

For Clerk of Court Office Use Only

This judgment was entered on the 4 day of April, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this 4 day of April, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Mary J. Brown

CLERK OF COURT

Court Reporter:

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 MARION CREEL,)
)
 Plaintiff,)
)
 -VS-)
)
 DOUGLAS CREEL,)
)
 Defendant.)

IN THE COMMON PLEAS COURT
 NINTH JUDICIAL CIRCUIT
 CASE NUMBER: 2010-CP-08-4140

FINAL ORDER

FILED
 2011 APR 13 11:10:09
 CLERK OF COURT
 BERKELEY COURT

Hearing Date: January 11, 2012 and September 30, 2013
Hearing Judge: Robert E. Watson – Master-In-Equity
Plaintiff’s Attorney: Robert R. Thuss
Defendant’s Attorney: Grover C. Seaton, III
Court Reporter:

HISTORY

This action was filed on November 19, 2010, by the Plaintiff who is also the father of the Defendant. The Plaintiff set forth three (3) causes of action. Mutual and unilateral mistake, a breach of the covenants of good faith and fair dealing and breach of fiduciary duties allegedly owed by the Plaintiff. The Plaintiff sought reformation of the promissory note or in the alternation a rescission of the transaction. The Plaintiff also plead various damages and requested attorney’s fees.

The Defendant, Doug Creel, represented by Grover C. Seaton, III, Esquire answered and counterclaimed on February 1, 2011. The Defendant asserted the Statute of Frauds as an affirmative defense to any application plead by the Plaintiff for alteration, modification or revocation. Further, Defendant asserted that the Plaintiff failed to state a claim pursuant to Rule 12(b)(6) of the Rule of Civil Procedure and that the action is frivolous in nature and set out under the Frivolous Sanctions

Act, Title 15-36-10, et. seq., Code of Laws of South Carolina, 1976, as amended. The Defendant plead various damages and attorney's fees.

ISSUE

The action brought by the Plaintiff concerns a real estate closing concerning property located at 1730 North Main Street, Summerville, SC. The property closing concerning the subject matter of this action was on April 9, 2009. Attorney Peter Wycoff, Esquire acted as the closing attorney and the parties were both present at the closing. The sales price of the property was \$550,000.00 with the Defendant placing \$150,000.00 down and the Plaintiff, owner, financing the remainder of \$400,000.00. As established by the testimony, the payment of \$150,000.00 was to payoff the Plaintiff's primary mortgage on the property. The promissory note prepared by Attorney Wycoff reflected a loan of \$400,000.00 payable to the order of the Plaintiff as follows:

"Together with interest at the rate (4%) percent per annum payable in equal monthly installments of **\$2,423.92** commencing on **May 9, 2009** and continuing on the same day of each month thereafter until the principal sum of **\$400,000.00** and the interest accrued thereon has been paid, and if not sooner paid, shall be due and payable on **April 9, 2009**. Said Installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal hereof.

The Plaintiff's position was the note should have read 4% a year with a five (5) year call. The cap of the call would not exceed 2%. In other words, the first five (5) years the note would adjust to 6% interest. Five years later the note would increase to 8% and so on. The Defendant's position was that the note was a fixed rate of 4% for 20 years. It should be noted that the note there was a late fee \$5.00 charged on any payment received more than fifteen (15) days after such payment was due. The privilege was further reserved to prepay at anytime all and any parts of indebtedness due there under without premium of fee.

There was also an Offer to Purchase Real Estate between the parties dated March 19, 2009. The property was to be closed on or before April 10, 2009. The Offer to Purchase contained the following:

"1. This offer is subject to buyer obtaining a real estate mortgage for no less than ~~OWNER~~ TO HOLD MORTGAGE 400000.00 AT 4% INTEREST FOR 20 YEAR LOAN payable over 20 YEARS with interest not to exceed 4% at customary terms within 30 days from date hereof."

