a record on appeal, which shall include such of the following materials as were involved in the proceedings of the Board: the application, the decision of the assigned

member, the concurrence or non-concurrence of the circuit chair, and the decision of the hearing panel.

(f) The court shall affirm or vacate the final decision of the Board. The court may vacate only where:

(1) the decision was procured by corruption, fraud, or other undue means;

(2) there was evident partiality or corruption in an assigned member or hearing panel member, or misconduct prejudicing the rights of any party;

(3) the assigned member or hearing panel members exceeded their powers;

(4) the hearing panel members refused to postpone the hearing, if any, upon sufficient cause being shown therefore, or the assigned member or hearing panel members refused to hear evidence material to the controversy, or otherwise conducted the proceeding so as to substantially prejudice the rights of a party; or

(5) the hearing panel chair did not provide notice of the hearing as required under Rule 15.

(g) In vacating the final decision, the court may order a reconsideration by a new assigned member appointed by the circuit chair or, if vacating the decision of a hearing panel, a rehearing before a new hearing panel appointed by the circuit chair. Any reconsideration or rehearing shall be *de novo*, and no reports or decisions of any prior assigned member or hearing panel shall be considered. When a final decision of the Board is vacated, any judgment which may have been entered pursuant to that decision also is vacated.

(h) The parties and the circuit court shall provide the Board notice of all proceedings on appeal and the final disposition of the appeal.

* The current address of the Board is Post Office Box 608, Columbia, SC 29202.

Last Amended by Order dated December 6, 2011.

2000-2014 South Carolina Judicial Department

Turner Padget

David L. Moore, Jr., Esquire

REPLY TO:

E-Mail: DMoore@turnerpadget.com

Writer's Direct Dial: (864) 552-4625

Writer's Direct Fax: (864) 282-5966

July 11, 2025

Sent Via Email:

a.savenkov@icloud.com

Mr. Andrei Savenkov
112 Robin Hood Road
Taylors, SC 29687

brooks@derricklawoffice.com

Mr. M. Brooks Derrick
224 NE Main Street
Simpsonville, SC 29681

Re: Fee Dispute – Andrei Savenkov v. M. Brooks Derrick, Esquire

Dear Gentlemen:

Please be advised that I am the Chairman of the Fee Disputes Board for the Thirteenth Circuit, which includes Greenville County. In that regard, I assigned the above fee dispute matter to Tom Stephenson, Esquire, one of the investigating members of the Fee Disputes Board, to investigate the complaint and make recommendations to me. I have enclosed a copy of Mr. Stephenson's report for your review. After carefully reviewing the report and recommendation, as well as the application for fee dispute, I concur with the recommendations of Mr. Stephenson regarding your particular dispute. As you will note from the report from Mr. Stephenson, he found that the fee charged by Cameron Boggs was appropriate and earned and that no refund is due to Mr. Savenkov on his complaint.

Since the amount involved in this dispute is greater than \$7,500, Rule 13 of the rules regarding resolution of fee disputes provides that the decision is final unless a written request for a hearing panel is made by filing such a request with the Circuit Chair within thirty (30) days after the date of mailing written notification of the decision. As a result, should either of you wish that this matter be heard before a three-member panel, you must do so within 30 days from the date of this letter. The hearing before the panel will be *de novo* (in other words, starting over as if new) and the reports and any other information from the assigned members shall not be considered. During the course of that hearing, testimony and evidence shall be presented and the hearing panel shall ultimately make a final decision on the fee dispute in question. Please direct any request for a hearing panel directly to me, as Chairman.

Mr. Andrei Savenkov
Mr. M/ Brooks Derrick
July 11, 2025
Page 2

As an alternative, if you do not agree with the final decision of the Board, that decision may be appealed to the Greenville County Circuit Court pursuant to Rule 20 of the Fee Dispute Rules. Any appeal must be made within thirty (30) days of this letter. Should you wish to pursue an appeal, I would recommend that you review Rule 20 in order to meet its requirements. I have enclosed a copy of Rule 20 for your review.

I do wish to express my appreciation to Mr. Stephenson for his thorough and efficient work in connection with this matter, all of which was done without any remuneration on his part.

With kind regards, I am

Sincerely yours,



David L. Moore, Jr.

DLM/jsm
Enclosures

cc: Paulina Freire (via e-mail)

Tom Stephenson, Esquire (*w/enclosure*) / tom@stephensonmurphy.com

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Andrei Savenkov,

Petitioner,

v.

M. Brooks Derrick,

Respondent.

Pursuant to S.C.A.R. 416, Rule 11, the undersigned makes the following findings and recommendations as to the above captioned fee dispute:

Scope of Investigation

In making this report, the undersigned attorney herein reviewed Petitioner's (Mr. Savenkov) Application for Resolution of Fee Dispute and also spoke with Mr. Savenkov and Mr. Derrick. I have reviewed a number of emails and other documents.

Factual Background

This case involves a personal injury claim related to an automobile accident in which Mr. Savenkov was involved. Mr. Savenkov retained Mr. Derrick to represent him in resolving the claim. Mr. Derrick agreed to represent Mr. Savenkov on a 1/3 contingency fee. The case was settled for \$47,702.00 and Mr. Derrick asserts that he is entitled to an attorney's fee of \$15,741.66. Further background is as follows.

On March 2, 2023, Mr. Savenkov was involved in a motor vehicle accident. Less than two weeks after the accident Mr. Savenkov retained Mr. Derrick and signed a legal services agreement. Thereafter, Mr. Derrick began negotiating with the at fault insured's insurance company,

Nationwide. In August 2023, Nationwide responded with a \$15,000.00 offer. Although no lawsuit was ever filed, it appears from the file that Mr. Derrick's office engaged in lengthy negotiations with the insurer and engaged in an effort to have the medical providers reduce their liens. Eventually, Mr. Savenkov agreed to allow Mr. Derrick to settle the claim for any amount over \$40,000.00. Medical expenses were about \$19,000.00. The claim was settled for \$47,702.00. After the settlement check was received by Mr. Derrick's office, Mr. Savenkov refused to endorse the settlement check, sign the release or execute the disbursement statement. Mr. Savenkov also made attempts to contact Nationwide directly and disputed Mr. Derrick's entitlement to a fee.

At about the time the settlement was reached, Mr. Derrick and Mr. Savenkov's relationship became very contentious.

Mr. Derrick hired an attorney Christopher W. Lempisis Jr. to advise him on terminating his representation. The settlement check was never signed and undoubtedly stale by now. Mr. Derrick no longer represents Mr. Savenkov. Mr. Derrick contends he is entitled to a charging lien for his one-third of the settlement. Mr. Savenkov disputes the entire fee.

Summary of Findings

Mr. Savenkov contends that Mr. Derrick did not fully represent him and made allegations that Mr. Derrick did not properly negotiate medical liens, did not properly communicate with him and put pressure on him to settle.

It is worth noting that Mr. Savenkov is an attorney who formerly practiced in Russia and is not licensed to practice in South Carolina. He never practiced here. After reviewing the correspondence and speaking with Mr. Savenkov, it is clear that Mr. Savenkov is educated and sophisticated.

After consideration of all the information and review of all the documents received, the undersigned is of the opinion that the fees sought by Mr. Derrick are reasonable and therefore I find that the Petitioner is not entitled to any reduction of the fee. Mr. Derrick and his office spent many hours working on this case. I find no reason that the agreed upon fee should be reduced.

Respectfully submitted,


Thomas L. Stephenson (SC Bar No. 5332)
Stephenson & Murphy, LLC
207 Whitsett St.
Greenville, SC 29601
Phone: (864) 370-9400
tom@stephensonmurphy.com

Dated:  June 20, 2025

RESOLUTION OF FEE DISPUTES BOARD OF THE SOUTH CAROLINA BAR

APPLICATION FOR RESOLUTION OF DISPUTED FEE

Please answer every question. If more space is needed, you may attach additional pages. Submit copies of all documentation which may support your position, including canceled checks, receipts, letters, settlement statements, and statements for services rendered. Do not submit originals.

IF YOUR DOCUMENTATION CONSISTS OF 25 PAGES OR MORE, YOU MUST INCLUDE THREE (3) COPIES AS PART OF THE ORIGINAL APPLICATION AND DOCUMENTATION.

Please type or legibly print:

1. AMOUNT IN DISPUTE: \$ 15,741 (33% of \$47,702)

2. Your full name: Andrei Savenkov
Your address: 112 Robin Hood Road
City/State/Zip: Taylors, South Carolina, 29687
Telephone Numbers:
Cell: 8643467390
Email address: a.savenkov@icloud.com

☒ I consent to receive notification via email

Are you active military? No: ☒

3. Who is the Lawyer whose fee you are disputing?
Lawyer's Name:
Michael Brooks Derrick
Lawyer's Address: 224 NE Main Street, Simpsonville, SC 29681
Lawyer's Telephone Number: (864) 757-0757
Lawyer's Email Address: brooks@derricklawoffice.com

4. Do you have a written fee contract with the Lawyer? Yes: ☒
Copy attached

5. When did you hire the Lawyer? (Date) 03.02.2023

6. When did a dispute concerning the fee arise? 05.02.2025

7. Describe the legal services the Lawyer was hired to perform for you: (For example, will preparation, real estate transaction, insurance claim, divorce or domestic matter, criminal case, personal injury, or other):
Personal injury claim related to an automobile accident. The attorney was hired to handle **insurance negotiations, settlement discussions, medical bill reductions, and legal representation related to injury compensation.**

8. List below the amounts and dates of all payments actually made to the Lawyer: (Attach copies of any documentation of payments and copies of billing statements you may have.)

DATE PAID	AMOUNT PAID
NONE	NONE

Has the Lawyer billed you for fees that you have not yet paid? No

If yes, what amount of additional fees does the Lawyer seek?

Lawyer seeks 33% contingency fee from the settlement amount (\$47,702), which equals approximately \$15,741.66, but no billing statements were provided.

9. Why are you disputing the fees charged by the Lawyer? (Be very specific with your answer.)

I am disputing the fees charged by Brooks Derrick because the legal representation provided was **subpar, lacked diligence, and required me to perform tasks that should have been handled by my attorney**. The amount requested—**\$15,741 (33% of my settlement)—is not justified given the work performed**. Below are some of the specific reasons why the fee should be significantly reduced:

1. The Attorney Failed to Properly Manage My Medical Bills & Lost Wages

Failure to Negotiate Medical Bill Reductions

- I was **instructed by my attorney to pay my initial medical bills (Bon Secours & Virtue) out of pocket**, with the expectation that the firm would negotiate reductions later. However, they **failed to secure any reduction**.
- After **paying these bills for over a year**, I followed up with the firm to confirm their progress, only to **discover that they had entirely forgotten to take action**.
- The issue with **Bon Secours remains unresolved** because my attorney **abandoned my case due to a personal dispute**, instead of continuing to advocate for my interests.

Failure to Manage Lost Wages Compensation

- I was forced to **track and manage my lost wages compensation on my own**, a task that **should have been handled by my attorney** as part of their representation.

Bon Secours Medical Bill Reduction – Timeline of Attorney’s Negligence

January 13, 2025 – Assurance That Reduction Was in Progress

- In an **email dated January 13, 2025**, attorney Brooks Derrick **acknowledged that a reduction for my Bon Secours bill was pending** and assured me that:
- The goal was to **obtain a 30-50% reduction on my \$2,829.00 medical bill**.
- This reduction would have resulted in a refund of **\$848.70 to \$1,414.50**.
- Christin from his office had followed up multiple times, and the firm was **actively working on it**.
- I had already **paid this bill in full**, trusting that my attorney would later **negotiate a reduction as promised**. However, they **let the matter drag on for months** without progress.

January 24, 2025 – Denial of Reduction Due to Attorney’s Failure to Act

- In an **email dated January 24, 2025**, Brooks Derrick finally provided an update:
- Bon Secours **denied the reduction request**, stating that I had already **agreed to pay the full amount**.
- The firm **failed to intervene before I made the payment**, which **eliminated my chance of receiving a discount**.
- They **never warned me** that paying the full amount upfront could prevent future negotiations for a reduction—a **critical oversight** in handling medical expenses during an ongoing personal injury case.

February 3, 2025 – Attorney Blames Bureaucracy for Their Own Negligence

- In an **email dated February 3, 2025**, Brooks Derrick attempted to shift the blame onto Bon Secours, stating:
- “The challenge lies in the fact that your balance is now zero, requiring us to engage a different department to request a refund.”
- He also admitted that Bon Secours **had not applied their typical ‘self-pay discount’**, meaning I **overpaid due to my attorney’s failure to act sooner**.
- The firm was now **“actively pursuing a resolution”**—something they **should have done before instructing me to pay in full**.

- By the time they took action, it was **too late**. Their delay **complicated the refund process**, and I was forced to **absorb an unnecessary financial loss** that could have been prevented with proper legal guidance.

Conclusion

The attorney's **failure to properly manage my medical bills and lost wages** resulted in **significant financial losses and unnecessary stress** on my part. Their **lack of diligence and proactive action** directly caused:

- The **loss of a potential refund** for my Bon Secours medical bill due to their failure to negotiate a reduction before I made payment.
- A **delayed and ineffective response** to my lost wages compensation, which I was forced to handle on my own, could've been done immediately after I got back to work.

2. Repeated Delays & Lack of Communication

Failure to Keep Me Informed

- Despite **repeated requests to be kept informed**, I was **excluded from critical correspondence** related to my case.
- The law firm failed to **proactively provide updates**; I was forced to **follow up multiple times just to obtain basic information**.
- The firm admitted that their "**standard process**" was to **provide updates every 2-3 weeks**, despite initially **promising a more engaged approach**.
- When I requested a **face-to-face meeting**, I had to **wait an entire month**. Even after the meeting, **nothing changed in their handling of my case**.

Example: Delayed Submission of My Demand to the Insurance Company

March 12, 2024 – Firm Claims Demand Was Being Submitted

- Savannah Davenport **confirmed that the firm had received my surgical estimate** and stated that they would **submit a new demand to the insurance company**.
- She mentioned that the firm would **allow the insurer 30 days to respond**, implying that the demand was being submitted immediately.

April 16, 2024 – Over a Month Later, Demand Was Just Submitted

- I received an email from Christin Williams with a copy of the “updated demand” sent to the liability insurance company.
- This contradicted Savannah’s March 12 statement, proving that the firm had not actually submitted the demand in March as claimed.
- The demand was only recently sent, causing unnecessary delays in my case.

April 19, 2024 – Confirmation of the Firm’s Delay

- I had to follow up again with Savannah, asking for clarification on whether this was the same demand she had referenced in March.
- Savannah confirmed that it was, proving that the firm had delayed submission for over a month without informing me.

Conclusion

- These delays directly impacted the progress of my case, causing unnecessary waiting periods and preventing timely resolution.
- The firm’s failure to communicate accurately and act promptly demonstrates a pattern of negligence and disregard for my interests.

3. Attorney Lacked Case Knowledge & Required My Intervention in Basic Matters

Lack of Understanding of Key Case Details

- The attorney’s assistant lacked a basic understanding of physics, requiring me to explain why a collapsible soft-top roof stored in my trunk was damaged in an accident.

September 6, 2023 – Explaining the Soft-Top Roof Damage

- I explicitly explained to Christin Williams (paralegal) why the soft-top roof was damaged in the accident:

- *“I stored a collapsible soft-top roof in my trunk. The impact damaged it even though it was inside. The force of the collision explains why it was damaged.”*
- Instead of understanding this straightforward concept, **Christin Williams demonstrated uncertainty**, replying:
- *“Did Jordan address the soft top in the property damage stage? Typically, this would be addressed then, but I’ll talk to Brooks about how to handle it if she didn’t.”*

Failure to Properly Arrange Medical Evaluations

- The **attorney failed to arrange necessary medical evaluations** (MRI, orthopedic consultations), forcing me to handle them myself.

April 13, 2023 – MRI Scheduling Delays

- I **requested assistance from Savannah Davenport (paralegal)** regarding delays in scheduling my MRI and asked about a billing issue:
- *“Should I pay this \$540 bill?”*
- **Savannah advised me to wait**, implying that the firm would handle the matter:
- *“They shouldn’t send you to collections or anything like that. I’ll try to contact them today.”*

April 17, 2023 – Contradictory and Unclear Guidance

- I followed up with Savannah for clarification:
- *“So if I give them the information, they will be able to get the money and the insurance company will treat it like a settlement, right?”*
- **Savannah initially gave unclear advice, later admitting she misspoke:**
- *“I misspoke yesterday.”*

April 27, 2023 – Lack of Follow-Through on Orthopedic Consultations

- I had to **proactively seek clarification** about scheduling a follow-up orthopedic appointment after my CT scan:
- *“Could you please let me know if I should make a new appointment with the ortho myself, or if someone else will?”*

June 20 – July 6, 2023 – Delays in Obtaining Medical Records

- **Christin Williams repeatedly delayed obtaining my medical records**, requiring multiple follow-ups from me.
- **July 6, 2023** – After weeks of waiting, Christin provided no resolution:
- *“Unfortunately, they still haven’t sent over your records. I will follow up.”*

August 15, 2023 – Initiating a Second Orthopedic Opinion Due to Worsening Condition

- Due to my **worsening medical condition**, I had to **request a second orthopedic opinion myself**:
- *“I think it would be better to get a second opinion from another doctor... can you help me arrange it?”*
- **August 21, 2023 – Delayed Response**
- *“I tried calling you last week to discuss this. Please give me a call today anytime after 3.”*

Failure to Move the Case Forward After My Treatment Ended

- Even after my **medical treatment ended in June 2023**, the firm took **no immediate action to progress my case**, forcing me to push for updates.

June 20, 2023 – No Action Taken Post-Treatment

- My **medical treatment officially ended**, yet I received **no updates on the next steps**:
- *“My treatment ended, and no one has given me any updates or further steps.”*

July 14, 2023 – Delayed Submission of Demand Letter

- Nearly a **month later**, Christin Williams finally responded:
- *“We’ve sent the demand letter to the insurance company today.”*
- This demonstrates a **significant delay in case progression**, as this step should have been taken **immediately after my treatment ended**.

