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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Appellate Case No. 2015-002054
Case No. 2007-CP-40-0576

In re: Tony Megna, Respondent,

James A. Anasti, Appellant,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court, Defendants.

RECORD ON APPEAL

VOLUME III

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A. LACHES?

Q. YOU HAVE ALLEGED THAT ALL CLAIMS ARE BARRED BY THE DOCTRINE OF LACHES, L-A-C-H-E-S. DO YOU KNOW WHAT THAT MEANS?

A. NO, SIR.

Q. DO YOU KNOW WHAT FACTS YOU RELY ON?

A. NO.

Q. DO YOU RELY ON ANY FACTS IN ASSERTING THAT?

A. NO.

Q. SAME FOR ESTOPPEL?

A. I DON'T KNOW WHAT YOU MEAN.

Q. TELL ME WHAT YOU DON'T UNDERSTAND AND I WILL TRY TO CLEAR IT UP.

A. I DON'T KNOW WHAT YOU ARE GETTING AT. I DON'T KNOW WHAT THESE WORDS ARE.

Q. YOU ARE THE ONE THAT ASSERTED THEM AND FILED AN ANSWER WITH THE COURT, SO I'M TRYING TO FIND OUT WHAT YOU MEANT. YOU HAVE VOUCHED THAT THIS IS CORRECT AND I WANT TO KNOW WHAT FACTS YOU ARE RELYING ON. IF YOU SAY YOU ARE NOT RELYING ON ANYTHING, THAT'S OKAY.

A. I GUESS THIS RIGHT HERE. THE DEEDS AND STUFF. THE DEEDS OF DISTRIBUTION.

Q. SO WHAT YOUR WHOLE CASE WOULD BE BASED ON IS THE DEED OF DISTRIBUTION?

A. AND THE WILL

South Carolina Form (Revised) D 482 PAGE 756

FILED

Warranty Deed

Nov 17 4 10 PM '78

CLARA L. BARTLETT

The State of South Carolina, } KNOW ALL MEN BY THESE PRESENTS, THAT

COUNTY OF RICHLAND

Laura Corvi, a woman

in the State aforesaid, for and in consideration of the sum of Five Dollars and Love and affection Dollars,

to me in hand paid at and before the sealing of these presents by

Albert A. Anasti and James A. Anasti, both unmarried men

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land with the improvements thereon situate, lying and being on the western side of Two Notch Road (U. S. #1) in the City of Columbia, County of Richland, State of South Carolina and being more fully shown on a plat prepared for Ferris Hunter by William Wingfield, Registered Surveyor, dated February 18, 1958, and measuring and bounding as follows: Beginning at an iron pin on the western side of Two Notch Road (U. S. Highway No. 1), and thence running north sixty-seven degrees nine minutes west a distance of 127.6 feet to an iron pin; thence turning and running north twenty-seven degrees fifty-four minutes east for a distance of 25.4 feet to an iron pin; thence turning and running north sixty-seven degrees seventeen minutes west a distance of 81.9 feet to an iron pin, thence turning north twenty-six degrees forty minutes a distance of 92.7 feet to an iron pin, thence turning and running south sixty-seven degrees 00 minutes east for a distance of 222.9 feet to an iron pin, thence turning and running along Two Notch Road south thirty degrees one minute west for a distance of 18.5 feet to the point of beginning.

This being the identical property conveyed by Anne M. Hunter to Albert A. Anasti and Lillian L. Anasti as recorded in the RMC Office for Richlan County in Deed Book D198 at page 411.

GRANTEE'S MAILING ADDRESS: 6446 Pinestraw Road, Columbia, South Carolina 29206

D 482 PAGE 756

PLAINTIFF'S EXHIBIT 1 Lee

A. Settlement Statement

U.S. Department of Housing and Urban Development

HUD-1 (3/86) OMB No. 2502-0265

B. Type of Loan	5. File Number	7. Loan Number	8. Mortgage Insurance Case Number
1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins. CASH	Goodwin-004		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower	E. Name and Address of Seller	F. Name and Address of Lender
Willis S. Goodwin Apartment 16A Columbia, SC 29223	Gina L. Anasti Lee P.O. Box 655 Blythewood, SC 29016	

G. Property Location	H. Settlement Agent	I. Settlement Date
2325 Two Notch Road Columbia, SC 29204	Dallis Law Firm, P.A. Place of Settlement 1925 Marion Street Columbia, SC 29201	01/06/00

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	177,000.00	401. Contract sales price	177,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	0.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	177,000.00	**420. Gross Amount Due To Seller**	177,000.00
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due To Seller**	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	5,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	7,995.04
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207. Seller Financing	127,000.00	507. Seller Financing	127,000.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/00 to 01/06/00	40.65	511. County taxes 01/01/00 to 01/06/00	40.65
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	132,040.65	**520. Total Reduction Amount Due To Seller**	140,035.69
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	177,000.00	601. Gross amount due to seller (line 420)	177,000.00
302. Less amounts paid by/for borrower (line 220)	(132,040.65)	602. Less reductions in amt. due seller (line 520)	(140,035.69)
303. Cash ☒ From ☐ To Borrower	44,959.35	603. Cash ☒ To ☐ From Seller	36,964.31

I reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Seller(s) 01/06/00

Willis S. Goodwin

Gina L. Anasti-Lee 01/06/00

Gina L. Anasti-Lee

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of funds received and funds disbursed or to be disbursed for this transaction.

01/06/00 Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

James Anasti v. Lee, et al.
2007-CP-40-0576

EXHIBIT 6

Transcripts

Summary Judgment; September 19, 2007

Megna argued, stated and/or conceded:

- "the deed (1978 deed to Albert and James Anasti as joint tenants with the right of survivorship) did exactly what he (Truslow) says it did at the time of death."
  T 6, l 19 & 20
- "She (Lee) has held that property more than ten years under deed of title, under color of title" [sic – she acquired the property under a deed of distribution in 1996 and sold it on January 6, 2000]
  T 6, l 22 & 23
- "She had no legal title. She had nothing to sell."
  T 8, l 10 & 11
- "She continued in possession of the property with actual notice… for more than ten years"
  T 8, l 12-14
- "She actually owned this property for ten years."
  T 9, l 5 & 6
- "Our factual allegations are that she continued in possession until 2007."
  T 9, l 14-16
- "I agree with you, but the truth is, when she sold it, there was nothing… she owned nothing"
  T 10, l 7-8

Upon the Court indicating it was granting summary judgment, Megna stated:

- "She did not sell the property"
  T 11, l 3
- "This is adverse possession. We're not saying she took under the Probate code. We're saying that the deed… the law is very specific on adverse possession."
  T 13, l 21

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 07-CP-40-0576

James A. Anasti,)
)
Plaintiff,)
)
vs.) TRANSCRIPT OF RECORD
)
Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Lance Wilson,)
)
Defendants.)

September 19, 2007
Columbia, South Carolina

B E F O R E:

THE HONORABLE J. ERNEST KINARD, JR., JUDGE.

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

DOUGLAS N. TRUSLOW, ESQ.
Attorney for the Plaintiff

THOMAS GEORGE EARLE, ESQ.
TONY RAY MEGNA, ESQ.
Attorney for the Defendant

DEBORAH M. McCURDY, RPR
Official Court Reporter

SEPTEMBER 19, 2007

MR. TRUSLOW: I would suggest that perhaps the motion for summary judgment ought to be heard first because if we're successful, that may be dispositive of a lot of issues and streamline the case, but if you would prefer to --

THE COURT: I mean, I don't know anything about it, Mr. Truslow, so if you feel like summary judgment should be argued first, have at it.

MR. TRUSLOW: All right. Your Honor, I represent James Anasti. And the parties or the people involved as it relates to my case, there is James Anasti. There is a sister. Her name is Gina Anasti Lee. And then there -- and she is represented by Mr. Megna, who is to my far right, to your far left. My friend Mr. Earle to my immediate right is representing Lance Goodwin and/or -- Lance Wilson and/or Mr. Goodwin.

Again, Mr. -- and my client and Mr. Megna's clients are brother and sister. Their father was a man named Albert Anasti.

We're here seeking partial summary judgment with the issue of damages to be heard at a later time.

The issues in this case, or what the Plaintiff

would submit are the issues for summary judgment are whether a personal representative in a probate -- or in an estate case, whether that deed of distribution the personal representative, Mr. Megna's client, prepared to herself trumps what the law calls to be the perfect deed, what is of record in the chain of title.

My client submits that this is a very straightforward issue, that as a matter of law a deed trumps a personal representative's deed of distribution. Otherwise, one of us could deed away the Statehouse or the Empire State Building and it would be effective, which we submit that it is not.

If Your Honor agrees, however, with Mr. Megna's position, and that would go to the second issue as to whether four years constitutes adverse possession, my client submits as a matter of law, four years, if you accept everything that they had to say, assume everything that they had to say would be correct as related to that, would four years of ownership under a deed of distribution constitute adverse possession.

My client says it doesn't and we're entitled to a judgment as a matter of law.

Your Honor, I have submitted a memorandum, but

if I can go through so you'll understand some of the background and the undisputed facts.

THE COURT: All right. Well, Mr. Truslow, I don't know anything about the case. You understand that. I mean, I'm holding nonjury. It is not like I'm an Appellate Court and I had six months and briefs. I walk in here and we get handed the file.

MR. TRUSLOW: Yes, sir.

THE COURT: All I know, next case, next case.

MR. TRUSLOW: I understand.

THE COURT: Four year holding does not satisfy adverse possession, unless the law has changed, as far as I know.

MR. TRUSLOW: That's what we say.

THE COURT: So he is going to lose that. Now, what about the other thing? You need to tell me sequentially what happened.

MR. TRUSLOW: That's what I was going to do, Your Honor.

THE COURT: Good idea.

MR. TRUSLOW: In 1978, my client and his father, Albert Anasti, acquired real estate on Two Notch Road. It was called the Amvets Club. And then about 1980 or so --

THE COURT: It doesn't matter. They had

property.

MR. TRUSLOW: They acquired this together as joint tenants with the right of survivorship in 1978. They owned this property continuously since that time.

In 1980, Mr. Earle's client began to operate the club as a tenant. That was Mr. Lance Wilson, operating the club as Dave's as a tenant. He paid the rent.

In 1995, Mr. Albert Anasti died. And, again, they -- he and his son were joint tenants with a right of survivorship.

My client submits that at the time of death his right -- his interest ends, he can't will it away, he can't deed it away after death, it is gone.

In 1996, Mr. Megna's client, Gina Lee, did a deed of distribution deeding the property to herself, and then by way of a private mortgage type of deal, she then sold the property to Mr. Earle's client.

In 2002, the Highway Department was condemning the property. Mr. Earle's client finds out that he has got problems with the title. He is not -- and significantly in this case, he is not alleging or

not disputing any affidavits we submitted.

Again, he bought the property in the year 2000, so Gina Lee got it by way of deed of distribution to herself in 1996. She sold it in 2000.

THE COURT: Well, she didn't get anything.

MR. TRUSLOW: That's what we say.

THE COURT: All right. What do y'all say about it?

MR. MEGNA: Your Honor, as often, the facts are a little bit more complicated. What we say --

THE COURT: If -- and I haven't looked at anything -- if it was truly held by father and son, joint tenant with right of survivorship, it passed to the son when the father died. If it was not, we go forward with the case, that's all.

MR. MEGNA: Your Honor, adverse possession I think is a little more difficult than that. There is no doubt that we will concede that the deed did exactly what he says it did at the time of death.

However, after that, during the Probate Court proceedings and then subsequent to that, she has held that property more than 10 years under deed of title, under color of title. And she possessed the property, she handled all the rent with the

property, she did everything. She paid the property taxes. She --

THE COURT: If that is so, then that is a factual issue --

MR. MEGNA: Yes, sir.

THE COURT: -- that you can't rule as a matter of law on adverse possession.

MR. MEGNA: That is correct.

THE COURT: If she's been in possession 10 years, allegedly, Mr. Truslow, allegedly, then I can't grant summary judgment.

MR. TRUSLOW: Your Honor, you can, if I can explain why. Number -- he is claiming under a grant, which a grant would be 20 years. Under a deed or a claim pursuant to a deed it is 40 years. For adverse possession or having it hostilely, it would be 10.

THE COURT: Ten.

MR. TRUSLOW: She had it for four. And she says in her deposition that I handed to you, I know haven't read it --

THE COURT: He says over 10. I mean, you know, y'all are quoting two things to me.

MR. TRUSLOW: She sold it in the year 2000, Your Honor. If in fact she owned it from '96. He

is saying that since she has a mortgage that she owns the property. Well, she has given a deed to Mr. Earle's client. Mr. Earle --

THE COURT: Back off.

MR. MEGNA: Well, I'm saying she had nothing to sell. What happened is when she did the closing, the closing attorneys, and we have a cross claim against the closing attorneys --

THE COURT: Good idea.

MR. MEGNA: There was absolutely -- she had no legal title. She had nothing to sell. However, she continued in possession of the property with actual notice of all of this, and that will go to the factual dispute, for more than 10 years. As a matter of fact, it was over 11 years before this action was filed. There are --

THE COURT: Well, Mr. Truslow, you have got to litigate it.

MR. TRUSLOW: Just because he -- with all due respect, just because he says it is not true -- Mr. Earle's client is in the property. She has sold it. She is not in it. She is not possessing it.

THE COURT: Hold it, hold it, hold it, hold it. I don't know anything about it, but how can she be in possession of it? If she has filed an

affidavit saying she was in possession for over 11 years, you win at summary judgment stage. If she was not, you lose, because you can't tack 10 years.

MR. MEGNA: I'm not trying to tack anything, Your Honor. She actually owned this property for 10 years. When they sold this property allegedly --

THE COURT: 2000, what happened?

MR. MEGNA: 2000 -- I'm sorry, 1996, during the probate -- 1995, '96, she took possession of this property.

THE COURT: All right.

MR. MEGNA: Factually. Our facts, our allegation and our factual allegations are that she continued in possession of this property until 2007 until they began their -- initiated their lawsuit this year. It is more than 10 years.

MR. TRUSLOW: Your Honor, she has given a deed that you have and filed it in the courthouse and we have taken her deposition and we provided it to you and Mr. Earle can confirm his clients bought it. She gave a deed to them in the year 2000.

Now, counsel is going to -- I don't know what we would do if he just says that she is in possession when it says in her own deposition she

hasn't stepped foot on the property, not collecting rent.

THE COURT: If she sold it and if she is not in possession, you lose. I mean, you know, I don't know anything --

MR. MEGNA: Your Honor, and I agree with you, but the truth is, when it was sold, there was nothing -- she owned nothing. How could she sell something she did not own?

THE COURT: She should not have sold something, but if she in fact did sell it, that severed any adverse claim because she disavowed any ownership of it. You lose. Have a good day. Prepare an order --

MR. TRUSLOW: All right. Thank you.

THE COURT: -- sustaining. It might be kind of quick on it, but, you know, you are talking out of four sides to me.

MR. MEGNA: No, sir, I'm not. I have got her affidavit in the file. I mean, I just --

THE COURT: Well, hand me her affidavit.

MR. MEGNA: It is in the file, Your Honor. I mean, there are factual disputes here.

THE COURT: What are the factual disputes?

MR. MEGNA: Whether or not she was able to

convey property she can't sell.

THE COURT: Well, forget about that.

MR. MEGNA: Okay. She did not sell the property. There is no way she could have sold that property.

THE COURT: She signed a deed to the property. I am not arguing with you. I haven't researched it, obviously. You do not deny that she deeded the property to herself for deed of distribution at some point around 1996?

MR. MEGNA: Yes, sir.

THE COURT: Subsequently, around the year 2000, she signed another deed transferring it to an adverse party to these parties?

MR. MEGNA: There is a 1931 case in South Carolina that specifically says you can't deed what you don't own.

THE COURT: Well, it is not valid, but you can deed anything like you can sue anybody.

MR. MEGNA: Yes, sir. But she didn't -- she can't deed what she didn't own.

THE COURT: She did deed it. She did sign a deed to it. Don't tell me she didn't if she did.

MR. MEGNA: Oh, we know she signed the deed.

THE COURT: All right, then it was a void

deed.

MR. MEGNA: But she signed the deed, Your Honor. This is a factual issue. She signed the deed because of the issue with the attorneys clearing the title. There is no way that we can say as a matter of fact and law that this woman signed away what she had. For adverse possession, that is a jury issue, and that is clearly a jury issue in South Carolina, Your Honor. Clearly a jury issue. It is not an issue appropriate for summary judgment.

THE COURT: The property passed to the son when the father died. You don't deny that?

MR. MEGNA: I would agree with that, Your Honor.

THE COURT: All right.

MR. MEGNA: But I would also disagree with anything happening subsequent to that time. And those are factual issues for a jury to decide. Based on this before the Court, the Court is making factual determinations, you know, without listening to motion for summary judgment.

THE COURT: I'm listening to what is being argued, and her affidavit is not much. Who prepared it, you?

MR. MEGNA: Yes, sir. It states the actual sequence of events that occurred A to Z, including the fact that he had a power of attorney, including the fact that he participated in the probate proceedings, including the fact that his attorney in fact agreed to -- and the documents are in there -- agreed to the distribution, the deed of distribution in 1996, including the fact that they did the title search in 2000, including the fact that the title search turned out to be inaccurate, and including the fact that they didn't file this action until 2007, 11 years after that deed. These are actual factual disputes, Your Honor. These are just not subject to summary judgment.

MR. TRUSLOW: Your Honor, as a matter of law, a person can't will away something that they don't own and the personal representative can't --

THE COURT: That's right.

MR. TRUSLOW: -- deed away something that the person didn't have.

MR. MEGNA: This is adverse possession. We're not saying she took under the Probate Court. We're saying that the deed -- and the law is very specific on adverse possession.

THE COURT: She lived in the property?

MR. MEGNA: Sir? This is commercial property. You know, she took the property, she owned the property, she took the rents on the property, she dealt with the property. Yes, sir. The law is very specific, and there is case law which I have supplied to this Court. This is not an issue for summary judgment. That is our only concern. This is an issue to be decided at trial, rightfully.

THE COURT: Not rightfully. You've got a sister who doesn't like the fact that the dad let the property go to the son and she is trying to flimflam him.

MR. MEGNA: Your Honor, that is just not fair.

THE COURT: I'm reading this. Why do you even put all this stuff in here about Mr. Truslow is examining her and she has got cancer and all that?

MR. MEGNA: Because if you will -- the Court will read -- Your Honor, that is just not fair. That is just inappropriate, with all due respect, sir.

THE COURT: I mean, I'm reading what you --

MR. MEGNA: And I did -- and that is a very appropriate affidavit, Your Honor. And it is very appropriate to say that there are issues of fact here. And regardless of how this Court feels about

it, there are issues of fact for a jury.

THE COURT: Hold it, hold it, hold it. You submit to me an affidavit in proper form without going into all these extraneous things saying what she did to satisfy a claim, and I will let it go forward.

MR. MEGNA: To satisfy a claim?

THE COURT: For adverse possession. That she occupied the property, that she told --

MR. MEGNA: I will be happy to do that. I will be happy to do that.

THE COURT: -- she told her brother, listen, I don't care what dad did, I'm entitled to this property, and so forth and so forth.

MR. MEGNA: I will happy to submit that to the Court, Your Honor.

MR. TRUSLOW: Your Honor, in that regard, Mr. Earle is here, and he is an officer of the court, and he will, I believe he will tell you he hasn't opposed our motion for summary judgment. He is the person that got the property and paid $177,000 to Mr. Megna's client that he is trying to get back and my client is trying to -- dealing with. He, as an officer of the court, I'm sure Mr. Earle will tell you his client has been

continuously in that property since 1980.

MR. MEGNA: This is commercial property.

MR. TRUSLOW: As a tenant. Excuse me, if I can finish. And just because she might sign just like this affidavit --

THE COURT: That puts facts in issue. You are going to eventually win because she has not played fair, irrespective of what he says. She is going to lose. She is going to owe him back $100,000 something dollars. Your client is going to have the property, because you have got legal title.

MR. TRUSLOW: I'm just --

THE COURT: If he wants to fool with it and bring it out and put in an affidavit like that, you can have a trial on it, but you need to have it right away. It doesn't need to drag out.

MR. TRUSLOW: Well, I would think so. I would respectfully -- and I'm choosing my words carefully, but I believe it would not -- I am going to just say not appropriate, if she knows she has not been -- counsel knows she hasn't been on the property, she knows she hasn't been on the property.

THE COURT: He has got to file an affidavit signed by her setting forth grounds for the claim.

MR. TRUSLOW: But she can't, because we have done her deposition.

THE COURT: Well, I don't know that, Mr. Truslow. If she does not file an appropriate affidavit, she loses at summary judgment.

MR. TRUSLOW: We have already taken her deposition and she said that she had not even set foot on the property.

THE COURT: Then you prepare an affidavit.

MR. TRUSLOW: Okay.

THE COURT: Then you prepare an order granting it and address all those issues, you prepare an order denying it and send it to him, and we'll deal with it.

MR. TRUSLOW: I understand.

THE COURT: Okay.

MR. TRUSLOW: Your Honor, my point was, I just take it seriously if somebody says something that is in -- not in direct contradiction to her deposition, her affidavit that she had given before.