Both parties executed the Offer to Purchase Real Estate and later a copy of the agreement was entered into evidence. As of the date of the last hearing, the parties were complying with the terms of the Offer to Purchase Real Estate and promissory note."

EVIDENCE PRESENTED

The Court took testimony from five (5) witnesses. Robin Creel Chavis and Suzette Creel testified on January 11, 2012 for the Plaintiff. A Dr. David H. Hammet testified by way of deposition that was taken on May 3, 2013. The Plaintiff, Marion Creel, Jr., testified on May 9, 2013. Once Plaintiff testified and Dr. Hammet's deposition was admitted the Plaintiff rested his case. The Defendant rested. The Plaintiff then called two (2) witnesses, Attorney Peter Wycoff and the Defendant, Douglas Creel in reply. Testimony concluded after their testifying on September 30, 2013.

FINDINGS OF FACT

1. I find from the Plaintiff's witness, Robin Creel Chavis, that she is the daughter of the Plaintiff and stepsister of the Defendant. She testified that the Plaintiff, father, had a stroke in September 2008 and as result had a lot of short-term memory loss initially. That on or about November 2009, the Plaintiff called Ms. Chavis and the Defendant concerning the real estate. He executed the power of attorney appointing them as his attorney-in-fact. It appears from the testimony

that the Defendant was limited to making repairs if needed and Ms. Chavis was to handle contracts that needed to be prepared showing units and depositing rent and collecting rent.

2. That I find that Ms. Chavis did not know about the subject sale until after it happened. She did testify that during that time the Plaintiff could remember short-term things.

3. I further find that after potential sign of the Plaintiff's improvement was that he revoked the Power of Attorney.

4. That regarding the contract of sale drawn up and executed by the parties, Ms. Chavis was not present and she did not prepare the contract or attend the closing of the property.

5. Ms. Chavis further testified that she knew of no documents that would declare her father mentally incompetent or incapable of handling his own affairs.

6. I find that the Plaintiff brought this lawsuit without a guardian and that he has a valid South Carolina driver's license.

7. Mrs. Suzette Marie Creel, wife of the Plaintiff, testified and at the time of her testimony the Court finds that she had been married to the Plaintiff for nineteen (19) years. She testified that her husband had a stroke in September 2008 that left his left side paralyze yet she testified that he got back totally within two (2) to three (3) months. There was no testimony of the wife regarding the Plaintiff's suffering short-term memory loss as a result of a stroke.

8. Mrs. Creel was not at the meeting between the Plaintiff and Defendant regarding the subject real estate. That she knew of the sale of the property to the Defendant but did not negotiating any of the terms.

9. That after closing of the property and upon review of the documents the first thing that "jumped out at us" as she testified was that the hand-written late fee and not the interest rate.

The late fee and interest rate I find are on the same document with the late fee subsequent. I further find that she never had direct communications with the Defendant or attorney Peter Wycoff regarding the interest rate.

10. I further find that after the closing Mrs. Creel testified that she and her husband had gone to two (2) attorneys regarding the issue. That the first attorney did write a letter to the Defendant addressing the interest rate. The letter that he sent was dated May 5, 2009.

11. I further find that approximately some five (5) months later the second attorney, Edward Dennis, Esquire, wrote two (2) lengthy letters to the Defendant and nowhere was the interest rate mentioned. Attorney Dennis only addressed the late fee and an insurance issue.

11. Testimony of Dr. David H. Hammet indicated that he was deposed of May 3, 2013. That the Plaintiff's attorney listed the doctor's background, but failed to qualify him as an expert. In fact, there is no evidence in the record that Dr. Hammet had ever been qualified as an expert. Furthermore, I find that his opinion and testimony are not rendered to a reasonable degree of medical certainty. Thus, the Court finds that Dr. Hammet did not testify as an expert. I further find that his testimony should be give little or no weigh at all.