Conclusion

- The attorney’s **lack of case knowledge and failure to manage key aspects of my case** forced me to **intervene in basic matters**, including explaining damage mechanics, scheduling medical evaluations, and requesting second opinions.
- Their **poor communication, delays, and failure to act in a timely manner** not only **prolonged my case but also placed an undue burden on me as the client**.
- This pattern of **negligence and mismanagement** is unacceptable for a legal representative entrusted with handling a personal injury case.

4. Unethical Pressure to Accept Settlement

Attorney Consistently Framed All Case Resolutions Around Settlement

- My attorney repeatedly **structured all discussions around settlement**, failing to present alternative legal strategies.

May 9, 2024 – Internal Discussion on Settlement Without My Input

- Paralegal **Christin Williams emailed me** regarding **Nationwide’s increased offer of \$40,000** and mentioned an **internal office discussion** to determine next steps.

June 11, 2024 – Limited Options Given

- **Attorney Brooks Derrick presented my options as either:**

1. **Accepting the \$40,000 pre-suit offer, or**

2. Filing a lawsuit—but without explaining how litigation would proceed or outlining any legal strategy.

- His email explicitly stated:
- *“While there is a current \$40,000 pre-suit offer, a slight increase is possible; the next steps depend on whether you want to settle or file a lawsuit.”*
- **No alternative legal strategies** (e.g., mediation, counterclaims, or expert consultations) were proposed.

September 15, 2024 – Settlement Tied to Medical Bill Negotiations

- Derrick **linked further negotiations to my acceptance of a \$45,000 settlement**, despite prior discussions about **reducing my outstanding medical bills first**.
- He wrote:
- *“If you still feel the same way [about accepting over \$40,000], we can now focus on negotiating with medical providers to reduce the outstanding balances.”*

September 17, 2024 – My Response Ignored

- I responded, clarifying that **reducing medical bills should come first** before making a settlement decision. However, **this request was ignored, and the pressure to finalize the settlement continued**.

October 18, 2024 – Refusal to Pursue a Medical Malpractice Claim

- Derrick **explicitly refused to pursue a medical malpractice claim**, further reinforcing the narrative that settlement was my only viable option.

Repeated Use of Delays & Pressure Tactics

Emails from Christopher Lempesis Showed a Pattern of Linking All Legal Actions to Settlement

- This **violated the duty of a lawyer to act in the best interest of the client, prioritizing a quick resolution over comprehensive legal representation**.

February 7, 2025 – Deliberate Delay Tactics

- In response to my February 5 request, Derrick **delayed progress** by citing an alleged need to consult an **ethics lawyer** before responding.
- Quote from Derrick:
 - *“Unfortunately, the content of your communication has necessitated my consultation with an ethics lawyer who advises other lawyers who receive communications such as your February 5, 2025, email.”*
- Instead of **addressing my legal concerns**, Derrick **used this as a stalling tactic**, preventing me from challenging their strategy before finalizing the settlement.

February 13, 2025 – Termination of Representation & Transfer to Lempesis

- Derrick **abruptly ended his representation** without explanation and redirected all communications to **Christopher Lempesis**.
- Quote from Derrick:
 - *“As discussed in his letter, our representation of you has been terminated. Please direct all future correspondence to Mr. Lempesis.”*
- This **placed me in a vulnerable position**, making it difficult to **seek alternative legal representation** while being pressured to settle.

February 14, 2025 – Introduction of Settlement Deadline

- Lempesis **continued the pressure tactics**, framing settlement as a favor to me.
- Quote from Lempesis:
 - *“I’d like to get things wrapped up as quickly as possible for you.”*
- **No mention was made of legal alternatives, litigation strategy, or further negotiation.**

February 19-21, 2025 – 10-Day Extension & Acknowledgment of External Pressure

- Lempesis **agreed to a 10-day extension** but implied external pressures were beyond his control.

- Quote from Lempesis (February 20):
- *“Mr. Derrick and Derrick Law Office agree to 10 additional business days for you to respond... However, they cannot control the actions of third parties such as Nationwide.”*
- This **created artificial urgency**, subtly suggesting that **Nationwide could act at any time**, despite **confirming that no substantive action would be taken by third parties**.

March 7, 2025 – Five-Day extension

- I requested **additional time to review documents** as I was handling the case alone.
- My email (March 7, 12:17 AM):
- *“Going through all these documents is taking way more time than I expected... Can we extend the timeline by another 5 business days?”*
- **Lempesis refused to grant further extensions**, responding vaguely:
- *“I will be back in touch.”* (No extension confirmed.)
- Instead of **allowing me the necessary time to make an informed decision**, they **imposed rigid deadlines**, creating **undue pressure to settle quickly**.

Conclusion

- My attorney **failed to act in my best interest** by continuously framing settlement as the only option **while failing to provide alternative legal strategies**.
- Instead of offering **comprehensive legal counsel**, they **intentionally created artificial urgency** and **used stalling tactics** to pressure me into settling.
- When I **challenged their approach**, Derrick **abruptly terminated his representation**, leaving me in a compromised position.
- The firm’s use of **delay tactics, ultimatums, and misrepresentation of options** constitutes an **unethical attempt to force a quick settlement rather than pursuing the strongest legal outcome** **on** **my** **behalf**.

5. Dissatisfaction with Brooks Derrick’s Legal Services and Lack of Alternatives

- By June 2024, I was **thoroughly dissatisfied** with Brooks Derrick's legal services and **seriously considered terminating his representation**.
- However, I was left **without a viable alternative** due to the **lack of transparency in billing** and an **unclear exit strategy**.

Lack of Hourly Tracking & Ignored Requests for Transparency

- A key issue was that Brooks Derrick **did not track his work hours**, despite:
- The **contingency fee structure**, and
- A clause stating that his **hourly rate was set at \$300 per hour in case of withdrawal**.
- I was **willing to pay him fairly** if necessary, but without **any record of hours worked**, there was **no way to calculate a reasonable payment**.
- My **repeated requests for a breakdown of hours were ignored**:
- **April 23, 2024** – I requested a **meeting to review my case progress** and obtain a **detailed breakdown of hours worked**.
- **June 10, 2024** – I **reiterated my request** for an update and a **breakdown of hours**.
- **June 11, 2024** – Mr. Derrick **admitted that there were no hourly records**.
- **August 13, 2024** – During an **in-person meeting**, he **again confirmed** that he **does not track his work hours at all**.

I Was Left Without a Real Choice

As a result of Brooks Derrick's **lack of transparency and accountability**, I was placed in an **impossible position**:

- I **could not proceed with my case in court** because I **no longer trusted my attorney**.
- I **could not terminate the agreement** because there were **no records of hours worked** to determine a **fair payment**.
- I was **unwilling to pay 33% of the settlement** because his **services did not justify such a fee**.

Conclusion

- Ultimately, the **lack of transparency in billing, absence of work-hour records, and failure to provide clear alternatives** left me with **no viable option**.
- The **legal system, which should provide clarity and fairness**, instead left me **trapped with an attorney I could not trust** and **whose fees remained unjustified**.
- This **mismanagement and refusal to provide accountability** further demonstrate Brooks Derrick's **failure to act in my best interest** as his client.

Conclusion & Requested Resolution

I am requesting a **significant reduction in the attorney's fee** based on:

- **Failure to properly manage medical bills and lost wages.**
- **Delays and lack of transparency in communication.**
- **Requiring me to perform tasks that were the attorney's responsibility.**
- **Unethical pressure to settle quickly.**
- **Unprofessional behavior and potential ethical violations.**

The requested \$15,741 is **not an accurate reflection of the legal services provided**. The fee should be **adjusted to reflect the actual level of legal effort and representation** in my case.

P.S. Additional Ethical Concerns

In addition to the fee dispute, I want to briefly highlight **several concerns** related to my legal representation. I understand that the Fee Disputes Board may be required to refer potential violations to the appropriate disciplinary authorities.

1. Unauthorized Case Transfer & Confidentiality Breach

- My case was transferred to **Lempesis Law without my approval**.
- My **confidential files were manually moved** between law firm systems (from <https://derrick.filevineapp.com> to <https://lempesislaw-my.sharepoint.com/>) by **Jessica Pierce**, yet no disclosure was made regarding where my personal legal documents were stored.

2. Alteration of Legal Documents

- A Patient Access Request that I signed in 2023 was resubmitted in 2025 with an altered date but the same document ID (check fax dated 23.01.25 to Bon Secours re:Request for Proof of Patient Agreement and original HIPPA form dated 07.13.23).

- This modification occurred **only after Bon Secours rejected the initial request**, raising serious concerns about the integrity of legal filings.

3. Potential Conflict of Interest Between Attorneys

- **Brooks Derrick and Christopher Lempesis graduated from the same law school in the same year.**

- **Raises concerns about whether my case was transferred for professional convenience rather than in my best interest.**

4. Preemptive Legal Defense Suggests Awareness of Ethical Issues

- **Before I even filed a complaint, Brooks Derrick told me that he was getting a consultation with an ethics attorney, the law firm he consulted was Lempesis Law Firm.**

- **Chris Lempesis is associated with both firms—Pendarvis Law and Lempesis Law.**

- **Pendarvis Law Firm specializes in legal malpractice and professional responsibility cases, meaning they represent lawyers accused of ethical violations.**

- **Lempesis took over my case without my prior approval or a clear explanation.**

- **Irregularities in Chris Lempesis' legal practice:**

- **Lempesis used the letterhead of Lempesis Law Firm in his communications with me while also working at Pendarvis Law Firm.**

- **Jessica Pierce, his assistant, appears to work for both firms simultaneously, further complicating the legitimacy of my case transfer.**

- **The email domain used to communicate with me was LempesisLaw.com, yet:**

- **The website currently returns a 403 error, raising questions about whether this is an actual law firm or just a placeholder to cover side dealings.**

- **The firm has zero reviews on the internet, which is highly unusual for an active legal practice.**

- **Company records show Lempesis Law Firm has been registered since 2014, but Wayback Machine reveals that the website was only active when it was operated by a different person—Charles B. Lempesis, who passed away in 2019.**

- This suggests Derrick was **anticipating a disciplinary complaint** and acting preemptively to shield himself.

5. Unprofessional Conduct & Misrepresentation of My Legal Background

- **Lempesis argued that I should have understood legal terms better because I am a lawyer—despite the fact that my training is in Russian law, not U.S. law.**
- This was an attempt to **shift blame away from their firm’s failure to communicate properly** and handle my case professionally.

I trust that this information will be **reviewed accordingly and referred to the appropriate disciplinary body** if necessary.

10. Did you pay court costs or filing fees in advance? No:
11. List, as best you can recall, each time you met with the Lawyer and state how long each office visit lasted:
Thursday, March 2, 2023 – 1,5 hours
Tuesday, August 13, 2024 – 1.5 hours
12. List, as best you can recall, each time you discussed your legal matter by telephone with the Lawyer and state how long each telephone call lasted:

To the best of my recollection, **I did not have direct phone conversations with Brooks Derrick himself.** However, I had approximately **5 to 7 phone calls over two years with his assistants and another attorney from his firm, Scott.**

- **Most of my communication was handled via email**, and I did not keep a detailed record of phone calls, as I expected case updates to be provided through written correspondence.
- **The phone calls with assistants and Scott Spann generally lasted between 5 to 20 minutes each**, depending on the topic being discussed.
- The calls primarily focused on **case status updates, document requests.**
- At times, these calls lacked substantive progress, requiring me to follow up via email to ensure that issues were properly addressed.

13. List all legal papers, if any, the Lawyer prepared for you. Attach copies to this application:

Contract and Authorizations

- **2023-07-12 Legal Services Agreement - Andrei Savenkov**

- **2023-07-13** HIPAA Authorization
- **2023-07-13** HIPAA Authorization - Verification
- **2023-07-12** DLO v2103 Agreement

Correspondence

- **2023-03-03** Fax: CW to Nationwide re LOR
- **2023-03-03** Letter: CW to Nationwide re Dec Page Request
- **2023-03-06** Letter: CW to State Farm re UIM Dec Page Request
- **2023-03-06** Letter: Nationwide to BD re Signed Certified Mail Receipt
- **2023-03-10** Letter: State Farm to BD re Signed Certified Mail Receipt
- **2023-03-31** Liability Dec Page from Nationwide
- **2023-04-06** AS to CW & SD re Vituity Bill Payment
- **2023-04-06** AS to SD re Auto Insurance Card
- **2023-04-06** Progressive Insurance Card
- **2023-04-07** AS to SD re Cora PT Lien
- **2023-04-07** AS to SD re Innervision Appointment
- **2023-04-13** TR-310
- **2023-04-14** UIM/PIP Dec Page from State Farm
- **2023-04-18** Letter: CW to Progressive re Dec Page Request
- **2023-04-21** Letter: Progressive to BD re Claim Information
- **2023-04-21** Letter: Progressive to BD re Signed Certified Mail Receipt
- **2023-05-17** Letter: Cora to BD re Health Insurance Claim Form
- **2023-05-30** Letter: Cora to BD re Health Insurance Claim Form
- **2023-06-07** Letter: Cora to BD re Health Insurance Claim Form
- **2023-06-17** Letter: Cora to BD re Health Insurance Claim Form

- **2023-06-22** AS to SD re Next Steps
- **2023-07-01** Letter: USAA to BD re EOR and Health Insurance Form
- **2023-07-14** Letter: BD to Nationwide re Liability Demand
- **2024-03-11** AS to SD re Update Requested
- **2024-03-13** Surgical Estimate
- **2024-04-03** Updated Demand to Nationwide with Recommendation
- **2024-04-16** Updated Demand Enclosures
- **2024-04-16** Updated Demand Letter to Nationwide (CW Draft)
- **2024-04-24** Letter: Nationwide to BD re Settlement Offer
- **2024-06-21** Letter: Nationwide to BD re Request for Contact
- **2024-07-31** Letter: Nationwide to BD re Request for Contact
- **2024-08-20** Letter: Nationwide to BD re Request for Contact
- **2024-09-10** Letter: Nationwide to BD re Settlement Check
- **2024-09-18** Letter: Nationwide to BD re Release of All Claims
- **2024-12-16** Fax: BD to Bon Secours re Request for Refund (x2)
- **2024-12-16** Letter: Bon Secours to BD re Response to Refund Request
- **2025-01-08** Letter: Nationwide to BD re Settlement Check Status
- **2025-01-09** Fax: BD to Bon Secours re Updated Refund Request
- **2025-01-23** Fax: BD to Bon Secours re Request for Proof of Patient Agreement
- **2025-01-23** Letter: CW to Insurance re PIP Demand
- **2025-01-24** PIP Demand
- **2025-01-30** Letter: Ciox Health to BD re Authorization for Use or Disclosure

Emails

- **2023-04-07** Savenkov and Office re MRI Scheduling
 - **2023-04-23** Savenkov to Office re Meeting Request
 - **2023-06-22** CW to Client re Case Update
 - **2023-06-26** Injury Medicine to CW re Client Records
 - **2023-07-14** CW to Client re Case Update & Demand Link
 - **2023-08-04** Nationwide to CW re Confirmation of Offer
 - **2023-09-06** Client to CW re Request for Update & CW's Response
 - **2023-09-12** CW to Client re Future Care Estimate
 - **2023-09-19** CW to Client re Missed Call
 - **2023-09-28** CW to Client re Case Update
 - **2023-10-17** CW to Client re Request for Call
 - **2023-11-28** Nationwide Adjuster to CW re Property Damage
 - **2024-01-26** Injury Medicine to CW re Updated Records
 - **2024-04-16** CW to Client re Link to Updated Demand
 - **2024-04-24** Office to Savenkov re Meeting Request
 - **2024-05-09** CW to Client re Case Update
 - **2024-06-10** Savenkov to Office re Offer Follow-up
 - **2024-07-06** Savenkov to Office re Meeting Request
 - **2024-09-26** CW to Cora PT re Request for Updated Balance
 - **2024-10-07** CW to Bon Secours re Reduction Request
 - **2024-11-20** Office to Savenkov re Questions on Bon Secours
 - **2025-01-09** Office to Savenkov re Complaint Threat and Concerns
 - **2025-01-13** Office to Savenkov re Response to Questions
-

Liens and Subrogation Interests

- **2023-04-13** Southeastern Medical Solutions Lien for Medical Services
- **2023-XX-XX** Medical Lien Signed by Andrei Savenkov

Medical Records

- **2023-04-06** Bon Secours ER Physicians Bill
- **2023-04-17** Bon Secours ER Simpsonville Billing
- **2023-04-17** Bon Secours ER Simpsonville Records
- **2023-04-19** CT Scan Invoice - Left Foot
- **2023-04-19** CT Scan Report - Left Foot
- **2023-05-29** Upstate Carolina Billing
- **2023-06-26** Carolina Spine Easley Medical Records & Billing
- **2023-07-13** CORA PT Medical Records
- **2023-08-10** Injury Medicine Bills & Records
- **2023-09-30** American Health Imaging Billing & Records
- **2024-01-26** Injury Medicine Carolina Spine Records
- **2024-03-12** Surgical Estimate

Settlement Documents

- **2024-11-01** Proposed Settlement Distribution Statement
- **2024-11-11** Settlement Distribution Statement (Final)
- **2024-09-26** Settlement Distribution Statement v7
- **2024-10-16** Settlement Distribution Statement (Revised)

14. List all court appearances the Lawyer made on your behalf and state the amount of time each hearing or trial lasted.

NONE

15. What is the status of your legal matter at this time?

The **settlement has not been finalized, and I have not signed any agreement.** While negotiations have taken place, no binding resolution has been reached.

At this stage:

- **I have not received the final settlement funds.**
- **I have not signed any settlement agreement.**
- **I have ongoing concerns about the legal handling of my case**

Given these unresolved issues, my legal matter remains **open** and requires further review to ensure a fair resolution.