THE COURT: You will be able to address that when you see the affidavit.

MR. TRUSLOW: I understand. Thank you, Your Honor.

THE COURT: All right.

MR. DOWLING: Your Honor, Curtis Dowling. I represent the Dallas Law Firm.

We had a status conference with Judge Lee a coupe of weeks ago. She said hopefully you would be able to address my motions to compel directed at these two parties.

We pretty much have got everything worked out. They have since responded to my discovery. And I just want to put on the record with respect to Mr. Megna, his client was sued by Mr. Truslow's client, and I guess he has been defending that. His client was also sued by Mr. Earle's client, who has been defending that. And they were claiming that as an element of damage in the case against the closing attorney, the Dallas Law Firm, who I represent.

And my position was if it is an element of damage I want to see the bills and invoices and those type of things.

Mr. Megna has represented to me now that he is not charging her in those cases, but he is getting a contingency in the case against the Dallas Law Firm. If he prevails, that contingency will take care of it. Therefore, if their representation is

correct, then we don't need to address bills and fees from those cases. Is that correct, Mr. Megna?

MR. MEGNA: Yes. I have -- this is all on contingency.

THE COURT: All right. You are on a contingency basis, so you are not claiming anything from the Dallas Law Firm in addition to whatever you collect?

MR. MEGNA: We're not claiming any fees for the underlying malpractice action.

MR. DOWLING: All right. As long as it is correct the way I worded what he was telling me is that if he has been -- he told me he wasn't charging her by the hour in these other two cases where he is a Defendant, and if we are not going to be seeing those elements of damage, then that is fine.

With respect to Mr. Earle, he has kindly now given me the documents that he has, and Mr. Earle sent us everything he has got. I believe him on that. But he has also said that he is trying to find the rest of the documents that I would need and have asked for.

THE COURT: What else do you need, Mr. Dowling?

MR. DOWLING: Tax returns, basically, and statement -- back-up supporting documents. Just don't tell me you have lost $100,000 in a year. Give me some documents to support that you have lost $100,000 from your business income.

So -- and the tax returns for a number of years, I mean, I don't even know if they have even filed tax returns, but like every few years I do have a tax return, but Mr. Earle said that he is trying to get those and will provide those to me, so I believe we have an agreement on that. And if that is not the case, then Mr. Earle could say, but I believe -- I just want to represent that we do have that understanding.

THE COURT: All right, Mr. Earle, is that everybody's understanding?

MR. EARLE: That's correct. That's correct.

THE COURT: If he has tax returns, he will give them to you. If he doesn't have them --

MR. DOWLING: If he -- yeah, if he doesn't have them or if he tells me his client has never filed them for these years, you know, tell me that so I know. But when they tell me -- they have come and said, all right, we -- our business, you know, revenues was "x" amount each year. If they are

able to do that, they should be able to get the documentation. I believe they haven't turned it over to Mr. Earle. Mr. Earle is going to make an effort to get those to me, is my understanding. And if they don't have it, they don't have it.

MR. EARLE: That's true.

THE COURT: All right. When are y'all going to get these things to me?

MR. MEGNA: Your Honor, I have got to be in the Fourth Circuit next week. Can I have two weeks?

THE COURT: If you need a month, no problem. You have got as much time as you want. But my deal is, October 1st I'm going to Greece for two weeks, and I'm really not back here until the last week in October. When I get back I'm in Aiken or somewhere. So --

MR. TRUSLOW: If in fact an affidavit is submitted --

THE COURT: I am not going to act on it immediately. He will copy you with it and you can reply to it.

MR. TRUSLOW: As it related to -- if the Court were inclined not to deal with that, then we are going to need to deal at a later time on a motion

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sir [9] 4/8 7/5 10/19 11/11 11/20 13/1 14/1 14/4 14/20
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some [4] 4/1 11/10 20/4 22/12
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sorry [1] 9/9
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specific [2] 13/24 14/5
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stage [1] 9/2
STATE [4] 1/1 3/12 23/4 23/9
Statehouse [1] 3/12
statement [1] 20/2
states [1] 13/1
status [1] 18/4
stepped [1] 10/1
straightforward [1] 3/9
streamline [1] 2/5
stuff [1] 14/15
subject [1] 13/14
submit [4] 3/1 3/13 15/3 15/15
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suggest [1] 2/2
summary [12] 2/3 2/8 2/22 3/1 7/11 9/2 12/11 12/22 13/14 14/7 15/20 17/5
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trial [3] 14/8 16/15 23/12
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way [5] 5/19 6/3 11/4 12/5 19/12
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week [4] 21/10 21/15 22/9 22/11
weeks [4] 18/5 21/11 21/14 22/8
Well [11] 4/3 6/6 8/2 8/5 8/17 10/21 11/2 11/18 16/17 17/3 22/7
were [4] 5/11 18/14 21/24 22/21
what [25]
whatever [3] 19/7 22/9 22/18
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WHEREUPON [1] 22/21
whether [4] 3/2 3/3 3/16 10/25
which [4] 3/13 7/14 14/5 22/2
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Willis [1] 1/7
Wilson [3] 1/8 2/18 5/7
win [2] 9/2 16/7
within [1] 22/8

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words [1] 16/18
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would [18] 2/2 2/6 3/1 3/13 3/15 3/20 3/20 7/14 7/17 9/24 12/14 12/17 16/17 16/17 16/19 18/5 19/22 22/2
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Yes [7] 4/8 7/5 11/11 11/20 13/1 14/4 19/3
you [69]
you'll [1] 4/1
You've [1] 14/9
your [31]

James Anasti v. Lee, et al.
2007-CP-40-0576

EXHIBIT 7

Megna's letter and emails to the Bankruptcy Court, Bankruptcy Trustee and various attorneys alleging that Judge Manning's Orders (finding that Megna was untimely) were "vacated" and "reversed" by the Court of Appeals.[1] [2]

1. Emails

Megna	Email	2-24-2010	8:27 a.m.
Megna	Email	2-24-2010	9:51 a.m.
Megna	Email	3-8-2010	3:30 p.m.
Megna	Email	3-8-2010	4:10 p.m.
Megna	Email	4-5-2010	9:59 p.m.

2. Order submitted April 1, 2011

[1] Megna's claims may be juxtaposed against the Court of Appeals' opinion and its date (dismissing the appeal as untimely and hence not "vacating" or "reversing" Judge Manning's Orders).

[2] Megna's claims that Judge Manning's Orders were "reversed" and "vacated" may also be compared to Megna's letter to Judge Lee dated November 3, 2011.

Douglas N. Truslow

From:	Tony R. Megna [tmegna@gmail.com]
Sent:	Wednesday, February 24, 2010 8:27 AM
To:	Steven B. Licata; Douglas N. Truslow; Tom Earle; Lydia Eloff
Cc:	Harriet; Ben Matthews
Subject:	In re: Lee - Order of SC Court of Appeals denying Anasti's Motion to Dismiss and requiring briefs be filed to determine ownership of Two Notch property
Attachments:	COA order dated 022210.jpeg

Ladies and Gentlemen:

I have attached a copy of the order of the SC Court of Appeals that I received this morning in the event you have not received it. As you will note, the COA denied Mr. Anasti's Motion to Dismiss the appeal on the 'timeliness' issue [i.e., that the state court appeal in regard to Judge Kinard's original order was not timely filed in the first instance], and ordered that briefs be filed by the parties to determine ownership of the Two Notch property. In essence, the 'timeliness' order of the state trial court [Judge Manning] has been reversed and vacated by the state COA.

I intend to notify the District Court and the Bankruptcy Court of this matter today, and it will be noticed to all parties, including the Chapter 13 trustee, via the ECF system.

Thanks, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
1400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

This message is intended for the use of the person or entity to which it is addressed and may contain information, including legal and/or health information, that is privileged, confidential, and the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this in error, please notify us immediately and destroy the related message. Thank you.

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.435 / Virus Database: 271.1.1/2697 - Release Date: 02/23/10 07:34:00

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Wednesday, February 24, 2010 9:51 AM
To: ck13ks@ch13.newsouth.net
Cc: Lydia Eloff; Douglas N. Truslow; Steven B. Licata; Ben Matthews
Subject: In re: Lee
Attachments: Order of Judge Cureton 02-19-10.pdf; Keenan letter 022410.doc

Keenan:

Please find attached a letter in regard to the above case. We intend to file the amended Chapter 13 plan and the letter today with the Bankruptcy Court and wanted to advise you of the filing and the wording of the language in the plan prior to the filing. Please let us know if you have objections or suggestions.

Also, earlier this morning, I sent Lydia a copy of the order of the SC Court of Appeals that I received this morning. I inadvertently omitted you from the email. The COA denied Mr. Anasti's Motion to Dismiss the appeal on the 'timeliness' issue [i.e., that the state court appeal in regard to Judge Kinard's original order was not timely filed in the first instance], and ordered that briefs be filed by the parties to determine ownership of the Two Notch property. In essence, the 'timeliness' order of the state trial court [Judge Manning] has been reversed and vacated by the state COA. I know this has been an important issue to all parties and we are obviously grateful it has been resolved and the order of Judge Manning vacated and reversed. It will make the on-going District Court appellate process much more streamlined.

Thanks, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

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No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.435 / Virus Database: 271.1.1/2697 - Release Date: 02/24/10 07:34:00

C 161

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Monday, March 08, 2010 3:30 PM
To: Douglas N. Truslow
Cc: Harriet; Ben Matthews; Steven B. Licata
Subject: COA order on Lee case
Attachments: LEE.COUROFAPPEALS.REHEARING.pdf

Dogu-

If you have not received it yet, the the SC COA entered an order dated Friday, March 5, 2010 on the 'motion for clarification and reconsideration' you made last week. I have attached hereto a copy of the latest order of the Court of Appeals. It speaks for itself - and was obviously very direct about their apparent distaste for your continued filings in the matter.

Doog, I would appreciate you letting me know to whom, if anyone, you have distributed copies of the 'Manning order' and if so, how intend to notify them that the 'Manning order' has been, one way or the other, disregarded by the COA or vacated. I would like to also know [if you in fact distributed the order to others], if you simultaneously let them know the 'Manning' order had been automatically stayed by operation of law and was of no force and effect until the COA acted. And now they have - twice rejecting your contentions.

Regardless of the wording of the COA orders, the result is the same. - the COA knows the 'Manning order' was, to be extremely kind, not supported by any evidence whatsoever. I guess the more important question down the road is why you had to draft such a hateful order for a Judge's signature when you actually knew the evidence did not support it. At the very least, I imagine Judge Manning is less than pleased he has been placed in such a position.

My intent now is to proceed with the appeal on the substantive issues to the COA and to determine over time what damage has resulted from dissemination of the order by you to others - if in fact you did so. Again, please let me know.

Finally, no matter how the 'Manning order' is described by me, you or anyone else, it has either been vacated or disregarded by the COA. That much is plainly evident.

As I mentioned previously, I remain open to any reasonable suggestion you or others have to make the COA or federal bankruptcy appellate processes as easy as possible on everyone. Just let me know. Also, I look forward to hearing from you in regard to the foregoing.

Regards, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

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Douglas N. Truslow

From:	Tony R. Megna [tmegna@gmail.com]
Sent:	Monday, March 08, 2010 4:10 PM
To:	Lydia Eloff; ch13ks@ch13.newsouth.net; Steven B. Licata; Douglas N. Truslow; Harriet
Cc:	Dick Harpootlian; Jim Griffin
Subject:	Lee Bankruptcy
Attachments:	LEE.COUROFAPPEALS.REHEARING.pdf; LEE MEDICAL LTR FROM DR BROWN 03.03.10.pdf

Ladies and Gentlemen:

I wanted to let you know the SC COA entered an order dated Friday, March 5, 2010 [on a motion that Mr. Truslow had made on the previous Wednesday, I believe]. The COA denied Mr. Truslow's Motion to Clarify the Court's previous order filed February 22, 2010 that had denied his Motion to Dismiss based the 'timeliness Manning order' that all of you have now seen by now. I have attached a copy of the March 5 , 2010 Order of the state COA that dispels any notion other than the 'Manning' order has, at best, been disregarded by the state COA. Certainly, the March 5 order of the state COA indicates they are through with the matter. The 'timeliness' issue has been decided in Ms. Lee's favor, and I believe it is a fair reading to say the state COA does not intend to entertain any further discussion on the matter. That is plainly evident. As you may discern, 'the Manning order' was never supported by any evidence in the first instance. My guess is that the person who drafted the order for Judge Manning will have some explaining to do. But that is not the issue at present.

My concern now is the extent of the damage this has caused Ms Lee, and others. I am particularly concerned for Ms. Lee. She is an exceptionally kind and wonderful person and deserves to be treated much better than she has been treated to date. She has little money, she and her family struggles for a living every day as do millions of other middle-class Americans. I have attached a letter from Ms. Lee's physician that I received today that is self-explanatory. I will sent it to Judge Waites tomorrow. Due to the constraints of HIPPA, and Ms. Lee right to medical privacy, it is not appropriate to address the matter further. The fact that she has had to go to such lengths to assert her interests in the face of significant medical issues says much about the system in which we all play a part. Ben and I have committed to her that we will do everything reasonable to insure her rights are protected. In doing so, we intend to pursue every legal avenue available to her.

Finally, thanks to each of your patience and understanding. This has been a difficult case and we now await the appellate decisions of the District Court as well as the state COA. Ben and I have had some time [but certainly not enough] to reflect and understand the implications of what has occurred lately. We would appreciate any suggestions as to any issue.

Regards, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

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Douglas N. Truslow

Bankruptcy 11 USC §362

From: Tony R. Megna [tmegna@gmail.com]
Sent: Monday, April 05, 2010 9:59 AM
To: Douglas N. Truslow
Subject: Re: Anasti/Lee

Dog-

Please refer to my previous responses. The 362 statement was informative. You remain invited to review the final record on appeal with me at my office if you so choose. I will let you know when I have the documents ready.

Thanks, Tony

Please send all written correspondence to:

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

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On Thu, Apr 1, 2010 at 9:39 AM, Douglas N. Truslow <douglastruslow@truslowlaw.com> wrote:

See response in caps edited within your email.

From: Tony R. Megna [mailto:tmegna@gmail.com]
Sent: Wednesday, March 31, 2010 8:52 PM
To: Douglas N. Truslow
Subject: Re: Anasti/Lee

Doug-

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court, Defendants,

Of Whom Gina L. Anasti Lee is the Appellant.

Appeal from Richland County
L. Casey Manning, Circuit Court Judge

Unpublished Opinion No. 2011-UP-187
Submitted April 1, 2011 – Filed April 28, 2011

APPEAL DISMISSED

Tony R. Megna, of Columbia, for Appellant.

Douglas N. Truslow and Thomas George Earle, both of Columbia, for Respondent.

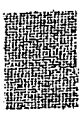
PER CURIAM: In January 2008, Appellant filed a notice of appeal from an order granting Respondent partial summary judgment and from the order denying reconsideration. In March 2008, this court remanded the appeal to the circuit court for an evidentiary hearing regarding the timeliness of Appellant's notice of appeal. After a hearing,[1] and after reviewing "all previous submissions to the [circuit] court by or on behalf of Appellant, including pleadings, affidavits, evidence, memoranda and evidence presented," the circuit court found that because Appellant received the order granting partial summary judgment more than ten days prior to filing her motion for reconsideration, her motion for reconsideration did not toll the time for filing her notice of appeal; thus, her notice of appeal was untimely.[2] Appellant moved for reconsideration, which was denied.[3] In its order denying reconsideration, the circuit court noted that "nothing credible, believable, or favorable to Appellant ha[d] been presented that would compel [the circuit court] to reverse the findings and conclusions set forth in [its prior order."[4] Because the circuit court's factual findings regarding timeliness are

---

[1] Neither Appellant nor her counsel attended the hearing; however, the trial court found Appellant received notice of the hearing.

[2] Specifically, the circuit court found the order granting summary judgment was mailed to the parties on October 29, 2007, and received by Respondent's attorney on November 1, 2007. Giving Appellant the benefit of the doubt, and tacking on an additional five days for service by mail pursuant to Rule 6(e), SCRCP, the circuit court deemed Appellant's receipt of the order as being effective on November 3, 2007. Because November 3, 2007, was a Saturday, Appellant had ten days from Monday, November, 5, 2007, to file her motion for reconsideration. Appellant's motion for reconsideration was served and filed on November 20, 2007; therefore, the circuit court found it was untimely. The circuit court noted that Appellant did not contest that the order was properly mailed or that she actually received the order. The circuit court found Appellant's counsel was "not credible as to any contested issue" and, specifically, as to the date he claimed he received the order granting summary judgment.

[3] Appellant's counsel was present for the hearing on Appellant's motion for reconsideration.



supported by evidence, we dismiss[5] this appeal pursuant to Rule 220(b)(1), SCACR, and the following authorities: Canal Ins. Co. v. Caldwell, 338 S.C. 1, 5, 524 S.E.2d 416, 418 (Ct. App. 1999) ("Rule 203(b), SCACR, requires a party to serve his notice of appeal within thirty days after receiving written notice of the entry of a final order or judgment, and failure to do so divests this court of subject matter jurisdiction and results in dismissal of the appeal."); Elam v. S.C. Dep't of Transp., 361 S.C. 9, 15, 602 S.E.2d 772, 775 (2004) (citing Rule 203(b)(1), SCACR, and Rules 50(e), 52(c), and 59(f), SCRCP) ("A timely post-trial motion, including a motion to alter or amend the judgment pursuant to Rule 59(e), SCRCP, stays the time for an appeal for all parties until receipt of written notice of entry of the order granting or denying such motion."); Coward Hund Constr. Co. v. Ball Corp., 336 S.C. 1, 3, 518 S.E.2d 56, 57 (Ct. App. 1999) ("A motion under Rule 59(e) is timely if it is 'served not later than ten days after receipt of written notice of the entry of the order.'"); Pollard v. Cnty. of Florence, 314 S.C. 397, 402, 444 S.E.2d 534, 536 (Ct. App. 1994) (reviewing the circuit court's ruling on a Rule 59(e) motion pursuant to an abuse of discretion standard); Stearns Bank Nat'l Ass'n v. Glenwood Falls, LP, 373 S.C. 331, 336, 644 S.E.2d 793, 795 (Ct. App. 2007) ("An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.") (citation and quotation marks omitted); USAA Prop. & Cas. Ins. Co. v. Clegg, 377 S.C. 643, 651, 661 S.E.2d 791, 795 (2008) (deferring to the circuit court's credibility determinations regarding the timeliness of a motion for reconsideration and declining to reverse the circuit court's decision); Reed v. Ozmint, 374 S.C. 19, 24, 647 S.E.2d 209, 211 (2007) (noting the circuit court judge, who saw and heard the witnesses, is in a better position to evaluate their credibility and assign comparative weight to their testimony).

APPEAL DISMISSED.

FEW, C.J., and CURETON and GOOLSBY, A.J., concur.

---

[4] In a footnote, the circuit court stated Appellant's counsel failed to produce the envelope in which the October 29, 2007 order was mailed to him or a date stamp or any other record establishing a date of receipt.

[5] We decide this case without oral argument pursuant to Rule 215, SCACR.

The South Carolina Court of Appeals

TANYA A. GEE
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

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April 28, 2011

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Columbia, SC 29203

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Truslow & Truslow
P.O. Box 1465
Columbia, SC 29202

Thomas George Earle, Esquire
Seigler Earle & Ellsworth
1735 St. Julian Place #103
Columbia, SC 29204

Re: Anasti, James v. Wilson, Lance

Dear Counsel:

Enclosed is the opinion of the Court of Appeals in this case.

Pursuant to Rule 221(b) of the South Carolina Appellate Court Rules, the remittitur in this case will be sent to the Clerk of Court for Richland County after fifteen (15) days, exclusive of the date of filing of this opinion.

No extension for a petition for rehearing will be granted except in the most extraordinary circumstances and, except in the rarest cases, with seven days' notice.

Sincerely,

Renee S. Johnson
Administrative Specialist

TAG/rj

James Anasti v. Lee, et al.
2007-CP-40-0576

EXHIBIT 8

Pertinent bankruptcy documents

1. Megna's objection to lifting the bankruptcy stay and false statements of fact.
2. November 9, 2009 Order lifting the stay.
3. November 11, 2009 Order.
4. December 21, 2009 Order.
5. January 15, 2010 Order denying Megna's motion to "stay" the lifting of the "stay".[1] [2]
6. April 16, 2010 Order conditionally approving plan.

[1] It is noted that despite these Orders, Megna represented to the Court of Appeals (and ultimately to this Court) that this case remained stayed by bankruptcy).

[2] Megna continued to appeal (and lost again and again). Proof is readily available on Pacer.

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
CHAPTER 7 PROCEEDING
CASE NUMBER: 09-02854

IN RE:

Gina Anasti Lee,

Debtor.

DEBTOR'S OBJECTION TO MOTION FOR RELIEF OF AUTOMATIC STAY (11 U.S.C. SECTION 362)

The Debtor, by and through her undersigned attorney, hereby objects to the Motion for Relief of the Automatic Stay filed by the Movant, James Anasti. Debtor denies all allegations of Movant's Motion not specifically admitted herein.