12. Dr. Hammet's testimony does serve some purpose. At the time of his deposition, Dr. Hammet had been seeing the Plaintiff for about six (6) months. This meant that he began seeing the Plaintiff on or about October to November 2012. He further testified that there was not a lot of information that he saw how the stroke affected the Plaintiff in the first few months. He did testify that the stroke did not make the Plaintiff incompetent and at best the stroke "could've" played a factor that day.

13. I further find that cross-examination that Dr. Hammet had no medical opinion

regarding the Plaintiff's cognitive abilities during any of the periods of time that he talks about in his Complaint.

14. I further find that Dr. Hammet testimony only strengthened the Defendant's position and that the terms of the promissory note should be upheld.

15. I further find that Dr. Hammet, without being qualified as an expert, testified as a layman. Even if he was properly qualified his testimony did not bolster Plaintiff's contention that his stroke affected his ability to comprehend the closing.

16. I find from the Plaintiff, Marion Creel, Jr.'s, testimony that the Offer to Purchase the property was his idea and that the Defendant initially said that he couldn't afford it.

17. I find that the parties met on March 10, 2009 and that an Offer to Purchase Real Estate was executed by the parties. The Plaintiff testified that he did not recognize the document because it did not have his original signature on it and that he had to see the original signature on the document that he signed. He further testified that he gave the document to the Defendant to take straight back to Attorney Wycoff's office and that he went back to his home state of Georgia and same was faxed back.

18. During cross-examination the Plaintiff testified that that was a copy of his signature but that that was not his original signature.

19. Even though counsel for the Plaintiff argued that it was his position that Mr. Creel did not sign the Offer to Purchase Real Estate I find this position was not on solid ground.

20. The Court also found that it would be fair to say that the Plaintiff was paying attention during the closing because he noticed the late payment penalty was blank on the promissory note. That the Plaintiff argued over the late fee and even though the Plaintiff testified that he could not

concentrate during the closing his concentration was good enough to notice the blank space and other sheets of paper.

21. Plaintiff testified that he believed that the Defendant and Attorney Wycoff did not do the closing correctly.

22. Attorney Wycoff was not named as a defendant in this action.

23. I find that the Attorney Peter Wycoff testified and that as he remembered everything seemed quite normal. That the interest rate seemed pretty much in line with the prevailing rate at the time of the closing. He went on to testify about the late fee and that the promissory note had a blank for the late fee. He further testified that it was his recollection that the Plaintiff said why don't you just make it \$5.00 so I put \$5.00 in the blank.

24. Attorney Wycoff said that he had no indication before or during the closing that anything was amiss. He further testified that he explained the terms of the note to the Defendant with the Plaintiff present and that during this time the Plaintiff's concentration was directed at the missing late fee and an argument ensued. He further testified to be reasonable to assert that the Plaintiff was privy to the details explanation of note because he was facing in that direction. He further testified that the Plaintiff seemed perfectly normal to him and that he had no reason whatsoever to suspect there were any types of health issues or mental issues or any matters of illiteracy. That he further testified that he had no reason to question anything about the closing.

25. That Attorney Wycoff further testified that he generally always relies on copies to prepare promissory note and that was standard practice. That the Offer to Purchase Real Estate in this matter meet all the requirements of a valid binding agreement and did not believe it was necessary to execute a sales agreement.

26. Testimony of Defendant Douglas Creel. That Defendant testified that his father approached him to purchase the Property. At first he was very reluctant because he lived far away and it would be hard to manage the Property. That he agreed to purchase the property but the price was not determined until they met. He further testified that he and the Plaintiff agreed to a sales price of \$550,000.00 with \$150,000.00 down. The remaining \$400,000.00 would be owner financed at 4% over twenty years. That his testimony, "That was it." When asked about Plaintiff and Defendant discussing a COL feature, Defendant stated, No, because if he had, he wouldn't have bought the building because it only had two tenants in it and that the rent was only bringing in approximately \$2,400.00 monthly. He further testified that no one had a written agreement when they arrived at the property. So, once the terms were negotiated and agreed upon, Defendant typed up the agreement, and both parties signed the agreement and that he read the agreement to the Plaintiff.