16. List names, addresses, and telephone numbers of individuals who may have information about your fee dispute AND would be comfortable speaking to the board if we cannot locate you:

I do not have a designated legal representative or a personal witness specifically assigned to this fee dispute. However, the following individuals and entities were directly involved in my case and may have relevant knowledge regarding the handling of my legal matter and the disputed fees. Their willingness to speak to the board is unknown, but they possess firsthand information on key issues:

Legal Professionals Involved in My Case:

- **Christopher Lempesis** – Lempesis Law - 73 Sea Island Parkway, Unit 16, Beaufort, SC 29907 - (843) 379-9356 — handled my case after withdrawal of Michael Brooks Derrick
- **Jessica Pierce** – Lempesis Law - 73 Sea Island Parkway, Unit 16, Beaufort, SC 29907 - (843) 379-9356 – paralegal involved in client file transfers
- **Scott Span** - 224 NE Main Street, Simpsonville, SC, 29681 - (864) 757-0757 – **Attorney from Derrick Law Office**, participated in my case
- **Savannah Davenport** - 224 NE Main Street, Simpsonville, SC, 29681 - (864) 757-0757 – Paralegal at Derrick Law Office, involved in case management
- **Christin Williams** - 224 NE Main Street, Simpsonville, SC, 29681 - (864) 757-0757 – Paralegal at Derrick Law Office, involved in case management

Medical & Insurance-Related Contacts:

- **Bon Secours Medical Billing Department** – 3970) GRANDVIEW DR, SIMPSONVILLE, SC, 29680 - 888-538-3832 - Can confirm my attorney's failure to properly negotiate bill reductions

- **Vituity South Carolina (Billing provider for Bon Secours)** – 2100 POWELL ST STE 400, EMERYVILLE, CA, 94608 - 864-255-1000 - Attorneys failed to contact them; assuming bill reductions were too complicated

- **Cora Physical Therapy** – 3707 Shawnee Rd, - Lima, OH 45806 - 866-493-9410 - I was referred there for medical treatment; the bills were not reduced until months later, only after I reminded the attorney

Other Key Witnesses:

- **Jordan Kolarik** – 5705 State Park Road, Travelers Rest, South Carolina, 29690 - +1 (864) 484-3044 - My girlfriend at the time of the accident, also represented by Brooks Derrick; She was driving the car when the accident happened, she accepted a settlement under pressure and disappointment with the case handling.

If additional contacts are required, I am willing to assist in identifying further relevant individuals.

17. Describe what you have done to try to resolve this dispute with the Lawyer (and/or partners or associates of the Lawyer) (for example, telephoned, wrote letters, sued, etc.) and the outcome of your attempts to resolve this dispute. Attach copies of any relevant documents:

I made multiple attempts to resolve this fee dispute directly with Brooks Derrick and his firm before escalating the matter to the **Resolution of Fee Disputes Board**. However, these efforts were met with delays, vague responses, and a failure to properly address my concerns.

1. Request for Justification of Fees (Ignored & Deflected)

- I explicitly **requested a breakdown of the hours worked** by Brooks Derrick, as I was already dissatisfied with the services provided.

- During a **face-to-face meeting on Tuesday, August 13, 2024**, I directly asked Brooks **how much time he had spent on my case**.

- Brooks **admitted that he did not track his hours at all**, making it impossible to justify the legal fee.

- I followed up via email requesting a **clearer breakdown of the work performed**, but he never provided it.

2. Multiple Email Communications Raising Concerns (Delayed or Ignored)

- I repeatedly raised concerns over the **lack of transparency, failure to reduce my medical bills, and delays in my case handling**.

- I requested that I be included in **email correspondence regarding my case**, which was not done consistently.

- When I pushed for explanations, I was often met with **delayed responses or vague reassurances** without substantive resolution.

3. Attempts to Address Medical Bill Mismanagement (No Action Until I Insisted)

- Months after finishing **Cora Physical Therapy**, I had to **remind my lawyer to attempt to reduce the bills**.

- The firm failed to **contact Vituity South Carolina** (Bon Secours' billing provider) because they assumed that **negotiations would be futile**.

- The issue with **Bon Secours bills** was **never properly resolved**, and my attorney **abandoned the matter instead of following through**.

4. When I Offered to Lower His Fee, He Terminated the Contract

- Due to my dissatisfaction with the legal representation, I **proposed a reduction in his contingency fee, considering the significant lack of proper legal work performed**.

- I proposed a fair resolution that would allow me to cover my surgery costs based on the estimate **obtained by my attorney himself**.

- My understanding at the time was that the surgery cost **\$24,254**, not **\$41,229**.

- My proposal was as follows:

How We Close This Case Fairly:

- I would **walk away with enough money to cover my surgery**, based on the estimate **provided by my attorney**.

- Any **remaining gap between the settlement and the actual surgery cost** would be **covered from my attorney's contingency fee**, after all medical expenses had been paid.

- Once finalized, we would **part ways amicably**, and this matter would be closed with **no further dealings between us**.

- Instead of discussing or negotiating this proposal in good faith, **the attorney immediately terminated the agreement**.

- This abrupt termination **further confirms that his priority was securing his full fee rather than ensuring a fair resolution** for his client.

18. Has the Lawyer acknowledged to you that your request for a refund is valid?

No ☒

19. Describe any civil, criminal, or disciplinary proceedings you intend to bring or that you have already begun against the Lawyer based on the facts set forth in this application. Include the location and status of any such proceeding(s), as well as your involvement and any amounts awarded to you in such proceeding(s):

At this time, I have not yet initiated any formal civil or criminal proceedings against Brooks Derrick. However, I **intend to file a complaint with the South Carolina Office of Disciplinary Counsel (ODC)** regarding multiple ethical concerns related to his handling of my case. There are **no ongoing civil or criminal proceedings** related to this matter at this time, but I reserve the right to pursue additional legal action if necessary.

20. If you have been reimbursed by anyone for any portion of the fees you paid, state the amount received, the person/entity who made the payment, and the date of payment:
I haven't been reimbursed
21. How did you learn of the Resolution of Fee Disputes Board?
Google
23. Do you have an attorney representing you in this fee dispute? If so, please list:
I do not have an attorney representing me
24. If you wish to designate another person to act on your behalf regarding this dispute and to receive correspondence or notices for you, please identify that person.
I do not wish to designate another person to act on my behalf

IMPORTANT: LIMITATIONS AND AGREEMENTS

1. I hereby apply to the South Carolina Bar and to the Resolution of Fee Disputes Board to inquire into and resolve what I believe to be a dispute about the legal fee of a South Carolina attorney who represented me in an attorney-client relationship. I understand that by filing this application, I consent to the Board's hearing this matter, and I agree to abide by the Board's decision in the matter. I understand that I may withdraw this application at any time prior to a final disposition by the Board or any assigned member acting for the Board by giving written notice to the South Carolina Bar of my withdrawal of the application. Should I withdraw my application, I understand that I may not thereafter re-file an application involving this same claim with the South Carolina Bar.
2. I hereby certify that the dispute has not previously been submitted to a court, commission, judge, or tribunal for disposition and that there is no action now pending before any court, commission, judge or tribunal to resolve this dispute.
3. I HEREBY ACKNOWLEDGE THAT I MUST KEEP THE CHAIR INFORMED, OF ANY CHANGE IN MY ADDRESS. I UNDERSTAND THAT MY CLAIM MAY BE DISMISSED IF THE CHAIR OR THE INVESTIGATING MEMBER CANNOT FIND ME TO DISCUSS MY CLAIM.

4. I HEREBY CERTIFY THAT I AM THE ACTUAL CLIENT IN THIS MATTER.

Date: _____ Signature of Applicant: _____

I, the undersigned say: I am the Applicant in the above matter, I have read the foregoing Application for Resolution of Disputed Fee and have read the Rules of Procedure, I know the contents thereof, and I certify that the same is true of my knowledge, except as to the matters and things which are therein stated upon my information or belief, and that as to those matters and things I believe them to be true.

I certify (or Declare) under penalty of perjury that the foregoing is true and correct.

Name of Applicant: Andrei Savenkov
Street Address: 112 Robin Hood Road
City: State: Zip: Taylors, South Carolina, 29687

Signature of Applicant: _____

Date: _____

Mail or deliver the completed application to:

Resolution of Fee Disputes Board
South Carolina Bar
Post Office Box 608
Columbia, SC 29202-0608

Notice of Appeal and Petition to Vacate

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS
CASE NO. _____

ANDREI SAVENKOV,	
Petitioner,	NOTICE OF APPEAL AND
v.	PETITION TO VACATE
MICHAEL BROOKS DERRICK, Esq	ARBITRATION AWARD
Respondent.	(Pursuant to SCACR Rule 416, Rule 20)

TO: THE RESPONDENTS ABOVE NAMED AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that the Petitioner, **Andrei Savenkov**, pursuant to Rule 20 of the Rules for Resolution of Fee Disputes (Rule 416, South Carolina Appellate Court Rules), hereby appeals to the Circuit Court of Greenville County and petitions this Honorable Court to **VACATE** the Award of the Fee Disputes Board issued regarding the matter of *Savenkov v. Derrick*.

This appeal is based on the grounds that the Board exceeded its powers, acted arbitrarily and capriciously, and issued an award completely devoid of evidentiary support, in manifest disregard of the express terms of the parties' contract and South Carolina law regarding attorney compensation:

JURISDICTION AND VENUE

- **Jurisdiction:** This Court has jurisdiction over this matter pursuant to **Rule 20(a)** of the Rules for Resolution of Fee Disputes (SCACR Rule 416), which explicitly provides that "Any party may appeal the decision of the Board to the circuit court."
- **Statutory Basis for Vacatur:** This Petition invokes **Rule 20(f)(4)**, which authorizes the Court to vacate an award where "The Board exceeded their powers or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made."
- **Venue:** Venue is proper in Greenville County, South Carolina, pursuant to S.C. Code Ann. § 15-7-30, as the Respondent maintains his principal place of business in this county, the legal services were rendered herein, and the arbitration hearing took place within this jurisdiction.
- **Timeliness:** This appeal is filed within thirty (30) days of the receipt of the Board's decision, in strict compliance with Rule 20(a).

I. INTRODUCTION AND SUMMARY

This appeal presents a question of contract integrity and professional responsibility: Can an attorney draft a fee agreement containing a specific clause for withdrawal, trigger that clause by terminating the client "effective immediately," and then ask a Fee Dispute Panel to ignore the clause because applying it would result in a zero fee due to the attorney's own failure to keep records?

The facts underlying this appeal are undisputed and documented by electronic timestamps. The Respondent, M. Brooks Derrick ("Attorney"), sent a termination letter at **2:35 PM** on February 12, 2025, declaring representation ended "effective immediately".² At that precise second, the "date" and time of withdrawal was fixed. Crucially, the insurance carrier had *not* extended any open offer that the Client had accepted, nor was any new offer pending on the table; all prior offers had been rejected by the Client. Exactly six minutes *after* the Attorney terminated his own authority and agency, at **2:41 PM**, the insurance carrier transmitted a new offer of \$47,702.³

Under the plain text of the parties' Fee Agreement, drafted entirely by the Attorney, Section 7 dictates that if withdrawal occurs when "no settlement has been offered," the fee converts to an **hourly rate of \$300.00**.¹

However, the Attorney explicitly admitted in writing on June 11, 2024: **"We don't track hours as all our cases are handled on a contingency basis, so there are no hourly billing records."**⁴ Faced with a contractual provision converting the fee to hourly, and an Attorney who admitted to having zero recorded hours, the law requires a fee of zero dollars (\$300 x 0). Instead, the Panel fabricated a legal fiction, ruling that 2:35 PM and 2:41 PM were "simultaneous," thereby resurrecting a contingency fee right that had been extinguished by the Attorney's own termination letter. This decision violates South Carolina's strict adherence to contract terms, the doctrine of *contra proferentem* (construing ambiguities against the drafter), and the Supreme Court's mandate in *Glasscock v. Glasscock* requiring strict proof of value for attorney fees.

The Panel's decision was not merely an error of fact; it was an arbitrary refusal to apply the governing contract and the rules of evidence. It effectively rewarded an attorney for "dumping" a client minutes before a settlement arrived, and then excused his failure to maintain the records required by the Rules of Professional Conduct. This Court must vacate the Award to preserve the integrity of attorney-client contracts in this State.

II. STANDARD OF REVIEW

South Carolina law and Rule 20(f) of the Rules for Resolution of Fee Disputes authorize the Circuit Court to vacate an award where the arbitrators:

1. **Exceeded their powers:** By rewriting the contract or dispensing their own brand of industrial justice rather than interpreting the agreement. See *Trident Technical College v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 333 S.E.2d 781 (1985) (arbitrators exceed their powers when they re-write the contract).
2. **Acted arbitrarily or capriciously:** By issuing a decision devoid of evidentiary support or in manifest disregard of the law. See generally, *Pittman v. Coast Postal Life Ins. Co.*, 424 S.C. 239 (Ct. App. 2018) (defining arbitrary as "without adequate determining principle").

Here, the Board exceeded its powers by ignoring the "law of the case", the Contract, and acted arbitrarily by awarding a fee based on "hourly" conversion logic without a single hour of evidentiary proof.

III. FACTUAL BACKGROUND

The timeline of events is documented by electronic timestamps and the Attorney's own admissions. These facts were presented to the Panel, which chose to disregard them.

A. The Contractual Relationship

On March 2, 2023, the Appellant retained the Respondent to represent him in a personal injury matter arising from a motor vehicle accident that occurred on February 17, 2023. The relationship was governed by a "Legal Services Agreement" drafted entirely by the Attorney. Two sections are dispositive:

1. **Section 3 (Fees):** Establishes a contingency fee of 33.33% of the "total recovery" if settlement is reached before filing a lawsuit.¹
2. **Section 7 (Withdrawal):** Provides the specific mechanism for calculating fees if the Attorney withdraws. It states: "In the event of the withdrawal of representation... you agree that we are entitled to a fee on the same schedule as under section (3) of any settlement offered as of that date. But, in the event that **no settlement has been offered**, the contingency fee schedule will be converted to an **hourly rate contract**, and we will be entitled to a fee of **\$300.00 per hour**, for the estimated amount of legal work performed to date..."¹

This clause created a binary fee structure upon withdrawal:

- **Condition A:** Offer exists -> Fee is % of Offer.
- **Condition B:** No offer exists -> Fee is Hourly (\$300/hr).

B. The Pattern of Neglect and "Dump and Sue" Tactics

The Attorney's representation was marked by delays, lack of transparency, and a failure to perform basic duties, which contextualizes the eventual withdrawal.

- **Medical Billing Failures:** The Client repeatedly flagged issues with Bon Secours billing, noting that the hospital failed to diagnose a fracture and failed to apply self-pay discounts. The Attorney's office delayed addressing these issues until *after* the Client had already paid the bills, resulting in a denial of refunds.
- **Communication Breakdown:** On September 6, 2023, the Client formally complained about a "communication breakdown," noting he was not receiving correspondence.¹ The Attorney admitted, "I'm very sorry that you feel there's been a communication breakdown".
- **Refusal to Litigate:** By August 2024, the Client was dissatisfied with the pre-suit offers (\$40,000 range) and instructed the Attorney to file suit or get a better offer. The Attorney resisted, citing that "Greenville County is also known for its conservative juries" and pushing the Client to settle to avoid the "18+ months" of litigation.

C. The Fatal Admission: "No Hourly Billing Records"

On June 10, 2024, the Client requested a "Table of hours spent on my case with a detailed breakdown of the tasks performed".

On June 11, 2024, the Attorney replied with a fatal admission:

"We don't track hours as all our cases are handled on a contingency basis, so there are no hourly billing records."⁴

This admission stands as a judicial confession that the Attorney failed to maintain the records necessary to calculate a fee under Section 7's "hourly rate contract" provision.

D. The "Six-Minute Gap" Timeline

By February 2025, the relationship was irretrievably broken due to the Client's insistence on aggressive representation and the Attorney's desire to close the file.

- **February 12, 2025, 2:35 PM:** The Attorney sent a Termination Letter to the Client via email. The letter stated: "**Effective immediately**, the representation provided by DLO... is hereby terminated."²
 - *Legal Status at 2:35 PM:* The Attorney-Client agency relationship ended. The Attorney had no authority to accept offers or bind the Client.
 - *Settlement Status at 2:35 PM:* The previous offers (\$40k, \$45k) had been rejected. No active offer existed.
- **February 12, 2025, 2:41 PM:** Exactly six minutes *after* the Attorney terminated his own authority, the insurance carrier (Nationwide) sent an email with a new offer of **\$47,702**.³

Because the withdrawal occurred at 2:35 PM, and the offer arrived at 2:41 PM, the condition

precedent in Section 7—"in the event that no settlement has been offered"—was triggered. The contract, by its own terms, converted to an hourly rate agreement.

E. The Board's Arbitrary Decision

Despite these undisputed facts, the Fee Dispute Panel awarded the Attorney **\$15,741** (33% of the \$47,702 offer).⁵ The Panel justified this by ruling that the withdrawal and the offer were "simultaneous," thereby ignoring the timestamps and allowing the Attorney to collect a contingency fee despite terminating the relationship before the offer was made.

IV. LEGAL ARGUMENT

The Board's decision must be vacated on four distinct grounds: (1) Error of Law in Contract Interpretation; (2) Failure of Proof regarding the hourly fee; (3) Factual Error regarding the "simultaneity" of events; and (4) Violation of Public Policy regarding attorney withdrawal.

GROUND I: ERROR OF LAW IN CONTRACT INTERPRETATION

The Panel Arbitrarily Ignored the Plain Text of Section 7 and the Doctrine of *Contra Proferentem*.

The threshold issue is one of contract law. The Fee Agreement, drafted by the Attorney, provides a specific formula for calculating fees upon withdrawal. The Panel disregarded this formula in favor of an equitable "rough justice" that violates South Carolina law.

A. The "Effective Immediately" Clause Created a Bright Line.

Contract law turns on precision. When the Attorney wrote "Effective immediately" at 2:35 PM, he severed the attorney-client agency relationship. Under South Carolina law, an attorney's authority to bind a client or receive offers on their behalf ends upon termination. See generally, *SC Code of Prof. Resp.* At 2:35 PM, the Attorney was no longer the agent of the Client.

Section 7 of the Fee Agreement is a "shifting fee" provision. It creates a binary state:

1. **Scenario A:** Withdrawal occurs *after* an offer is on the table. -> Fee is Contingency % of that offer.
2. **Scenario B:** Withdrawal occurs *when no settlement has been offered*. -> Fee is Hourly (\$300/hr).

At 2:35 PM, Scenario B was the reality. The previous offers of \$40,000 and \$45,000 had been rejected by the Client in previous correspondence.¹ The new offer of \$47,702 did not exist. The

Panel's finding that the events were "simultaneous" is a physical impossibility and a legal absurdity constructed to save the Attorney from his own drafting. Six minutes is a lifetime in contract formation; offers can be withdrawn or expire in seconds. Electronic timestamps are absolute.