1. Debtor admits the allegations of paragraph 1, 2, 7, 15 and 16 of Movant's Motion.

2. The Debtor's explanation of the procedural history of the state court lawsuits concerning ownership of the Two Notch property is as follows:

a. The Honorable J. Ernest Kinard, Jr. filed an order with the Richland County Clerk of Court on October 26, 2007 that gave title to the Two Notch property to her brother, James Anasti. Debtor had possession of the property since 1996. Judge Kinard's order is under appeal in the SC Court of Appeals. Because of the following, the appeal of this order remains in the very early stages of appeal. Nothing has been begun on the substance of the appeals other than the filing of the Notice of Appeals. The records on appeal has been established nor begun by the parties nor has a briefing schedule been established by the Court.

b. Following the entry of the order by Judge Kinard, Mrs. Lee filed a Motion to Amend the Judgment on November 20, 2007. Debtor claims she received actual notice of Judge Kinard's

order on November 10, 2007. Because November 10, 2007 was a Saturday, Debtor claims the actual date of receipt for purposes of appeal was November 12, 2007. A Notice of Appeal from the December 6, 2007 order denying the motion to alter or amend was subsequently filed with the SC Court of Appeals on January 4, 2008. A copy of that Notice of Appeal is attached hereto. An amended Notice of Appeal was filed February 1, 2008.

c. After filing of the Notice of Appeal on January 4, 2008, Debtor's brother, James Anasti filed a Motion to Dismiss with the Court of Appeals alleging the Rule 59(e) motion ruled upon by Judge Kinard on December 5, 2007 had not been filed by Debtor within the ten day requirement of the South Carolina Rules of Civil Procedure, and therefore the appeal was not filed timely. On March 18, 2007 the COA issued an order requiring the trial court to make a factual determination as to when Appellant Lee actually received written notice of the October 26, 2007 order of Judge Manning.

d. A hearing pursuant to the COA March 18, 2008 order was then scheduled to be held before the Honorable Casey Manning on April 3, 2008 which resulted in an order dated April 3, 2008. It is undisputed neither the Appellant nor her counsel attended this hearing because Debtor contends that she did not get notice of this hearing as the only notice given was by Mr. Anasti was by facsimile, which Debtor denies receiving.

e. Debtor then immediately filed a Rule 59(e) Motion to Alter or Amend Judge Manning's dated April 7, 2008 in regard to the April 3, 2008 Order of the Trial Court [the first order of Judge Manning].

f. On June 19, 2008, the COA issued an order in response to Mr. Anasti's Motion to Dismiss the first appeal of the Appellant Lee as to Judge Kinard's order dated October 26, 2007. This order by the COA remanded the matter to the circuit court a second time to rule upon

Debtor's then pending Rule 59(e) motion regarding the April 3, 2008 order of Judge Manning. The Appellant Lee's Rule 59(e) Motion to the April 3, 2008 order was ruled upon by the Judge Manning by order dated April 1, 2009. It is undisputed that Debtor filed an appeal from Judge Manning's first and second orders on April 15, 2009. A copy of that appeal is attached.

g. The bankruptcy petition was filed on April 16. 2009.

h. In the appeal before the SC Court of Appeals, counsel for Movant admitted that the automatic stay provisions of 11 U.S.C. Section 362 provide for a stay of the underlying judicial proceedings in these matters. This position is in accord with a recent decision by the United States Supreme Court in which the Court discussed the effects of a stay on judicial proceedings. The Court stated:

> ... [I]nstead of directing the conduct of a particular actor, [a] stay operates upon the judicial proceeding itself. It does so either by halting or postponing some portion of the proceeding, or by temporarily divesting an order of enforceability. See Black's, supra, at 1413 (6th ed.1990) (defining "stay" as "a suspension of the case or some designated proceedings within it").
> *Nken v. Holder*, ____ U.S. ____ (Opinion No. 08–681, Decided April 22, 2009).

i. The factual bases of the two orders of Judge Manning are very highly disputed between the parties. In addition,

1. The orders of Judge Manning are under appeal in state court and were stayed when the Notice of Appeal was filed in the state appellate court. As such, Judge Manning's orders were neither final nor binding on the parties when the bankruptcy petition was filed.
2. Judge Kinard's order granting the Two Notch property to Mr. Anasti is also under appeal.
3. It was also stayed when the Notice of Appeal was filed in the SC Court of

Appeals and is neither final nor binding on the parties nor you as the bankruptcy trustee.

4. As indicated above, all matters on appeal have been held up by the parties dispute as to when Debtor received actual notice of Judge Kinard's original order dated October 27, 2007 and by the subsequent filing of the notices of appeal on orders concerning this matter.

5. There has been absolutely no briefing, or even briefing schedules, established by the Court of Appeals.

6. Debtor believes the Two Notch property legitimately to be property of the Bankruptcy Estate as she believes Judge Kinard's 2007 order to be legally incorrect. The major issue on appeal as to Judge Kinard's ruling is that Debtor's sale of the Two Notch property in 2000 'broke' the requirement of 'continuity' as to her claim of ownership of the property by adverse possession. Debtor believes that Judge Kinard's order over-looked the fact that in South Carolina, once the ten year statute on a claim for adverse possession begins to run, intervening acts, such as the sale of the property by the adverse possession claimant during the adverse possession period, do not arrest the limitations period.

As stated in 2 C.J.S. Adverse Possession § 188, p. 619-20:

> Where there has been an adverse possession by one claimant for a part of the statutory period of limitations followed by a sale by claimant of the land so occupied to another, who then assumes possession under the transfer, there is no interruption of the continuity of the adverse possession, provided that there is an actual transfer, within a reasonable time and there is no evidence of an intention to abandon the possession, since joining together or taking of the two possessions is permissible to make one continuous adverse possession...

The foregoing is consistent with the holdings of the South Carolina Supreme Court interpreting adverse possession in South Carolina. See *Milton v. Pace*, 85 S.C. 373, 67 S.E. 458 (1910); *Sutton v. Clark*, 59 S.C. 440, 38 S.E. 150 (1901); *Stratos*, supra. In addition, other state courts have reached the same conclusion. See *Hardy v. Riddill*, 24 Neb 670, 39 N.W. 841 (1888); *Ramsey v. Thomas*, 140 Ky. 356, 131 S.W. 11 (1910); *Gary v. Woodham*, 103 Ala. 421, 15 So. 840 (1894); *Files v. Railroad Lands Company*, 123 La. 110, 48 So. 763 (1909).

j. It is undisputed that Debtor actually transferred the Two Notch property on January 6, 2000, that the 'new' owners took immediate possession of the property, and further, that Debtor agreed to 'take-back' a purchase-money mortgage to finance the approximately seventy-five percent [75%] transaction. The sale of the property by Debtor January, 2000 was direct evidence of her adverse and hostile use of the Two Notch property in a manner that is "ordinary" for commercial usage. It is also undisputed that the sale occurred in the ordinary course of business.

k. There was a corollary state court law lawsuit between Debtor and the gentlemen Debtor sold the property to in 2000. All have been notified of the filing of the bankruptcy petition. This case was sent to arbitration by agreement of the parties. The arbitration contained cross-claims by Debtor against the Dallis Law Firm for damages. The Dallis Law Firm was the law firm that completed the real estate closing for both Debtor and the purchasers. The matter was arbitrated by the Honorable Thomas Cooper in December, 2007. The arbitrator delivered an initial award in 2008. Debtor and the purchasers filed Motions to Amend the Arbitration Award. Those motions are still pending before Arbitrator Cooper and were stayed by the filing of the bankruptcy case by Debtor. If the arbitrator changes his rulings, Debtor understands that any such awards would be property of the bankruptcy estate. The arbitrator's further consideration

of the motion to alter the initial arbitration award were stayed by the filing of the bankruptcy petition.

l. The Debtor is informed and believe there is substantial equity in the Two Notch property and that this Court should determine the actual ownership if the Two Notch property for the benefit of all creditors.

m. Because of the procedural posture of the case in state court, the Debtor's is informed and believes:

1. the Two Notch property and corollary arbitration are legitimate and significant assets of the bankruptcy estate,
2. the Debtor and the bankruptcy estate is at a distinct substantive disadvantage and will be significantly, if not irreversibly, harmed by the lifting of the automatic stay in this case by this Court.
3. this Court should deny the motion of Movant.

s/ Benjamin R. Matthews
Signature of Attorney
Benjamin R. Matthews
3400 West Avenue
Columbia, S.C. 29224
Phone (803) 799-1700
District Court ID No. 3332

August 4, 2009.

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Gina Anasti Lee, Debtor.	C/A No. 09-02854-JW Chapter 13 **JUDGMENT**

Based upon the Findings of Fact and Conclusions of Law recited in the attached Order of the Court, the Amended Motion Seeking 11 U.S.C. § 362(d) Relief filed by James Anasti is granted.

Columbia, South Carolina
November 9, 2009

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Gina Anasti Lee, Debtor.	C/A No. 09-02854-JW Chapter 13 **ORDER**

This matter comes before the Court on the Amended Motion Seeking 11 U.S.C. § 362(d) Relief ("Motion") filed by James Anasti ("Anasti"). This Court has jurisdiction pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (G), and (O). Pursuant to Fed. R. Civ. P. 52, made applicable to this proceeding by Fed. R. Bankr. P. 7052 and 9014, the Court makes the following Findings of Fact and Conclusions of Law.[1]

FINDINGS OF FACT

1. On October 26, 2007, the Richland County Court of Common Pleas entered an order ("state court order") granting partial summary judgment to Anasti with respect to the ownership of real property at 2325 Two Notch Road, Columbia, SC, 29202 (the "Property").[2] Specifically, the court rejected Debtor's claim to the Property by adverse possession and found title to the Property belonged solely to Anasti.

2. Gina Anasti Lee ("Debtor") filed a petition for relief under Chapter 7 of the Bankruptcy Code on April 16, 2009. On Schedule A, Debtor listed the Property as an asset with a value of $167,000. Debtor stated the nature of her interest was disputed: "Property the subject of litigation now pending in the SC Court of Appeals. The title was determined adversley [sic]

[1] To the extent any Findings of Fact constitute Conclusions of Law, they are adopted as such. To the extent any Conclusions of Law constitute Findings of Fact, they are so adopted.

[2] At the hearing on Anasti's Motion, counsel for the parties indicated that the Property is commercial property, which is presently being used by a tenant as a night club.

to the Debtor in the Lower Court proceedings, and the matter is now on Appeal."

3. On April 22, 2009, the Court of Appeals filed an Order dismissing Debtor's appeal of the state court order. However, by order dated April 28, 2009, the Court of Appeals rescinded its April 22 order of dismissal, reinstated the appeal, and provided that the timelines for perfecting the appeal would be held in abeyance. Subsequently, on June 16, 2009, the Court of Appeals issued an order holding the appeal in abeyance pending a final decision in the bankruptcy proceedings.

4. On June 22, 2009, the Chapter 7 Trustee filed her Report of No Distribution, in which she stated no property was available for distribution from the estate.

5. This Court issued an order on August 14, 2009, granting Debtor's motion to convert her case to Chapter 13. The Chapter 13 Trustee does not oppose modification of the stay in this matter.

6. The Chapter 13 plan filed by Debtor does not contain any motions, but provides: "The Debtor has requested the Court to order the immediate sale of the [Property] with all interests being paid to the creditors."

7. On August 20, 2009, Debtor commenced an adversary proceeding against Anasti concerning the ownership of the Property.

CONCLUSIONS OF LAW

In the Motion, Anasti requests the Court to lift the automatic stay, pursuant to 11 U.S.C. § 362(d)(1) and (2), for the purpose of permitting completion of the appellate process with respect to the state court order. Section 362(d)(1) provides the Court shall grant relief "for cause, including the lack of adequate protection of an interest in property of such party in interest," and § 362(d)(2) provides for relief if "the debtor does not have equity in such property" and "such

property is not necessary to an effective reorganization."

For purposes of § 362(d)(1), a bankruptcy judge has "broad discretion to determine what constitutes 'cause' sufficient to warrant relief from stay." In re Breibart, C/A No. 03-07440-W, slip op. at 2 (Bankr. D.S.C. Feb. 17, 2004); see also Robbins v. Robbins (In re Robbins), 964 F.2d 342, 345 (4th Cir. 1992) (stating that "[b]ecause the Code provides no definition of what constitutes 'cause,' courts must determine when discretionary relief is appropriate on a case-by-case basis").

In determining whether to grant relief from stay to a creditor for the purpose of litigating an issue in state court, the court should consider the following factors:

> (1) whether the issues in the pending litigation involve only state law, so the expertise of the bankruptcy court is unnecessary; (2) whether modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because the matter would have to be litigated in the bankruptcy court; and (3) whether the estate can be protected properly by a requirement that the creditor seek enforcement of any judgment through the bankruptcy court.

In re Katzburg, 326 B.R. 606, 610 (Bankr. D.S.C. 2004) (citing Robbins, 964 F.2d at 345); see also In re Charleston Affordable Housing, Inc., C/A No. 09-01020-dd, slip op. (Bankr. D.S.C. Jun. 9, 2009) (focusing on "whether judicial economy will be served by returning the parties to state court or whether litigation in the bankruptcy court would impair progress" in the bankruptcy case).

Furthermore, courts, including this one, have granted relief from the automatic stay based on a finding of cause to allow a movant to pursue a state court appeal. In re Moore, C/A No. 04-15363-B, slip op., 2005 WL 6267364, at *2 (Bankr. D.S.C. 2005) (finding cause existed to lift the automatic stay because the movant's state court appeal was the only method available for judicial review of the state court order); see also In re Wilson, 116 F.3d 87, 90 (3d Cir. 1997)

(finding that cause, pursuant to § 362(d)(1), existed to permit potential judgment creditor proceed with her state court appeal); In re Metz, 165 B.R. 769, 771 (Bankr. E.D.N.Y. 1994) (granting relief from stay to allow state appellate proceedings to continue, reasoning that the bankruptcy court could not serve as an appellate court for the state court judgment and that a parallel proceeding in the bankruptcy court would lead to "a serious duplication of efforts"); In re Morris, 153 B.R. 588, 590-92 (M.D. Fla. 1993) (affirming the bankruptcy judge's decision that sufficient cause existed to lift the automatic stay for the purpose of allowing the state appellate proceedings to continue, and noting that "the state court appeal would help lead the bankruptcy case to a conclusion").

Legislative history to § 362(d)(1) also supports lifting the stay in such circumstances: ". . . a desire to permit an action to proceed to completion in another tribunal may provide another cause." H.R. Rep. No. 95-595, at 343-44 (1977).

In this case, Anasti asserts that cause exists to lift the automatic stay to permit the continuation and conclusion of the state appellate proceedings as they provide the only mechanism available to create finality with respect to title to the Property. To this end, Anasti argues the Rooker-Feldman doctrine prevents any action by this Court with regard to the Property which, prior to the filing of Debtor's bankruptcy case, was determined to be the property of Anasti. Further, Anasti argues that his interests are not being adequately protected because he continues to have a cloud on his title. Alternatively, Anasti asserts the Property and the related appeal are not subject to the automatic stay due to the Chapter 7 Trustee's abandonment of the Property.[3]

In her objection to Anasti's Motion, Debtor refutes that any order of abandonment was

[3] Anasti also notes he does not pursue any liability against Debtor beyond a determination of title to the Property since any such action is stayed.

entered by the Chapter 7 Trustee. Debtor also disputes the applicability of the Rooker-Feldman doctrine, arguing that no final state order was issued. Further, Debtor asserts there is no indication of finality of the state court order since the state appellate proceedings have been stayed and the pending appeal has not been briefed by the parties. Debtor also contends a modification of the stay is not warranted because the bankruptcy estate and its creditors were not parties to the lower court action. Finally, Debtor states Anasti has no security interest in the Property and the sale of the Property is necessary to an effective reorganization.

The Court agrees that cause exists pursuant to § 362(d)(1), and finds that in the interests of judicial economy and comity, the automatic stay is modified to allow for completion of the state court appellate proceedings.[4] Through her response to Anasti's Motion, the Chapter 13 plan, and the adversary proceeding, Debtor seeks to have this Court adjudicate the issue of title to the Property and make a conflicting ruling to that of the state court order. The Court finds that even if the Rooker-Feldman doctrine does not preclude the Court's jurisdiction as to this issue,[5]

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[4] Because the Court finds that relief is appropriate under § 362(d)(1), the Court need not address Anasti's claim for relief pursuant to § 362(d)(2) at this time.

[5] The Rooker-Feldman doctrine applies only to bar "the loser in state court" from filing a "suit in federal district court seeking redress for an injury allegedly caused by the state court's decision." Davani v. Va. Dep't of Transp., 434 F.3d 712, 713 (4th Cir. 2006) (citing Exxon Mobil Corp. v. Saudi Basic Indus. Corp., 544 U.S. 280, 291 (2005)); McGuffin v. Barman (In re BHB Enters.), Adv. Pro. No. 97-80201, slip op., 1997 WL 33344249, at *6 (Bankr. D.S.C. Aug. 27, 1997). The "pendency of an action in the state court is no bar to proceedings concerning the same matter" in a federal court with jurisdiction; nevertheless, "[c]omity or abstention doctrines" may permit or require a federal court to stay a federal action in favor of a proceeding in state court. Exxon Mobil, 544 U.S. at 292 (internal citation omitted).

Initially, the Court questions the applicability of Rooker-Feldman on the basis that Debtor's plan, response to Anasti's Motion, and adversary proceeding do not appear to seek redress for any injury caused by the state court's order in favor of Anasti; rather, Debtor seeks to commence parallel litigation regarding title to the Property in this Court. Secondly, courts have differed in their opinions as to what constitutes a final order for purposes of Rooker-Feldman. Compare Field Auto City, Inc. v. General Motors Corp., 476 F. Supp. 2d 545, 552-54 (E.D. Va. 2007) (finding the purpose of Rooker-Feldman is best served by applying the doctrine to state trial court judgments because "a federal suit is no less an appeal of the state trial court judgment simply because state appeals are not yet final"); Sinclair v. Bankers Trust Co. of Cal., N.A., C/A No. 5:05-CV-072, slip op., 2005 WL 3434827, at *3 (W.D. Mich. Dec. 13, 2005) (finding that "the state court proceeding that must reach judgment before a federal complaint is filed for Rooker-Feldman to be applicable is the appealable trial court's judgment"); and Moore, 2005 WL 6267364, at *2 (finding the Rooker-Feldman doctrine precluded the bankruptcy court's review of the appealable

relief from stay is still appropriate based on the Court's broad discretion in finding cause under § 362(d)(1).

The determination of title to the Property and the nature and extent of Debtor's interest is an issue of state law that has already been litigated in and addressed by the lower state court. Although the timing of the completion of the state appellate proceedings is uncertain, the Court of Appeals' series of orders indicates a readiness to handle the appeal upon modification of the stay. Moreover, Anasti has noted that he does not seek authority to pursue any action or liability against Debtor beyond a determination of title to the Property in the state court proceedings. Thus, a resolution of the issue in the pending state appellate proceedings would provide this Court with a final determination as to the dispute between Anasti and Debtor with respect to the Property and would avoid an unnecessary duplication of efforts and judicial resources in this Court.

Further, Debtor would not be prejudiced by the Court's refusal to adjudicate this issue; rather, Debtor's remedy is to pursue her appeal of the state court order, and if successful, she may return to this Court for relief at that time. Debtor's indication that she initiated the pending adversary action as a debtor-in-possession on behalf of the bankruptcy estate is erroneous and fails to recognize that such standing belongs to the Chapter 13 Trustee. Thus, any argument that Debtor, in her individual capacity, is not attempting to relitigate the issue of title to the Property in this Court is flawed.

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master-in-equity's order) with Bear v. Patton, 451 F.3d 639, 641-42 (10th Cir. 2006) (interpreting Exxon Mobil to limit Rooker-Feldman's applicability to state court decisions only once the state proceedings are completed, or the state order is otherwise unappealable); Dornheim v. Sholes, 430 F.3d 919, 923 (8th Cir. 2005) (finding that Exxon Mobil makes clear that the Rooker-Feldman doctrine precludes federal district court jurisdiction only if the federal suit is commenced after the state court proceedings have ended); and State Resources Corp. v. The Architectural Team, Inc., 433 F.3d 73, 79 (1st Cir. 2005) (stating that that Rooker-Feldman doctrine is not applicable if "federal litigation is initiated before state proceedings have ended"). The Court, however, decides this matter on the basis of cause under § 362(d)(1) and need not rely on the Rooker-Feldman doctrine as a basis for modification of the automatic stay.

Based on the foregoing reasons, the Court finds that modification of the stay is appropriate at this time pursuant to § 362(d)(1) so that the issue of title to the Property can be finally determined through the state appellate process. Accordingly, Anasti's Motion is granted, and the appeal in state court may proceed. In the event the state court finds Debtor has an interest in the Property, the automatic stay shall apply and the parties may return to this Court.

AND IT IS SO ORDERED.

Columbia, South Carolina
November 9, 2009

ENTERED
DEC 21 2009
K.R.W.

FILED
at ___O'clock &___min.___M
DEC 21 2009
United States Bankruptcy Court
Columbia, South Carolina (28)

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Gina Anasti Lee,

Debtor(s).

