

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-32-01109

**ORIGINAL**

Adele J. Pope

Gloria P. Corley, et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

**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
- 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: Defendant's Motion for Summary Judgment is DENIED. Reviewing the factors outlined in Rule 1.5, RPC, Rule 407, SCACR, the court finds that the fee agreement is neither unreasonable nor unconscionable. Although Plaintiff may not have devoted significant time and labor to the matter, and she was not precluded from other employment, Plaintiff nevertheless was instrumental in finalizing the settlement in question. Furthermore, this is a contingency fee arrangement that is typical of probate cases. The fee only provides for compensation of one-third (1/3) of the amount above the settlement Defendant negotiated without advice of counsel. Finally, Plaintiff is a certified specialist in estate and probate law, and had a longstanding relationship with Defendant. The fact that Defendant was advised by her son, who is a licensed attorney, also militates against a finding that the agreement is unconscionable. Therefore, Plaintiff is entitled to the fees earned under the agreement. Accordingly, Plaintiff's Motion to for Summary Judgment and her Motion to Strike Defendant's unconscionability defense are GRANTED.

**ORDER INFORMATION**

This order  ends  does not end the case.  
 Additional Information for the Clerk :

FILED  
 2011 APR 11 11:28

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
Adele J. Pope, )  
 )  
Plaintiff, )  
 )  
Vs. )  
 )  
Gloria P. Corley, and )  
Samuel M. Corley, individually )  
And as Trustee of the M. L. Corley )  
Marital Trust, )  
 )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
Case No. 2011-CP-32-01109


**CERTIFICATE OF SERVICE**

I, Beth Cogan, an employee with Ballard Watson Weissenstein, do hereby certify that on March 11, 2014, I served a copy of **Notice of Appeal** in the above-captioned case on the following individual(s) by placing the same in United States Mail, with sufficient first-class postage affixed, addressed as follows:

**Mr. Adam T. Silvernail, Esquire  
Law Office of Adam T. Silvernail, LLC  
PO Box 1898  
Columbia SC 29202 1898**

**Charlie 'Bru' McDonald Pender, Esquire  
2001 Assembly Street, Suite 201  
Columbia, South Carolina 29201**

**Beth Carrigg  
Lexington County Clerk of Court  
205 East Main Street  
Lexington, South Carolina 29072**

  
Beth Cogan, Paralegal

March 11, 2014  
West Columbia, South Carolina