B. Ambiguities Must Be Construed Against the Attorney (*Contra Proferentem*).

Even if the phrase "as of that date" in Section 7 were considered ambiguous (i.e., does "date" mean the calendar day or the specific time?), South Carolina law mandates that such ambiguity be resolved strictly against the drafter—specifically when the drafter is an attorney dealing with a client.

In *Lister v. NationsBank*, 329 S.C. 133 (Ct. App. 1997), the Court of Appeals reaffirmed that ambiguous contracts are construed against the drafter. This principle is elevated in the attorney-client context. In *Lockaby v. O'Keeffe*, the courts applied strict scrutiny to fee agreements, ensuring attorneys do not benefit from vague language they authored.

Here, the Attorney chose the specific triggers for his fee. He chose to terminate "immediately" rather than waiting for the offer he likely knew was coming. He cannot now ask the Board to "round up" the time to rescue his fee. If he wanted the fee to apply to offers received "within 24 hours of withdrawal," he could have written that. He did not. He wrote "as of that date." In the context of electronic communications, "date" includes the timestamp.

By ruling the events "simultaneous," the Board engaged in reformation of the contract, effectively rewriting "as of that date" to mean "as of that date, or within a reasonable time thereafter." This exceeded the Panel's authority under *Trident Technical College*, which prohibits arbitrators from rewriting contracts.

GROUND II: FAILURE OF PROOF

Awarding Fees Without Timesheets Violates *Glasscock v. Glasscock* and the Contract Terms.

Once it is established that the contract converted to an "hourly rate contract" under Section 7, the Attorney bore the burden of proving the number of hours worked. His failure to do so is fatal to his claim.

A. The Contract Converted to Hourly (\$300/hr).

Because no offer existed at 2:35 PM, the contract converted to hourly. The calculation became simple: (Hours Worked) x (\$300.00).

B. The Attorney Admitted He Had No Evidence of Hours.

The Attorney's email of June 11, 2024, is a judicial admission: "there are no hourly billing

records."¹ Under South Carolina law, a party claiming damages (here, unpaid fees) bears the burden of proving those damages with reasonable certainty. *Gray v. Southern Facilities, Inc.*, 256 S.C. 558 (1971). One cannot prove "hours worked" with reasonable certainty when one admits to keeping no record of them.

C. *Glasscock v. Glasscock* Prohibits "Guesstimate" Fees.

The seminal case of *Glasscock v. Glasscock*, 304 S.C. 158 (1991), establishes the factors for reasonable attorney fees in South Carolina. The first and most critical factor is "the nature, extent, and difficulty of the legal services rendered." Implicit in *Glasscock* is the requirement of evidence.

While *Glasscock* allows for quantum meruit recovery where a contract is void or terminated, subsequent SC jurisprudence clarifies that attorneys cannot recover fees based on "estimates" or "flat percentages" when they fail to keep records. In *In re Anonymous Member of the Bar*, 287 S.C. 250 (1985), the Supreme Court admonished attorneys for failing to keep records, noting that without them, assessing the "time and labor required" is impossible.

By awarding \$15,741, the Panel effectively awarded **52.47 hours** of work (\$15,741 / \$300). There is **zero evidence** in the record that the Attorney worked 52 hours. He might have worked 10. He might have worked 100. Without records, the award is purely speculative. A court (or Board) cannot pull a number from thin air to satisfy a feeling of fairness. If a contractor sues for time and materials but admits he lost his timesheets and receipts, he gets nothing. An attorney is held to a higher, not lower, standard.

The Attorney may argue that he "estimated" his time. But in a fee dispute, self-serving *post hoc* estimates are insufficient to overcome the burden of proof, especially when contradicted by a written admission that "no records" exist. The Board's decision to award a fee equivalent to 52 hours of work without a shred of proof is arbitrary and capricious.

GROUND III: FACTUAL ERROR AND PHYSICAL IMPOSSIBILITY

The Finding of "Simultaneity" is False.

The Panel's justification rests on the finding that the withdrawal (2:35 PM) and the offer (2:41 PM) were "simultaneous." This is factually incorrect and legally unsustainable.

A. Electronic Reality

In the digital age, timestamps are absolute. 2:35 PM is distinct from 2:41 PM. There is no "simultaneity" in email servers. One event happened; then, six minutes later, another event happened. To rule otherwise is to deny physical reality.

B. Causation and the "Fruit of the Tree"

The Attorney argues the offer was the "fruit" of his labor. However, he voluntarily severed the tree before the fruit fell. He chose to fire the client *before* securing the result. Causation is irrelevant to the specific contractual trigger he drafted. The contract does not say "any settlement resulting from our efforts." It says "any settlement **offered as of that date.**"

C. Revocation of Authority

At 2:36 PM, 2:37 PM, 2:38 PM... the Attorney had no authority to accept an offer. If the Client had called Nationwide at 2:40 PM and said "My lawyer is fired, I accept nothing," the offer at 2:41 PM might never have been sent or would have been directed to the Client. The Attorney cannot claim credit for an event (the offer) that occurred when he was a legal stranger to the transaction.

GROUND IV: PUBLIC POLICY

Constructive Discharge and "Dump and Sue" Tactics Should Not Be Rewarded.

The record suggests the Attorney engaged in "constructive discharge", withdrawing from the case because the Client was "difficult" or asking too many questions, but timing the withdrawal to try and capture the fee.

A. The Right to Terminate

Public policy in South Carolina protects the client's right to sever the relationship. Conversely, when an attorney withdraws, they do so at their peril regarding fees. Rule 1.16 of the Rules of Professional Conduct governs withdrawal. While an attorney *may* withdraw if the client renders representation unreasonably difficult, they must take steps to protect the client's interest.

B. The Perverse Incentive

Allowing an attorney to:

1. Draft a strict contract with a "poison pill" withdrawal clause;
2. Keep no time records (in violation of best practices);
3. Withdraw "immediately" to avoid dealing with a client demanding litigation; and
4. Still claim a full contingency fee based on an offer received after he quit;
...sets a dangerous precedent. It encourages attorneys to "fire" clients the moment a settlement seems imminent but before the hard work of litigation begins, knowing the Bar Board will award them the fee anyway based on "simultaneity."

Strict enforcement of the "Hourly Rate" clause in Section 7 is the only remedy that holds the Attorney accountable for his own contract and his own failure to keep records. It aligns with

the public policy of encouraging attorneys to maintain accurate records and to draft clear, fair fee agreements.

V. ANALYSIS OF CASE LAW AND AUTHORITY

The Appellant relies on the following South Carolina authorities which mandate vacatur of the Award.

A. *Glasscock v. Glasscock* and the Necessity of Proof

In *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991), the South Carolina Supreme Court established the six factors for determining the reasonableness of an attorney's fee. The first factor is "the nature, extent, and difficulty of the legal services rendered." The second is "the time and labor necessarily devoted to the case."

By admitting "we don't track hours" ¹, the Attorney admitted he could not satisfy the second *Glasscock* factor. In *Scott v. Key*, 429 S.C. 396 (Ct. App. 2019), the Court of Appeals emphasized that fee awards must be supported by *specific findings of fact* regarding these factors. A Board decision that awards a fee without evidence of time spent violates the evidentiary mandate of *Glasscock*.

B. *Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc.*

In *Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc.*, 320 S.C. 49, 463 S.E.2d 85 (1995), the Supreme Court reiterated that contracts must be construed to give effect to the parties' intentions as expressed in the four corners of the document. The Board's decision to ignore the "hourly rate" conversion clause in Section 7 violated this fundamental canon of contract construction. The Board effectively excised Section 7 from the agreement, an act beyond its authority.

C. *In re Anonymous Member of the Bar*

In *In re Anonymous Member of the Bar*, 287 S.C. 250 (1985), the Supreme Court discussed the attorney's lien and the right to fees. The Court noted that an attorney who withdraws without just cause may forfeit their right to a fee entirely. Here, the Attorney withdrew voluntarily. While he may claim "just cause" due to the Client's behavior, the Fee Agreement *anticipated* withdrawal and provided a specific remedy: the hourly rate. By refusing to apply that remedy,

the Board allowed the Attorney to withdraw *and* keep the contingency benefit, a "have your cake and eat it too" result that is inequitable and legally baseless.

D. Restatement (Second) of Agency § 118

Under the law of agency, applicable in South Carolina, "Authority terminates if the principal or the agent manifests to the other dissent to its continuance." Restatement (Second) of Agency § 118.

The Attorney's email at 2:35 PM was a "manifestation of dissent to continuance." From that moment, his authority ceased. Any offer received thereafter was received by the Client (or his new agent), not the Attorney. The Attorney cannot claim a contingency fee on a result achieved after his agency ended.

VI. CONCLUSION AND RELIEF SOUGHT

The Board's decision is a masterclass in arbitrariness. It ignores the clock (2:35 vs 2:41), ignores the contract (contingency vs. hourly), and ignores the rules of evidence (burden of proof).

The Attorney drafted the contract. He chose not to track hours. He chose to withdraw "immediately" before an offer was in hand. He must live with those choices.

The "Hourly Rate" clause controls. The rate is \$300.00. The proven hours are 0.

WHEREFORE, Appellant Andrei Savenkov respectfully requests this Court enter an Order:

1. VACATING the Award of the Fee Disputes Board pursuant to Rule 20(f)(4) of SCACR Rule 416;
2. FINDING that under Section 7 of the Legal Services Agreement, the Respondent's fee structure converted to an hourly rate upon withdrawal;
3. FINDING that Respondent failed to meet his burden of proof regarding the hours worked due to the admitted absence of time records;
4. MODIFYING the award to reduce the attorney's fee to \$0.00; or, in the alternative, remanding the matter to the Board with strict instructions to calculate the fee solely based on proven, documented hours at the contract rate of \$300.00 per hour;
5. AWARDING Petitioner the costs of this action; and
6. Granting such other and further relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED,

Andrei Savenkov
Appellant Pro Se
112 Robin Hood Rd.
Taylors, SC 29687
Date: December 05, 2025

ADDENDUM: TABLE OF AUTHORITIES

South Carolina Cases:

- *Glasscock v. Glasscock*, 304 S.C. 158, 403 S.E.2d 313 (1991).
- *Gray v. Southern Facilities, Inc.*, 256 S.C. 558, 183 S.E.2d 438 (1971).
- *In re Anonymous Member of the Bar*, 287 S.C. 250, 335 S.E.2d 803 (1985).
- *Lister v. NationsBank*, 329 S.C. 133, 494 S.E.2d 449 (Ct. App. 1997).
- *Lockaby v. O’Keeffe*, 385 S.C. 191 (Ct. App. 2009).
- *Pittman v. Coast Postal Life Ins. Co.*, 424 S.C. 239 (Ct. App. 2018).
- *Scott v. Key*, 429 S.C. 396 (Ct. App. 2019).
- *Tommy L. Griffin Plumbing & Heating Co. v. Jordan, Jones & Goulding, Inc.*, 320 S.C. 49, 463 S.E.2d 85 (1995).
- *Trident Technical College v. Lucas & Stubbs, Ltd.*, 286 S.C. 98, 333 S.E.2d 781 (1985).

Rules and Statutes:

- Rule 20, Rules for Resolution of Fee Disputes (SC Bar).
- Rule 1.5, South Carolina Rules of Professional Conduct.
- Rule 1.16, South Carolina Rules of Professional Conduct.

Secondary Sources:

- *Restatement (Second) of Agency* § 118.
- *Restatement (Second) of Contracts* § 206 (*Contra Proferentem*).

EXHIBIT INDEX

Exhibit 1: Fee Agreement (Contract)

Exhibit 2: Termination Email dated Feb 12, 2025, 2:35 PM

Exhibit 3: Nationwide Offer Email dated Feb 12, 2025, 2:41 PM

Exhibit 4: Attorney Email dated June 11, 2024 ("No hourly billing records")

Exhibit 5: Fee Dispute Board Award Decision

DOCKET NO.
2025-CP-23-07958

MICHAEL BROOKS DERRICK,
Respondent.

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

ANDREI SAVENKOV, *Pro Se*

For the Petitioner,

MICHAEL BROOKS DERRICK, *Esquire*
Brooks Derrick Accident & Injury Lawyers
224 NE Main Street
Simpsonville, SC 29681

Attorney for the Respondent.

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FEBRUARY 24, 2026 - MOTION HEARING

*** Beginning of hearing was either muted or unrecorded. Detectable audio begins at 1:50:29. Audio for Judge throughout is very garbled and mostly inaudible.

PETITIONER'S ARGUMENT ON MOTION

MR. SAVENKOV: ... withdrawal is quote "at your request," meaning, the client's request, mine. But undisputed facts show that I did not request his withdrawal. Respondent terminated representation on his own, effective immediately. He had no contractual right to -- for a percentage fee.

Second, Section 7 states, in the event that no settlement has been offered, the consi -- cont -- contingency fee schedule will be converted to an hourly rate contract. At exactly 2:35 p.m. on February 12th, when Respondent terminated representation, no settlement offer existed. The \$47,000.00 offer arrived at 2:41, six minutes after termination.

The Board acknowledged the timeline, but ruled the events were simultaneous. That was not interpretation, it was information. The Board re-word -- rewrote the contract ignoring the words, at your request, and ignoring the six minute gap. The Board changed Section 7 to read no settlement offered, or

one arriving within minutes thereafter. Just as in Trident Technical College v. Lucas & Stubbs, where the Court held arbitrators cannot rewrite clear terms to dispense their own industrial justice. The Board here exceeds its power by ignoring the exact text.

Furthermore, under the recent South Carolina Supreme Court precedent Waldo versus Cousins, from (2024), an arbitration board exceeds its power when it demonstrates and manifests this record of clear law and contractual curbs. The Board knew the exact time line, but eventually disregarded the six minute gap to protect the attorney's percentage fee.

Restatement of contracts, section 206, and the [Inaudible -- muffled/muted] compel this result. The contract was drafted entirely by Respondent. He chose the words effectively immediately and as of the date, he cannot now seek equitable rounding.

Number two - the Board acted arbitrarily -- arbitrarily by awarding fees without proof. After wrongly applying the percentage fee formally, the Board compounded its error by ignoring the total lack of evidence for the fee amount. Under Section 7s hourly conversion, the math is hours worked multiplied by \$300.00. Respondent admitted in his June 11th email, we do not track hours as all of our cases are handled

on a contist -- consistent -- what a word, on a thirty-three percent basis. So, there are no hourly billing records.

Despite Rule 1.58, require the fees to be based on the time and labor required, the Board awarded \$16,741.00, and at \$300.00 per hour, this equals exactly 52.47 hours of legal work. The record contains zero time, and zero billing records, zero documentary evidence supporting 52 hours of work.

Respondent expli -- explicitly admitted this. I direct the Court's attention to Exhibit 4, that's email dated June 11th, where he states we don't track hours as all of our cases are handled on contingency basis. So, there are no hourly billing records.

Just as in Glasscock versus Glasscock, where the Supreme Court required that attorney fees must be supported by specific findings regarding the time and labor necessarily that went into the case, the Board here failed to make those five -- findings. They could not make them because Respondent explicitly admitted he doesn't track hours.

An award based on estimated hours, which is directly contradicted by written statement that no record exists is a manifest disregard under -- of the law under Rule 20(f)(3).

1 And number three, the Board failed to apply the
2 correct legal standards to a contractual trigger. The
3 Board's finding that the events [Inaudible --
4 muffled/muted] ignores the reality of contract timing.
5 Electronic time stamps are absolute. Six minutes is
6 not simultaneous, it's six minutes. Under agency law,
7 specifically the Statement of Agency Section 118,
8 Respondent's power to act or decline ended permanently
9 at 2:35 p.m.

10 Like any terminated agent, Respondent became a
11 legal stranger to me at the -- at that exact minute.
12 He cannot claim a percentage of fee for a settlement
13 received once he was no longer the client's agent. The
14 Board's decision creates a -- [Inaudible --
15 muffled/muted]. An attorney could quit right before
16 an expected settlement and still capture the fee by
17 arguing substantial contribution. Section 7 was
18 written specifically to prevent this. The Board has
19 no authority to substitute its equitable judgment for
20 the parties who are being true.

21 And in the conclusion, the Board decision
22 violates the cardinal rule of arbitration.
23 Arbitrators interpret the contracts, they do not re-
24 write them. Here, the Board reformatted Section 7,
25 ignored Section 3, awarded over 52 hours of

1 compensation without a single hour of proof, and
2 substituted its policy preference for the [Inaudible
3 -- muffled/muted] strict agreement.

4 I ask the Court to vacate the award under Rule
5 20(f)(3). The contract converted to hourly at 2:35
6 p.m. The rate is \$300.00. The course hours -- the
7 proven hours are zero. The [Inaudible --
8 muffled/muted] must be zero. And I respectfully
9 request that this Court vacate the award -- the awards
10 of -- these awards. Find that Section 7 converted to
11 hourly rate was wrong. Find that Respondent has failed
12 to meet his burden of proof and [Inaudible --
13 muffled/muted] the awards to zero dollars.

14 RESPONDENT'S ARGUMENT ON MOTION

15 MR. DERRICK: Thank you, Your Honor. May it
16 please the Court. I'm Brooks Derrick, I'm an injury
17 lawyer out in Simpsonville, South Carolina. This Court
18 should deny the request and affirm the Board's decision
19 because our fee was reasonable and Petitioner has
20 failed to allege a single fact that would satisfy any
21 of the prongs that the Court mentioned under Rule 20.
22 I won't go through those, you've already done that.

23 I'm -- and so -- I've owned my practice since of
24 -- since '08. We've done almost exclusively injury
25 work since for over -- the better part of ten years,

1 which is seemingly why the Petitioner hired us in March
2 of 2023 for his 2023 -- February of '23 crash. At
3 that time, he's right, we -- we'd signed the fee
4 agreement. That fee agreement contains the Paragraph
5 7 that he's outlined. And we -- through the course
6 I'll describe here in a second, through the course of
7 over a year or so of representation, secured multiple
8 offers from Nationwide starting with \$15,000.00 and
9 going to \$47 -- \$47,000.00.