C/A No. 09-02854-JW

Chapter 13

ORDER

This matter comes before the Court pursuant to a Motion to Alter or Amend Judgment ("Motion") filed by Gina Anasti Lee ("Debtor" or " Lee"), which asks the Court to alter or amend its order entered November 9, 2009, granting relief from the automatic stay of 11 U.S.C.§ 362 to James Anasti ("Anasti"). Anasti filed an objection ("Objection") to the Motion. At a hearing in the related adversary proceeding, Adv. Pro. No. 09-80133 (the "Adversary Proceeding"), counsel for these parties agreed with the Court that further argument of the Motion or Objection is unnecessary and that a ruling based on the pleadings would be appropriate.

In the Motion, Lee argues that relief from stay to allow the state court to finalize its ruling between these parties should be denied for three primary reasons: (1) the Debtor has standing as a debtor in possession to bring an action in the bankruptcy court on behalf of the unsecured creditors in the bankruptcy case to recover the real property located at 2325 Two Notch Road, Columbia, SC (the "Property") and said creditors' interests will not otherwise be protected or realized; (2) the Debtor has filed the Adversary Proceeding, which includes a cause of action under federally created rights, 11 U.S.C. § 544; which may not be heard in state court, thus imposing on this Court an obligation to exercise jurisdiction and not defer to the state court; and (3) the action in this Court is not barred by the Rooker-Feldman doctrine because the prior state court ruling does not represent a final judgment.

In the Objection, Anasti argues that for a number of reasons, the Court properly granted

relief from the automatic stay to allow the state court to conclude its proceedings and that the Rooker-Feldman doctrine should be applied to bar the Adversary Proceeding.

Upon consideration of the arguments of the parties, the Motion is granted in part and denied in part.

The Adversary Proceeding seeks a determination that Debtor is the record owner of the Property based on adverse possession (first cause of action), laches, estoppel, and staleness (second cause of action), and avoidance of transfer pursuant to 11 U.S.C. § 544 (fourth cause of action). The third cause of action seeks the immediate sale of the Property.

The first and second causes clearly are based upon determinations of state law, and they appear to have been fully litigated in the state court proceeding. Regarding the fourth cause of action for avoidance, it is evident from the Debtor's own admissions that she previously conveyed whatever title she had in the Property to other parties (Wilson and Goodwin) by deed recorded in January 2000. That transfer is outside of any recovery period. Either the Debtor has no interest in the property under the several theories asserted by Anasti or she conveyed it away nearly nine years prior to filing bankruptcy. When directly questioned at the hearing on the Motion to Dismiss the adversary complaint, Debtor's counsel could not identify what transfer or obligation Debtor was seeking to avoid pursuant to § 544.

The creditors' ability to be paid from the Property is dependent upon the Debtor's interests according to state law. The Debtor can assert her interests in the state court proceeding, and upon a determination in her favor, the creditors can still realize benefits through the bankruptcy process. Finally, counsel for the Debtor has admitted that there is no sales contract nor pending sale regarding the real property, and while such a sale is proposed in the Debtor's chapter 13 plan, the plan has not been confirmed.

The multiple issues associated with the ownership of the Property have been pending in the state court for many years. The state court litigation appears to include all the necessary parties, including Wilson and Goodwin, to determine ownership. The state court undertook a comprehensive review of the issues after a hearing in which the Debtor was represented and issued a detailed order. The state court order has been appealed and the issue of the timeliness of the appeal appears ripe for consideration.

For all these reasons, the motion for relief from stay by Anasti should be granted. In an order to more fully state the ruling, the order granting relief from stay will be amended and therefore, the Motion is granted in part and denied in part.

AND IT IS SO ORDERED.

UNITED STATES BANKRUPTCY JUDGE

Columbia, South Carolina
December 21, 2009

ENTERED
DEC 21 2009
K.R.W.

FILED
at ___ O'clock ___ M
DEC 21 2009
United States Bankruptcy Court
Columbia, South Carolina

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	C/A No. 09-02854-JW
	Chapter 13
Gina Anasti Lee,	**AMENDED ORDER GRANTING 11 U.S.C. § 362(d) RELIEF**
Debtor.	

This matter comes before the Court on the Amended Motion Seeking 11 U.S.C. § 362(d) Relief ("Motion") filed by James Anasti ("Anasti"). This Court has jurisdiction pursuant to 28 U.S.C. § 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (G), and (O). Pursuant to Fed. R. Civ. P. 52, made applicable to this proceeding by Fed. R. Bankr. P. 7052 and 9014, the Court makes the following Findings of Fact and Conclusions of Law.[1]

FINDINGS OF FACT

1. On October 26, 2007, the Richland County Court of Common Pleas entered an order ("state court order") granting partial summary judgment to Anasti with respect to the ownership of real property at 2325 Two Notch Road, Columbia, SC, 29202 (the "Property").[2] The court rejected Debtor's claim to the Property by adverse possession and Debtor's defenses of laches and estoppel and found title to the Property belonged solely to Anasti.

2. Gina Anasti Lee ("Debtor") filed a petition for relief under Chapter 7 of the Bankruptcy Code on April 16, 2009. On Schedule A, Debtor listed the Property as an asset with a value of $167,000. Debtor stated the nature of her interest was disputed:[3] "Property the subject

[1] To the extent any Findings of Fact constitute Conclusions of Law, they are adopted as such. To the extent any Conclusions of Law constitute Findings of Fact, they are so adopted.

[2] At the hearing on Anasti's Motion, counsel for the parties indicated that the Property is commercial property, which is presently being used by a tenant as a night club.

[3] However, it is undisputed that in January 2000, Debtor conveyed her claimed interest in the Property to a third party.

of litigation now pending in the SC Court of Appeals. The title was determined adversley [sic] to the Debtor in the Lower Court proceedings, and the matter is now on Appeal."

3. On April 22, 2009, the Court of Appeals filed an Order dismissing Debtor's appeal of the state court order. However, by order dated April 28, 2009, the Court of Appeals rescinded its April 22 order of dismissal, reinstated the appeal, and provided that the timelines for perfecting the appeal would be held in abeyance. Subsequently, on June 16, 2009, the Court of Appeals issued an order holding the appeal in abeyance pending a final decision in the bankruptcy proceedings.

4. On June 22, 2009, the Chapter 7 Trustee filed her Report of No Distribution, in which she stated no property was available for distribution from the estate.

5. This Court issued an order on August 14, 2009, granting Debtor's motion to convert her case to Chapter 13. The Chapter 13 Trustee does not oppose modification of the stay in this matter.

6. The Chapter 13 plan filed by Debtor does not contain any motions, but provides: "The Debtor has requested the Court to order the immediate sale of the [Property] with all interests being paid to the creditors." However, no sale of the Property is pending, and there are no contracts for the purchase of the Property.

7. On August 20, 2009, Debtor commenced an adversary proceeding against Anasti concerning the ownership of the Property.

CONCLUSIONS OF LAW

In the Motion, Anasti requests the Court to lift the automatic stay, pursuant to 11 U.S.C. § 362(d)(1) and (2), for the purpose of permitting completion of the appellate process with respect to the state court order. Section 362(d)(1) provides the Court shall grant relief "for cause,

including the lack of adequate protection of an interest in property of such party in interest," and § 362(d)(2) provides for relief if "the debtor does not have equity in such property" and "such property is not necessary to an effective reorganization."

For purposes of § 362(d)(1), a bankruptcy judge has "broad discretion to determine what constitutes 'cause' sufficient to warrant relief from stay." In re Breibart, C/A No. 03-07440-W, slip op. at 2 (Bankr. D.S.C. Feb. 17, 2004); see also Robbins v. Robbins (In re Robbins), 964 F.2d 342, 345 (4th Cir. 1992) (stating that "[b]ecause the Code provides no definition of what constitutes 'cause,' courts must determine when discretionary relief is appropriate on a case-by-case basis").

In determining whether to grant relief from stay to a creditor for the purpose of litigating an issue in state court, the court should consider the following factors:

> (1) whether the issues in the pending litigation involve only state law, so the expertise of the bankruptcy court is unnecessary; (2) whether modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because the matter would have to be litigated in the bankruptcy court; and (3) whether the estate can be protected properly by a requirement that the creditor seek enforcement of any judgment through the bankruptcy court.

In re Katzburg, 326 B.R. 606, 610 (Bankr. D.S.C. 2004) (citing Robbins, 964 F.2d at 345); see also In re Charleston Affordable Housing, Inc., C/A No. 09-01020-dd, slip op. (Bankr. D.S.C. Jun. 9, 2009) (focusing on "whether judicial economy will be served by returning the parties to state court or whether litigation in the bankruptcy court would impair progress" in the bankruptcy case); In re Joyner, 416 B.R. 190, 192-93 (Bankr. M.D.N.C. 2009) (relying on the Robbins factors and modifying the automatic stay to permit the state court action to proceed).

Furthermore, courts, including this one, have granted relief from the automatic stay based on a finding of cause to allow a movant to pursue a state court appeal. In re Moore, C/A No. 04-

15363-B, slip op., 2005 WL 6267364, at *2 (Bankr. D.S.C. 2005) (finding cause existed to lift the automatic stay because the movant's state court appeal was the only method available for judicial review of the state court order); see also In re Wilson, 116 F.3d 87, 90 (3d Cir. 1997) (finding that cause, pursuant to § 362(d)(1), existed to permit potential judgment creditor proceed with her state court appeal); In re Metz, 165 B.R. 769, 771 (Bankr. E.D.N.Y. 1994) (granting relief from stay to allow state appellate proceedings to continue, reasoning that the bankruptcy court could not serve as an appellate court for the state court judgment and that a parallel proceeding in the bankruptcy court would lead to "a serious duplication of efforts"); In re Morris, 153 B.R. 588, 590-92 (M.D. Fla. 1993) (affirming the bankruptcy judge's decision that sufficient cause existed to lift the automatic stay for the purpose of allowing the state appellate proceedings to continue, and noting that "the state court appeal would help lead the bankruptcy case to a conclusion").

Legislative history to § 362(d)(1) also supports lifting the stay in such circumstances: ". . . a desire to permit an action to proceed to completion in another tribunal may provide another cause." H.R. Rep. No. 95-595, at 343-44 (1977).

In this case, Anasti asserts that cause exists to lift the automatic stay to permit the continuation and conclusion of the state appellate proceedings as they provide the only mechanism available to create finality with respect to title to the Property. To this end, Anasti argues the Rooker-Feldman doctrine prevents any action by this Court with regard to the Property which, prior to the filing of Debtor's bankruptcy case, was determined to be the property of Anasti. Further, Anasti argues that his interests are not being adequately protected because he continues to have a cloud on his title. Alternatively, Anasti asserts the Property and the related appeal are not subject to the automatic stay due to the Chapter 7 Trustee's

abandonment of the Property.[4]

In her objection to Anasti's Motion, Debtor refutes that any order of abandonment was entered by the Chapter 7 Trustee. Debtor also disputes the applicability of the Rooker-Feldman doctrine, arguing that no final state order was issued. Further, Debtor asserts there is no indication of finality of the state court order since the state appellate proceedings have been stayed and the pending appeal has not been briefed by the parties. Debtor also contends a modification of the stay is not warranted because the bankruptcy estate and its creditors were not parties to the lower court action. Finally, Debtor states Anasti has no security interest in the Property and the sale of the Property is necessary to an effective reorganization.

The Court agrees that cause exists pursuant to § 362(d)(1), and finds that in the interests of judicial economy and comity, the automatic stay is modified to allow for completion of the state court appellate proceedings.[5] Through her response to Anasti's Motion, the Chapter 13 plan, and the adversary proceeding, Debtor seeks to have this Court adjudicate the issue of title to the Property and make a conflicting ruling to that of the state court order. The Court finds that even if the Rooker-Feldman doctrine does not preclude the Court's jurisdiction as to this issue,[6]

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[4] Anasti also notes he does not pursue any liability against Debtor beyond a determination of title to the Property since any such action is stayed.

[5] Because the Court finds that relief is appropriate under § 362(d)(1), the Court need not address Anasti's claim for relief pursuant to § 362(d)(2) at this time.

[6] The Rooker-Feldman doctrine applies only to bar "the loser in state court" from filing a "suit in federal district court seeking redress for an injury allegedly caused by the state court's decision." Davani v. Va. Dep't of Transp., 434 F.3d 712, 713 (4th Cir. 2006) (citing Exxon Mobil Corp. v. Saudi Basic Indus. Corp., 544 U.S. 280, 291 (2005)); McGuffin v. Barman (In re BHB Enters.), Adv. Pro. No. 97-80201, slip op., 1997 WL 33344249, at *6 (Bankr. D.S.C. Aug. 27, 1997). The "pendency of an action in the state court is no bar to proceedings concerning the same matter" in a federal court with jurisdiction; nevertheless, "[c]omity or abstention doctrines" may permit or require a federal court to stay a federal action in favor of a proceeding in state court. Exxon Mobil, 544 U.S. at 292 (internal citation omitted).

Courts have differed in their opinions as to what constitutes a final order for purposes of Rooker-Feldman, with some courts, including in this district, finding that the state court litigation need not reach a state's highest court for the doctrine to apply. See Sharper v. S.C. Dep't of Corr., C/A No. 2:09-777, slip op., 2009 WL 1209583, at *1 (D.S.C. May 1, 2009) (finding that the federal action was barred by Rooker-Feldman because "it [was] clear that the

relief from stay is still appropriate based on the Court's broad discretion in finding cause under § 362(d)(1).

The determination of title to the Property and the nature and extent of Debtor's interest is an issue of state law that has already been litigated in and addressed by the lower state court. Although the timing of the completion of the state appellate proceedings is uncertain, the Court of Appeals' series of orders indicates a readiness to handle the appeal upon modification of the stay. Moreover, Anasti has noted that he does not seek authority to pursue any action or liability against Debtor beyond a determination of title to the Property in the state court proceedings. Thus, a resolution of the issue in the pending state appellate proceedings would provide this Court with a final determination as to the dispute between Anasti and Debtor with respect to the Property and would avoid an unnecessary duplication of efforts and judicial resources in this Court.

Further, Debtor would not be prejudiced by the Court's refusal to adjudicate this issue; rather, Debtor's remedy is to pursue her appeal of the state court order, and if successful, she may return to this Court for relief at that time. Any unsecured creditors' rights are dependent

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plaintiff [was] seeking to challenge the results of an on-going state court action"); Lloyd v. Miller, C/A No. 9:08-cv-00675, slip op., 2009 WL 2356170, at *4 (D.S.C. May 8, 2009) (applying doctrine even though state court litigation had not yet reached highest state court); Field Auto City, Inc. v. Gen. Motors Corp., 476 F. Supp. 2d 545, 552-54 (E.D. Va. 2007) (finding the purpose of Rooker-Feldman is best served by applying the doctrine to state trial court judgments because "a federal suit is no less an appeal of the state trial court judgment simply because state appeals are not yet final"); Sinclair v. Bankers Trust Co. of Cal., N.A., C/A No. 5:05-CV-072, slip op., 2005 WL 3434827, at *3 (W.D. Mich. Dec. 13, 2005) (finding that "the state court proceeding that must reach judgment before a federal complaint is filed for Rooker-Feldman to be applicable is the appealable trial court's judgment"); Moore, 2005 WL 6267364, at *2 (finding the Rooker-Feldman doctrine precluded the bankruptcy court's review of the appealable master-in-equity's order). But see Bear v. Patton, 451 F.3d 639, 641-42 (10th Cir. 2006) (interpreting Exxon Mobil to limit Rooker-Feldman's applicability to state court decisions only once the state proceedings are completed, or the state order is otherwise unappealable); Dornheim v. Sholes, 430 F.3d 919, 923 (8th Cir. 2005) (finding that Exxon Mobil makes clear that the Rooker-Feldman doctrine precludes federal district court jurisdiction only if the federal suit is commenced after the state court proceedings have ended); State Resources Corp. v. The Architectural Team, Inc., 433 F.3d 73, 79 (1st Cir. 2005) (stating that that Rooker-Feldman doctrine is not applicable if "federal litigation is initiated before state proceedings have ended").

The Court, however, decides this matter solely on the basis of cause under § 362(d)(1) and need not rely on the Rooker-Feldman doctrine as a basis for modification of the automatic stay.

upon Debtor's rights in the Property, which are determined by state law.

Based on the foregoing reasons, the Court finds that modification of the stay is appropriate at this time pursuant to § 362(d)(1) so that the issue of title to the Property can be finally determined through the state appellate process. Accordingly, Anasti's Motion is granted, and the appeal in state court may proceed. In the event the state court finds Debtor has an interest in the Property, the automatic stay shall apply and the parties may return to this Court.

AND IT IS SO ORDERED.

UNITED STATES BANKRUPTCY JUDGE

Columbia, South Carolina
December 21, 2009

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	C/A No. 09-02854-JW
	Chapter 13
Gina Anasti Lee,	**ORDER DENYING MOTION TO STAY ORDERS PENDING APPEAL**
Debtor(s).	

This matter comes before the Court upon Debtor's Motion to Stay Orders Pending Appeal ("Motion") pursuant to Fed. R. Bankr. P. 8005. On November 9, 2009, the Court entered an order granting James Anasti's ("Anasti") Amended Motion Seeking 11 U.S.C. § 362(d) Relief pursuant to § 362(d)(1) so that the state court could finalize its determination of Debtor's claims under state law to the real property identified as 2325 Two Notch Road, Columbia, SC 29202 (the "Property"). Thereafter, on December 21, 2009, the Court granted in part and denied in part Debtor's Motion to Alter or Amend Judgment and entered an Amended Order Granting 11 U.S.C. § 362(d) Relief to Anasti based on § 362(d)(1).

In her Motion, Debtor asserts that the Court should stay the granting of relief because the Court failed to recognize her standing as a debtor-in-possession to pursue actions pursuant to 11 U.S.C. § 544. Debtor claims the state trial court order was not a final order and thus, is not enforceable.[1]

To determine whether to issue a stay pending appeal under Rule 8005, the Court must examine the following four factors: (1) that Debtor, as the moving party, will likely prevail on the merits of the appeal; (2) that the Debtor will suffer irreparable injury if the stay is denied, (3) that other parties will not be substantially harmed by the stay, and (4) that the public interest will be served by granting the stay. In re Tubular Techs., LLC, C/A No. 06-00228-JW, slip op. (Bankr.

[1] Debtor also notes that should the Court stay its previous orders and allow the Adversary Proceeding to move forward, she would seek to amend her complaint to add a cause of action for equitable subordination.

D.S.C. Jul. 18, 2006) (citations omitted). The party seeking a stay pending appeal bears the burden of showing each factor, and the failure to satisfy any one of the factors precludes the establishment of a stay. Id.

In a prior state court proceeding, Anasti was determined to be the title holder of the Property based on a deed recorded in 1978. Despite admitting that she conveyed any prior interest she would have claimed in the Property to third parties in 2000, Debtor asserted an interest under certain state law claims, including adverse possession, laches, and estoppel. After a full contested proceeding in which Debtor was represented, the state court confirmed the title to the Property in Anasti. The state court order did not transfer title from Debtor, but rather, it merely declared that Debtor never obtained title. Debtor appealed that ruling.

It is apparent that one of the primary reasons Debtor filed for bankruptcy relief was to escape the consequence of the state court order and any determination that the order was final due to the untimely appeal filed by Debtor or her counsel. Debtor initially filed a Chapter 7 case, but soon after the Chapter 7 trustee declared the case to contain no assets and decided not to pursue any interest Debtor claimed in the Property, Debtor voluntarily converted the case to Chapter 13. In her Chapter 13 case, Debtor proposes to sell the Property upon this Court's determination of her interest under the same state law theories presented in the state court proceeding. While Debtor makes much of her standing and desire to pursue her claimed interest for the benefit of her creditors, the Court notes that the Chapter 13 Trustee, who would normally embrace or require pursuit of an action to benefit creditors, has not objected to Anasti having relief from the stay.

As previously indicated, the state court order did not transfer the Property from Debtor, it merely recognized Anasti's prior interest. Even if the Court ignored the state court order, before the Property could be sold, the Court would have to determine Debtor's claim to the Property under the same state law theories which were fully litigated in state court. Debtor insists the state court order

should be ignored because it is not final. However, although Debtor is the party who filed the appeal in state court, when faced with issues of the timeliness of her appeal and possible issues of attorney error, she filed bankruptcy to prohibit a final ruling.

For all the reasons stated previously, including judicial economy, this Court believes it is best for the state court to finalize the appeal. If the appellate court affirms the trial court or determines the state court order is otherwise final, then Debtor has no interest in the Property that can be administered in this Court. However, if by reversal or remand, the state appellate court finds Debtor has an interest in the Property, then pursuant to this Court's order, the automatic stay would apply to that interest and effectively return consideration of the Debtor's interest in the Property to this Court. In this way, neither Debtor nor creditors are prejudiced by relief from stay.

