STATE OF SOUTH CAROLINA

COUNTY OF FLORENCE

IN THE COURT OF COMMON PLEAS
C/A # 2013-CP-21-01483

Gilbert Jarrell, Mary Lou Irwin, Beth A. Long, As Executrix of the Estate of Frederick Lawrence Irwin, Gary Irwin, Rose Mary Irwin, Jonathan Teal, Stacie Teal, Nicola Williams, Steven Roller, Brian Hoffman, Robin Monti, Joe Monti, Christopher Huntley, Jerry Bennett, Michael Bloom, Markell Ervin, Karen Pruitt, Sheila Graham, Steven Hurst, April Owens, Brittany Sharp, April Bullard, James Douglas, Vincent Eagleton, Fran Jacobs, Jimmy Johnson, Brenda Annette Ford Locklear, Leatisha Muldrow, Aubrey Owens, Individually and as the Personal Representative of the Estate of Colon Owens, Crystal Penney, Katina Pipkins, Rudolph Ratley, as the Personal Representative of the Estate of Bernice Ratley Steadman, Jonathan Williams, Bobby Young, Individually and as Class Representatives of others similarly situated,

Plaintiffs,

v.

Malinda Schurlknight, Lee I. Schurlknight, and Laura Schurlknight,

Defendants.

FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT

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FLORENCE COUNTY, SC

On November 6, 2013, this Court entered an Order Certifying the Settlement Class, Appointing Class Counsel and Class Representatives, Granting Preliminary Approval to Proposed Settlement, Approving Notice Plan, Staying Litigation, and Scheduling the Fairness Hearing ("Preliminary Approval Order"). The Preliminary Approval Order granted preliminary approval of a proposed Class Action Settlement Agreement (the "Settlement") between

Plaintiffs, the Class Members, and Defendants Malinda Schurlknight, Lee I. Schurlknight, and Laura Schurlknight (collectively "Defendants").[1]

A hearing on Final Approval of the Settlement was duly held on March 4, 2014, at 9:30 AM at the Florence County Courthouse, 11th Floor Courtroom, 180 North Irby Street, Florence, South Carolina 29501. At the Fairness Hearing, the Court considered: (1) whether the Settlement should be approved as fair, reasonable, and adequate; (2) whether the Action should be dismissed; (3) whether Class Members should be bound by the release contained in the Settlement Agreement; (4) whether Class Members should be barred from filing, commencing, prosecuting, maintaining, intervening in, participating in, or receiving any benefits from, another lawsuit or other proceeding against the Schurlknight Defendants in any jurisdiction based on or relating to the claims and causes of action covered by the Release in this Action; and (5) whether the application of Class Counsel for an award of attorneys' fees, costs, class administration fees, and expenses should be approved. Having read and considered the documents, papers, and evidence submitted in this matter, and having conducted a hearing regarding the matters set forth herein, and good cause appearing, the Court now finds and orders as follows:

FINDINGS

I. THE NOTICE PLAN AS IMPLEMENTED COMPLIES WITH DUE PROCESS FOR ALL CLASS MEMBERS

This Court has previously found that the proposed notice as contained in the Notice Plan constitutes the best practicable notice under the circumstances and was as likely as any other form of notice to apprise potential Class Members of the Class Certification, the proposed Settlement, and the Class Members' right to opt-out, object, and make a claim. The Court also

[1] All parenthetical terms in quotations in the first paragraph of this Order are terms of art and shall have the meanings defined for them in the Settlement.

found that the proposed Class Notice that has now been mailed to Class Members is reasonable and constitutes due, adequate, and sufficient notice to Class Members and meets the requirements of Rule 23, SCRCP, and due process under the United States Constitution and the South Carolina Constitution.

Notice of the Settlement was given to the Class in accordance with the Preliminary Approval Order, including direct mail notice and publication. Pursuant to the Notice Plan, Class Counsel created a list of the names and last known addresses of potential class members obtained from the following sources: (1) potential Class Members known to the parties; (2) any person known to Class Counsel to have made a claim or complaint with the Office of Disciplinary Counsel and/or the Lawyer's Fund for Client Protection relating to John L. Schurlknight, William J. Rivers, H. Lee Herron, and/or Schurlknight and Rivers, P.A., and (3) any potential Class Members whose names and addresses were provided by Nicholas Lewis, the Trustee for Schurlknight and Rivers, pursuant to an Order issued by this Court on November 6, 2013. Nicholas Lewis provided a confidential list of all Schurlknight and Rivers' clients, including each client's last known address. In addition, Class Counsel also reviewed the probate claims made against the Estate of John L. Schurlknight for additional information on potential Class Members. The list of potential Class Members contained over 2,000 names and last known addresses, and Class Counsel mailed a notice to each individual on the list before November 20, 2013. Further, Class Counsel ran two advertisements in the Florence Morning News to provide notice of this matter to potential Class Members. The advertisement ran on November 19, 2013, and November 20, 2013.