10 When he first came in the door, he'd only treated
11 at the ER, had some pain in a foot. We arranged for
12 treatment for him at a ortho -- orthopedic surgeon.
13 That orthopedic found a hairline fracture in his foot
14 and referred him to physical therapy. He went to
15 physical therapy, but after nine visits the physical
16 therapist discharged him and quote "did -- he did not
17 return to therapy and cancelled or no showed over eight
18 times."

19 So, we sent our initial demand letter on his
20 behalf in 2023 with about nine grand in meds and seven
21 fifty-ish in lost wages and we got a first offer back
22 from Nationwide of \$15,000.00 in August of 2023. I
23 talked to the Petitioner, they -- he decided that was
24 not -- was not good enough and sought additional
25 treatment. So, we arranged him to get back to the

1 orthopedist and he followed the treatment, got some
2 injections, had a -- had a decent response to those
3 injections.

4 And in January of '24, the -- there was a surgical
5 recommendation for his hairline fracture. Petitioner
6 declined that surgery and has continued to decline that
7 -- decline that surgery.

8 In March of 2024 we got an estimate or cost
9 projections for that surgery. The following month we
10 sent a demand letter off to Nationwide for that --
11 with the additional medicals, along with that surgical
12 projection. And we received a offer back from them of
13 \$40,000.00 in May of 2024.

14 In June of 2024 I [Inaudible -- muffled/muted] a
15 spinal fusion of my L5/S1, so I was out a little bit..
16 We had -- the Petitioner in my office, along with
17 myself, had some communications about that -- that
18 offer and then we set a meeting in August of 2024 to
19 go over, kind of have a -- you know, the -- should we
20 go to litigation or accept this offer conversation we
21 have with everybody.

22 In that meeting, Petitioner asked me, well, what
23 happens if I fire you right now? And well, I -- several
24 -- I pulled out the fee agreement and I said if you
25 fire me right now, we're entitled to one-third of that

1 \$40,000.00. And he informed me that ChatGPT could
2 have done what we had -- we had done so far, and we
3 ended up having a -- an hour long conversation or I --
4 - I don't even know how long it was. But I -- when I
5 walked out of that meeting --

6 THE COURT: And what time again was that?

7 MR. DERRICK: -- this was in August of '24. So,
8 about -- a little -- maybe a year and a half after his
9 initial crash. We -- I went down and we -- I went
10 down all of the choices about okay, here's the money
11 in your pocket if you -- if you -- if you accept now.
12 And I told him at that time, I'm -- we're never going
13 to take more money than you. I know that the numbers
14 right now, if you look at the sheet, they look -- they
15 look unfair, and that's one of the things he pointed
16 out in that meeting - they look unfair. .

17 I said they do look unfair, but I'm not going to
18 take any more money than you; never have and never
19 will. And so let us -- if you -- if you want us to do
20 this, we can accept the forty, we'll reduce our --
21 reduce our fee, we'll get the reductions from the
22 medical providers and we'll see what it looks like.
23 Right?

24 And in that meeting, he tell -- he told us I'll
25 accept anything over \$40,000.00. So, we had gotten

1 forty, so he wanted us to go get forty-one or more.
2 Right? And so, after that meeting, about a month later
3 we get another offer from Nationwide for \$45,000.00,
4 okay? And I convey that offer to the Petitioner. He
5 says that he won't accept it until he sees the medical
6 reductions, those results, and what my -- and my fee
7 reduction, what that's going to look like.

8 And so, we start negotiating the medical liens,
9 medical provider balances down. From September of 2024
10 until January of 2025, the relationship just
11 completely deteriorates. It was already on rocky
12 ground at that August meeting, but it completely falls
13 apart leading into January of '25.

14 I'm -- I get repeated emails back asking questions
15 that seemingly are without context. They don't have
16 any -- seems like they don't have any memory of prior
17 -- prior communications that we have had. I -- I
18 assume that the information is being -- each individual
19 email that I'm being -- that I'm sent out is being fed
20 into ChatGPT and it's giving him an isolated response
21 to that one email. So, I'm getting all of this --
22 these response -- responses from him that I cannot
23 figure out how to re -- to reply appropriately and
24 that satisfies the repeated kind of fireworks from him.

25 In January of 2025 we sent another demand on his

1 behalf. We found that I think the physical therapist
2 hadn't sent a couple of -- of their insurance billing
3 documentation and we got some more information from
4 his employer about lost wages to kind of build the
5 lost wages claim that we had originally sent off. We
6 sent that information to Nationwide. .

7 While Nationwide is evaluating that demand
8 letter, the Petitioner threatens me with a Bar
9 complaint. In either that email or one following that
10 email, he demands that I use my fee that I'm -- that
11 I'm due under the fee agreement to pay for his future
12 medical care. And during this part of the process, I
13 seek counsel from an ethics lawyer, Chris Lempesis in
14 the lower -- in the Low Country to figure out what the
15 heck I am supposed to do. It is -- and so, I talked
16 to him, we discussed the proc -- the proc -- the --
17 the situation and Mr. Lempesis draws up a -- a
18 termination letter to the Petitioner.

19 That is sent -- in that letter -- in that letter
20 it contains multiple options for the Petitioner to kind
21 of go on, as far as like what we want -- if you want
22 to accept the number that's being offered. At that -
23 - at that snapshot in time, the only offer on the table
24 was \$45,000.00.

25 The -- we send that letter off, just a -- and

1 this is the six minute kind of break there. From the
2 time that we sent off the -- or not we, from the time
3 Mr. Lempesis sent off the termination letter, there is
4 the six minute thing where we receive the \$47,000.00
5 offer, the final offer from Nationwide. And that is
6 the offer that the -- the Petitioner ultimately
7 accepts. And it's my understanding that the medical
8 providers that were negotiated on our -- on our behalf
9 were paid the balance that we negotiated down.

10 And so, I go through all of that to kind of give
11 you a little bit of background on what -- why I believe
12 that the -- the Board's determination was reasonable
13 about our fee and I also think that we worked this
14 case up correctly. And we did a darn good job. We
15 took a -- an initial \$15,000.00 offer and turned it
16 into a \$47,000.00, of which the Petitioner put
17 \$23,000.00 -- over \$23,000.00 in his pocket for a case
18 where he had a hairline fraction, physical therapy he
19 didn't follow up on, and a -- a surgical recommendation
20 he doesn't want.

21 And therefore, we would ask this Court to deny
22 this appeal and affirm the Board's decision because
23 none of the Petitioner's allegations support vacating
24 the Board's decision. And any other result would set
25 a really bad precedent for lawyers and clients in this

1 practicing area who operate under fee agreements, just
2 like this. Thank you, Your Honor.

3 THE COURT: [*** No or garbled audio for 30
4 seconds here - Inaudible].

5 MR. DERRICK: I think that there was a -- that
6 Mr. Lempesis followed -- I'll have to -- I'm -- I'm
7 not 100% sure, but I think this was a second email
8 that kind of went out right -- because -- because I
9 got the notification from -- let me see here, hang on,
10 Your Honor.

11 THE COURT: [*** No or garbled audio for 23
12 seconds here - Inaudible].

13 MR. DERRICK: I think -- no, that -- I'm
14 completely speculating here, I'm -- but I believe that
15 the -- the offer, the \$47,075.00 offer was conveyed to
16 us, potentially over the telephone because the -- I'm
17 -- I'm looking at, and I can pass this up to Your
18 Honor, this is a -- can I -- I show him first, or --

19 THE COURT: Yeah.

20 MR. DERRICK: -- that right there. Mmm hmm.
21 [Affirmative].

22 THE COURT: [Inaudible -- muffled/muted] --
23 but I guess what I was asking for is [Inaudible --
24 muffled/muted]?

25 MR. DERRICK: I think the -- the -- I think the

-- the -- the confusion there might be there was a --
we -- Mr. Lempesis sent the letter. Scott has a
conversation on the telephone with Nationwide about
the \$47,702.00 offer, then Exhibit 2 from Mr. Lempesis
goes out. It says hey, we've got this -- this offer
came through, and then we got the written confirmation
six minutes after that.

THE COURT: What is [Inaudible --
muffled/muted]?

MR. DERRICK: Yes, Your Honor. I don't think --
- I just had that. That's just the one -- I'll hand
it up.

THE COURT: And then this letter -- I guess we
need to make --

MR. DERRICK: Oh, I got this, Your Honor.

THE COURT: -- this is the actual termination
letter?

MR. DERRICK: Yes, Your Honor.

THE COURT: Now, do you want a copy of this
one?

MR. SAVENKOV: No, I have one --

THE COURT: Oh.

MR. SAVENKOV: -- somewhere in my case.

THE COURT: [Inaudible -- muffled/muted]?

MR. SAVENKOV: I am done.

1 THE COURT: Response -- response.

2 MR. SAVENKOV: Right.

3 PETITIONER'S RESPONSE ARGUMENT ON MOTION

4 MR. SAVENKOV: Your Honor, the counsel has just
5 spent his time telling a story, but he completely
6 ignores the contract and the law. Law is kin.

7 He did not explain how an offer arrived six
8 minutes after he quit is simultaneous. He did not
9 explain how he can claim 52 hours of work. And ignored
10 his own contract requirement that a withdrawal must be
11 at your request to claim a percentage fee. [Inaudible
12 -- muffled/muted] motions do not override written
13 agreement.

14 THE COURT: Let me ask you this, if you think
15 this made anything in the agreement and reverse the
16 contingency if the withdrawal [Inaudible --
17 muffled/muted]?

18 MR. SAVENKOV: That wasn't my request. I have
19 never asked him to quit.

20 THE COURT: [Inaudible -- muffled/muted] --

21 MR. SAVENKOV: Huh?

22 THE COURT: -- [Inaudible -- muffled/muted] it
23 converts to a conflict if you request withdrawal, but
24 it doesn't say [Inaudible -- muffled/muted]?

25 MR. SAVENKOV: No, it doesn't say. I never

1 requested that.

2 THE COURT: Right. I'm saying [Inaudible --
3 muffled/muted].

4 MR. SAVENKOV: That's what the Board said. They
5 applied this rule, so they -- they wanted like to do
6 -- to do it in this way. And I'm just arguing with
7 the decision of the Board's -- of the Board.

8 THE COURT: Well, what I'm saying to you, it
9 does convert to a [Inaudible -- muffled/muted].

10 MR. SAVENKOV: Well, I -- I didn't see it this
11 way. So, the thing is that since he has quit, when
12 the case is not done yet, he did not deserve 33%
13 because the case isn't done yet. The settlement hasn't
14 been reached. Yeah, there is an offer somewhere, it
15 wasn't -- it was never accepted. I am not good with
16 \$45,000.00 or \$47,000.00, but I was forced to accept
17 this offer at some point. So, I don't know.

18 THE COURT: Let me look -- look at this and
19 look at stuff that you filed, and then that letter
20 will be, I guess, [Inaudible -- muffled/muted] Exhibit
21 1.

22 MR. SAVENKOV: Sounds good.

23 THE COURT: And I'll let her bring it back and
24 make a copy. Anything else you want to add? I'm just
25 going to look at this and what you filed, and I'll --

1 MR. SAVENKOV: That's fine.

2 MR. DERRICK: And Your Honor, I think that --
3 that letter might be the only thing that the -- the
4 Board did not file in the -- in their -- the filings
5 from the decision.

6 THE COURT: Give them back to him. [Inaudible
7 -- muffled/muted] -- I'm planning on letting you know
8 what I come up with. Thank you.

9 MR. DERRICK: Thank you, Judge.

10 MR., SAVENKOV: Thank you.

11 (End of Proceeding)

CERTIFICATE

I, Tina M. Steinmetz, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in South Carolina Circuit Court 13 for Greenville County, South Carolina, on the 24th day of February 2026.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

May 26, 2026

Tina M. Steinmetz

Tina M. Steinmetz, Transcriber

Attorney Ex. 1

DERICK

LAW OFFICE

Legal Services Agreement

1. **Parties.** This document defines the relationship between this office and you, **Andrei Savenkov**.
2. **Scope.** Our representation is limited to your **02/17/2023 injury claims**. This agreement is not meant to establish a general representation of you concerning any other matters.
3. **Fees.** Our legal fees are calculated on the following schedule:
 - a. If a settlement is reached before a lawsuit is filed, our fee is equal to 33.33% of the "total recovery" before anything is deducted;
 - b. If a settlement is reached or a judgment is entered after a lawsuit is filed, our fee is equal to 40% of the "total recovery" before anything is deducted; or
 - c. If a settlement is reached after the filing of an appeal, the fee is equal to 50% of the "total recovery" before anything is deducted.

But if there is no recovery, you will owe us nothing for legal fees.

4. **Co-Counsel.** We may hire other lawyers to help us with your case, but if we do, we will pay them out of our share. If you were referred to us by another lawyer, we also may pay them out of our portion of the fee.
5. **Expenses.** We will pay the costs and expenses in your case, but you will be responsible for these at the end of the case. You are also responsible for the costs and expenses associated with your case. These costs may include court filing fees, witness fees, court reporter and deposition expenses, postage and overnight delivery charges, and attorney travel expenses. If a recovery is made, we will deduct the costs from your portion of the recovery, but if there is no recovery, you will owe us nothing.

6. **Settlement.** We will notify you when we receive an offer to settle your case, and I will tell you what I think you should do. But the decision to settle is up to you.

7. **Withdrawal.** This office accepts this engagement on the condition that there appears to be a recoverable claim, but we may withdraw from representation if we discover that recovery is unlikely or the amount likely to be recovered is too small.

In the event of the withdrawal of representation, at your request, you agree that we are entitled to a fee on the same schedule as under section (3) of any settlement offered as of that date. But, in the event that no settlement has been offered, the contingency fee schedule will be converted to an hourly rate contract, and we will be entitled to a fee of \$300.00 per hour, for the estimated amount of legal work performed to date, plus the costs and expenses incurred.

8. **Civility.** This office is committed to civility, courtesy, and professionalism in the practice of law.

Consistent with the Rules of Professional Conduct, lawyers, opposing parties, witnesses, and other people involved in this case will be treated with respect, courtesy, and fairness at all times. With that in mind, we will (on occasion) grant opposing counsel courtesy extensions of time to answer pleadings, respond to motions, or answer discovery requests.

9. Cooperation. You agree to cooperate fully with us. Specifically, you agree to return our phone calls and emails, provide requested materials, and to keep us updated as to your current mailing address, phone number, and email address.

10. Preservation. You must preserve all documents and other evidence relating to your case, including all photos and electronic communications. Strangely, this also includes information on your social media accounts. Do not destroy or delete any evidence that may be relevant to your case, even if you think we have a copy of it, before discussing it with us.

11. Attorney-Client Privilege. The attorney-client relationship is a special one. Everything you tell us is generally protected by this privilege, which means that we can't share things about you or your case with anyone outside of the case. But to protect that privilege, it is important for both of us to protect that confidentiality. For you, this means that you should not discuss our conversations with anyone other than us, in person or online (including your friends or followers on social media). If you do, it could result in a waiver of our confidential communications.

12. File Retention and Destruction. We will keep an electronic copy of your file for at least six years and then destroy them at our option.

13. Questions? Please take time to review the terms above carefully to confirm that they reflect our agreement, and I am happy to discuss any questions that you may have.

Signer's Name
Andrei Savenkov

Signature

A handwritten signature in black ink, appearing to be 'AS' with a large flourish, written over a horizontal line.

Date
3/2/2023

If required, please describe the guardian or personal representative's authority to act for the individual.

Attorney Ex. 2

From: Christopher Lempesis
To: a.savenkov@icloud.com
Cc: Jessica Pierre
Subject: Nationwide's new offer and Termination of Derrick Law Office Representation concerning claims arising from February 17, 2023 personal injury/injuries.
Date: Wednesday, February 12, 2025 2:35:03 PM
Attachments: LLF LT Client Terminating Rep - Savenkov .pdf
image001.png
image003.png

February 12, 2025

VIA EMAIL ONLY:

Mr. Andrei Savenkov
(a.savenkov@icloud.com)

Re: Termination of Derrick Law Office Representation concerning claims arising from February 17, 2023, personal injury/injuries.

Dear Mr. Savenkov:

On behalf of Derrick Law Office ("DLO"), effective immediately, the representation provided by DLO and its lawyers concerning your claims arising from injuries sustained on February 17, 2023 (the "Claims") is hereby terminated. The attached letter explains the bases for termination and presents some alternatives for finalizing some loose ends.

After the attached letter was rendered as a PDF document, Mr. Derrick notified me that Nationwide has countered with a new offer of \$47,702.

Please review the letter and let me know what you would like to do. If you prefer to email in response, that is fine but please feel free to give me a call at the office number below as well. I am happy to assist in bringing everything to a close and I look forward to helping in any way that I am able.

With kind regards,

Chris Lempesis

Christopher W. Lempesis, Jr.
Lempesis Law Firm, LLC
73 Sea Island Parkway, Unit 16
Beaufort, South Carolina 29907
Phone: (843) 379-9356
Fax: (843) 970-2444
Office Hours: Monday – Thursday 9am – 5pm.
Friday – By Appointment

www.lempesislaw.com

Of Counsel
Pendarvis Law Offices, P.C.

710 Boundary Street, Unit A1
Beaufort, SC 29902-4188

The Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, applies to e-mail, prohibits unauthorized interception, unauthorized use, and unauthorized disclosure of an e-mail, of the contents of an e-mail, and of any attachments to the e-mail. 18 U.S.C. §§ 2510-2521, the Electronic Communications Privacy Act, provides for civil remedies, including an award of damages, in cases of unauthorized interception, unauthorized use, or unauthorized disclosure of an e-mail, of the contents of an e-mail, or of any attachments to the e-mail.

Attorney Ex. 3

DERRICK
LAW OFFICE

Spann, Scott <scott@derricklawoffice.com>

Savenkov Claim Update

Russell, Mae <RUSSELM@nationwide.com>
To: "Spann, Scott" <scott@derricklawoffice.com>

Wed, Feb 12, 2025 at 2:41 PM

Scott, as discussed in our telephone conversation of today, we are willing to consider the bill difference of \$1937.00 and the \$765.00 wage loss added to the agreed amount of \$45,000 for a total of \$47,702. If the offer is not accepted we will have no choice but to start fresh with negotiations given we are now months past settlement and there has been no surgery. We look forward to your response at your earliest convenience.