In her Motion, Debtor does not set forth grounds to satisfy each of the factors listed above; rather, she reasserts her arguments for why relief from the automatic stay should not be granted to Anasti. Regardless, an evaluation of the factors supports the denial of the Motion. Anasti continues to be substantially harmed by delay in this proceeding and would be further harmed by a stay pending appeal; in contrast, Debtor's interest in the Property remains protected if she has any interest under South Carolina law. Debtor is unlikely to prevail on appeal, and public interest is not served by Debtor's motion in this case. Furthermore, the Court has conducted two hearings in this matter and the related Adversary Proceeding (No. 09-80133) pertaining to the same issues raised in this Motion, and has evaluated Debtor's arguments in its Orders entered on November 9, 2009, and December 21, 2009. As the Court indicated in its earlier orders, the issues concerning Debtor's claim to the Property have been comprehensively reviewed in state court, the state court order has been appealed, and a resolution in the pending state appellate proceedings would provide this Court with a final determination of state law regarding Debtor's claim to the Property. Accordingly, the Court finds that further delay and argument from the parties is unnecessary and denies the Motion.

AND IT IS SO ORDERED.

c(6)
c(2)

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

In re, Gina Anasti Lee, Debtor(s).	C/A No. 09-02854-JW Adv. Pro. No. 09-80133-JW Chapter 13
Gina Anasti Lee, Plaintiff(s), v. James Anasti, Defendant(s).	**ORDER DENYING MOTION TO AMEND**

This matter comes before the Court on the Motion to Amend Plaintiff's Adversary Complaint ("Motion") filed by Gina Anasti Lee ("Debtor"). This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 1334 and 157. For the reasons stated below, the Motion is denied.

Debtor filed a petition for relief under Chapter 7 of the Bankruptcy Code on April 16, 2009, but then converted her case to Chapter 13. On August 20, 2009, Debtor commenced this adversary proceeding seeking to establish an interest in the real property located at 2325 Two Notch Road, Columbia, SC (the "Property"). On December 21, 2009, this Court entered an amended order ("§ 362 Order") granting Defendant James Anasti ("Anasti") relief from the automatic stay pursuant to § 362(d)(1) so that Debtor's claim to the Property can be finally determined through the state appellate process. The Court subsequently denied Debtor's motion to stay pending appeal by order entered January 15, 2010, and on January 27, 2010, Debtor filed this Motion.

In her Motion, Debtor seeks to amend her Complaint to add a claim for subrogation, and argues the addition of the claim is appropriate since there is no effective state law judgment determining the title to the Property and the Rooker-Feldman doctrine does not divest this Court of jurisdiction, and because the Debtor-in-possession obtained bona fide purchaser and judgment creditor status and § 509 and equitable subordination are available remedies. Additionally, Debtor seeks to assert a more specific factual basis for the Debtor-in-possession's claim under § 544(a) and clarify the factual allegations of the Complaint.

Pursuant to Fed. R. Civ. P. 15(a), made applicable to this proceeding by Fed. R. Bankr. P. 7015, amendments may be made "with the opposing party's written consent or the court's leave," and "[t]he court should freely give leave when justice so requires." Denial of a motion to amend is appropriate "if there is no reasonable explanation for the delay and/or the amendment does not contain any newly discovered facts." Prospect Capital Corp. v. Cole (In re Cole), C/A No. 07-04074, Adv. Pro. No. 07-80165, slip op. (Bankr. D.S.C. Mar. 20, 2009) (citations omitted). A motion to amend may also be denied "where the amendment would not withstand a motion to dismiss." Id.

In her Motion, Debtor has not provided an explanation for the lengthy delay in amending her Complaint, nor has she presented any new facts; rather, she requests an opportunity to more clearly articulate the facts already provided in the Complaint. Furthermore, prior to Debtor's filing of the Motion, the Court has considered and determined that Anasti's Motion to Dismiss should be granted. Debtor has not set forth any new facts or allegations to alter the Court's conclusion with respect to the Motion to Dismiss. In the interest of judicial economy, Debtor should pursue her appeal in the state appellate court and may return to this Court following the state court's final determination of state law regarding Debtor's claim to the Property, which

would affect all issues raised in this adversary proceeding.

Accordingly, Debtor's Motion is denied without prejudice.

AND IT IS SO ORDERED.

Columbia, South Carolina
February 1, 2010

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Gina Anasti Lee, Debtor(s).	C/A No. 09-02854-JW Chapter 13 **ORDER CONDITIONING AND CONFIRMING PLAN**

This matter comes before the Court for confirmation of the Amended Chapter 13 Plan ("Plan") filed on March 24, 2010 by Gina Anasti Lee ("Debtor"). After notice and a hearing, the Court makes the following findings of fact and conclusions of law.

Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code on April 16, 2009. The case was subsequently converted to a case under chapter 13. On August 5, 2009, Debtor filed a chapter 13 plan. The plan has been amended a number of times during the course of the case and confirmation has previously been denied because the plan under consideration did not meet the requirements of 11 U.S.C. § 1325(a). The Court finds that further amendment of the Plan would delay distributions to creditors and would not be in the best interest of the parties.

A central part of the Plan is represented by certain nonstandard language set forth in Part III, Subsection A, which addresses contingent litigation regarding property located at 2325 Two Notch Road, Columbia, South Carolina ("Property"). This Property is the subject of state court litigation and appeals to the United States District Court regarding the establishment of Debtor's interest in the Property. Debtor proposes in the Plan to continue such litigation, and upon the establishment of her interest in the Property, to sell the Property under the direction of the Court with all proceeds of the sale to be turned over to the Trustee for appropriate distribution to all creditors who have filed timely

proofs of claim with the Court after the Court determines the amount, if any, for attorney's fees and costs that are due to counsel for Debtor.

The Court believes it is in the best interests of all parties in interest for the Plan to be confirmed but finds that portions do not meet the requirements for confirmation or should otherwise be adjusted or conditioned by this Order. Therefore, the Court finds as follows:

(1) The provision indicating that the opposing party in state court, James Anasti, has waived claims for monetary damages is not approved. The evidence indicates that while Mr. Anasti has not and may not intend to file a claim for prepetition debt, he does not waive any post petition claim(s), including any claim for costs or damages associated with the ongoing state court litigation and federal appeals.

(2) The provision indicating that "all proceeds of the sale [shall] be turned over to the Trustee for appropriate distribution to all creditors who have filed timely proofs of claim with the Court" provides for no deduction of any type from the proceeds for Debtor. Therefore, the Court confirms that Debtor shall receive no distribution or deduction of any type from the sale of the Property unless all claims are paid in full.

(3) To the extent that Part III, Subsection A, may be read to provide for the deduction of attorney's fees and costs for Debtor's counsel before any turnover of proceeds to the Trustee, it is not approved. At the hearing, Debtor's counsel recognized that any allowance of fees or costs would have to be approved in advance by the Court based upon an application pursuant to 11

U.S.C. § 330. Fees and costs shall not be paid according to the schedule provided in Part IV, Subsection A of the Plan. Therefore, all proceeds shall be immediately turned over to the Trustee with any payment of approved fees and costs paid thereafter.

(4) Claims of unsecured creditors shall be paid in full to the extent sufficient funds are received from any sale of the Property.

The Court finds that the remaining provisions of the Plan comply with the provisions of Chapter 13 and with all other applicable provisions of the Bankruptcy Code and that all fees and charges to be paid before confirmation have been paid. Accordingly,

IT IS ORDERED THAT:

1. Subject to the provisions of this Order, the Amended Chapter 13 Plan filed on March 24, 2010 is confirmed; and
2. Debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the Court.

AND IT IS SO ORDERED.

FILED BY THE COURT
04/15/2010

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

John E. Waites

Chief US Bankruptcy Court Judge
District of South Carolina

Entered: 04/16/2010

 Ex E(2)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

IN RE:	)	C/A No.: 3:10-196
	)	
Gina Anasti Lee,	)	**ORDER**
	)	
Debtor.	)	
	)	

This matter comes before the court on the appeal of appellant Gina Anasti Lee (the "Debtor") from the bankruptcy court's order (the "Stay Order") lifting the automatic stay provisions imposed by 11 U.S.C. § 362(a). The Stay Order allowed a state court case to go forward then and currently pending before the South Carolina Court of Appeals (the "Stay Appeal"). Debtor has filed a motion to have this court stay the Stay Order. The parties fully briefed the motion and the appeal and presented argument to the court at a May 4, 2010 hearing. At the hearing, the parties agreed that the motion to stay the Stay Order is moot in light of the stage of the proceedings, and the court took the Stay Appeal under advisement. This order serves to announce the ruling of the court as to the Stay Appeal.

I. Background

This case arises out of a tortured factual and procedural background and concerns the efforts of the Debtor to bring real property, located at 2325 Two Notch Road, Columbia, South Carolina (the "Property"), into her bankruptcy estate. In 1978, Albert Anasti, Debtor's father, jointly deeded the Property in the name of himself and his son, appellee James Anasti ("Anasti"). Albert Anasti died in 1995, and left the property to Debtor in his will. The will was probated in the Richland County Probate Court and Debtor secured a Deed of

the estate. The Debtor then moved to convert her Chapter 7 case to Chapter 13. On August 20, 2009, Debtor initiated a Chapter 13 adversary proceeding against Anasti in bankruptcy court concerning the ownership of the Property. Anasti thereafter moved to lift the § 362 stay for the purpose of allowing the Quiet Title Action to proceed. The bankruptcy court granted Anasti's motion and Debtor appealed. Debtor's appeal is currently before the court.

II. Standard of Review

The decision of the bankruptcy court to lift the § 362 automatic stay is within the discretion of the bankruptcy court and may be overturned on appeal only for abuse of discretion. In re Robbins, 964 F.2d 342, 345 (4th Cir. 1992). The automatic stay provisions act to give the bankruptcy court an opportunity to harmonize interests and preserve a debtor's assets, however, § 362(d)(1) allows for a bankruptcy court to terminate, modify, or condition a stay for cause. 11 U.S.C. § 362(d)(1). When determining the existence of cause for the purposes of § 362, the Fourth Circuit requires a court to consider: (1) whether the issues in the pending litigation involve only state law, so that the expertise of the bankruptcy court is unnecessary; (2) whether modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because matters would have to be litigated in bankruptcy court; and (3) whether the estate can be protected properly by a requirement that creditors seek enforcement of any judgment through the bankruptcy court. In re Robbins, 964 F.2d at 345.

of a state circuit court on a matter in which the state enjoys expertise, and to initiate essentially identical litigation in an alternate forum. Based on the foregoing, the court finds that the bankruptcy court did not abuse its discretion, that the Debtor's motion to stay is moot, and affirms the decision of the bankruptcy court as expressed in the Stay Order.

IT IS SO ORDERED.

Joseph F. Anderson, Jr.

May 6, 2010
Columbia, South Carolina

Joseph F. Anderson, Jr.
United States District Judge

James Anasti v. Lee, et al.
2007-CP-40-0576

EXHIBIT 9

Megna letter of December 31, 2009

This document, along with many others, demonstrates the length Megna went to in order to delay sanctions.

Here, Megna asserted that the Bankruptcy Court "allowed this Court to determine ownership". Actually, what the Bankruptcy Court did was to lift the bankruptcy stay so that the appeal would have to proceed (as limited by the Court of Appeals – the appeal was specifically limited to timeliness and did not extend to the merits or damages) or be abandoned. For self-serving reasons, Megna chose to proceed. Megna was not authorized to represent Lee in this case, other than to conclude the appeal, precisely because Lee was in bankruptcy. Megna's letter can be compared to his letter to Judge Lee dated November 3, 2011 wherein Megna continued to make claims that the matter remained stayed and that the bankruptcy proceedings had not been resolved.

TONY R. MEGNA
ATTORNEY-AT-LAW
3400 West Avenue
Columbia, South Carolina 29203
TELEPHONE: 803-799-1700

December 31, 2009

The Honorable Jeanette F. Barber
Clerk of Court
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

Re: Anasti v. Wilson, et al.
Case Tracking Number: 200877266

Dear Ms. Barber:

On November 9, 2009, the United States Bankruptcy Court for the District of South Carolina entered an order in the above matter granting Appellee Anasti's motion for relief from the automatic stay pursuant to 11 USC Section 362(d)(1). Subsequently, the Bankruptcy Court entered two additional orders on December 21, 2009. Copies of all three orders are attached hereto. The bankruptcy court's orders allow this Court to determine the ownership status of commercial property located at 2325 Two Notch Road, Columbia, SC but do not allow Appellee Anasti to obtain other relief against Appellant Lee. On December 30, 2009, the Debtor-Appellant filed a Notice of Appeal of the bankruptcy orders in the United States Bankruptcy Court. The appeal will be heard by the United States District Court for the District of South Carolina. A copy of the Notice of Appeal is attached hereto. The adversary action filed by the Debtor against Mr. Anasti remains pending in the Bankruptcy Court. A ruling is anticipated in the near future.

The state appellate proceedings in this Court have been stayed by this Court's order dated June 16, 2006 "pending resolution of the bankruptcy action." The bankruptcy proceedings have not been resolved, and the bankruptcy action will not be completed until (a) the bankruptcy appellate proceedings are concluded as to the orders indicated above, and (b) bankruptcy orders on the pending adversary action filed by Appellant Lee against Appellee Anasti are issued and resolved.

Sincerely,

Tony R. Megna
Attorney for Appellant Lee

Enclosure

Cc: Thomas Earle, Esquire
Douglas Truslow, Esquire

EXHIBIT 10

November 3, 2011 letter from Megna to Judge Lee

In an attempt to avoid sanctions, Megna falsely represented:

- The Bankruptcy Court and Bankruptcy Code did not permit the within sanctions motion from proceeding.
- The State Court of Appeals actually denied Mr. Anasti's request for damages [sic – he referred to his attached "Exhibit B", asserting it was the Order of Judge Lee. It was not.][1]
- "the state appellate court judgment [sic] may, indeed be void *ab initio*."
- That his attached "Exhibit A" was a Court Order. It was no such thing. Reference can easily be made to the bankruptcy orders, in comparison to what Megna submitted. Reference may also be made to Judge Baxley's Order of February 11, 2012, in conjunction with the fact that this Court has set this sanctions matter for resolution.

[1] Completely disproving Megna's claim, a subsequent damages hearing was in fact held. Plaintiff received a Confession of Judgment. It is of record.

Truslow & Truslow
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Columbia, SC 29202

November 1, 2011

RE: Jim Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court
Docket number: 2007-CP-40-0576

The Honorable Alison Renee Lee
Chief Administrative Judge of Common Pleas
Fifth Judicial Circuit
P. O. Box 192
Columbia, SC 29202-0192

Dear Judge Lee:

As a result of the Supreme Court's denial of Defendant Lee's Petition for Writ of Certiorari, in conjunction with the Court of Appeals' denial of Defendant Lee's Appeal(s), the above case is in the process of being returned to the Court of Common Pleas along with an indication that the action to quiet title has now been definitely and definitively resolved in my client James Anasti's favor.

This letter is to request a status conference to address outstanding issues. I believe the issues to be addressed in a status conference are: 1) setting a date for a damages hearing (damages to be awarded to Plaintiff Anasti) and 2) setting a date for a sanctions hearing (fees to be awarded Plaintiff Anasti and other sanctions that the Court may wish to impose).

In that Defendant Lee has now filed for Chapter 13 Bankruptcy, damages against her will not be sought, absent some unforeseen circumstance of which I am unaware - although the Bankruptcy Court appears to have authorized it, post filing should the Plaintiff seek appropriate relief from the Bankruptcy Court. That said, given the circumstances and as a practical matter, I would like to reiterate that damages are not expected to be sought against Defendant Lee. Damages (basically "rents") are being sought against Defendants Goodwin and Wilson.

Relative to sanctions, it is obvious that none are being sought against Defendants Goodwin and Wilson, and the same analysis stated in the paragraph above is expected to apply to Defendant Lee personally. At the status conference, I believe we will need to have guidance on how you wish for us to proceed and how much time will be needed.

Under the circumstances, in which sanctions will be sought to be imposed against Lee's counsel, it may be best to have the status conference held on the record, but I will defer to your Honor and other counsel.

And again, Plaintiff Anasti wants to make clear that he will not be seeking damages or sanctions against Ms. Lee, except as may be specifically authorized and permitted by the Bankruptcy Court.

There are some other matters, such as Motions to Compel discovery and associated issues that are outstanding, but given Ms. Lee's bankruptcy, they would appear to Plaintiff to be moot. Nonetheless, this subject may need to be appropriately addressed at the status conference. I will leave it up to Lee's counsel to advise the Court if there are Motions they would like to have addressed at a time subsequent to the status conference.

Finally, for what it is worth, I believe that it might conserve judicial resources for there to be a damages hearing first (as it should not take more than an hour or two) and a sanctions hearing on a separate date, especially given the seriousness of the sanctions issues and the time that will need to be set aside for it.[1]

Please let us know how you would like for us to proceed and when we are to appear.

Sincerely,

Douglas N. Truslow
DNT/adh

cc: James Anasti
Tony Megna, Esquire
Benjamin Matthews
Thomas Earle

[1] I am not certain if a sanctions hearing can be held by way of arbitration, but if so and if Lee's counsel is willing, my client is agreeable to having those issues tried by binding arbitration before the Honorable Thomas Cooper (retired Circuit Court Judge) in that he tried the "Companion Cases" and he is familiar with the circumstances. Alternatively, the issue could be addressed by a presiding judge in the 5th Judicial Circuit, as the matter would be heard non-jury.

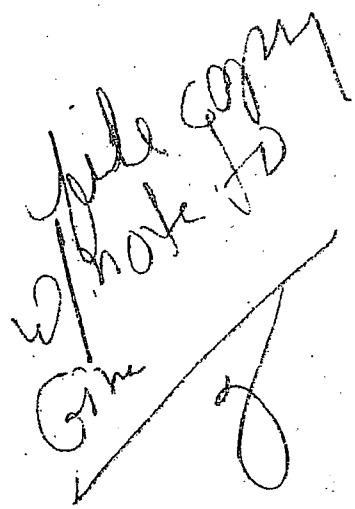
MATTHEWS AND MEGNA, P.A.

ATTORNEYS-AT-LAW

3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA 29016
TELEPHONE: 803-254-3676
tmegna@gmail.com

November 3, 2011

VIA FAX TO (803) 576-1768



The Honorable Alison Renee Lee
P O Box 192
1701 Main St., Room 324
Columbia, SC 29202-0192

Re: Lee v. Anasti, Docket Number 2007-CP-40-0576

Dear Judge Lee:

I have received a copy of a letter from Douglas Truslow in which he requested a status conference in regard to the above matter. I respectfully request the Court to disregard the request for a status conference, and deny any request by Mr. Truslow or others to take any further action in the above-referenced case due to the following:

1. Ms. Lee filed for Chapter 13 bankruptcy in February, 2009. The provisions of 11 USC Section 362 automatically stayed the state-court action then pending between Mr. Anasti and Ms. Lee. On December 21, 2009, the bankruptcy court allowed the state court appeal to be finalized. Ms. Lee's confirmed Chapter 13 plan dated March 24, 2010. A copy is attached as Exhibit A:

> By order entered December 21, 2009, the Court granted ***limited relief from the automatic stay to allow the state court to finalize its consideration of state court appellate proceeding*** that were pending at the time of the filing of the Debtor's bankruptcy case.

By its' plain terms, the confirmed plan allows only the state appellate proceedings to be finalized.

2. Mr. Truslow has informed the Court that the bankruptcy court allowed this court to determine damages. That is not correct. The bankruptcy court, in its' order of confirmation, stated:

> ". The evidence indicates that while Mr. Anasti has not and may not intend to file a claim for prepetition debt, he does not waive any post petition claim(s), including any claim for costs or damages associated with the ongoing state court litigation and federal appeals."

A copy of the order of confirmation is attached as Exhibit B. Mr. Anasti, in fact, did *not* file a filed a proof of claim in the bankruptcy case for pre-petition damages or any other type of relief based on pre-petition issues between the parties. Failure to file a proof of claim results in the discharge of the Debtor from any relief that based on prepetition issues. See 11 U.S.C. §§ 524, 727; Bankruptcy Rule 3002(a). Moreover, as noted below, the state Court of Appeals actually denied Mr. Anasti's request for damages. [See Exhibit B].

3. I am befuddled by Mr. Truslow's failure to inform this Court of the decision of the Court of Appeals denying his request he made during the appellate proceedings for sanctions and damages. I have enclosed a copy of the order of the Court of Appeals as Exhibit C to this letter. Mr. Truslow did not appeal the decision of the Court of Appeals to our Supreme Court, and the decision of the Court of Appeals is now the law of the case. *Barth v. Barth*, 360 SE2d 309 (1987): (...the disposition of a case in the Court of Appeals when certiorari is not applied for nor granted becomes the law of the case...) See also *Charleston Lumber Co., Inc. v. Miller Hous. Corp.*, 338 S.C. 171, 175, 525 S.E.2d 869, 871 (2000):

> *Charleston Lumber I* reversed the grant of summary judgment on fraud, specifically found employee time expended on the Charleston Lumber billing was compensable, and remanded for "development of the facts ... to determine the extent of actual damages." *Charleston Lumber I* at 481, 318 S.E.2d at 437. This ruling was adverse to Charleston Lumber. Accordingly, it was incumbent upon Charleston Lumber to seek rehearing and/or petition this Court for a writ of certiorari or be bound by *Charleston Lumber I* as the law of the case. *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche,* 327 S.C. 238, 489 S.E.2d 470 (1997) (unappealed ruling is law of the case); *Buckner v. Preferred Mut. Ins. Co.*, 255 S.C. 159, 161, 177 S.E.2d 544, 544 (1970) (an unchallenged ruling, "right or wrong, is the law of this case and requires affirmance.").