27. The Defendant further testified that he agreed to change the late fee feature but would not agree to change the interest rate because that was not discussed when they signed the agreement that had been made. He further testified that he did not respond to the Plaintiff regarding the interest rate because we had discussed this when we were doing the contract and I couldn't offer to pay him a living raise every five (5) years of 2%. That wasn't what we agreed upon. He did testify that he attempted to call the Plaintiff but the Plaintiff hung up on him. He further testified that he bought the building to help out his father. That at the time the economy was way down and houses were being foreclosed everywhere. He further testified that he had complied with the parties' agreement by paying the \$150,000.00 down and keeping the payments current.

CONCLUSIONS OF LAW

1. That the Court carefully observed each of the witnesses and their demeanor while testifying and consider the applicable law and arguments of counsel. The greater weight of evidence and the applicable law requires that this Court uphold the written sales terms. The evidence was not clear and convincing that there was a unilateral mistake. That even if there was a unilateral mistake the Plaintiff failed to prove by clear and convincing evidence that the mistake was induced by fraud, deceit or concealment. The Court further concluded that all the terms of the agreement and the Offer to Purchase were clear and unambiguous and all central terms were present.

2. It is the findings of this Court that the Defendant has complied with the terms of the parties' agreement and that the Plaintiff has failed to meet his burden of proof and has failed to show that this was in fact not the parties' agreement. The Court finds that the parties' agreement should be upheld.

WHEREFORE, it is hereby

ORDERED, ADJUDGED, and DECREED that the Complaint be dismissed with prejudice.

Robert E. Watson

Robert E. Watson, Master-In-Equity

Dated this 3 day of ^{April}~~March~~ 2014
in Moncks Corner, SC.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 MARION CREEL,)
)
)
 Plaintiff,)
)
 VS.)
)
 DOUGLAS CREEL,)
)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO: 2010-CP-08-4140

AFFIDAVIT OF ATTORNEY'S FEES

2014 APR -4 AM 10:09
 HARRY R. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC

PERSONALLY APPEARED BEFORE ME, Grover C. Seaton, III, being duly sworn,
 deposes and says as follows:

1. That he is the attorney for the Defendant in the above entitled action.
2. That he was admitted to the South Carolina Bar in 1971, and since that time has been engaged in litigation practice in both civil and criminal matters, primarily in the State of South Carolina, but generally in the southeastern United States.
3. That he is and has been an active member of the South Carolina Bar and the South Carolina Criminal Defense Lawyer's Association.
4. That he is actively engaged at this time in trial practice with an emphasis on family law.
5. That he incorporates herein Rule 32, Rules of Practice of the South Carolina Supreme Court, which contains the Canons of Professional Ethics and further calls attention of the Court to the holdings in Nienow v. Nienow, 268 S.C. 161, 232 S.E. 2d 504 (1977) and Atkinson v. Atkinson, 279 S.C. 355, 309 S.E. 2d 14 (S.C. App. 1983) concerning the factors and criteria which should be considered in the setting of attorney's fees. He relies upon the discretion of this Court in the

determination of the amount of fees, based, among other things, on the Court's file, the Court's knowledge and acquaintance of counsel's ability in family law, and the Court's knowledge of the litigation between the parties which reflect the difficulty of the services rendered, the time necessarily expended, the results accomplished, the fact that there is no contingency of compensation in a domestic relations case, the professional standing of counsel before the Bar, and the fees customarily charged in this area of domestic litigation.

6. That on or about January 2011, the Defendant came to the undersigned's office and requested that the undersigned represent him/her in a domestic case. That he/she is informed and believes that during the preparation of this case, up to the time of trial, the time as set forth more fully hereinafter, was necessary for the prosecution of Defendant's rights in all of the circumstances of the case.