Sincerely,



Nationwide®
Is on your side

Mae Russell

Claims Specialist III

Proud Nationwide Member

Southeastern Regional Claims Operations

PL Field Claims Casualty East

Mailing Address: PO Box 182068, Columbus, OH 43218-2068

Express/Overnight Mailing Address: 3400 Southpark Place, DSPF 62,
Grove City, OH 43123

W 844-401-7666, x19073 | F 866-582-5051

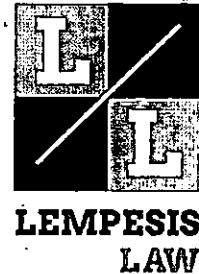
russelm@nationwide.com

My goal is to provide excellent customer service and a pleasant claims experience. I value your evaluation and hope you are extremely satisfied with our service. You may receive a survey to ask about your claims experience. We appreciate your feedback. If you have any concerns, please let my manager, Tara Irwin, know. She can be reached at irwint@nationwide.com or 614-647-5380. Thank you for doing business with Nationwide, we are On Your Side.

February 12, 2025

VIA EMAIL ONLY:

Mr. Andrei Savenkov
(a.savenkov@icloud.com)



Re: Termination of Derrick Law Office Representation concerning claims arising from February 17, 2023 personal injury/injuries.

Dear Mr. Savenkov:

On behalf of Derrick Law Office ("DLO"), effective immediately, the representation provided by DLO and its lawyers concerning your claims arising from injuries sustained on February 17, 2023 (the "Claims") is hereby terminated.

Below, please find the bases for termination and a proposed plan moving forward to ensure that you receive your file materials quickly and easily. DLO and Mr. Brooks Derrick are committed to taking all reasonable steps to mitigate any possible consequences of this termination and undersigned counsel is happy to assist in furtherance of that commitment. **Please respond to the undersigned within five (5) business days** as to your thoughts on concluding remaining details in this matter – even if to indicate that you require additional time to respond in substance.

In summary, a review of the communications between you and DLO personnel reflects consistent and painstaking efforts on the part of DLO personnel to provide you representation well-above, if not consistent with, the edicts of the South Carolina Rules of Professional Responsibility and the applicable standard of care.

That review likewise reflects your multitude of unreasonable demands on DLO personnel; your refusal to accord the professional opinions of DLO lawyers in both procedure and substance; and your boldface and unabashed attempts to force DLO to cut fees it is due through subversion of the efforts and relationship DLO undertook for your benefit.

With all of this in mind, it is abundantly clear that DLO is justified in permissive withdrawal from its representation of you pursuant to Rule 1.16, RPC, Rule 407, SCACR.

Applicable Law

Generally speaking, a South Carolina lawyer may withdraw from a representation where the withdrawal does not have a material adverse effect on the interests of the client and

conduct by the client renders the representation unreasonably difficult; or other good cause for withdrawal exists.

In terms of the information a client is entitled to receive during a representation, the timeline for a response to client inquiries, and the level of detail required in response to client inquiries, as in most areas of professional and personal endeavor, the loadstar test is one of reasonable action, response, or timeframe. Little to none of what you demanded in various communications was reasonable as evident from even a cursory review of your communications. Without hesitation, DLO is justified in withdrawing from its representation and asserting its right to be compensated attorney's fees and costs for time and expenses expended in furtherance of your claims.

A lawyer may withdraw from a representation (with court approval if the matter is pending before a trial or appellate court) if the withdrawal does not have a "material adverse effect on the interests of the client." Rule 1.16(b)(1). Given the fact that your claims are most likely still viable until February, 2026, withdrawal at this time does not have a material adverse effect on your interests.

"'Reasonable' or 'reasonably' when used in relation to conduct by a lawyer denotes the conduct of a reasonably prudent and competent lawyer." Rule 1.1(k), RPC, Rule 407, SCACR. The question of reasonable diligence and promptness must be addressed in light of what a reasonably prudent and competent lawyer would do given the circumstances presented.

"... A lawyer is not bound, however, to press for every advantage that might be realized for a client. For example, a lawyer may have authority to exercise professional discretion in determining the means by which a matter should be pursued. See Rule 1.2." Comment [1] to Rule 1.3, RPC, Rule 407, SCACR.

"Competent handling of a particular matter includes inquiry into and analysis of the factual and legal elements of the problem, and use of methods and procedures meeting the standards of competent practitioners. It also includes adequate preparation. The required attention and preparation are determined in part by what is at stake; major litigation and complex transactions ordinarily require more extensive treatment than matters of lesser complexity and consequence." Comment [5] to Rule 1.1, RPC; Rule 407, SCACR.

Comments [1] and [2] to Rule 1.2, RPC, Rule 407, SCACR, are instructive in this instance:

" [1] ... A lawyer is not required to pursue objectives or employ means simply because a client may wish that the lawyer do so. With respect to the means by which the client's objectives are to be pursued, the lawyer shall consult with the client as required by Rule 1.4(a)(2) and may take such action as is impliedly authorized to carry out the representation."

“[2] On occasion, however, a lawyer and a client may disagree about the means to be used to accomplish the client’s objectives. Clients normally defer to the special knowledge and skill of their lawyer with respect to the means to be used to accomplish their objectives, particularly with respect to technical, legal and tactical matters. Conversely, lawyers usually defer to the client regarding such questions as the expense to be incurred and concern for third persons who might be adversely affected. Because of the varied nature of the matters about which a lawyer and client might disagree and because the actions in question may implicate the interests of a tribunal or other persons, this Rule does not prescribe how such disagreements are to be resolved. Other law, however, may be applicable and should be consulted by the lawyer. The lawyer should also consult with the client and seek a mutually acceptable resolution of the disagreement. If such efforts are unavailing and the lawyer has a fundamental disagreement with the client, the lawyer may withdraw from the representation. See Rule 1.16(b)(4). Conversely, the client may resolve the disagreement by discharging the lawyer. See Rule 1.16(a)(3).”

Additionally, annotations to the Rules of Professional Conduct provide further insight into the meaning and application of the Rules. “South Carolina Rule 1.2(a) states that a lawyer shall consult with a client as to the means by which a client’s objectives are pursued. Lawyers, however, have authority to make decisions about the tactics to be used in a case.” Nathan M. Crystal, *Annotated South Carolina Rules of Professional Conduct*, at 54 (2021 ed.).

South Carolina Rule 1.2(a) provides that in a civil case a lawyer shall abide by a client’s decision whether to make or accept an offer of settlement. See In re Fosmire, 417 S.C. 410, 790 S.E.2d 384 (2016); In re Belding, 356 S.C. 319, 589 S.E.2d 197 (2003). Given that a client always has the ultimate decision-making power concerning whether to accept or reject a settlement offer, if Mr. Derrick was not consulting with you on whether to settle versus litigate, that would be a violation of the Rules of Professional Conduct. Instead, Mr. Derrick did regularly communicate on these points, and when required, Mr. Derrick or his office acknowledged your client communications and did follow-up on those communications in a reasonable time period. This is all in keeping with Comment [4] to RPC, Rule 407, SCACR:

“[4] A lawyer’s regular communication with clients will minimize the occasions on which a client will need to request information concerning the representation. When a client makes a reasonable request for information, however, paragraph (a)(4) requires prompt compliance with the request, or if a prompt response is not feasible, that the lawyer, or a member of the lawyer’s staff, acknowledge receipt of the request and advise the client when a response may be expected. A lawyer should promptly respond to or acknowledge client communications.”

In addition, while clients are entitled to some explanation, the Rules of Professional Conduct do not require exhaustive explanation to the microscopic level of detail that you demand, as reflected in Comment [5], to Rule 1.4, RPC, Rule 407, SCACR (*emphasis supplied below*):

"[5] The client should have sufficient information to participate intelligently in decisions concerning the objectives of the representation and the means by which they are to be pursued, to the extent the client is willing and able to do so. Adequacy of communication depends in part on the kind of advice or assistance that is involved. ... In litigation a lawyer should explain the general strategy and prospects of success and ordinarily should consult the client on tactics that are likely to result in significant expense or to injure or coerce others. **On the other hand, a lawyer ordinarily will not be expected to describe trial or negotiation strategy in detail.** The guiding principle is that the lawyer should fulfill **reasonable client expectations for information** consistent with the duty to act in the client's best interests, and the client's overall requirements as to the character of representation. ..."

A charging lien is an equitable right of the lawyer to reach the proceeds of a judgment or settlement in order to recover attorney fees and costs. The South Carolina Court of Appeals has indicated that a common-law charging lien may be asserted to recover costs and disbursements, but not to recover attorney fees. However, the lawyer and client may agree expressly to a lien allowing the lawyer to recover fees out of the judgment or settlement. Eleazer v. Hardaway Concrete Co., Inc., 281 S.C. 344, 315 S.E.2d 174 (Ct. App. 1984). The supreme court cited Eleazer with approval in Lester v. Dawson, 327 S.C. 263, 491 S.E.2d 240 (1997). See also In re Christian, 267 S.C. 410, 228 S.E.2d 677 (1976) (excess funds of client applied toward expenses of that and prior transactions).

A retaining lien is a right to retain the files of a client in order to secure the payment of a legal fee or expenses. The court confirmed the existence of a retaining lien in appropriate circumstances in In re Anonymous Member of the South Carolina Bar, 287 S.C. 250, 335 S.E.2d 803 (1985). This opinion recognizes a retaining lien when the lawyer is discharged without good cause. The lien may not ethically be asserted if a delay in transfer of the file would prejudice the former client. Id. The court has identified seven factors that must be considered in determining whether a lawyer may assert a retaining lien: "(1) the client's financial situation; (2) the client's sophistication; (3) the reasonableness of the fee; (4) the client's clear understanding and agreement to pay the amount of the fee owed; (5) whether imposition of the lien would prejudice important rights of the client or other parties; (6) whether failure to impose the lien would result in fraud or gross imposition by the client; and (7) whether there are any other less stringent means to resolve the dispute or secure the fees owed." In re Tillman, 319 S.C. 461, 462 S.E.2d 283 (1995). See also S.C. Bar Ethics Adv. Op. #02-11 (attorney who justifiably terminates representation of client in IRS matter should provide the client with his research notes and materials,

assuming that withholding the file would “substantially and adversely” affect the client, but is not obligated to return notes containing the lawyer’s personal impressions of the client).

“... Assertion of the [retaining] lien would be ethically justified when the client is financially able but deliberately refuses to pay a fee that was clearly agreed upon and is due, since this conduct would constitute gross imposition by the client. . . . The burden is on the lawyer to determine whether the circumstances justify . . . assertion of an attorney's lien to which he may be entitled under law.” In re Anonymous Member of S.C. Bar, 287 S.C. at 253, 335 S.E.2d at 805 (*quoting* ABA Informal Opinion No. 1461 (1980)).

In this situation you have effectively discharged Mr. Derrick and DLO without good cause or effected a “withdrawal of representation, at your request”, for the reasons discussed herein. It appears that either under Paragraph Seven (7) the Legal Services Agreement you signed and the foregoing applicable law, DLO has a right to demand payment of its fees and costs.

Background Facts

DLO personnel have explained, and a review of your correspondence with DLO confirms, that you are an experienced lawyer, having practiced law in Russia for almost a decade prior to retaining DLO. Apparently, you and Ms. Jordan Kolarik were involved in a motor vehicle collision on February 17, 2023. On March 2, 2023, You and Ms. Kolarik each retained DLO under separate Legal Services Agreements. Ms. Kolarik’s matter is separate and unrelated to the discussion in this letter. The Legal Services Agreement you signed contained the following noteworthy terms (*in relevant part*):

- Paragraph 3(a): “If a settlement is reached before a lawsuit is filed, our fee is equal to 33.33% of the ‘total recovery’ before anything is deducted;”
- Paragraph 7: “Withdrawal. This office accepts this engagement on the condition that there appears to be a recoverable claim, but we may withdraw from representation if we discover that recovery is unlikely or the amount likely to be recovered is too small. In the event of the withdrawal of representation, at your request, you agree that we are entitled to a fee on the same schedule as under section (3) of any settlement offered as of that date.”
- Paragraph 9: “Cooperation. You agree to cooperate fully with us. Specifically, you agree to return our phone calls and emails, provide requested materials, and to keep us updated as to your current mailing address, phone number, and email address.”

Available information suggests that at the time you retained DLO, you had already been to the Emergency Department, however, you were still experiencing pain in your foot.

Thereafter, DLO sent you to Carolina Spine and Pain who found a fracture that the hospital missed.

Carolina Spine referred you to CORA Physical Therapy on March 23, 2023. CORA discharged you on June 9, 2023 after nine visits when you "did not return to therapy" and cancelled/no-showed eight times.

During your treatment, Mr. Derrick and DLO provided you with the same advice they provide all clients concerning outstanding medical bills: the decision to pay outstanding medical bills belongs to the client: *If the client cannot contend with creditors calling, pay a minimal amount on each outstanding balance, even as little as \$5.00, and advise DLO payments are being made so that those payments can be accounted for later. Otherwise, wait to make payments if possible and the aggravation of the calls is not too much so that those outstanding amounts can be paid and negotiated toward the end of the representation.*

In July 2023, DLO sent Nationwide a demand letter outlining \$9,392 in past medical expenses and \$765 in lost wages claimed. In August 2023, Nationwide responded with a \$15,000 offer.

In September 2023, following Nationwide's response, DLO arranged for additional treatment at Carolina Spine for the injuries you sustained in the automobile collision.

On September 6, 2023, you emailed Mr. Derrick raising issue with communication between you and personnel at DLO in that you had not received outgoing letters directed towards "the insurance company," and that a lack of being copied on correspondence from or to DLO personnel and other relevant parties hindered your ability to gauge the progress made on your behalf. Mr. Derrick responded roughly an hour later to provide access to copies of all correspondence and asked what other information you wanted and in what frequency.

During your additional treatment at Carolina Spine, you received injections from Blake C. Leche, MD, in October 2023 and November 2023.

In January 2024, you were seen and received a surgical recommendation from Anthony Barcel, MD, but you declined to go through with the surgery.

After your January 2024 appointment with Dr. Barcel, DLO requested and ultimately received an estimate for the recommended surgery in March 2024.

On April 14, 2024, DLO sent Nationwide an updated demand letter, which included the additional treatment from Carolina Spine and the surgical estimate from Dr. Barcel.

On April 23, 2024, you requested a meeting to review: 1. Overview of what was accomplished thus far; 2. Discussion on upcoming steps and what is planned to be done; 3. Review of all outgoing correspondence from the legal team; 4. Table of hours spent with a detailed breakdown of the tasks performed.

On April 24, 2024, Mr. Derrick responded to explain that a meeting should be scheduled once the insurance carrier for the at-fault driver, Nationwide, responded with a position regarding the surgical estimate DLO requested for you.

On May 9, 2024, via email, paralegal Christin Williams provided you an update of Nationwide's increased offer to \$40,000, with a plan for an interoffice roundtable discussion next week to determine next steps.

After the inter-office roundtable discussion, Ms. Williams called you to discuss, preliminarily, potential next steps and to gauge your interest in settling immediately or waiting to attempt to get a better offer. You never answered Ms. Williams's calls, nor returned her calls.

On June 10, 2024, you asked for an immediate update on whether there was any further communication from Nationwide since their last offer and what the outcome of the roundtable discussion was regarding next steps. Additionally, you insisted on a meeting to review: 1. Overview of what was accomplished thus far; 2. Discussion on upcoming steps and what is planned to be done; 3. Review of all outgoing correspondence from the legal team; 4. Table of hours spent with a detailed breakdown of the tasks performed.

On June 11, 2024, Mr. Derrick responded to explain that, first Ms. Williams discussed the choices to be made last week, namely whether to settle for the current offer or file a lawsuit; that you were welcome to call Ms. Williams directly for a more detailed discussion of exactly what Nationwide's adjuster had been saying to Ms. Williams; there has not been further communication with Nationwide yet; the roundtable discussion focused on whether you wanted to settle your case or file a lawsuit; while there was a current \$40,000 pre-suit offer from Nationwide, a slight increase was possible; the next steps depend on whether you want to settle or file a lawsuit; links to all communications and all medical records were provided; Mr. Derrick explained that there are no hourly records for work performed at present but a link to expenses documentation was provided; and that once you have spoken to Ms. Williams and considered your options, he was happy to set a meeting and requested your availability. You responded with your availability.

On June 12, 2024, Mr. Derrick advised that a phone call would be easier to accomplish in the near future as he was scheduled out of the office the following week, scheduled for back surgery on June 24, recovery time was unknown but return to the office seemed likely the second or third week of July, and offered the option of a phone call before the surgery or a meeting in the office after surgery.

On June 14, 2024, you responded that you preferred to meet after Mr. Derrick's surgery and indicated your assumption the meeting would be scheduled promptly upon Mr. Derrick's return in mid-July.

On July 29, 2024, you emailed Mr. Derrick expressing frustration about delays you perceived in the progress of your case and having not discussed next steps in some time, and requested Mr. Derrick's availability for a meeting. Mr. Derrick responded in less than an hour to explain that he was unable to physically return to the office at present, hoped to be back the following week, asked for your availability, and whether you had made any decisions on the choices previously laid out for you.

On Thursday, August 1, 2024, you responded that you were available the following week or the one thereafter, requesting specific times; and you asked if a "deputy" had been left with authority to make any necessary decisions in Mr. Derrick's absence.

On Monday, August 5, 2024, Mr. Derrick responded to ask your better times of day so that he could send availability, again laid out the available options to accept the current \$40,000 pre-suit offer or file a lawsuit, offered to make a paralegal or lawyer in the office available to discuss those options, and offered to proceed immediately if you had already decided what you wanted to do. You responded with your availability and asked who was handling Mr. Derrick's responsibilities and who was authorized to make decisions in his absence as you wanted to discuss aspects of your current arrangement to ensure alignment moving forward.

On August 6, 2024, Mr. Derrick responded to offer two meeting dates and explain that he was working remotely, meaning that he was only unable to meet in-person in the office. You responded to agree to an in-person meeting on Tuesday, August 13 at 1:00. You responded a second time to again ask for more detail than what was already provided regarding the individual designated to handle tasks falling directly under Mr. Derrick's purview. Mr. Derrick again responded to indicate that he has been fulfilling all duties and making all decisions requiring his authority, only that he has been doing so from home.