4. Ms. Lee appealed the orders of the bankruptcy orders lifting the automatic stay [that allowed the state court appeals to go forward in the first instance] to the Fourth Circuit Court of Appeals. Those appeals remain pending. Depending on the outcome of that appeal, the state appellate court judgment may, indeed, be *void ab initio*.

5. As the state Court of Appeals has denied Mr. Truslow's motion for damages, as noted on exhibit A, and he did not appeal the denial of the motion to the Supreme Court, principles of issue preclusion [collateral estoppel, judgment estoppel, res judicata, etc.] prevent re-litigating the issues. See *In re Crews*, 389 S.C. 322, 340, 698 S.E.2d 785, 794 (2010) (equating issue preclusion and collateral estoppel). "Collateral estoppel prevents a party from re-litigating an issue in a subsequent suit which was actually and necessarily litigated and determined in a prior action." *Aaron v. Mahl*, 381 S.C. 585, 592, 674 S.E.2d 482, 486 (2009). Thus, Mr. Anasti is estopped in both state and federal court from re-litigating these matters.

In sum, Ms. Lee's bankruptcy stay has been in effect since the filing of her bankruptcy petition, and it has remained in effect as to all matters other than the one matter that the bankruptcy court allowed to proceed, i.e., the determination by the state appellate courts of ownership of the Two Notch property. The bankruptcy court did not authorize any further proceedings in state court, and not such proceedings are allowed under the terms of the bankruptcy code. In addition, our Court of Appeals denied Mr. Anasti's request for damages during the appellate proceedings that were actually allowed by the bankruptcy court to be finalized. I respectfully request this Court deny Mr. Truslow's request for a pretrial conference as Ms. Lee is operating under a confirmed chapter 13 bankruptcy case. Mr. Anasti did not file a proof of claim in the bankruptcy court, and all claims he had and may have had, have been waived and ended as a matter of law by the bankruptcy court's confirmation of Ms. Lee's Chapter 13 plan of reorganization. Moreover, the bankruptcy court did not authorize any proceedings to continue in circuit court, and the state appellate court proceedings have concluded.

Mr. Truslow is now attempting to re-litigate matters in state court that have already been determined adversely to him in the state Court of Appeals and by confirmation of Ms. Lee's Chapter 13 bankruptcy plan or reorganization. His attempts to do so are in direct violation of the confirmation orders of the bankruptcy court, the provisions of Ms. Lee's confirmed Chapter 13 plan, and the bankruptcy code. His failure to appeal the order of the Court of Appeals denying his motion for damages to the SC Supreme Court is the law of the case in state court. In addition, matters of issue preclusion prevent the re-assertion of claims that have been previously determined adversely to his client in state or federal court. Therefore, Ms. Lee respectfully requests this Court deny any request of Mr. Anasti for any further proceedings in the circuit court, including but not limited to a pre-trial conference. My concern is that Mr. Truslow's request, in and of itself, is a violation of the bankruptcy code, and harassment of both Ms. Lee and myself. Based simply on the documents have attached to this letter, and to which Mr. Truslow has received on numerous occasions, I am at a complete loss to understand how Mr. Truslow could make such requests to your office as the requests, in any of themselves, are unlawful.

I remain available to discuss this with you at your convenience if you so desire. However, I would agree to an order that simply notes the state court appellate proceedings that the confirmed Chapter 13 plan of reorganization have been completed, and that the circuit court has no further involvement in the matters. For the Court's convenience, I have attached a proposed order to this effect. Thank you in advance for your consideration in this matter, and

please contact me at your convenience if I may be of further assistance.

Sincerely yours,

Tony R. Megna

Cc: D. Truslow

EX. A

EXHIBIT A TO SC LBR 3015

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE: Gina Anasti Lee Debtor.[1]	CASE NO: 09-02854 FIFTH AMENDED CHAPTER: 13 **NOTICE, SIXTH AMENDED CHAPTER 13 PLAN, MOTIONS TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASE MONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE**

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The debtor has filed a chapter 13 bankruptcy case and listed you as a creditor or interested party. The debtor has filed the following chapter 13 plan and motions which may affect your rights. **Failure to object may constitute an implied acceptance of and consent to the relief requested in this document.**

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Court's form plan (See exhibits to SC LBR 3015-1 and 3015-2, "SC LBR" refers to the SC Local Bankruptcy Rules, available at www.scb.uscourts.gov) are highlighted by italics. Deletions are noted as "Not Applicable" or by striking through the deleted provisions. If changes are substantial or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith.

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-five (25) days from the date this document is filed. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE. The debtor requests that confirmation of this plan alter the rights of the following creditor:

A. Nonpossessory, Nonpurchase Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
-NONE-						

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:[2]

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Total of all other liens	Exemption claimed	Estimated judicial lien	Judicial lien Not avoided (see IV(B)(4) below)	Judicial lien avoided (see IV(E) below)
-NONE-						

[2] For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-1.

[1] When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

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C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtor's interest in property	Holder and amount of superior liens	Estimate of creditor's claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
-NONE-					

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
-NONE-				

III. THE FIFTH AMENDED CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the "trustee"): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of $178.00 per month for a period of 60 months; unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan. *Debtor asserts an interest in real property located at 2325 Two Notch Road, Columbia, SC. That real property is the subject of legal actions in both state and federal court. By order entered December 21, 2009, the Court granted limited relief from the automatic stay to allow the state court to finalize its consideration of state court appellate proceeding that were pending at the time of the filing of the Debtor's bankruptcy case. The opposing party in state court, who claims ownership of the Two Notch property, has waived claims for monetary damages. The orders of the Bankruptcy Court in regard to the property, including this Court's dismissal without prejudice of the adversary action regarding the estate's interest in the property, are on appeal to the United States District Court. In the event that the Debtor is determined to be the owner of the Two Notch property, the automatic stay shall apply, and the property shall be property of the estate, and upon further determination by the Court, Debtor proposes the property be sold under the direction of the Court with all proceeds of the sale to be turned over to the Trustee for appropriate distribution to all creditors who have filed timely proofs of claim with the Court after the Court determines the amount, if any, for attorney's fees and costs that are due to counsel for the Debtor.*

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due+, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

IV. PLAN DISTRIBUTIONS TO CREDITORS. To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim. The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

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A. Attorney for the debtor:

1. The debtor and the debtor's attorney have agreed to an attorney's fee in the amount of $ 3,000.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of 0.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse $500.00 to the attorney from the initial disbursement.[3] Thereafter, the balance of the attorney's compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorney's fees in advance of payments to creditors.2. If, as an alternative to the above treatment, the debtor's attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received $0 and for plan confirmation purposes only, the fees and expenses of counsel are estimated at $unkown or less.

---

[3]The chapter 13 trustee shall not disburse more than the unpaid balance of the fee to be paid under the plan pursuant to (a), the balance of the fee previously applied for and authorized pursuant to (b), or the unpaid balance to be paid together with any supplemental fee then applied for and authorized under the terms of Operating Order 07-12, as applicable.

B. Secured Creditor Claim: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtor's pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. §362(c)(3) or (c)(4).) Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default:
The debtor is current on obligations to -NONE- and will continue regular payments directly to that creditor. Description of collateral:

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to FIRST CITIZENS BANK at the rate of $54.00 or more per month, for (RESIDENCE, LOCATED AT RIMER POND RD., BLYTHEWOOD, SC), along with 0.0% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning on October 1, 2009, the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

4. Secured portion of claims altered by valuation and lien avoidance: NONE
The trustee shall pay -NONE- the sum of $(payment amount) or more per month, along with (percentage)% interest until the secured claim of $(amount of secured claim) established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

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5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien): NONE

The trustee shall pay -NONE- the sum of $(payment amount) or more per month, along with (percentage)% interest until the secured claim is paid in full.

6. Surrender of property: NONE

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: -NONE-. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt: NONE

The trustee shall pay the sum of $ 0.00 or more per month until the net balance of creditor's secured claim plus 0 % interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages.

The trustee shall pay the pre-petition domestic support obligation arrearage to -NONE-, at the rate of $(amount) or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. §101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable nonbankruptcy law may collect those post-petition obligations from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for pre-petition child support or alimony must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a pro rata basis.
INTERNAL REVENUE SERVICE - $4,176.74

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of $(payment amount) or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims pro rata by the trustee to the extent that funds are available after payment of all other allowed claims. The Debtor does not propose to pay 100% of general unsecured claims.

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V. **PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION:** Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor.

Date: **March 24, 2010**

BY: **/s/ Benjamin R. Matthews**
Benjamin R. Matthews
3400 West Avenue
Columbia, SC 29203
803-799-1700
District Court I.D. **3332**
Attorney for the Debtor

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EX. B

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
James Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court Defendant.	CIVIL ACTION NO: 2007-CP-40-0576 **ORDER**

This matter comes before the Court on the request of the attorney for Mr. Anasti for a status conference. Ms. Lee is in Chapter 13 bankruptcy and operating under a Chapter 13 plan of reorganization confirmed by the United States Bankruptcy Court for the District of South Carolina on by order dated March 24, 2010. That order states, in part:

> By order entered December 21, 2009[1], the Court granted ***limited relief from the automatic stay to allow the state court to finalize its consideration of state court appellate proceeding*** that were pending at the time of the filing of the Debtor's bankruptcy case.

By its' plain terms, Ms. Lee's confirmed Chapter 13 plan of reorganization allows only the state appellate proceedings to be finalized in the state judicial system. It doe does not allow this Court to take further action on any matter relating to the dispute between the parties. In addition, the Court of Appeals issued filed its' order dated May 20, 2011 denying Mr. Anasti's request for sanctions and damages. Mr. Anasti did not appeal the decision of the Court of Appeals to our Supreme Court, and the decision of the Court of Appeals is now the law of the case. *Barth v. Barth*, 360 SE2d 309 (1987): (...the disposition of a case in the Court of Appeals when certiorari is not applied for nor granted becomes the law of the case...).

[1] The parties agree that the state court appellate appeal has been finalized.

It is therefore ordered that the request of Mr. Anasti for a pretrial conference is denied and the case is closed.

_____
Alison Renee Lee, Administrative Judge

_____, 2011.

Truslow & Truslow
Attorneys At Law

Telephone: 803-256-6276 Fax: 803-256-7659

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douglastruslow@truslowlaw.com

Neal D. Truslow
nealtruslow@truslowlaw.com

Physical Address:
914 Richland Street, Suite B-102
Columbia, SC 29201

Mailing Address:
P.O. Box 1465
Columbia, SC 29202

November 7, 2011

RE: Jim Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court
Docket number: 2007-CP-40-0576

The Honorable Alison Renee Lee
Chief Administrative Judge of Common Pleas
Fifth Judicial Circuit
P. O. Box 192
Columbia, SC 29202-0192

Dear Judge Lee:

In response to Mr. Megna's letter, we are seeking a damages hearing as it relates to Mr. Earle's clients and a sanctions hearing against Mr. Megna (not his client).

Rather than attempt to argue the merits here or present you with other, more important Orders[1] of the Court, I respectively ask for a status conference before you sign any Order or do anything else.

Sincerely,

Douglas N. Truslow
DNT/adh

cc: James Anasti
Tony Megna, Esquire
Benjamin Matthews, Esquire

[1] You could, if needed, refer to the Court's Orders dated April 3, 2008 and April 1, 2009 for the tip of the iceberg as to why sanctions are being sought.

Truslow & Truslow
Attorneys At Law

Telephone: 803-256-6276 Fax: 803-256-7659

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Physical Address:
914 Richland Street, Suite B-102
Columbia, SC 29201

Mailing Address:
P.O. Box 1465
Columbia, SC 29202

January 9, 2012

Re: **James Anasti v. Gina L. Anasti Lee, Lance Wilson, Willis Goodwin, Richland County Clerk of Court**
Civil Action Number: 2007-CP-40-0576

The Honorable James R. Barber III
Chief Administrative Judge for Common Pleas
P.O. Box 2766
Columbia, SC 29202-2766

Dear Judge Barber:

I am writing to request a status conference relative to the above case.

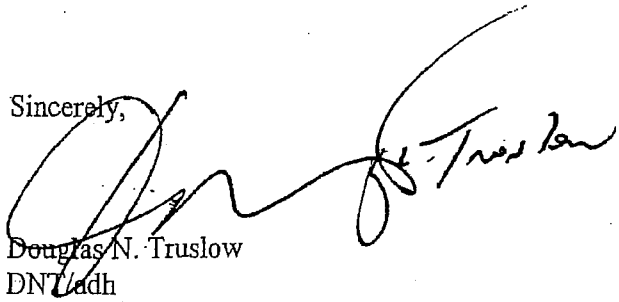
By way of essential history, Plaintiff was granted Summary Judgment with a damages hearing and Rule 11 sanctions hearing to be heard at a subsequent date. Defendant Lee appealed and lost. She then filed a Petition for Writ of Certiorari and lost. In the interim Defendant Lee had filed for bankruptcy.

When I asked for a status conference (after the Supreme Court denied the Petition for Writ of Certiorari), Lee represented that she had pending an appeal in the Fourth Circuit and that "Depending on the outcome of that appeal, the State Appellate Court Judgment may, indeed, be void *ab initio*".

Lee once again has lost and my client is entitled to both a damages hearing against Defendants Wilson and Goodwin and a resolution of the other pending motions.

I would appreciate it if you could set up a status conference. Under the circumstances and, especially given prior rulings of the Court, I believe that it would be best to have the status conference on the record.

Sincerely,



Douglas N. Truslow
DNT/adh

cc: James Anasti
Tony Megna, Esquire
Benjamin Matthews, Esquire
Thomas Earle, Esquire

EXHIBIT 11

Affidavits

- 4 affidavits of Plaintiff James Anasti
- Plaintiff's attorney, Douglas N. Truslow
- 2 Affidavits of Desa Ballard
- Affidavit of William Dallis
- Affidavit of Defendant Gina Lee
- Affidavit of David Byrd
- Affidavit of Thomas Earl
- Affidavit of Thomas Mann

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF DAVID BYRD**

PERSONALLY APPEARED BEFORE ME, **David Byrd,** who being duly sworn, deposes and says (in his words):

I was ready and willing to offer a minimum of $325,000 and up to $350,000 to buy the property at 2325 Two Notch Road from Jim Anasti in 2007 and 2008. However, given the continuous claims asserted by Mr. Megna (that Gina Lee owned the property), I could not get clear title while litigation and the appeals were ongoing. Then, later in 2008, the real estate market crashed and investments on Two Notch Road came to a standstill. With no resolution in sight, I withdrew my offer to purchase. Please note, I owned property in the area and was very familiar with it. My plan was to "flip" the property if I could acquire it. I have moved on and have no further interest in the property.

DAVID BYRD

SWORN TO AND SUBSCRIBED BEFORE ME

this 23 day of Dec, 2013

Notary Public for South Carolina

My Commission Expires 05/23/23

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF THOMAS G. EARLE**

PERSONALLY APPEARED BEFORE ME, **Thomas G. Earle,** who on information and belief after being duly sworn, deposes and says (in his words):

I was the attorney representing Mr. Goodwin and Mr. Wilson in their case against Ms. Lee, *to wit*: 2004-5333 the "companion case".

In essence, Ms. Lee represented that she owned the Two Notch Road property by way of deed of distribution from herself as personal representative of her father's estate to herself as devisee under her father's will and based on that representation of ownership she entered into purchase agreement with Mr. Goodwin and Mr. Wilson and she "sold" the property to Mr. Goodwin. Mr. Goodwin and Mr. Wilson simultaneously with the Lee-Goodwin closing entered into a separate sales contract. All of this occurred on January 6, 2000.

My clients subsequently learned that Ms. Lee never had legal title to the property and that the real estate closing attorney's title abstractor had erred in certifying title. When the problem could not be resolved, Mr. Goodwin and Mr. Wilson stopped paying mortgage payments to Ms. Lee in 2002 (she had "owner financed" and had also received a $50,000 down payment).

On behalf of Mr. Goodwin and Mr. Wilson, I initiated the "companion case" lawsuit in 2004. Mr. Megna was representing Ms. Lee. Mr. Dowling represented the real

estate attorney. On Ms. Lee's behalf, Mr. Megna alleged a counterclaim for foreclosure. He also sued the real estate lawyer for malpractice. The real estate lawyer set up defenses of statute of limitations and that Ms. Lee suffered no damages. The case languished and was subjected to Rule 40(J). It was later reinstated.

In late 2006, I was contacted by Mr. Truslow on Mr. Anasti's behalf. Mr. Anasti had a proposal to settle (the same as outlined, *infra.*). My clients were agreeable, but it required the concurrence of Ms. Lee. I understood Ms. Lee was not agreeable. The result was that this suit was pursued.

My clients, who occupied the property to the exclusion of Ms. Lee, were in a bind because they could not obtain loans, make improvements or be certain about who was due what amounts without resolution. That said, it appeared clear that Mr. Anasti's claim of ownership was the proper answer.

Discovery was a problem and the case seemed extraordinarily contentious on the part of Mr. Megna. It was apparent early on that Mr. Megna and Mr. Truslow did not like each other. Quite frankly, I have never before witnessed such discord. The claims by Ms. Lee of ownership appeared meritless, particularly adverse possession and ouster.

Summary Judgment was granted to Plaintiff Anasti with damages and sanctions hearings against Mr. Megna and Ms. Lee to follow. Thereafter appeals, a bankruptcy action and even bankruptcy appeals delayed resolution.

Upon the appeals being resolved, the case was remitted for a damages hearing (against Mr. Goodwin and Mr. Wilson) and a sanctions hearing against Mr. Megna. Ms. Lee was no longer involved, given her bankruptcy, coupled with the loss of all appeals.

At that point, January/February 2012, I had become very ill and had to withdraw. Mr. Goodwin and Mr. Wilson were to be given time to obtain substitute counsel.

I do recall Mr. Truslow making a written offer to settle to Mr. Megna during a break in Ms. Lee's deposition which was taken in Mr. Truslow's office. Mr. Megna appeared angry and said he would not agree -- Ms. Lee was entitled to everything. Mr. Truslow asked him if he was going to relay the offer to Ms. Lee. Mr. Megna said he did not have to – that the decision was his and his alone and tossed the paper back across the table to Mr. Truslow.

After the deposition I stopped by Mr. Truslow's office on the way out of his offices; he retrieved the paper with the settlement offer he as James Anasti's lawyer had made to Mr. Megna as Mrs. Lee's lawyer; and read the settlement proposal to me the gist of which to the best of my recollection follows: in exchange for Ms. Lee 1) releasing all claims to the property, 2) providing Mr. Anasti with a quit claim deed and 3) transferring the existing note and mortgage to Mr. Anasti, Mr. Anasti would release all claims against Ms. Lee and Mr. Wilson and Mr. Goodwin (except for whatever payments remained due on the Lee-Goodwin-Wilson transactions and those payments were to be made to James Anasti and not to Mrs. Lee).

THOMAS G. EARLE

SWORN TO AND SUBSCRIBED BEFORE ME

this 23rd day of December, 2013

Notary Public for South Carolina

My Commission Expires Nov 4, 2022

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
)
JAMES A. ANASTI,) Docket Number: 2007-CP-40-0576
)
Plaintiff,)
)
vs.) AFFIDAVIT OF
) THOMAS MANN
LANCE WILSON,)
WILLIS GOODWIN,)
GINA L. ANASTI LEE,)
And RICHLAND COUNTY)
CLERK OF COURT,)
)
Defendants.)

COPY

2007 DEC 27 AM 11:33
RICHLAND COUNTY S.C.
C.C.P. G.S.

PERSONALLY APPEARED BEFORE ME, THOMAS MANN, who being duly sworn, deposes and says (his words):

In 2003 our law firm Mann and Mann was contacted by James Anasti relative to an issue that involved ownership to real property located at 2325 Two Notch Road in Columbia.

Initially, the matter was somewhat confusing in that Mr. Anasti was under the impression that his sister Gina Anasti Lee, with whom he thought he enjoyed a good relationship, was assisting with matters relating to the Probate of their father Albert Anasti's estate, sale of some assets and the property at issue. At that point Ms. Lee had an attorney (Mr. Megna). There was some confusion relative to the history of Mr. Anasti's and Ms. Lee's father's estate (not entirely clear to me or Mr. Anasti at the inception - something about each of them getting one half of their father's real estate), but I was under the preliminary impression that Ms. Lee got one half of Mr. Albert Anasti's residence on Pinestraw Rd. and that James Anasti received one half of the Pinestraw Rd. residence... I did not have a copy of the will, the associated Probate file or other documentation at the beginning and neither did James Anasti.