Now that the Notice Plan has been implemented, the Court finds that the Notice Plan as implemented by the Parties provided reasonable notice to all known Class Members and all Class

Members who could be identified through reasonable efforts and constitutes the best notice practicable under the circumstances of this Action, meeting or exceeding all applicable requirements of South Carolina Rule of Civil Procedure 23, the United States Constitution (including the Due Process Clause), the South Carolina Constitution, South Carolina Rule of Civil Procedure 23, and any other applicable law. This finding is based on the following evidence of the adequacy of the Notice Plan:

1. The sources of information used to create the list of potential Class Members, especially the names and last known addresses obtained from Nicholas Lewis;
2. The number of individual notices mailed to potential Class Members;
3. The advertisements that were run in the Florence Morning News;
4. Potential Class Members' response to the Notice. Since Notice was provided, Class Counsel's office has fielded calls from potential Class Members and received emails to an email address dedicated to this Class Action settlement; and
5. Number of claim forms received. To date, Class Counsel has already received over three hundred claim forms.

The Court also finds that the Settlement Notice provided Class Members with accurate, fair and reasonable information regarding the Action and the Settlement. The form and manner of notice were the best practicable notice to members of the Class and the form and manner of notice satisfy due process. The Court further notes that, in addition to taking individual calls from potential Class Members and responding to emails, Class Counsel also held two conference calls for potential Class Members to ask questions about the Class Action and the terms of the proposed Settlement.

II. THE SETTLEMENT MEETS ALL OF THE CRITERIA FOR FINAL APPROVAL

The parties mediated this case with Thomas J. Wills, a highly accomplished and senior South Carolina mediator. The mediation occurred in Charleston, South Carolina, and lasted more than eight (8) hours. The mediation was attended by a forensic accountant with Dixon Hughes who gave a preliminary analysis of various cash flows relating to Schurlknight and Rivers Class Members and the life insurance policies at issue in this litigation. The case did not settle on the mediation day; however, the parties continued to mediate with the assistance of Mr. Wills for more than two weeks thereafter. Finally, as a result of the mediation and extensive negotiations, the Defendants offered to pay $650,000.00 for a full release of any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal and/or state law, that the Plaintiffs and/or any Class Member, and any Person claiming by or through his or her heir, administrator, devisee, predecessor, successor, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, subrogee, assignee, or insurer, has or may have against the Released Persons as defined in the Settlement Agreement or the property of Released Persons, arising out of, in connection with, or related in any way, directly or indirectly, to allegations a) that Defendants are in possession of any assets held in a constructive or resulting trust on behalf of the former client (including but not limited to life insurance proceeds) related to Schurlknight and Rivers, P.A.'s handling of their legal matter or b) that Defendants engaged in any improper conduct related to the inventory and appraisement for John Schurlknight's estate. This includes any and all claims that have been brought, could have been brought, are currently pending, or in the future might be asserted by any Class Member against Released Persons and the property of Released Persons, in any forum in the

5

United States (including territories and Puerto Rico). This includes the claims alleged in the Complaint for (1) Constructive Trust, (2) Resulting Trust, (3) Injunction, (4) Civil Conspiracy, (5) Misrepresentation/Deceit, and (6) Gross Negligence/Negligence.

Plaintiffs' counsel agreed to support this proposed settlement and had discussed the proposed settlement with almost all of the named Plaintiffs prior to this Court's previous Preliminary Approval Order. At that time, all of the named Plaintiffs with whom counsel consulted verbally approved the proposed settlement. Now, the matter is back before the Court for final approval of this settlement. The Court now has the benefit of feedback, or lack thereof, generated by the Notice Plan implemented in the case.