On August 13, 2024, you met with Mr. Derrick at his office, with lawyer Scott Spann attending that meeting via Zoom due to Mr. Spann being ill. In that meeting you challenged the fairness of the fee you already agreed to and inquired as to what would occur should you fire the lawyers at DLO, asserting first that DLO would not be entitled to a fee under the Agreement you signed, and second that without detailed time records, DLO would not be entitled to a fee. After Mr. Derrick reviewed the Agreement you signed showing DLO's entitlement to a fee based on the last settlement offer made before any termination, you questioned whether DLO was entitled to a fee at all given your feelings that you could have used Chat GPT to arrive at the same offer. In this same conversation,

you indicated that you would accept any offer over \$40,000. Mr. Derrick recalls that he had the impression you recorded this meeting.

On August 22, 2024, Mr. Derrick provided you an update regarding an unofficial new offer of \$41,000, that more attempts to settle would be made and that additional updates would be forthcoming.

On August 23, 2024, you responded to say thank you and to ask for new updates as available.

On September 15, 2024, Mr. Derrick updated you with a final offer of \$45,000, reminded you of your previous indication at a last meeting that any per-suit offer over \$40,000 was acceptable, attempted to confirm you still felt the same way, explained that if you did, the focus could be changed to negotiating with the medical providers to reduce the outstanding balances for medical bills/liens; and offered to answer additional questions or conduct a phone call if that would be helpful in your decision making process.

On September 17, 2024, you responded that you believed it was a more logical approach to reduce all medical bills before deciding whether to settle, and thereafter the structure of the settlement and attorney's fees could be finalized, as you felt you did not have all information needed to come to a conclusion.

On September 24, 2024, Mr. Derrick responded to indicate that DLO staff was already at work on reducing the claimed medical bills and that the settlement could be finalized thereafter.

On October 9, 2024, you emailed to ask about medical malpractice claims against the Bon Secours Emergency Department.

On October 18, 2024, Mr. Derrick emailed to provide an update that all medical providers had responded except for the physical therapist; that his law firm would not be pursuing medical malpractice claims because of the expense and time investment that would likely be required for such claims; and that an update would be forthcoming once the physical therapist's office responded.

On November 1, 2024, you emailed to acknowledge DLO would not be pursuing medical malpractice claims and you asked about additional updates. Mr. Derrick responded that an email would be going out that same afternoon with updated numbers as the last provider responded. Later the same day, Mr. Derrick emailed to indicate that outstanding medical bills had been successfully reduced by 50%, that you would net \$20,228.89, and asked if you had additional questions or needed additional clarification.

On November 4, 2024, after your review of the proposed settlement distribution breakdown, you emailed to ask about specific items: Medical bill reductions for Vituity South Carolina and Southeastern; payments you already made for Bon Secours and Vituity and the impact of those paid-when-due payments; reimbursement for an immobilizing boot you purchased; and increasing the focus on the lost wages claim.

On November 8, 2024, Mr. Derrick emailed to respond to your inquiry, explaining: that Vituity does not reduce their bills without court order, an additional reduction in another provider's claim in the amount of \$805 had been achieved, Vituity requires additional fees to even discuss outstanding balances, Bon Secours was successfully negotiated further down to only repayment of \$157.11 on the outstanding balance, the immobilizing boot expense would not be part of the distribution sheet; that the news of you having missed a week of work after the collision was new information not previously provided, however, if you wished to push further on the lost wages and lost earning capacity claims, additional documentation was needed – indicating specific documentation required with the potential for an expert opinion being needed; and that the total medical expenses would be finalized and verified before writing checks to make final payments on outstanding medical bill balances.

On November 11, 2024, Mr. Derrick emailed an updated distribution sheet reflecting additional reductions, an updated higher net amount of distribution to you personally; and offering to answer additional questions or provide further clarification. You responded that evening to indicate that you wanted proof of all efforts made to negotiate with Vituity; that you wanted more information on why the Bon Secours balance that was fully paid was not negotiated further; and you asked what documents were needed to push for a lost wages claim for a week of work directly after the automobile collision.

On November 20, 2024, you sent an email following-up to request an update. Mr. Derrick responded that DLO was waiting for a response from Bon Secours to a refund request made as to the payments you already made.

On November 25, 2024, Mr. Derrick sent an additional email to indicate that DLO was still waiting on an update from Bon Secours.

On November 26, 2024, you responded that Mr. Derrick should take his time concerning Bon Secours and to provide an update when they respond; that you wanted to know whether attempts to negotiate the Vituity balance had been made; and that you needed specific guidance on what documentation to provide regarding your income to substantiate the lost wage claim for the lost work week after the collision.

On November 27, 2024, Mr. Derrick responded that future experience and additional costs suggested that attempting a reduction of Vituity's claims was likely not cost justified;

and reiterating the list of documentation needed for the lost wages claim in order to assess whether the claim was viable.

On December 10, 2024, you responded with some of the requested documentation for the new lost wages claim, asked for an example for additional documentation to substantiate the claim; and indicated that due to your perception that negotiating with Vituity would cause additional delays and unjustified use of your net settlement funds, you did not want to attempt to negotiate the amounts already paid – although you pointed out that you should have been informed about additional administrative costs to negotiate after the fact, paid claims, when you initially paid them (even through you did not inform DLO that you were making the payments); and you requested an update when one was available.

On December 18, 2024, you sent an email simply stating “kind reminder.” Mr. Derrick responded that he would review the documentation sent for the lost wages claim, that a statement from the employer regarding days of work missed would be helpful; that he disagreed with your characterization of the approach to the Vituity balance because that approach was based on his professional judgment which was to prioritize actions to maximize financial recovery and minimize unnecessary costs or delays.

On January 3, 2025, you emailed to request an update on any outstanding matters, including the lost wages claim and any progress with Bon Secours.

On January 9, 2025, you emailed about your growing concerns as to the progress of your case; that you believed that there were ways to move the process forward more efficiently, including communication and transparency about various items, like, for instance, the Vituity reduction negotiations; expediting pending items such as the lost wages claim and final negotiations with Bon Secours; where you alleged you provided necessary documents and not received substantive feedback nor clear next steps; that you would like to see stronger initiative to finalize the case in a timely manner; that if there are specific obstacles causing delays you want to know to address them directly; that you have been patient and cooperative throughout; that if you do not see meaningful or concrete results soon you have no choice but to file a formal complaint with the appropriate professional oversight bodies; that your level of effort, time and hands on-involvement was more than expected warranting a conversation about the fairness of the fee structure given the circumstances. Mr. Derrick responded that the timeline and progression of the case had been appropriate given the goal to maximize recovery; that the lost wages claim is in progress and going out shortly with all documentation having now been received; that negotiations with Bon Secours were slow given that a refund was being requested from a different department as compared to the department that handles reductions; that your involvement with the case was consistent with typical client involvement in a personal injury case; that the formal complaint and fee structure concerns were being taken seriously but the fee structure was consistent with industry

standard and a meeting could be arranged to discuss such concerns further; to address your concerns and continue making progress, the lost wages claim would be finalized as quickly as possible, efforts to secure a refund from Bon Secours would be continued and a meeting or call to discuss any specific items could be scheduled; and asked if you wanted such a meeting.

On January 10, 2025, you responded that you now wanted more concrete actions and fewer explanations about delay; that you are concerned about the timeline of the case, the lost wages claim that you believe was unnecessarily delayed, that while there may be challenges regarding the Bon Secours refund you (mistakenly believed) you paid those bills on guidance from Mr. Derrick and want what specific steps are being taken to expedite the claim, that you disagree with the fee structure because of your level of involvement, that the formal complaint is not your first course of action but if you continue to feel your concerns are ignored or progress is stagnant, you will pursue the formal complaint as a matter of fairness to ensure you are treated with the respect you deserve; and you communicated expectations of firm dates, specific steps and follow-up dates, a summary of remaining steps and an estimated timeline for final resolution.

On January 12, 2025, Mr. Derrick responded to explain that the letter from your employer reflected incorrect missed dates in advance of the February 17, 2023, date of the collision, providing a detailed response on the Bon Secours remaining process, the items remaining to be finalized, and requested a call with you to go over your options and how you want to proceed.

On January 16, 2025, Mr. Derrick followed-up asking additional information to clarify the lost wages claim and your goal for the net you would realize from the overall settlement.

On January 19, 2025, you responded that you would get a corrected letter from your employer, you provided additional information regarding the lost wage claim, and you requested "Compensation Comparisons" based on confidential client information of similar cases Mr. Derrick has handled or is aware of, including the compensation amounts and how those cases were resolved because you believed it would help provide clarity and set realistic expectations moving forward; and you acknowledged and appreciated regular updates on the slow Bon Secours refund process.

On January 21, 2025, you provided an accurate letter from your employer reflecting lost work after the collision, instead of dates before the collision.

On January 22, 2025, Mr. Derrick responded to acknowledge receiving the accurate letter from your employer, advising that letter would be sent off in the next 24-48 hours; and you would get a response to your question from January 19, 2025.

On January 24, 2025, about four hours after the "48 hour" window within Mr. Derrick's January 22, email, you emailed to emphasize the importance of timely communication and updates and that if additional time was needed to research or prepare, you would have appreciated being informed. Mr. Derrick responded less than 30 minutes later to indicate a response would be forthcoming the same day. Mr. Derrick responded hours later that the lost wages claim had been sent to Nationwide, that Bon Secours declined to issue a refund and that decision was being addressed with a request for documentation from Bon Secours supporting their position; and that in terms of settlement, overall you were in a good position having secured a pre-suit offer of \$45,000 on total medical expenses claimed of \$19,000. You responded on the same date close to midnight, again asking for examples of similar cases reflecting settlement amounts and circumstances to help you better understand how your case aligns with others and ensure that everyone was aiming for the best possible outcome.

On February 3, 2025, you emailed asking for examples of similar cases, pointing out a broader pattern of delays and lack of respect for your time and case, indicating you needed the requested examples by the end of the day. Mr. Derrick responded that for a number of very specific reasons, including that outcomes are very case-specific and influenced by countless factors, there is no way to provide an accurate set of cases for comparison, as was discussed in the in-office meeting back in August concerning the \$40,000 offer.

On February 5, 2025, you emailed asking for a complete copy of essentially all documents, communications, etc. concerning your file, including time records of work performed on your case with a detailed breakdown of time spent on each aspect, including negotiations, legal research, and communications. You also indicated that you needed to schedule another medical evaluation of your ankle because the pain had recently worsened significantly as a direct result of Bon Secours failing to diagnose your fracture and the overall quality of medical care you received, indicating that based on your assessment that the injuries stemmed directly from your accident Mr. Derrick's office was responsible for scheduling, coordinating and confirming the appointment as soon as possible. You also asserted that Mr. Derrick's contingent fee should pay any remaining amount for future surgery not covered by your settlement, and you gave Mr. Derrick 48 hours to respond.

On February 7, 2025, Mr. Derrick responded to acknowledge your February 5, email and to advise that its content necessitated that he seek the advice of undersigned counsel before providing a substantive response.

On Saturday, February 8, 2025, you responded that your right to receive the requested information was separate from Mr. Derrick's consultation regarding your February 5, 2025, email.

[Please note: this is new information as this occurred after your February 5, 2025, email.] On February 10, 2025, Nationwide sent a response to the third demand letter and updated lost wages claim information. That email from Nationwide is provided to you at the end of this letter so that you are aware of its contents.

At present, and as you are aware, CORA (First Physical Therapy), American Health Imaging, Carolina Spine and Pain, and Southeastern Medical Solutions (the "Lien Holders"), have valid liens on any settlement proceeds that must be paid. DLO also must be paid its fee. Nationwide has provided a settlement check for \$45,000 that has not been deposited because you withheld your final consent to the settlement amount despite having previously authorized settlement for any amount over \$40,000. Lastly, the sought refund of payments to Bon Secours has to date been unsuccessful.

Application of the Law to the Facts

With all of the foregoing in mind, it is abundantly clear that DLO is justified in permissive withdrawal from its representation of you pursuant to Rule 1.16, RPC, Rule 407, SCACR.

In that your actions are consistent with discharging Mr. Derrick and DLO without good cause serve as a "withdrawal of representation, at your request", for the reasons discussed herein, under Paragraph Seven (7) the Legal Services Agreement you signed and the foregoing applicable law, DLO has both contractual and equitable rights to assert a charging lien. Eleazer v. Hardaway Concrete Co., Inc., 281 S.C. 344, 315 S.E.2d 174 (Ct. App. 1984). The supreme court cited Eleazer with approval in Lester v. Dawson, 327 S.C. 263, 491 S.E.2d 240 (1997). See also In re Christian, 267 S.C. 410, 228 S.E.2d 677 (1976) (excess funds of client applied toward expenses of that and prior transactions). In order to give the charging lien its full force and effect, should you decide not to resolve your dispute with DLO amicably, DLO will be forced to place all third parties on notice of its charging lien for attorney's fees and case costs/expenses as calculated per the Legal Services Agreement. This will include notice to Nationwide, the medical services providers and any follow-on lawyer that you may retain.

Additionally, DLO and Mr. Derrick are ethically justified in asserting a retaining lien on your file materials as Nationwide as made a \$45,000 offer and provided a settlement check that would fund payment of the remaining medical provider liens, the fees due DLO and considering the reductions DLO negotiated in medical liens for treatment, a considerable amount of money would remain for you.

The following have been considered in determining whether DLO should assert the retaining lien it is entitled to assert:

- DLO's fee is certainly reasonable and consistent with lawyers in the geographic area in which Mr. Derrick practices as well as throughout South Carolina.

- You signed the Legal Services Agreement and never raised issue with its terms.
- You are a sophisticated client in that you purport to be a lawyer, thus justifying an expectation of your understanding of the terms of the Legal Services Agreement or an expectation that if you had questions, you would have asked them.
- Imposing this retaining lien does not prejudice your rights at this time as there is time remaining for you to seek other counsel and/or file a lawsuit should you elect that course of action.
- Imposing a retaining lien does not impact the rights of third parties, such as the Lien Holders, provided the amounts claimed in liens by the lien holders or third parties are intended to be paid or those funds will be held in trust as disputed funds.
- Not imposing a retaining lien and simply providing you your file materials would result in fraud or gross imposition by you, the client, where there are funds available to pay the fee that was clearly agreed upon and is due.
- Lastly, there are no less stringent means to resolve the dispute between you and DLO or to secure the fees owed DLO, unless you are willing to agree to an alternative course of action.

See In re Anonymous Member of S.C. Bar, 287 S.C. at 252-53, 335 S.E.2d at 804-05. These circumstances justify DLO's assertion of a retaining lien. Id. at 253, 335 S.E.2d at 805.

Alternatives to Resolution

While DLO and Mr. Derrick may assert a retaining lien and hold your client-file materials, they are declining to do so as a show of good faith. Please confirm that we may send you a secure OneDrive link to provide all file materials you are entitled to receive, regardless of whether you specifically requested each particular item or not.

DLO and Mr. Derrick prefer to end this representation amicably. The following alternatives come to mind as potential paths to resolution. Please consider these options and if none of them meet with your approval, please suggest alternatives in response. Regardless of the alternative you choose, as DLO and Mr. Derrick's representation of you has been terminated, you will be responsible for any future action concerning a refund from Bon Secours and any other action concerning your case that is not specifically described in each alternative below.

1. You agree to settle the collision case with a "full walk-away" by all parties.
 - a. You accept the \$45,000 settlement offer from Nationwide,
 - b. the settlement check is deposited in trust,
 - c. the Lien Holders are paid,
 - d. DLO's fee is paid per the Legal Services Agreement,

- e. you receive the remaining settlement proceeds – all as outlined in the settlement disbursement statement.
2. You initiate an attorney's fee dispute with the Resolution of Fee Disputes Board.
- a. You accept the \$45,000 settlement offer from Nationwide,
 - b. the check is deposited in trust,
 - c. the Lien Holders are paid,
 - d. you receive the settlement proceeds to which you are entitled under the Legal Services Agreement and per the settlement disbursement statement
 - e. DLO retains the funds it is due under the Legal Services Agreement in trust as "disputed funds."
 - f. you agree with DLO and Mr. Derrick to initiate a fee dispute through the South Carolina Resolution of Fee Disputes Board within thirty (30) days. The application can be found at this link:
https://www.scbare.org/media/okcilg0j/fee_dispute_application.pdf
 - g. Should you fail to initiate the fee dispute within thirty (30) days, DLO and Mr. Derrick would consider the dispute resolved and the funds being held in trust as disputed would be disbursed to DLO as earned attorney's fees.
3. You dispute the unpaid liens and the attorney's fees owed.
- a. You accept the \$45,000 settlement offer from Nationwide,
 - b. the check is deposited in trust,
 - c. the Lien Holders are not paid, the funds claimed are held as disputed. The lien holders receive written notice of intent to distribute per Rule 1.15(e)(2).¹
Please see the endnote containing the language of Rule 1.15(e)(2). This course of action can have adverse consequences on your health insurance eligibility, result in you being named as a defendant in a collections action or similar legal process to collect on an unpaid debt, or other collateral consequences beyond the scope of this discussion.
 - d. you receive the settlement proceeds to which you are entitled under the Legal Services Agreement and per the settlement disbursement statement,
 - e. DLO retains the funds it is due under the Legal Services Agreement in trust as "disputed funds."
you agree with DLO and Mr. Derrick to initiate a fee dispute through the South Carolina Resolution of Fee Disputes Board within thirty (30) days. The application can be found at this link:
https://www.scbare.org/media/okcilg0j/fee_dispute_application.pdf

Should you fail to initiate the fee dispute within thirty (30) days, DLO and Mr. Derrick would consider the dispute resolved and the funds being held in trust as disputed would be disbursed to DLO as earned attorney's fees.

4. You retain new counsel and notify DLO and Mr. Derrick so that your file materials and notice of DLO's charging lien for attorney's fees and case costs/expenses can be provided to your new lawyer.
5. You elect only to receive your file or you do not otherwise respond to this correspondence within five (5) business days.
 - a. DLO and Mr. Derrick will notify all lien holders and all other third parties, including Nationwide and the at-fault driver, of an attorney's charging lien for attorney's fees and case costs/expenses.
 - b. DLO and Mr. Derrick will maintain an electronic copy of your file on terms as agreed in Paragraph Twelve (12) of the Legal Services Agreement.
 - c. DLO and Mr. Derrick will take no further action on your behalf and will notify all future third parties of their attorney's charging lien for attorney's fees and case costs/expenses; and that their representation of you has ended.