1

During this approximate time period, I had become aware that SCDOT had initiated a condemnation action relative to the Two Notch property and that there might be a dispute as to who actually owned the property. James Anasti's position was clear that, to the extent that he had say so, he was willing to accept what SCDOT was offering without any litigation. Because there was apparently no consensus, affairs remained unsettled. I would note that at that point, Mr. Earle (the attorney representing Mr. Goodwin and Mr. Wilson – the gentlemen who had ostensibly purchased the Two Notch property from Ms. Lee in 2000) was taking the position on his clients' behalf that the deed from Ms. Lee was defective/no good (and I concurred with, and still concur with, that opinion). And, I was aware that as the situation escalated, Mr. Earle's clients sued for damages the attorney who had certified title and "closed" on the transaction from Ms. Lee to Mr. Goodwin/Wilson, and that attorney (Dallis) in turn sued and obtained a judgment against the title abstractor who had inaccurately certified title to his firm.

Mr. Earle made clear that his clients' claim for money damages relative to the Two Notch property was based on the defective/no good title, and that his clients were not asserting any claim such as "ouster" or "adverse possession", as to do so would, under these circumstances, have been frivolous in my opinion. I understood Mr. Earle to NOT assert any legal or equitable claim to title to the Two Notch real property, and knowing his excellent reputation for professional integrity, I would not have expected him to make any such a claim... his clients were simply in a difficult situation, having paid Ms. Lee a lot of money for property (where they continued to operate a business), without actually owning it. Meanwhile, as that case(s) progressed, it was my understanding that Mr. Earle's clients' plan was to pay the property taxes on the Two Notch property, keep it insured, maintain it and to pay or be obligated for a sum of money that would equal the fair market value of the rent (but I don't recall seeing any documentation on that issue), and if they were successful in their lawsuit against the attorney (Dallis who had inaccurately certified title for them and/or Ms. Lee), as they justifiably thought they would be, we could perhaps discuss our respective clients getting together to discuss a possible sale of the Two Notch property – Mr. Anasti clearly did not want to harm Mr. Goodwin or Mr. Wilson and was agreeable to "working with them". As Mr. Earle's clients stopped paying mortgage payments to Ms. Lee, she (through Mr.

Megna) then sued Mr. Earle's clients to foreclose on the Two Notch property. Also, Mr. Megna indicated that he was going to make our firm's client James Anasti a party to Ms. Lee's lawsuit(s), so we just waited to see what would evolve, which I believed to be reasonable under the circumstances (for Mr. Anasti to do).

As time went by and James Anasti was not added to the litigation between Mr. Earle's and Mr. Megna's clients he had an option to bring suit to clear title and to seek damages, however at that point my brother James Mann, who would have handled the litigation aspects of the case (I handle transactional/ real estate matters), was preparing to retire so the matter was turned over to Mr. Truslow to deal with the matter since his practice encompasses litigated real estate matters.

Finally, I would like to express that it has become abundantly clear since the time we turned Mr. Anasti's case over to Mr. Truslow that, at most, Ms. Lee had acquired Mr. Anasti's Two Notch road property by a "deed of distribution" in 1996 (which in reality is not truly a "deed" as that term is usually understood). Moreover, any claim that the Probate Court (actually three separate ones – in Richland, Berkeley and Fairfield) prepared Ms. Lee's deeds of distribution would be, simply put, inaccurate... it is commonly known that Courts DO NOT prepare such documents, and whether the "deed of distribution" in this case was prepared by Mr. Megna or someone else is beyond my knowledge. I would like to stress that at this point it is clear that Mr. James Anasti and his father Albert Anasti had acquired the Two Notch property as joint tenants WITH A RIGHT OF SURVIORSHIP (emphasis added) in November 1978 from Laura Corvi; that Mr. Albert Anasti died in October 24, 1995 and that James Anasti had not deeded out the property to anyone; that Ms. Lee's first claim of any ownership began sometime after October, 1995; that she obtained a "deed of distribution" in 1996 and she purported to sell the Two Notch property BY WAY OF A WARRANTY DEED on January 6, 2000. Thus in my opinion, from a real estate perspective, Ms. Lee's defenses in this case – especially claims of adverse possession, ouster, grant, laches, etc. are obviously without merit. I would like to also stress that I have read portions of Ms. Lee's deposition where she testified that her claim to the Two Notch property was based on the 1996 deed of distribution and will of her father and that, after she "sold" the Two Notch property in 2000, she had no further interest in it. I have compared that testimony to her affidavit(s)

in opposition to Mr. Anasti's Motion for Summary Judgment (admittedly prepared by Mr. Megna) whereby she claims to have held the Two Notch property for over 11 years such as to constitute "adverse possession". As well, I have reviewed the statements made by Mr. Megna to the Court at the Summary Judgment hearing. As confirmed by the Court in granting Summary Judgment to James Anasti, the claims, defenses and Affidavits of Ms. Lee relative to adverse possession, ouster, etc. had no merit and Mr. Anasti's title to the Two Notch property is now cleared.

THOMAS MANN

SWORN TO AND SUBSCRIBED BEFORE ME
this 19 day of December 2007

Notary Public for South Carolina
My Commission Expires: 10/22/2009

COPY

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, AND GINA L. ANASTI LEE, Defendants.	IN THE COURT OF COMMON PLEAS IN THE FIFTH JUDICIAL CIRCUIT C.A. Number: 07-CP-40-0576 **AFFIDAVIT OF JAMES ANASTI**

2007 JUL 30 PM 2:42

PERSONALLY APPEARED BEFORE ME, **JAMES ANASTI**, who being duly sworn, deposes and says (in his words):

I am the true owner of the property located at 2325 Two Notch Rd. that is the subject of the initial lawsuit; "the property". On November 17, 1978, Laura Corvi was the lawful owner of the property and she deeded over the property to my father Albert Anasti and me as joint tenants with a right of survivorship (see Deed attached hereto as Exhibit A filed November 17, 1978 at D 782 page 756 in the Richland County Clerk of Court's Office).

On October 24, 1995, my father died and his estate was then probated by my sister Gina Anasti Lee. As my sister, Gina Anasti Lee was certainly aware of my existence, my rights to the property and how to get in touch with me.

Since the time of my father's death, I learned that Gina Lee had prepared a "Deed of Distribution" deeding the Two Notch property over to her exclusively (see Exhibit B) and that she had then purported to deed the same property over to Plaintiff Willis Goodwin on January 6, 2000 and filed January 7, 2000 (see Exhibit C). I want to make clear that I have never sanctioned, approved, or coalesced to the "deed" to Gina Anasti Lee or her "deed" to Willis Goodwin, I maintain that I am the true lawful owner of the property and that Gina Lee's "deeds" were never and are not now a proper. In effect, they are invalid, a nullity and void. In addition, in looking at the "Deed of Distribution",

it appears to have been "witnessed" only by Robert _____?? on October 18, 1996. Furthermore, the probate is notarized by James _____? on October 25, 1996, and he purports to be the witness while the witness signature is signed by Robert?? In effect, the witness notarized his own signature! Also, the "Deed" to Willis Goodwin reflects that the Deed of Distribution was October 24, 1995, which clearly is not possible.

I would like the Court to declare that I am the true and lawful owner to the property that is the subject of this lawsuit, and that I be awarded such sums that are being held by the Clerk of Court and that I be awarded all sums paid to Gina Anasti Lee relative to her "sale" of the property and that I be awarded reasonable sums for the use of my property.

JAMES ANASTI

SWORN TO AND SUBSCRIBED BEFORE ME

this 26th day of June, 2007

Notary Public for South Carolina

My Commission Expires: 6-4-2012

South Carolina Form (Revised) D 482 PAGE 130

FILED

Warranty Deed

Nov 17 4 10 PM '78

REGISTER OF MESNE CONVEYANCE
CLARA L. BARTLETT

The State of South Carolina, KNOW ALL MEN BY THESE PRESENTS, THAT

COUNTY OF RICHLAND,

Laura Convi, a woman,

in the State aforesaid, for and in consideration of the sum of Five Dollers and Love and affection Dollars,

to me in hand paid, at and before the sealing of these presents by

Albert A. Anasti and James A. Anasti, both unmarried men

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land with the improvements thereon situate, lying and being on the western side of Two Notch Road (U. S. #1) in the City of Columbia, County of Richland, State of South Carolina and being more fully shown on a plat prepared for Ferris Hunter by William Wingfield, Registered Surveyor, dated February 18, 1958, and measuring and bounding as follows: Beginning at an iron pin on the western side of Two Notch Road (U. S. Highway No. 1), and thence running north sixty seven degrees nine minutes west a distance of 127.6 feet to an iron pin; thence turning and running north twenty-seven degrees fifty-four minutes east for a distance of 25.4 feet to an iron pin; thence turning and running north sixty-seven degrees seventeen minutes west a distance of 81.9 feet to an iron pin, thence turning north twenty-six degrees forty minutes a distance of 92.7 feet to an iron pin, thence turning and running south sixty-seven degrees 00 minutes east for a distance of 222.9 feet to an iron pin, thence turning and running along Two Notch Road south thirty degrees one minute west for a distance of 18.5 feet to the point of beginning.

This being the identical property conveyed by Anne M. Hunter to Albert A. Anasti and Lillian L. Anasti as recorded in the RMC Office for Richlan County in Deed Book D198 at page 411.

GRANTEE'S MAILING ADDRESS: 5446 Pinestraw Road, Columbia, South Carolina 29206

D 482 PAGE 756

EXHIBIT A

D 482 PAGE 757

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said Albert A. Angati and James A. Angati, BOTH unmarried man

for and during their joint lives and upon the death of either of them then to the survivor of them, his or her heirs and assigns forever in fee simple, together with every contingent remainder and right of reversion, and we do hereby bind our Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said Albert A. Angati and James A. Angati as hereinabove provided against us and our Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand and seal this 1st day of November in the year of our Lord one thousand nine hundred and seventy-eight.

Signed, Sealed and Delivered in the Presence of:

Laura Corvi (SEAL)

Debra Watts (SEAL)

(SEAL)

THE STATE OF SOUTH CAROLINA

County of RICHLAND

PERSONALLY appeared before me Debra Watts and made oath that she saw the within named Laura Corvi sign, seal and as her act and deed deliver the within written Deed and that she with Gary Watts witnessed the execution thereof.

SWORN to before me this 1st day of November A.D. 1978

Debra Watts

(SEAL)

D 482 PAGE 757

D1347 P0991

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF ALBERT A ANASTI

CASE NUMBER 95 ES 4081176

FILED
95 NOV -7 PM 12:36
REGISTER OF MESNE CONVEYANCE
RICHLAND CNTY, S.C.

RECEIPT PAID

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 24 day of OCTOBER 19 95; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for RICHLAND County, South Carolina in File # 95ES 4081176; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: GINA L ANASTI LEE AND HER HEIRS
Address: P.O. BOX 655
BLYTHEWOOD SOUTH CAROLINA 29016

the following described property: TWO NOTCH ROAD, COMMERCIAL BUILDING

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING ON THE WESTERN SIDE OF TWO NOTCH ROAD (U.S.#1) IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND BEING MORE FULLY SHOWN ON A PLAT PREPARED FOR FERRIS HUNTER BY WILLIAM WINGFIELD, REGISTERED SURVEYOR, DATED FEBRUARY 18, 1958, AND MEASURING AND BOUNDING AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE WESTERN SIDE OF TWO NOTCH ROAD (U.S. HIGHWAY NO. 1), AND THENCE RUNNING NORTH SIXTY-SEVEN DEGREES NINE MINUTES WEST A DISTANCE OF 127.6 FEET TO AN IRON PIN: THENCE TURNING AND RUNNING NORTH TWENTY-SEVEN DEGREES FIFTY-FOUR MINUTES EAST FOR A DISTANCE OF 25.4 FEET TO AN IRON PIN: THENCE TURNING AND RUNNING NORTH SIXTY-SEVEN DEGREES SEVENTEEN MINUTES WEST A DISTANCE OF 81.9 FEET TO AN IRON PIN, THENCE TURNING NORTH TWENTY-SIX DEGREES FORTY MINUTES A DISTANCE OF 92.7 FEET TO AN IRON PIN, THENCE TURNING AND RUNNING SOUTH SIXTY-SEVEN DEGREES 00 MINUTES EAST FOR A DISTANCE OF 222.9 FEET TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG TWO NOTCH ROAD SOUTH THIRTY DEGREES ONE MINUTE WEST FOR A DISTANCE OF 118.5 FEET TO THE POINT OF BEGINNING.

THIS BEING THE IDENTICAL PROPERTY INHERITED BY ANNE M. HUNTER FROM FERRIS HUNTER AS RECORDED IN THE OCC FOR RICHLAND COUNTY IN DEED BOOK 300 AT PAGE 409.

FURTHER REFERENCE MAY BE HAD TO PLAT BOOK 11 PAGE 223.

TMS# 11510 0303

NOV-7 PM 12:36 95 55176

FORM 4400PC (1/99)
(27-3-907, 62-3-908

EXHIBIT B

Instrument: 2000002152 Book/Page: R375 : 223 DateTime: 1/7/2000 12:29:58 PM

Book 00375-0223 Deed
Fee: $10.00 County Tax: $194.70 State Tax: $460.20

2000002152 John G. Norris Richland County ROD

(SPACE FOR RECORDING)

STATE OF SOUTH CAROLINA)
) RC-00-004
COUNTY OF RICHLAND) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, Gina L. Anasti Lee in the State aforesaid for and in consideration of the sum of One Hundred Seventy Seven Thousand and No/100 ($177,000.00) Dollars, to me in hand paid at and before the sealing of these presents by Willis S. Goodwin in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Willis S. Goodwin, his heirs and assigns forever, the following described property, to wit:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the Western Side of Two Notch Road (US #1) in the City of Columbia, County of Richland, State of South Carolina, and being more fully shown on a plat prepared for Ferris Hunter by William Wingfield, Registered Surveyor, dated February 18, 1958, and measuring and bounding as follows: Beginning at an iron pin on the Western Side of Two Notch Road (US Highway No. 1), and thence running North Sixty-Seven degrees nine minutes West a distance of 127.6 feet to an iron pin, thence turning and running North twenty-seven degrees fifty-four minutes East for a distance of 25.4 feet to an iron pin; thence turning and running North Sixty-Seven degrees seventeen minutes West a distance of 81.9 feet to an iron pin, thence turning North twenty-six degrees forty minutes a distance of 92.7 feet to an iron pin, thence turning and running South Sixty-Seven Degrees 00 minutes East for a distance of 222.9 feet to an iron pin, thence turning and running along Two Notch Road South Thirty Degrees One Minute West for a distance of 118.5 feet to the point of beginning, and having such shapes, metes, bounds and distances as shown on said latter plat.

This being the same property conveyed to Gina L. Anasti Lee by deed of distribution of Albert A. Anasti dated October 24,

EXHIBIT C

Richland County ROD

John G. Norris

This document is not to scale

1995 and recorded November 7, 1996 in Deed Book D1347 at page 991 said ROD Office.

TMS NO. 11510-03-03
Property Address: 2325 Two Notch Road Columbia, SC 29223
Grantee Address: 1010 Windsor Shores Dr #16A Cola SC 29223

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Willis S. Goodwin, his heirs and assigns forever.

AND I do hereby bind myself and my heirs, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said Willis S. Goodwin, his heirs and assigns, against me and my heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 6th day of January, in the year of our Lord two thousand and in the two hundred and twenty-fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Gina L. Anasti Lee
Gina L. Anasti Lee

Richland County ROD
John G. Norris
This document is not to scale

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named Gina L. Anasti Lee sign, seal and as his act and deed, deliver the within written Deed, and that he/she with the other witness witnessed the execution thereof.

SWORN to before me, this
4 day of January, 2000.

(L.S.)
Notary Public for SOUTH CAROLINA
My Commission Expires: [illegible]

Richland County ROD

John G. Norris

This document is not to scale

STATE OF SOUTH CAROLINA	COURT OF COMMON PLEAS
COUNTY OF RICHLAND	FIFTH JUDICIAL CIRCUIT
JAMES A. ANASTI, Plaintiff,	Docket Number: 2007-CP-40-0576
vs.	**SUPPLEMENTAL AFFIDAVIT OF JAMES ANASTI**
LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	

PERSONALLY APPEARED BEFORE ME, JAMES ANASTI, who being duly sworn, deposes and says (his words):

1. In response to Defendant Lee's Motion to Reconsider dated November 20, 2007 (relative to granting Summary Judgment), I oppose it and would submit that I was notified on November 1, 2007 of the Court's Order and presumably Defendant Lee's attorney would have been notified at the same time. To my knowledge, Defendant Lee did not file for reconsideration within ten (10) days.
2. Given the case's status, I believe that the case should go forward first on Plaintiff's Motions to Compel discovery, then on Defendant's Motion(s) of September 4, 2007, then on the damages hearing and then on Plaintiff's Rule 11, Rule 30 and Rule 56(g) Motions and then on such other basis as the Court finds proper, to include sanctions relative to frivolous proceedings.
3. Regarding Defendant Lee's assertion that she participated in the DOT case, please take notice of the pleadings – 02-CP-40-6062 -- Defendant

Lee did not participate in the case. Also, I would show that Defendant Lee was listed in the pleadings as a mortgagee only, and she should not be allowed to deny that she "sold" the Two Notch Road property, especially given that she signed a deed (attached).

4. Before the DOT litigation, Defendant Lee had told me that she was "handling" the Two Notch property for me, but that there was simply no money to provide to me – that costs and upkeep exceeded rents. At no time did she tell me she had "sold" it, much less kept my money. In essence, I trusted my sister, in good faith, but subsequent events make it appear that she was cheating and defrauding me.

5. After I received notice of the DOT litigation, Defendant Lee continued to submit that there was no money, but that she was going to "foreclose" and get the Two Notch property back. Then she said it (the Two Notch Property) was half hers and half mine (confirmed in her deposition attached). I then realized that Defendant Lee – my own sister who I loved and trusted, was trying to cheat me. I believe this was some time in 2004 or 2005 when I knew what was really going on.

6. Defendant Lee's claim relative to Probate Court proceedings is without merit. In fact, her attorney told the Court that Defendant Lee was making no claim under the Probate Court (see transcript attached).

7. Mr. Megna and Defendant Lee were given many chances by the Court to be candid, truthful and to comply with Court Rules, but they have chosen not to, in bad faith, and Defendant Lee's Motion of November 20, 2007 compounds the seriousness of her bad faith and that of her attorney. Further, Defendant Lee wants to assert a claim of adverse possession, yet she objects to producing cancelled checks or other documents establishing whether she paid any sum relative to the Two Notch Property after "selling" it on January 6, 2000 including insurance payments, taxes, repairs, etc., and Defendant Lee's tax returns show fraud and bad faith. Finally, I believe Mr. Megna's claim to the Court that Defendant Lee still (in 2007) exclusively and continuously owns, occupies and notoriously

possesses my Two Notch Property is disingenuous, and he should be sanctioned for making claims any competent person would know to be untrue. I submit that he has suborned perjury and is a disgrace to the legal profession, as his actions bring it into disrepute.

8. In her November 20, 2007 Motion, Defendant Lee attempts to raise frivolous issues on behalf of Mr. Goodwin and Mr. Wilson that they have not raised, and since they do not allege those frivolous issues (such as adverse possession and equitable claims), Defendant Lee should not be able to dishonestly raise them.

9. I reiterate that I would like to have Plaintiff's Motions to Compel heard, and as well as Defendant Lee's Motions, and then have a damages hearing. Once that is done, a hearing pursuant to SCRCP 11, 30 and 56(g) needs to be addressed, along with such other matters as the Court finds proper.

James Anastl

SWORN TO AND SUBSCRIBED BEFORE ME

this 28 day of November, 2007

Notary Public for South Carolina

My Commission Expires: April 23, 2012

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF JAMES A. ANASTI**

PERSONALLY APPEARED BEFORE ME, **James A. Anasti,** who being duly sworn, deposes and says (in his words):

Since my recent return to South Carolina (I had previously lived in Mexico), I have resumed a cordial relationship with my sister Gina Lee. She initiated the contact. Gina recently told me (sometime in early February, 2012) that she felt very, very uncomfortable with how Mr. Megna had handled her case(s) – that she had simply followed his lead, done what he had told her to do and she was now adjudicated bankrupt as a result. She said she felt like Mr. Megna had misled her and had taken advantage of her and/or misused his status as an attorney under the circumstances. Gina said that she thought her involvement in this case was supposed to be over long ago – at the latest, by the time she was discharged in bankruptcy and without any doubt by the time Mr. Megna had lost the appeal in this case. I did not press the issue; I just listened.

Gina said that Mr. Megna was originally representing her "for free" in another case (the "companion case" that was tried by way of arbitration in 2007). She did not divulge why Mr. Megna was representing her for free. It seemed very strange, but I did not ask about their relationship, much less ask why he would have ever represented her for free; again, I just listened. That said, I am aware that Gina's husband has no relationship with Mr. Megna and, according to her "Pete doesn't know much about him". Gina said that her personal and professional relationship with Mr. Megna, as well as her involvement in the case(s) had ended as far as she was concerned. Gina said she wanted no further contact with Mr. Megna. She also

said that she does not think that she had a written contract with Mr. Megna for this case – that he had confided to her in early 2007 (when I initiated this lawsuit) that he would represent her on a "no fee" basis. Gina said she did not have to pay any fee for Mr. Megna's representation in this case, in the arbitration case or for any of the appeals. Gina said that Mr. Megna has pursued this case (and the appeals) "on his own" after summary judgment was rendered by the court in my favor and after Mr. Megna had lost the arbitration case as well. She said that he was adamant and insisted that the case needed to be continued. She said she was mostly in the dark as to what Mr. Megna was doing and why and that she could not figure out how what he was doing was beneficial for her or her relationship with me.