7. That at the time of the Defendant's initial conference with the undersigned, or soon thereafter, the Plaintiff was advised of a fee arrangement whereby she would be charged an hourly rate of not less than \$300.00 for the attorney's time and for all costs in handling the Defendant's case, plus additional monies to be paid for advance costs or for costs as they were incurred on behalf of the Defendant.

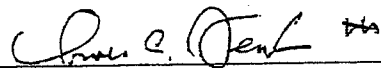
8. That the undersigned, in accordance with his time and expense records, which were maintained on a daily and contemporary basis, state to the Court that the following time and expenses were necessarily expended by him in the preparation of this case through. (An itemized statement concerning the work performed and the fee and costs incurred is attached hereto and incorporated herein by reference.)

TOTAL \$ 14,016.60

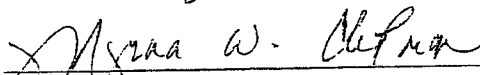
9. That the above time and expenses have been computed as to March 13, 2014 and do not include services rendered subsequent to that date, including the trial of this matter.

10. That based on the time necessarily devoted to this case and other criteria which have been held to be relevant in the setting and awarding of attorney's fees, costs and suit money, the undersigned requests that this Court Review the file herein, together with this affidavit, and grant judgment in favor of the undersigned in a sum which may be determined by the Court to be reasonable as attorney's fees and suit expenses, and that the Plaintiff be required to pay the same within a reasonable time as may be determined by this Court.

SEATON LAW FIRM, LLC

BY: 
Grover C. Seaton, III
Attorney for Plaintiff
105 Carolina Avenue
Post Office Box 38
Moncks Corner, SC 29461
(843) 761-8365

Sworn to and subscribed before me
this 13 day of March, 2014


Notary Public-South Carolina
My Commission expires: 3-28-17

Date 3/10/14
Time 10:12 am

Detail Slip Listing

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate	Time	Total
Reference	Client	Level		
Description	Slip# Activity			
.....1090		300.00		
1/24/11	Grover Seaton	2	0.75s	225.00
Call with client and opposing counsel	Creel, Doug Call			
.....1091		300.00		
1/25/11 - 1/26/11	Grover Seaton	2	5.70s	1710.00
Research, organized file, called Wyckoff, dictated Answer & Counterclaim, Discovery, memo on Wycokoff, faxed pleadings to him, instructions to Myrna	Creel, Doug Research			
.....1092		300.00		
1/25/11 - 1/26/11	Grover Seaton	2	0.75s	225.00
Received extension, letter, exhibits, reviewed same.	Creel, Doug Misc			
.....2091		125.00		
1/27/11	Myrna Chipman	2	2.50s	312.50
Transcription of Answer & Counterclaim, changes, etc., transcription of Discovery	Creel, Doug Transcribe			
.....2093		125.00		
2/2/11	Myrna Chipman	2	0.20s	25.00
Transcription of letter to opposing counsel re: Answer and Counterclaim and Discovery	Creel, Doug Transcribe			
.....1089		300.00		
2/7/11	Grover Seaton	2	0.70s	210.00
Call with opposing counsel	Creel, Doug Call			

Date 3/10/11
Time 10:12 am

Detail Slip Listing

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Client	Rate	Time	Total
Reference	Activity		Level		
Description	Slip#				
.....2110			300.00		
3/7/11	Grover Seaton		2	0.10s	30.00
Review of letter from opposing counsel	Creel, Doug Review				
.....1088			300.00		
3/17/11	Grover Seaton		2	1.50s	450.00
Reviewed and received discovery, instructions to Mryna, sent to client	Creel, Doug Review				
.....2108			300.00		
3/23/11	Grover Seaton		2	0.10s	30.00
Review of letter from opposing counsel re: Plaintiff responses to discovery	Creel, Doug Review				
.....2109			125.00		
3/28/11	Myrna Chipman		2	0.20s	25.00
Transcription of letter to client re: Plaintiff's responses to discovery	Creel, Doug Transcribe				
.....2088			300.00		
4/19/11	Grover Seaton		2	0.50s	150.00
Call with client	Creel, Doug Call				
.....1612			300.00		
4/26/11	Grover Seaton		2	0.25s	75.00
Call with opposing counsel	Creel, Doug Call				
.....1613			300.00		
5/2/11	Grover Seaton		2	2.25s	675.00
Dictation of discovery responses	Creel, Doug Dictation				