Neither the undersigned, nor DLO personnel (including Mr. Derrick) can give you advice as to the best option for you as the termination of this representation has created a conflict of interest. In that regard, you may want to seek advice of independent legal counsel as to your alternatives. If you do want to seek such independent advice and require additional time, please respond accordingly as we will cooperate to ensure that you have a reasonable opportunity to do so.

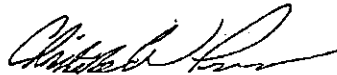
In closing, please respond to the undersigned within five (5) business days in terms of:

- whether a OneDrive link is acceptable for transfer of all of your client-file materials;
- whether you prefer one of the alternatives to resolution outline above or another course of action; or
- whether you need additional time to respond.

With kind regards, I remain

Sincerely,

LEMPESIS LAW FIRM, LLC



Christopher W. Lempesis, Jr.

CWL/jlp
Enclosures

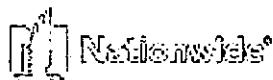
DERRICK
LAW OFFICE

Spann, Scott <scott@derricklawoffice.com>

Nationwide claim 304081-GO

Nationwide Claims <nationwide_claims004@nationwide.com>
To: "scott@derricklawoffice.com" <scott@derricklawoffice.com>

Mon, Feb 10, 2025 at 4:23 PM



Good afternoon Scott. I am reviewing and discussing your email of January 27th with our legal counsel and should have a response by tomorrow.



Mae Russell

Nationwide Claims Associate

W 844-401-7666 x13073

F. 866-582-5051

nationwide-claims@nationwide.com

P O BOX 182068

Columbus, OH 43218-2068



CHRISTOPHER W. LEMPESIS, JR., ESQ.
JURIS DOCTOR AND MASTER OF LAWS
EMAIL: CHRIS@LEMPESISLAW.COM
PHONE: 843.379.9356

LEMPESIS LAW FIRM, LLC
73 SEA ISLAND PARKWAY, # 16
BEAUFORT, SC 29907
LEMPESISLAW.COM

OF COUNSEL TO:
PENDARVIS LAW OFFICES, PC
710 BOUNDARY ST., STE. 1-A
99 BEAUFORT, SC 29902

1 RULE 1.15: SAFEKEEPING PROPERTY

(e)(1) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute. Disputed property shall be kept separate until one of the following occurs:

- (i) the parties reach an agreement on the distribution of the property;
- (ii) a court order resolves the competing claims; or
- (iii) distribution is allowed under paragraph (e)(2) of this Rule.

(2) Where competing claims to property in the possession of a lawyer are between a client and a third party and disbursement to the client is not otherwise prohibited by law or court order, the lawyer may provide written notice to the third party of the lawyer's intent to distribute the property to the client, as follows:

(i) **The notice must inform the third party that the lawyer may distribute the property to the client unless the third party files a civil action and provides the lawyer with written notice and a copy of the filed action within 90 calendar days of the date of service of the lawyer's notice.** The lawyer's notice shall be served on the third party in the manner provided under Rules 4(c) and (d) of the South Carolina Rules of Civil Procedure.

(ii) If the lawyer does not receive written notice of the filing of a civil action from the third party within the 90-day period, the lawyer may distribute the property to the client after consulting with the client regarding the advantages and disadvantages of disbursement of the disputed property and obtaining the client's informed consent to the distribution, confirmed in writing.

(iii) If the lawyer is notified in writing of a civil action filed within the 90-day period, the lawyer shall continue to hold the property in accordance with paragraph (e)(1) of this Rule unless and until the parties reach an agreement on distribution of the property or a court resolves the matter.

(iv) Nothing in this rule is intended to alter a third party's substantive rights.

Rule 1.15, RPC, Rule 407, SCACR (*emphasis supplied*).

D E R R I C K
L A W O F F I C E

Derrick, Brooks <brooks@derricklawoffice.com>

Re: Meeting request

Brooks Derrick <brooks@derricklawoffice.com>

Tue, Jun 11, 2024 at 10:27 AM

To: Andrei Savenkov <a.savenkov@icloud.com>

Cc: SavenkovAndreiZ11325408@derrick.filevineapp.com, Christin Williams <christin@derricklawoffice.com>, Savannah Davenport <savannah@derricklawoffice.com>

Andrei,

Thanks for your email! From my understanding, Christin reached out last week to discuss the choices you need to make before we proceed. Here's a quick summary of the choices as they stand today:

1. **Settle Your Case:** At this time, you should receive somewhere between \$10,000 and \$15,000, depending on the top offer we can negotiate from the insurance company.
2. **File a Lawsuit:** This process could take approximately 18+ months to resolve. It would involve written discovery, depositions (including you, the defendant, your doctors, and key witnesses), mediation, and potentially a trial.

Christin has been in contact with the adjuster and has a good understanding of the current standing and potential offers. Please give her a call to discuss these options further.

To address your additional questions:

- There hasn't been any further communication with the insurer yet. We need to decide whether you want to settle or proceed with the lawsuit before we re-engage with them.
- Our roundtable discussions focused on whether you wanted to settle your case or file a lawsuit.

And to address your second set of questions:

1. We've obtained a \$40,000.00 pre-suit offer from Nationwide, with a possibility of a slight increase if you opt to settle now.
2. The next steps depend on whether you decide to settle or file a lawsuit.
3. Here is a link to the correspondence folder in your case: Savenkov Correspondence. That folder does not include the correspondence with your medical providers, but here is a link to all the medicals we've received in your case to date: Savenkov Medicals.
4. We don't track hours as all our cases are handled on a contingency basis, so there are no hourly billing records. But here is a link to the expenses we've incurred so far in your case: Savenkov Expenses.

Once you've spoken with Christin and considered your options, I'd be happy to set up a time to discuss everything. When are you usually available during the week?

Thanks again for reaching out!

Warm regards,
Brooks

Brooks Derrick | Injury Lawyer | Certified Mediator
Brooks Derrick Accident & Injury Lawyers
224 NE Main Street | Simpsonville, SC | 29681
864.757.0757 (o) | 864.751.7463 (f) | derricklawoffice.com

, [Quoted text hidden]

STEPHENSON+MURPHY

ATTORNEYS AT LAW LLC

June 16, 2025

Via Email: a.savenkov@icloud.com

Andrei Savenkov
112 Robin Hood Road
Taylors, SC 29687

Re: Fee Dispute

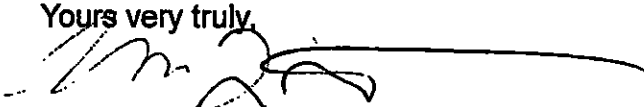
Dear Mr. Savenkov:

This is to confirm my recent telephone calls to you.

As we discussed please be advised that so far, I have reviewed a number of documents including your submission to the Bar and Mr. Derrick's responses. I have not seen anything other than what you have submitted to the Bar, which was voluminous.

It certainly appears to me that Mr. Derrick spent more than enough time to justify the fee of \$15,741.00. The purpose of this letter is to request that you call me or meet with me and explain to me why you think otherwise. If I do not hear from you by the end of the week, I will issue my report.

Yours very truly,



Thomas L. Stephenson



224 NE Main Street
Simpsonville, SC 29681

(864) 757-0757
(864) 751-7463 fax

May 20, 2025

Via U.S. Mail and Email

David Moore, Esq.
Circuit Chair
Thirteenth Circuit Panel of the Resolution of Fee Disputes Board
PO Box 1509
Greenville, South Carolina 29602
dmoore@turnerpadget.com

Re: Fee Dispute – Andrei Savenkov

Dear Mr. Moore,

I am writing to respectfully request that the South Carolina Bar Resolution of Fee Disputes Board (the “Board”) dismiss the Application for Resolution of a Disputed Fee submitted by Mr. Andrei Savenkov. The Board lacks jurisdiction over the matter because there is no actual “legal fee” in dispute as defined by Rule 2 of South Carolina Appellate Court Rule 416.

A. Brief Background

On March 18, 2025, as part of concluding our representation and finalizing the settlement of his personal injury claim with Nationwide, Mr. Savenkov directed our office to:

1. Accept the settlement offer negotiated with Nationwide;
2. Deposit the settlement funds into our trust account;
3. Pay outstanding lienholders;
4. Disburse to him the net proceeds pursuant to our Legal Services Agreement; and
5. Retain the disputed attorney’s fees in trust pending resolution of a fee dispute.

We complied with his instructions, negotiated the settlement, and received the check from Nationwide. Since then, however, Mr. Savenkov has refused to cooperate in endorsing the settlement check, signing the Release, or executing the disbursement statement. In the interim, Mr. Savenkov has made multiple attempts to contact Nationwide directly in an effort to resolve the claim on his own, thereby attempting to circumvent both payment to lienholders and the jurisdiction of this Board.

On May 15, 2025, we notified the Nationwide adjuster, Mae Russell, of the termination of our representation and formally asserted a charging lien on the settlement proceeds. We also requested guidance on how to handle the unendorsed settlement check, which remains in our possession. To date, we have not received a response from Nationwide.

B. Legal Analysis

South Carolina Appellate Court Rule 416, Rule 2 confines the Board's jurisdiction to disputes involving a "fee," defined as "a legal fee, costs of litigation, and disbursements associated with a legal cause, claim, or matter."

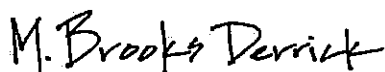
What is before the Board is not a fee dispute, but a question of enforcing a charging lien against settlement proceeds. Therefore, there is no current controversy over the reasonableness or amount of a fee in the traditional sense nor any disputed disbursements. The only issue at this time is the existence and enforceability of a lien, which is a question that falls outside the scope of the Board's authority.

C. Conclusion

Accordingly, we respectfully request that the Board dismiss Mr. Savenkov's Application for lack of jurisdiction.

Should you have any questions or require additional information, please do not hesitate to contact me at the office at (864) 757-0757.

With kind regards,



M. Brooks Derrick

Copy to: Andrei Savenkov (via email)
 Paulina Freire (via email)

D E R R I C K
L A W O F F I C E

Derrick, Brooks <brooks@derricklawoffice.com>

Re: Quick update on offers

Brooks Derrick <brooks@derricklawoffice.com>
To: Andrew Savenkov <a.savenkov@icloud.com>
Cc: SavenkovAndreiZ11325408@derrick.filevineapp.com

Thu, Jan 9, 2025 at 3:03 PM

Andrei,

Thanks for your email and for sharing your concerns. I value your feedback and want to address your points thoroughly and transparently. Your case remains a priority for our firm, and we are committed to achieving the best possible outcome for you as efficiently and quickly as possible.

However, I must respectfully disagree with some of your assertions and would like to provide clarification on the issues you've raised:

Timeline of the Case:

I understand your frustration with the length of time, but cases like yours—especially those involving complicated injuries, treatment with multiple medical providers, and complex negotiations—can take years to resolve. This is not unusual, as we are focused on maximizing your recovery and addressing your claims appropriately. Rushing through this process often leads to suboptimal outcomes, which we are committed to avoiding.

Lost Wages Claim:

Now that we have the letter from your employer, we are preparing to send your lost wages information to the insurance company. This should go out either this week or early next week. Once submitted, I anticipate a final response from the insurance company within 2-4 weeks. I understand this is important to you, and we are working diligently to finalize it as soon as possible.

Negotiations with Providers (e.g., Bon Secours):

Regarding Bon Secours, the challenge lies in the fact that your balance is now zero, requiring us to engage a different department to request a refund. When you made payments, Bon Secours did not apply their typical "self-pay discount" but applied payments toward the full amount. These additional layers have caused some delays. Unfortunately, delays like this are not uncommon when dealing with large and somewhat bureaucratic entities. That said, we are actively pursuing a resolution and will continue to follow up until it is fully resolved. I wish they were faster, but I can assure you we're doing everything we can to get answers within the constraints they provide.

Your Involvement in the Case:

Personal injury cases do require client participation, as your input and documentation are essential to building a strong case. While I understand your perspective, the level of involvement required is consistent with the nature of these cases and is necessary to achieve the best possible outcome for you.

Formal Complaint and Fee Structure:

I take your mention of filing a formal complaint very seriously and ask for the opportunity to address your concerns amicably and directly.

Regarding the fee structure, it is aligned with industry standards and reflects the time, resources, and expertise dedicated to your case.

If you'd like, I'd be happy to arrange a meeting to discuss these concerns further.

Next Steps:

To address your concerns and continue making progress on your case, we will:

- Finalize and send the lost wages claim to the insurance company this week or early next week.
- Continue our efforts to secure a refund from Bon Secours.
- Schedule a meeting or a call to discuss any additional specific items and outline the next steps in more detail.

I hope this response provides clarity and reassures you of our commitment to your case. If you'd like to discuss any of this further, please let me know a convenient time for a call or meeting. I'd be happy to go over everything with you.

Warm regards,
Brooks

Brooks Derrick | Injury Lawyer | Certified Mediator
Brooks Derrick Accident & Injury Lawyers
224 NE Main Street | Simpsonville, SC | 29681
864.757.0757 (o) | 864.751.7463 (f) | derricklawoffice.com

On Thu, Jan 9, 2025 at 11:01 AM Andrew Savenkov <a.savenkov@icloud.com> wrote:

Hi Brooks,

I hope you're doing well. I wanted to take a moment to address my growing concerns about the progress of my case. While I appreciate your work, I feel that the nearly two-year timeline since the accident has stretched far beyond what I anticipated, and the process still feels unresolved.

In some respects, this situation is beginning to resemble the "deny, delay, defend" approach often seen in insurance cases. I understand that there may be complexities involved, but I believe there are ways to move this process forward more efficiently:

- **Communication and Transparency:** For instance, with Vituity, I was not informed early enough about the difficulties in negotiating reductions. If I had known this sooner—when payments were being made—I might have chosen a different course of action to save us time and effort.
- **Expediting Pending Items:** It feels like certain matters, such as the lost wages claim and final negotiations with providers like Bon Secours, are progressing more slowly than they should. While I've provided the necessary documents, I haven't yet received substantive feedback or clear next steps.

I hired your firm to handle these complexities so I wouldn't have to navigate them myself. I trusted your expertise, but now I would like to see stronger initiative from your team to finalize this case in a timely manner. If there are specific obstacles causing delays, please let me know so we can address them directly.

At this point, I believe I've been patient and cooperative throughout the process. However, if I don't see meaningful progress or concrete results soon, I'll have no

choice but to file a formal complaint with the appropriate professional oversight bodies. I truly hope it doesn't come to that, as I would prefer to resolve this matter amicably and efficiently.

Additionally, I'd like to discuss whether the level of effort and time required on my part aligns with the value of your services. My involvement has been more hands-on than I expected, which is something I feel warrants a conversation about the fairness of the fee structure given the circumstances.

Please let me know how we can accelerate progress on the remaining issues. I look forward to hearing from you soon.

Best regards,
Andrei Savenkov

Sent from my iPhone

On Jan 3, 2025, at 22:49, Andrew Savenkov <a.savenkov@icloud.com> wrote:

Hi Brooks,

I hope you're doing well and had a great holiday season! I just wanted to follow up and check if there are any updates on the outstanding matters we discussed, including the lost wages claim and any progress with Bon Secours or other items.

The letter you've asked for is attached below.

Please let me know if there's anything further you need from me to keep things moving.

Best regards,
Andrei Savenkov

Sent from my iPhone

On Dec 18, 2024, at 16:48, Brooks Derrick <brooks@derricklawoffice.com> wrote:

Andrei,

Thank you for providing the lost wages documentation. I'll review those materials, and if

I need anything further, I'll let you know.

Regarding the documentation for the missed work, a statement from your employer on their letterhead confirming the days of work you missed would be very helpful.

On the Vituity balance, I respectfully disagree with your assessment and the way our approach was characterized. The approach taken with Vituity was based on my professional judgment as your attorney, which is to prioritize actions that maximize your financial recovery and minimize unnecessary costs or delays.

That said, I completely understand your frustration and your desire to be more involved in decisions like this. I will ensure that moving forward, you are informed about such decisions earlier in the process, so you have the opportunity to weigh in before we proceed.

Warm regards,
Brooks

D E R R I C K
L A W O F F I C E

Derrick, Brooks <brooks@derricklawoffice.com>

Re: Quick update on offers

Andrew Savenkov <a.savenkov@icloud.com>
To: Derrick Brooks <brooks@derricklawoffice.com>

Wed, Feb 5, 2025 at 3:43 PM

Hi Brooks,

I am formally requesting a complete copy of all documents, records, and correspondence related to my case. Please provide the following within five business days:

1. All case-related documentation including medical records, billing statements, correspondence with insurance companies, settlement negotiations, and any internal notes.
2. All communications related to negotiations including any emails, letters, or other correspondence with medical providers regarding bill reductions.
3. Time records of work performed on my case a detailed breakdown of time spent on each aspect of my case, including negotiations, legal research, and communications.

Additionally, I need to schedule another medical evaluation for my ankle. The pain has recently worsened significantly, and this is a direct result of Bon Secours failing to diagnose my fracture and the overall quality of medical care I received. Since my injuries stem directly from this accident, I expect your office to handle the scheduling. Please coordinate this and confirm the appointment details as soon as possible.

Now let's talk about reality. One of the doctors confirmed that my pain is permanent, and in this case the settlement amount you initially negotiated is completely inadequate. You know this. I know this. And the insurance company certainly knows this.

How We Close This Case Fairly:

I will walk away with enough money to cover my surgery, based on the estimate you yourself obtained.

Any remaining gap between the settlement and the cost of my surgery will be covered from your contingency fee, after all medical expenses have been paid.

Once this is finalized, we part ways amicably, and this matter is closed we never have to deal with each other again.

Brooks, you've become the system you were supposed to protect me from. The very system that delays, denies, and defends itself while people like me suffer. Two years ago, you were supposed to fight for me, to ensure I got the compensation I deserved. But now, you are no different from the insurance companies, from Bon Secours, from every bureaucratic wall put up to wear victims down.

I am giving you one last chance to prove you are not just another cog in that system to do the right thing instead of taking the easy way out. This is your opportunity to either fix this or confirm that you've stopped caring long ago.

I expect a response within 48 hours.

Best regards,

Andrei Savenkov

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