The decision to grant final approval of a class action settlement involves the Court's consideration of several factors, including: (1) the amount offered in settlement; (2) the risks inherent in continued litigation; (3) the extent of discovery completed and the stage of the proceeding when the settlement was reached; (4) the risk, complexity, expense, and likely duration of the litigation absent settlement; (5) the experience and views of class counsel; and (6) the response of Class Members to the Settlement. The Court finds that the relevant criteria support final approval of the settlement.

A. The Benefits of the Amount Offered in Settlement to the Class Members

The proposed Settlement Agreement provides monetary relief to the Settlement Class and the net settlement proceeds will be distributed in a fair and objective manner. Under the Settlement, a Class Member will have an opportunity to make a Claim for damages sustained as a result of the theft of funds. Class Members making eligible Claims will receive a pro rata or proportional division of the Settlement proceeds. The Settlement Agreement provides a fair

procedure for the assertion of claims by Class Members whose other remedies and routes to recovery are complex and also uncertain.

The Court also recognizes that the life insurance proceeds addressed in the Complaint represents a finite amount of money. At the time of the settlement, Defendant Lee I. Schurlknight possessed roughly $950,000.00 in life insurance proceeds. The Court entered an Order which required him to deposit $500,000.00 plus pre-judgment interest with the Court but allowed him to use the remaining $420,000.00. These facts make the settlement particularly beneficial to the Class Members because a) continued litigation would not have created additional money because $950,000.00 was likely the most Plaintiffs and Class Members could ever obtain and b) continued litigation would have necessitated additional legal fees for Defendant (thereby reducing the $420,000.00 in unrestricted funds) and additional costs and case expenses by Plaintiffs (thereby reducing the amount available to distribute to Class Members). While not perfect or close to complete compensation, the Settlement thus provides certain benefits for Class Members from Defendants with limited resources.

The Court finds that the proposed Settlement Agreement is the result of extensive, arm's length negotiations between Plaintiffs and Defendants and was executed after Class Counsel had investigated the Claims and evaluated the strengths and weaknesses of the Plaintiffs' claims.

B. The Risks of Continued Litigation and the Strength of Plaintiffs' Case

In assessing this factor, the Court weighs the immediacy and certainty of substantial settlement proceedings against the risks inherent in continued litigation. See Manual for Complex Litigation, Fourth § 21.62 (2004). This factor strongly supports final approval. The Settlement affords the Class Members prompt and sure relief in light of the significant legal and factual hurdles that otherwise may have prevented any recovery from Defendants. In contrast,

continued litigation risks the possibility of little or no recovery for Plaintiffs. Defendants challenged certification of a litigation class, and they contested liability and denied all allegations that they possessed life insurance proceeds or other property subject to the asserted constructive trust. Moreover, the Defendants asserted various statutory protections which could have possibly exempted the funds at issue from recovery. In addition, the purported commingling of funds argued to be legitimately earned with those funds argued to be stolen from the Class Members significantly complicated the issues to be litigated. For example, continued litigation would have required both sides to retain an army of accountants to review and opine about eight (8) years of bank records. The fees and expenses associated with the same would have been significant for both sides and would have eaten into the finite amount of funds available. In other words, continued litigation could have resulted in both sides incurring legal fees and costs that would have destroyed the possibility of any financial relief for potential Class Members. Finally, at the time the Parties reached the Settlement, the Defendants had succeeded in securing the unrestricted use of some of the life insurance proceeds that are now being contributed to this Settlement, and without the Settlement those funds would have certainly been used for litigation costs without any benefit to the Class Members.

C. The Settlement Was Reached Following Sufficient Relevant Discovery

John L. Schurlknight died on November 13, 2012. Since that time, Class Counsel has pursued information relevant to this case from the Defendants in other actions, from other sources, and through Defendants' Counsel. Class Members and Defendants engaged in vigorously contested motion practice with regard to insurance policies applicable to the life of decedent John L. Schurlknight and payable to the Defendant Lee I. Schurlknight. Class Counsel had obtained life insurance information from a number of sources including Defendants and the

insurance companies. Class Counsel also had subpoenaed relevant information from Defendants' banks, the bank of the law partner of decedent John L. Schurlknight, and the bank of Schurlknight and Rivers. Indeed, Class Counsel received and extensively reviewed almost eight (8) years of complete banking records of Schurlknight and Rivers. Class Counsel also reviewed certain office records of John L. Schurlknight. As previously stated, by the time the parties reached a settlement, Class Counsel had engaged forensic accounting experts who had performed a preliminary analysis of various cash flows relating to the Class Members' losses and relating to the life insurance costs. By the time mediation was conducted and a settlement reached, the parties had sufficient information to assess the strengths and weaknesses of their respective cases, and Class Counsel in particular had a very high level of familiarity with the legal and factual issues which enabled them to make a thorough appraisal of the adequacy of the Settlement to provide meaningful relief to the class.