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate	Time	Total
Reference	Client	Level		
Description	Activity			
.....2094		125.00		
5/16/11 - 5/17/11	Myrna Chipman	2	2.00s	250.00
Transcription and compile	Creel, Doug			
Defendant's answers to	Transcribe			
Interrogatories and Request				
for Production				
.....2111		300.00		
5/17/11	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
opposing counsel re: Consent	Review			
Order of Reference				
.....2112		125.00		
6/30/11	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
opposing counsel re: copy of	Transcribe			
Consent Order of Reference				
.....2113		125.00		
7/28/11	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
opposing counsel re: meeting	Transcribe			
at property				
.....1611		300.00		
8/12/11	Grover Seaton	2	2.30s	690.00
Met with client, opposing	Creel, Doug			
counsel and his client at	Misc			
real estate				
.....2089		300.00		
1/10/12 - 1/11/12	Grover Seaton	2	5.80s	1740.00
Preparation for court on	Creel, Doug			
10th with client and	Prep Pleadings			
Preparation and assembly of				
case with client on 11th,				
court appearance, travel and				
waiting				

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate	Time	Total
Reference	Client	Level		
Description	Slip# Activity			
.....2117				
5/8/12	Grover Seaton			
Transcript of deposition of	Creel, Doug	Qty	Amount	
Dr. Hammett	\$Misc	1	82.85	82.85
.....2099		300.00		
5/12/12	Grover Seaton	2	0.10s	30.00
Review of letter and Motion	Creel, Doug			
to Compel from opposing	Review			
attorney				
.....2107		300.00		
5/19/12	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
opposing counsel to Judge	Review			
Watson				
.....2101		125.00		
5/29/12	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
client re: motion to compel	Transcribe			
.....2100		125.00		
6/12/12	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
opposing counsel re: P & L	Transcribe			
.....2097		300.00		
7/23/12	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
opposing counsel	Review			
.....2095		125.00		
8/15/12	Myrna Chipman	2	0.20s	25.00
Transcription of letter to	Creel, Doug			
opposing counsel re: P & L,	Transcribe			
etc.				

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate		
Reference	Client	Level	Time	Total
Description	Slip# Activity			
.....2096		300.00		
8/24/12	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
Darcenia Montgomery	Review			
.....2105		300.00		
9/25/12	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
opposing counsel re:	Review			
Darcencia Montgomery				
telephone conference				
.....2106		300.00		
9/27/12	Grover Seaton	2	0.10s	30.00
Review of letter to Mr.	Creel, Doug			
Creel re: letter from	Review			
opposing counsel re: phone				
conference for 10/15/12				
.....2118		300.00		
10/15/12	Grover Seaton	2	0.20s	60.00
Telephone conference with	Creel, Doug			
Judge Watson and opposing	Conference			
counsel				
.....2115		125.00		
2/7/13	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
opposing counsel re:	Transcribe			
continuing hearing and				
rescheduling same.				
.....2114		125.00		
3/16/13	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
client re: hearing date	Transcribe			
.....2119		300.00		
5/8/13	Grover Seaton	2	2.00s	600.00
Preparation for hearing and	Creel, Doug			
Preparation with client	Prep Pleadings			