D. The Risk, Complexity, Expense, and Expected Duration of Continued Litigation

In assessing the fairness of the Settlement, the Court considers the risk, complexity, expense, and likely duration of the litigation had a settlement not been reached. The Court weighs the settlement against the expense and delay involved in achieving the equivalent or more favorable result at trial. See Young v. Katz, 447 F.2d 431, 433-34 (5th Cir. 1971). The Settlement affords a substantial and immediate remedy for the Class Members while obviating the need for further expensive and time-consuming discovery and motion practice; a lengthy, uncertain and expensive trial; and appeals on numerous complex legal and factual issues. Further, this case raises novel issues of law, which would make the results at trial more uncertain and appeals more likely.

9/9

E. The Experience and Views of Counsel

In assessing a proposed class action settlement "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." Newberg & Conte, Newberg on Class Actions (3d ed. 1992) § 11.41.

This action has been prosecuted by counsel with experience and competence. It has also been prosecuted by counsel with detailed knowledge of the facts and zealous advocacy for the Class Members. Settlement discussions took place in numerous separate sessions before an accomplished mediator and this Court. Class Counsel's support for the Settlement as being fair, reasonable and adequate, and in the best interests of the Class Members as a whole is entitled to significant weight. Moreover, given that settlement was reached after an intense investigation of the matter, the information available in the case was certainly sufficient to allow Class Counsel to act intelligently and to demonstrate that the settlement was reached through significant arm's-length negotiations. Finally, as discussed below, no Class Members have objected to or opted out of the Settlement.

F. Class Members' Reaction

According to the Preliminary Approval Order, Class Members who oppose the approval of this Settlement had until December 31, 2013 to file a written notice of objection with the Court, Class Counsel and Defendants' Counsel. There were no written notices of objection filed by the December 31, 2013, deadline. Moreover, Class Members had until December 21, 2013 to seek exclusion from the Class and Settlement; there were no written requests for such exclusion filed by the December 21, 2013, deadline. Notwithstanding these deadlines, the Court gave all

of the participants in the courtroom who were present for the final hearing an opportunity to be heard. No one offered any objections to the settlement the parties now ask the court to approve. The Court finds that the lack of opposition to the Settlement is a further indication that the Settlement is fair, adequate and reasonable. In addition, more than three hundred Class Members have already completed and returned claim forms to participate in the Settlement.

G. Absence of Collusion

Given the vigorous motions practice and extended arm's-length negotiations overseen by one of the State Bar's most experienced mediators – all of which preceded this Settlement, the Court finds the presence of good faith and the absence of collusion. There are no grounds to doubt the fairness nor are there other obvious deficiencies in the Settlement, such as unduly preferential treatment of Plaintiffs or of segments of the class, or excessive compensation for attorneys, and the Settlement is well within the range of final approval.

Based on all of these factors, the Court concludes that the proposed settlement has no obvious defects and is within the range of possible settlement approval. The Court hereby approves the Settlement Agreement as fair, reasonable, and adequate.

III. CLASS COUNSEL'S PETITION FOR APPROVAL OF ATTORNEY FEES, CASE EXPENSES, AND CLASS ADMINISTRATION COSTS IS APPROPRIATE AND APPROVED

A. Award of Attorney Fees

In Layman v. State, 376 S.C. 434, 658 S.E.2d 320 (2008), the South Carolina Supreme Court addressed the award of attorney fees in a class action. In Layman, the Court discussed the award of attorney's fees under the common fund doctrine:

> The common fund doctrine allows a court in its equitable jurisdiction to award reasonable attorneys' fees to a party who, at his own expense, successfully maintains a suit for the creation, recovery, preservation, or increase of a common fund or common property. Petition of Crum.

> Johnson v. Williams, 196 S.C. 528, 531, 14 S.E.2d 21, 23 (1941). Attorneys' fees awarded pursuant to the common fund doctrine come directly out of the common fund created or preserved. Id. The justification for awarding attorneys' fees in this manner is based on the principle that "one who preserves or protects a common fund works for others as well as for himself, and the others so benefited should bear their just share of the expenses." Id. at 531-32, 14 S.E.2d at 23.

Layman, 376 S.C. at 452, 658 S.E.2d at 329.

Further, for attorney's fees to be charged to a common fund, the following conditions must be met:

> 1. The attorney must preserve or protect a common fund;
>
> 2. The attorney's services must have aided in creating, preserving or protecting the fund; and
>
> 3. There is a principle of representation or agency as in a class suit, that is, before one may be allowed compensation out of a common fund belonging to others for services rendered on behalf of the common interest there must be a contract of employment, either expressly made or superinduced by the law upon the facts.

Blake v. Cannon, 312 S.C. 135, 139, 439 S.E.2d 302, 304 (Ct. App. 1993).

In this case, all of these factors are met. First, the Settlement and the resulting common fund was created, preserved and protected by the work of Class Counsel in filing, litigating, and mediating the case, and moreover, in obtaining an injunction on over $500,000.00 in life insurance proceeds that are being contributed to the Common Fund. This establishes that Class Counsel's services aided in the creation and protection of the fund. In addition, Class Counsel has worked to preserve and protect the common fund by establishing fair procedures to distribute the funds according to a formula that no one has objected to. Finally, Class Counsel filed the case as a class action, establishing a principle of representation and agency from the start of litigation as required by Blake.

5/1/2

Under the common fund doctrine, the attorney fees are taken directly from the common fund through fee spreading, and Courts consequently base an award of attorneys' fees on a percentage of the common fund created, known as the "percentage-of-the-recovery approach." Layman, 376 at 452, 658 S.E.2d at 329-30. The Settlement Agreement resolving the instant case creates a common fund for all Class Members eligible for a payout. Therefore, the percentage-of-the-recovery approach is appropriate.

Having found that a common fund was created and protected by Class Counsel and that a percentage of recovery approach is appropriate for determining Class Counsel's fee, the Court must address whether or not the 40% fee disclosed in the Settlement Agreement is reasonable under the circumstances. In evaluating the reasonableness of the fee, the Court is guided by the following factors enumerated in Jackson v. Speed, 326 S.C. 289, 486 S.E.2d 750 (1997):

1. The nature, extent, and difficulty of the case.

The instant case raised novel and difficult issues of law, requiring Class Counsel to spend a great deal of time researching and developing this theory of the case. In addition, Class Counsel received and reviewed hundreds of pages of documents, including but not limited to eight (8) years of banking records from Schurlknight and Rivers, P.A., as well as banking records of the Defendants and records from the life insurance companies. Moreover, because this matter is a class action, Class Counsel had to perform additional work such as preparing the Notice Plan and the Notice document itself. This has been a difficult, complex, time-consuming, and contested case.[2]

[2] There is overlap between the Jackson factors and the factors set forth in Rule 1.5, Rule 407, SCACR. This factor overlaps with the Rule 1.5 factor addressing the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly.

8/13

2. The time necessarily devoted to the case.

Class Counsel and his firm have spent over 855 hours working on this case as of January 31, 2014. Further, as supported by Class Counsel's affidavit, the Court finds that this case and the circumstances associated with the same presented significant time limitations on Class Counsel.[3]

3. Professional standing of counsel.

Class Counsel is an experienced litigator with several professional accolades (e.g. Martindale Hubble AV Preeminent Rating). After observing Class Counsel's work, as described herein, the Court finds that Class Counsel has the requisite experience, a good reputation, and the ability to perform the services provided in this matter. Additionally, the result obtained in this case speaks to Class Counsel's abilities.[4]

4. Contingency of compensation.

Class Counsel took this matter on a 40% contingency fee basis and understood that he could have been involved in a litigation case for years, with the responsibility for payment of all case expenses, with no recovery at all. This case was a significant risk because of the novel issues of law. This factor weighs in favor of a significant fee.[5]

5. Beneficial results obtained.

Class Counsel obtained beneficial results as discussed herein. The settlement of $650,000.00 represents more than this Court ordered deposited into the Court and likely more

[3] This factor overlaps with the Rule 1.5 factors addressing (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly, (2) the likelihood that acceptance of the particular employment precluded other employment by the lawyer, and (3) time limitations imposed by the client or by the circumstances.