Date 3/10/14
Time 10:12 am

SEATON LAW FIRM, LLC
Detail Slip Listing

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Client	Rate	Time	Total
Description	Slip#	Activity	Level		
.....2119	cont.				
.....2120			300.00		
5/9/13	Grover Seaton		2	5.00s	1500.00
Court Appearance, travel and waiting	Creel, Doug	Court			
.....2646			300.00		
9/1/13	Grover Seaton		2	1.00s	300.00
Preparation for hearing	Creel, Doug	Prep Pleadings			
.....2647			300.00		
9/4/13	Grover Seaton		2	1.00s	300.00
Court Appearance, travel and waiting	Creel, Doug	Court			
.....2648			300.00		
9/29/13	Grover Seaton		2	1.00s	300.00
Preparation for court	Creel, Doug	Prep Pleadings			
.....2649			300.00		
9/30/13	Grover Seaton		2	2.00s	600.00
Court Appearance, travel and waiting	Creel, Doug	Court			
.....2650			300.00		
11/14/13	Grover Seaton		2	0.20s	60.00
Dictation of letter to Judge Watson re: memorandum	Creel, Doug	Dictation			

Date 3/10/14

Time 10:12 am

SEATON LAW FIRM, LLC

Detail Slip Listing

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate		
Reference	Client	Level	Time	Total
Description	Slip# Activity			
.....2651		125.00		
11/14/13	Myrna Chipman	2	0.25s	31.25
Transcription of letter to	Creel, Doug			
Judge Watson re: memorandum	Transcribe			
.....2652		300.00		
11/22/13 - 11/27/13	Grover Seaton	2	3.00s	900.00
Research, compose and	Creel, Doug			
dictate Defendant's	Misc			
Memorandum in Opposition of				
Recission or Reformation				
.....2653		125.00		
11/22/13 - 11/27/13	Myrna Chipman	2	3.00s	375.00
Research and Transcription	Creel, Doug			
of Defendant's Memorandum in	Transcribe			
Opposition of Recission or				
Reformation, corrections,				
changes, etc.				
.....2654		125.00		
11/27/13	Myrna Chipman	2	0.40s	50.00
Send Defendant's Memorandum	Creel, Doug			
in Opposition of Recission	Misc			
or Reformation to Judge				
Watson and opposing counsel,				
copying				
<hr/>				
GRAND TOTAL				
	Timekeeper		52.25s	13933.75
	Client			0.00
	Activity			82.85
	Billable		52.25	14016.60
	Unbillable			0.00

For time: s=spent e=estimated v=variance

Date / Start Time	Timekeeper	Rate		
Reference	Client	Level	Time	Total
Description	Slip# Activity			
.....2092		125.00		
2/1/12	Myrna Chipman	2	0.40s	50.00
Travel to court to file	Creel, Doug			
Answer and Counterclaim	Misc			
.....2098		125.00		
2/22/12	Myrna Chipman	2	0.10s	12.50
Review and respond to email	Creel, Doug			
from opposing counsel	Review			
.....2090		300.00		
3/16/12	Grover Seaton	2	1.30s	390.00
Dictation of two letters to	Creel, Doug			
client and opposing counsel,	Dictation			
conference with Glover.				
.....2102		125.00		
3/16/12	Myrna Chipman	2	0.10s	12.50
Transcription of letter to	Creel, Doug			
opposing counsel re: Robert	Transcribe			
Glover				
.....2103		300.00		
3/26/12	Grover Seaton	2	0.10s	30.00
Review of letter from	Creel, Doug			
opposing attorney re:	Review			
appraiser				
.....2104		300.00		
3/26/12	Grover Seaton	2	0.10s	30.00
Review of letter to Pete	Creel, Doug			
Wycokoff from R. Thuss	Review			
.....2116		300.00		
5/3/12	Grover Seaton	2	4.00s	1200.00
Meeting in Columbia, SC for	Creel, Doug			
deposition of Dr. David H.	Meeting			
Hammett, M.D. and travel time				