[4] This factor overlaps with the Rule 1.5 factor addressing the experience, reputation, and ability of the lawyers performing the services.

[5] This factor overlaps with the Rule 1.5 factor addressing whether the fee is fixed or contingent.

than would be available to Plaintiffs and Class Members had this case been litigated to conclusion.[6]

6. Customary legal fees for similar services.

The Court finds that a 40% contingency fee is within the range of reasonable contingency fee percentages that are customarily charged in South Carolina for undertaking a complex contingency fee case that raises novel issues of law. This is further evident from the fact that Class Counsel has a signed contingency fee agreement with over 48 Class Members, each of which provide for the same fee called for pursuant to the terms of the Settlement Agreement. The fact that almost 40-50 class members agreed to a 40% fee before the settlement was reached supports allowing 40% fee now.

Moreover, a 40% contingency fee recognizes the risk Class Counsel assumed in undertaking representation of this case. For example, the facts giving rise to this suit have received significant publicity, and based upon the number of claim forms received to date, there are more than 300 hundred of Claimants. Despite the publicity and large number of claimants, Class Counsel (who resides almost three hours from the Florence County Courthouse) is the only attorney who brought and pursued the novel claims at issue in this case. Moreover, the Settlement Agreement and the Notice that was sent to over 2000 potential Class Members states that Class Counsel will ask for a 40% fee, and no one has objected to the same.

For these reasons, the Court concludes that Class Counsel is entitled to 40% of the gross settlement amount of $650,000.00, and that a 40% fee is reasonable under the circumstances. This Court further finds that Class Counsel's attorney fee has been earned and that he may pay himself the attorney's fee after the settlement checks clear his trust account.

[6] This factor overlaps with the Rule 1.5 factor addressing the amount involved and the results obtained.

15

B. Approval of Case Expenses

In the course of representing the Class Representatives and Class Members in this matter, Class Counsel has incurred case expenses in the amount of $28,787.20 as itemized in the Affidavit of Class Counsel, which includes $5,200 of expected future expenses. This Court has reviewed the case expenses and finds that these case expenses were reasonable and necessary to pursue this matter. The Court also finds that the case expenses Class Counsel incurred in this contingency fee case support a 40% fee because if Class Counsel has not been successful, he would have been unable to recover these costs in this case.

C. Approval of Class Administration Fees and Costs

The Settlement Agreement also provides that Class Administration fees and costs be paid from the Settlement funds. Class Administration usually involves performing the ministerial but important tasks associated with administering class funds such as preparing member list, copying and mailing the Notice, fielding calls from potential class members, receiving claim forms, determining eligibility for payouts, calculating payouts, and mailing payout checks.

Class Counsel investigated the costs associated hiring a third party administrator to administer the Class Action. The proposals submitted to Class Counsel were stamped "Confidential" by the potential administrator as they contain proprietary information. Therefore, Class Counsel submitted the third-party proposals to the undersigned in camera. After obtaining the proposals, Class Counsel determined he was willing to administer the class funds. Class Counsel has requested that he be reimbursed $37,888.24 in expenses and fees related to Class Administration as listed in the Affidavit of Class Counsel. This Court finds that these expenses are reasonable and that Class Counsel's Class Administration expenses are in line with the estimates provided by the third party administrator. Accordingly, this Court orders that Class

B/16

Counsel is entitled to be reimbursed $37,888.24 in Class Administration fees and expenses in addition to attorney's fees and case costs.

FINAL SETTLEMENT APPROVAL AND FINAL JUDGMENT

Based on the foregoing, IT IS HEREBY ADJUDGED, ORDERED AND DECREED that:

1. This Court has jurisdiction over the Released Claims and the claims asserted in this proceeding, personal jurisdiction over the Class Members, and subject matter jurisdiction to approve the Settlement. This Court expressly concludes that class treatment of these claims is superior to other available methods for fair and efficient treatment of this controversy and serves the purposes of judicial economy and judicial resources. This Court having found that the applicable requirements of South Carolina Rule of Civil Procedure 23 have been satisfied with respect to the Settlement and the Class Members as defined in the Settlement, the Court hereby grants certification of the Class for settlement purposes and affirms its Order of November 6, 2013, which gave preliminary approval to a settlement class.

2. Notice given to the Class was reasonably calculated under the circumstances to apprise Class Members of all material elements of the Settlement and their opportunity to object to, or to comment on, the Settlement and to appear at the Fairness Hearing. Notice to the Class Members was the best notice practicable under the circumstances and complied fully with the laws of the State of South Carolina, the South Carolina Rules of Civil Procedure, the U.S. Constitution and South Carolina Constitution, and all applicable Rules of Court. Accordingly, the Court determines that all Class Members are bound by this Judgment.

5/17

3. The Court hereby grants final approval to the Settlement and finds that it is fair, adequate, reasonable, and in the best interests of the Class Members. Judgment is hereby entered in accordance with the terms of this Judgment and the Settlement.

4. The Florence County Clerk of Court is hereby ordered to send Twenge + Twombley Law Firm $529,006.12 pursuant to this Court's Order filed August 12, 2013.

5. All Class Members have released and forever discharged the Released Claims pursuant to the Release language found in the Settlement.[7] Notwithstanding anything herein to the contrary or any other document related to the settlement of this case, the Release given is limited to Released Claims against Released Persons as those terms are defined in the settlement agreement.[8] The release is not intended and shall not operate to release other claims that do not arise out of or relate to allegations against these Defendants as described in the Released Claims definition of the Settlement. By way of example only, the Release shall in no way affect those

[7] "Released Claims" means any and all claims, demands, rights, suits, liabilities, and causes of action of every nature and description whatsoever, known or unknown, matured or unmatured, at law or in equity, existing under federal and/or state law, that the Plaintiffs and/or any Class Member, and any Person claiming by or through his or her heir, administrator, devisee, predecessor, successor, representative of any kind, shareholder, partner, director, owner of any kind, affiliate, subrogee, assignee, or insurer, has or may have against the Released Persons or the property of Released Persons, arising out of, in connection with, or related in any way, directly or indirectly, to allegations a) that Defendants are in possession of any assets held in a constructive or resulting trust on behalf of the former client (including but not limited to life insurance proceeds) related to Schurlknight and Rivers, P.A.'s handling of their legal matter or b) that Defendants engaged in any improper conduct related to the inventory and appraisement for John Schurlknight's estate. This includes any and all claims that have been brought, could have been brought, are currently pending, or in the future might be asserted by any Class Member against Released Persons and the property of Released Persons, in any forum in the United States (including territories and Puerto Rico). This includes the claims alleged in the Complaint for (1) Constructive Trust, (2) Resulting Trust, (3) Injunction, (4) Civil Conspiracy, (5) Misrepresentation/Deceit, and (6) Gross Negligence/Negligence.

[8] "Released Persons" means Defendants, their respective agents, bankers, accountants, consultants, advisers, independent contractors, experts, servants, successors, trustees, co-conspirators, attorneys, representatives, heirs, executors, and assigns of all of the foregoing persons and entities.

5/18

claims asserted against other third-parties in other pending civil actions (e.g. only, Civil Action No.: 2013-CP-21-1701; Civil Action No.: 2013-CP-21-2093; Civil Action No.: 2012-CP-21-3059).

6. All Class Members are permanently barred and permanently enjoined from asserting or prosecuting the Released Claims.

7. The Court hereby authorizes Class Counsel to take an attorney fee of 40% of the gross settlement amount of $650,000.00 for a total of $260,000.00 in attorney fees. The Court hereby finds this award of fees is fair and reasonable and does not in any way undermine the fairness of the Settlement.

8. The Court approves a payment of $28,787.20 from the remaining Settlement Proceeds to Class Counsel under the Settlement to compensate Class Counsel for the case costs and expenses.

9. The Court approves a payment of and approves a payment of $37,888.24 for Class Administration fees and expenses.

10. Without affecting the finality of this Judgment, the Court shall retain exclusive and continuing jurisdiction over this Action and the Parties to it, including all Class Members, to the full extent necessary to enforce the Settlement.

11. The Settlement, as attached as an Exhibit to the Affidavit of Class Counsel, is expressly incorporated herein by this reference, and will have the full force and effect of an order of this Court. The parties shall consummate the Settlement according to its terms.

AND IT IS SO ORDERED.

The Honorable George C. James, Jr., Circuit Court Judge

March 7, 2014
Florence, South Carolina

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