Gina indicated that she intended to get a second (legal) opinion from a lawyer so she could simply understand what her rights and responsibilities were. I was not involved in Gina's choice of an attorney. Gina said that she had not "fired" Mr. Megna -- that both their relationship and the case had ended as far as she knew and was concerned. Gina said that if Mr. Megna was still pursuing this case, she wanted to not be involved with it and had previously made her wishes known to him, but that Mr. Megna had a very strong, aggressive, domineering personality and seemed to have his mind made up as to what he was going to be doing. Gina said she had felt somewhat intimidated by Mr. Megna, but that she had made clear that she had no interest in pursuing any litigation involving me, that Mr. Megna had been well aware of that fact long ago and that if Mr. Megna was continuing with the case and/or trying to engage in discovery using her name at this point, it was without her approval and not in her best interests. Gina made clear that in seeking a "second opinion", she was not going to have the lawyer take over any case from Mr. Megna – she just needed someone objective to look over what had been done ostensibly on her behalf/using her name and so that neither she nor I would be prejudiced by his actions.

Recently, Gina indicated that she had in fact engaged an attorney to assist her in trying to find out what Mr. Megna had done and was purporting to do and why. She said the attorney had written a letter to Mr. Megna to simply request a copy of his file, but that after approximately a month had expired Mr. Megna still had not turned over a copy of his (her) file to the lawyer.

Finally, I am retired, living on social security and a very small county pension. Mr. Megna's actions have caused my attorney to have to spend an inordinate amount of time dealing with Mr. Megna's recent discovery-related conduct and I believe he is entitled to be paid. I have

gone over the details with my attorney and I agree with what he has asserted. I ask the Court to favorably consider the relief sought by my attorney in the March 9, 2012 motion and in his memoranda that will be or have been submitted to the Court.

JAMES A. ANASTI

SWORN TO AND SUBSCRIBED BEFORE ME

this 8th day of May, 2012

Notary Public for South Carolina

My Commission Expires

My Commission Expires
June 16, 2021

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)	
)	
JAMES A. ANASTI,)	Case No.: 2007-CP-40-0576
)	
Plaintiff,)	
)	**AFFIDAVIT OF JAMES A. ANASTI**
vs.)	
)	
LANCE WILSON,)	
WILLIS GOODWIN,)	
GINA L. ANASTI LEE,)	
And RICHLAND COUNTY)	
CLERK OF COURT,)	
)	
Defendants.)	
)	

PERSONALLY APPEARED BEFORE ME, **James A. Anasti,** who being duly sworn, deposes and says:

I am the Plaintiff. I am seeking sanctions from Mr. Megna. His misconduct associated with the defense of this case has hurt me. His misconduct also caused his client to file for bankruptcy. The history of events and effect of misconduct by Mr. Megna are set forth in my attorney's memorandum and affidavit as well as the court's file in this case. I incorporate the assertions set forth therein by reference. I ask that the court take judicial notice of the file.

We tried to work this case out from the inception, to no avail. Mr. Megna "Megna" was adamant that Gina owned the property. Suit had to be filed. Megna's defense was a sham. His client (Gina) initially said that she owned the property based on her deed of distribution. Megna admitted her deed of distribution was "no good" and told her so. He had proof that it was no good. Gina confirmed it in her deposition. Megna then said she owned the property by way of adverse possession from (1996 to 2000). I did not know the laws of adverse possession, but I learned three years was not enough time for it to be asserted.

At the summary judgment hearing, Mr. Megna said that Gina had not sold the property. When the Court further inquired, Megna then said Gina had owned the property exclusively and hostile to all others from 1996 until 2007. That was, of course a gross and knowing falsehood by Megna because Gina admittedly first got the property in 1996 by way of deed of distribution

and sold it in 2000. I was granted summary judgment and Megna's assertions were proven to be totally without merit. He has engaged in other misconduct as well. The defense and actions by Megna have caused me the following damages:

I. Property value as of January 2007: $325,000.00

Note: Gina previously testified in 2007 it was worth $250,000 and she sold it January 6, 2000 for $177,000. I had an offer to sell it for at least $325,000 that extended into 2008. When Megna appealed, the deal fell through... I could not deliver clear title because of Mr. Megna's misconduct that caused a cloud on the title. Then 1) the economy crashed, 2) development on Two Notch Road ceased, and 3) there have been little or no repairs or upkeep to the building while Megna made his claims until 2012. The building has now fallen into a state of disrepair.

II. Current property value due to Megna's misconduct is now no more than $110,000.

Note: I agreed to sell for $110,000 this year, but the deal fell through in large part because of questions regarding title caused once again by Megna's repeated misconduct and the former business having closed. It is currently listed for $135,000 and I have no offers. I would sell the property for $110,000 if I had a potential buyer.

III. Legal Fees

Legal fees and costs were unnecessarily caused my Mr. Megna. I believe my legal fees exceed $108,000 for this case, plus $177,000 for the appeal. Mr. Truslow was handling the case based on a written contingency contract of employment. From the work performed, I can readily see that if he had handled the case on an hourly basis, his fees would have been more than $108,000.

IV. I am due a minimum of $215,000. If fees are added, that is an additional $108,000 at a minimum. If the appeal (dismissed for no jurisdiction) fees are added, that is an additional $177,000.00.

JAMES A. ANASTI

SWORN TO AND SUBSCRIBED BEFORE ME

this 10th day of December, 2013

Notary Public for South Carolina

My Commission Expires March 19, 2022

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	
JAMES A. ANASTI,	)	Case No.: 2007-CP-40-0576
Plaintiff,	)	**AFFIDAVIT OF DOUGLAS TRUSLOW**
vs.	)	
LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT,	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, **Douglas Truslow,** who being duly sworn, deposes and says (in his words):

I am Plaintiff's attorney. I am submitting this affidavit relative to sanctions against Tony Megna "Megna". He is the former attorney for Defendant Gina Lee. Her involvement in the case has ended. The only matter before the Court now relates to sanctions against Megna.[1] The motion(s) has been pending since November 7, 2007. Megna's sanctionable misconduct addressed herein relates to the period of 2007 (date of filing) until the appeal was dismissed and the case remitted for resolution of this sanctions motion(s), ie. before February 1, 2012.

I have practiced law continuously since 1975 and I enjoy a Martindale-Hubbell rating of "AV". Given that I have been practicing law for approximately 38 years, as well as in consideration of my professional standing and experience, my customary fee of $325.00 per hour on matters of this nature is reasonable (although I handled this case for my client on a 33 1/3% contingency basis). My hourly rate at the time would have been approximately $295 per hour. I am competent to render the opinions set forth herein.

[1] There remain two criminal sanctions hearing against Megna, but they are separate and distinct. They are not before this Court. Also, Megna has appealed two Court Orders sanctioning him but they too are separate, distinct and not pertinent to the sanctions sought herein.

The basis for seeking sanctions against Megna is based on extra time necessarily devoted to this case, due to Megna's repeated and grossly inappropriate conduct as is outlined in the contemporaneous memoranda, affidavits and exhibits submitted. I incorporate the terms by reference as a component of this affidavit.

Misconduct by Megna includes the following:

1. Interposing and unscrupulously advancing frivolous defenses from the inception and continuing to do so throughout litigation (see in particular Complaint, Answer and Order granting Summary Judgment and Lee's own deposition testimony in comparison to Megna's assertions);
2. Engaging in misconduct relative to the taking of depositions and discovery (see in particular Motions to Compel, Megna's objection to engaging in discovery; his objection to the taking of the deposition of Dallis, whom Megna identified as a witness and whom Megna had sued on behalf of Lee) and his motion attempting to exclude from evidence proof establishing that he was from the beginning pursuing a case that he knew had no merit whatsoever – see his letter of January 5, 2005, etc);
3. Denying irrefutable facts (see Requests for Admission and Defendant Lee's responses);
4. Presenting frivolous and disingenuous arguments to the Court at Summary Judgment (See in particular the Transcript wherein Megna claimed that Lee was still in possession of the property adverse to all others in 2007 and that she had not sold the property to Goodwin and Wilson [sic – he was at the time suing Dallis for legal malpractice associated with the sale to Goodwin and Wilson and he was also suing Goodwin and Wilson ie. seeking to foreclose on a note and mortgage associated with the sale];
5. Presenting knowingly false affidavits to the Court in violation of SCRCP 56(e) and (g) (See in particular the affidavits of Lee, especially in conjunction with the transcript of proceedings and in particular her deposition testimony, which Megna incredibly tried to discredit);
6. Filing frivolous Motion(s) (in conjunction with #2 above);

7. Unnecessary and inappropriately attacking Plaintiff's counsel and engaging in other *ad hominem* misconduct (not an isolated event in that he has engaged in similar conduct involving other attorney – see pages 18 and 19 in his reply to a motion to have Megna disqualified in the Thompson case);

8. Making claims that I (and others) had engaged in ethical misconduct. I clearly had not engaged in misconduct, as the record proves. No one else accused by Megna had either. Nonetheless, I had to seek the assistance of Ms. Ballard to review the circumstances. She was able to confirm that I had done nothing wrong and that it was instead Megna who had breached his legal and ethical responsibilities. Megna then set about to attack Ms. Ballard. She too was completely exonerated, only a cost of extra time for each of us in having to defend against Megna's unjust claims. It is notable that Megna has made similar claims against others who have opposed him including McNair Law firm and several of its partners, Turner Padgett law firm and several of its partners, the former US attorney, an attorney in Darlington, the family of a judge in Florence and the list goes on and on. The point to be made is that Megna has had a legal ploy of claiming multiple ethics violations against opposing attorneys, physicians and others. The fact is that none of Megna's claims have ever been found to have been meritorious, but they have been expensive to defend against (see Orders of Judge Baxley filed February 12, 2012 as but one unrelated example).

9. Continually making deceptive, frivolous and fraudulent representations to the Courts in an attempt to gain a collateral advantage/delay the imposition of sanctions against him, going so far as to put his own client into bankruptcy to avoid the imposition of sanctions against him (See for but one example Megna's letter to Judge Lee dated November 3, 2011, compared to the bankruptcy court orders, the order dismissing Lee's appeal and the two orders of Judge Manning [which Megna falsely asserted to have been "reversed and vacated" by the Court of Appeals]).

In my initial review of documents relative and the history of this matter (before the suit was filed), it appeared that it would call for a straightforward resolution – clearly, the Two Notch Road real property in question was Plaintiff's – as every Court has consistently confirmed since the dispute arose. Plaintiff had owned the property with his father by way of joint tenancy with right of survivorship and his father had died in 1995; Lee "sold" it on January 6, 2000 by way of a general warranty deed. The purchasers (Goodwin and Wilson) were not contesting that the property was Plaintiff's property all along. In fact, they were independently suing Lee for selling them property she did not own.[2] By that point (in 2004), Megna had received a title opinion from his (former) law partner confirming that Lee did not own the property and would not have a legal basis to attempt to foreclose against Goodwin and Wilson. Nonetheless, Megna proposed to Lee that she present frivolous defenses, knowing there was no legal or factual basis (See his January 5, 2005 letter, and well as the follow up letters saying the same essential thing). He did the same thing in this case.

When I contacted Megna, it became clear that the case would not be resolved properly or without extraordinary rancor. Megna feigned anger and said that my client would get nothing; that he (Megna) would see to it that the case would be in litigation for years if Plaintiff persisted. Megna said that Plaintiff was a pervert (actually he used inappropriate stronger terms, calling him a "faggot") and it went downhill from there.[3] I told Megna that matters such as race, sex and sexual orientation had nothing to do with an action to quiet title, but Megna continued with what I considered a bizarre diatribe. Nonetheless, in view of the fact that Lee was Plaintiff's sister, I was authorized to extend to Megna an offer to settle by the terms of which Lee could keep the money she had wrongfully received (essentially three years of rents of $1,250 per month, plus the $50,000 down payment associated with the sale and the two years of mortgage payments she had received after sale, in exchange for a quit-claim deed from her; Plaintiff would then be assigned the note and mortgage from Goodwin and Wilson of approximately

[2] They won and got a $216,000 award. Megna was Lee's attorney in that action. His conduct placed her in bankruptcy.

[3] Corroborating that Megna said and repeated it, reference may be made to the attachment to Lee's affidavit for the summary judgment hearing ie. see newspaper article submitted by Megna. The fact that the charges were totally dismissed and unfounded was a fact seemingly lost on Megna.

$127,000. Goodwin and Wilson had already enthusiastically agreed to this proposal, so all that was necessary was for Lee/Megna to do what was proper. However, Megna would not agree to settle. He said out of hand that the offer to settle was an affront to him personally and that he would see that Lee got it all – the property and a judgment against Goodwin and Wilson in addition. The fact that he was wrong was seemingly unimportant to Megna. He said he did not even need to pass on to Lee the offer and that in the unlikely event he lost, he would keep the case tied up in litigation for years.

It was impossible to reason with Megna. He was difficult to reach and when we did talk, it was almost always contentious. In 38 years of practicing law, I had never before experienced anyone as professionally discourteous and untruthful as Megna. And, I had never before experienced such repeated legal misconduct. Documents are attached and incorporated by reference with this submission, establishing Megna's unscrupulous behavior. They speak for themselves.

Finally, I would like to stress that the same offer to settle as the initial one was made to Megna during a break in Lee's deposition in the summer of 2007 (wherein she confirmed her basis for a claim under adverse possession to the property was her 1996 deed of distribution; that she had sold the property in 2000 and had no further interest in it thereafter. She also confirmed there had been no "ouster", that she had no other cognizable basis to claim an interest in the property and that Megna had confided in her during a break in the deposition that her deed of distribution was "no good"). After corroborating that she had no legitimate claim to the property, Ms. Lee asked for a break to smoke a cigarette. My client, Mr. Goodwin and Wilson's attorney were then present as the offer to settle was extended again. Megna feigned outrage and said he would not settle; that Lee owned the property and he would accept nothing less than it and more money from Goodwin and Wilson. I then told Megna that I thought any decision to settle was supposed to be Lee's. I asked Megna if he was going to extend the offer to his client. Megna said that he did not have to – he said words to the effect "It's my decision and I am not going to do it; she's going to do what I tell her and I'm making these type of calls, this is outrageous!". He then crumpled up a piece of paper and tossed it across the conference table in my direction. The net result was that the case did not settle; it continued. There was even more time that had to be expended and even more acrimony.

Plaintiff ultimately received Summary Judgment, which has made the point that the defenses raised by Megna had no merit.

At the time of the summary judgment hearing, Megna attempted to dissemble in response to questions by the Court, but ultimately had to admit that Lee's first claim to the property commenced in 1996, to wit" her "deed of distribution" and that she had sold the property to Goodwin and Wilson in 2000. Upon the Court indicating it was granting Plaintiff Summary Judgment, Megna then incredibly indicated that Lee had exclusively and hostile to all others retained ownership until 2007. This, and the other claims made by Megna were untrue. He made then nonetheless, knowing they were untrue. Reference is made to the transcript.

Despite being told by the Court that the defense was a "flim flam", that Lee was not playing fair and despite being given an opportunity for safe harbor protection, Megna continued to perpetrate utterly false claims only with more fervor and more untruthfulness. In essence, Megna claimed that Lee owned the property because she could not sell what she did not own and therefore she owned what she had sold [sic].

When summary judgment was granted, Plaintiff filed for sanctions against Megna and Lee. When the sanctions hearing was ripe for a hearing on January 8, 2008, Megna filed an out of time appeal. In conjunction, he alleged late receipt of the Court's order. Megna's claim was found to be untruthful. The appeal was untimely. Faced with sanctions, Megna placed Lee in bankruptcy. He alleged that the sanctions hearing could not be held, given Lee's bankruptcy. He was able to delay the within sanctions hearing. However, with Lee being adjudicated bankrupt and with the loss of all appeals (dismissed because of Megna's untimeliness) the matter became ripe. There is no bankruptcy bar. There is no appellate bar. Damages are not at issue and neither Lee nor Megna were involved. It is abundantly clear that Megna was the architect of false claims and conduct and that sanctions should be rendered against him. Besides, and regardless of anything Lee may have done, it is the responsibility of an attorney not to advance claims that are known by him to be untrue. The Court may also wish to reference Lee's affidavit to put matters in context as to yet another reason to impose sanctions.

The result of Megna's misconduct are, *inter alia*, over six years of litigation in this case; over nine years when the "companion case" is considered.

Damages to Plaintiff caused by Megna's misconduct/Sanctions

1. Loss of sale of Two Notch Road real property – Plaintiff had an offer to sell the property in 2007 and 2008 for at least $325,000. The sale was lost because we could not deliver clear title. We could not deliver title because Megna constantly claimed Lee owned the property in this litigation, in prior litigation, in bankruptcy and on appeal(s). He lost at every significant stage. He knew at every stage that Lee had no interest in the property because he had a title opinion to that effect from his (former) law partner Joe Moore/Blue Granite Title. Megna would not agree to sell the property and hold the sale proceeds in trust, pending a resolution of the case. The purchaser lost interest after protracted litigation. While frivolous, needless litigation by Megna continued unabated, the property fell into disrepair and the business and liquor licenses were lost. Thus, the property went from a value of at least $325,000 to less than $110,000 The property is now listed for sale, but we have been unable to sell it, even for $110,000.

Loss of at least: $215,000

2. Legal fees – On an hourly basis, I expended over 250 hours, exclusive of the appeal and bankruptcy action. However, I was handling the case on a contingency basis after Megna indicated there would be no settlement. Fees are asserted to be $108,333 that were caused by Megna's misconduct. I would ask for prejudgment interest at the legal rate since 2008.

Sanctionable fees: $71,250 -- $108,333, plus interest since October 26, 2007. [4]

3. Megna's misconduct on appeal totaled $177,000.

Sanctionable fees: $177,000, plus interest from January 8, 2008.

4. Bankruptcy – legal fees only relate to the matters in this case (to delay the imposition of sanctions) and do not relate to the bankruptcy in general. Fees include services relating to the motion to lift the bankruptcy stay so that Lee's appeal could be

[4] The fee would not have exceeded $2,500 had Megna not engaged in misconduct.

concluded, Megna's motions to reconsider, Megna's bankruptcy lawsuit (attempting to relitigate ownership to the property [sic – Lee had sold it in 2000 and therefore would have no right to claim it in a bankruptcy filed in 2009], multiple appeals to the District Court and motions to reconsider, Megna's appeals to the 4th Circuit Court of Appeals and his motions to reconsider.

Megna's Misconduct $30,000 (relating to this matter alone/attempts to delay the imposition of sanctions against Megna):

TOTAL: $493,250 to $530,333, plus interest.[5]

I rely on the documents that are of record and those produced herein.

Finally, I would aver that Megna appears to have substantial assets and is thus able to respond to sanctions. He has a large home in Blythewood and has other real estate holdings in Richland County. He appears to have a fancy car and he has made large financial contributions to various politicians in the past. As well, he had alleged that he has a large staff working for him in his business. Reference to its tax related reports indicates that Megna has a very significant income. He has never alleged that he has insufficient assets and income to respond to sanctions.

DOUGLAS TRUSLOW

SWORN TO AND SUBSCRIBED BEFORE ME

this 23 day of December, 2013

Amanda D. Hulley

Notary Public for South Carolina

November 22, 2020 – Comission expiration

[5] Even if the Court were to ignore its right to assess sanctions for Megna's misconduct while attempting to untimely appeal, he would owe between $316,250 and $353,333, plus interest.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF DESA BALLARD**

PERSONALLY APPEARED BEFORE ME, **DESA BALLARD**, who being duly sworn, deposes and says (in her words):

1. I am over the age of eighteen (18) years and am competent to state the matters set forth herein. I have personal knowledge of the matter so stated, except those that are stated on information and belief. As to those, I have a good faith basis for believing them to be true.

2. I am licensed to practice law in South Carolina having been admitted to practice in 1983. I am also licensed to practice in the United States District Court for the District of South Carolina, the Fourth Circuit Court of Appeals, the United States Supreme Court, and numerous appellate courts in the federal system. My resume is attached.

3. Mr. Truslow (hereafter "Truslow") began consulting with me with me in 2007 because of significant problems he has dealing with Tony Megna (hereafter "Megna") who was counsel for Gina Lee. The initial problems circulated around alleged discovery issues, discourteousness and concern that a frivolous defense was being asserted and advanced.

4. I reviewed numerous documents, pleadings and correspondence between Truslow and Megna. This was a dispute regarding real estate ownership.

The real estate in question had become owned by Truslow's client James Anasti (hereafter "Anasti") at the time of his father's death. However, it appears Anasti's sister Gina Lee (hereafter "Lee") had served as personal representative of their father's estate and had executed a deed of distribution to herself ostensibly taking ownership of the property. She then "sold" the property in 2000, taking a mortgage from Willis and Goodwin for the sales proceeds.

5. Truslow filed suit for Anasti to recover the property and for damages against Lee, her ostensible purchasers Willis and Goodwin. The Clerk of Court was named because the Highway Department has brought a condemnation action for a small part of the property, and had paid the money to the clerk since ownership of the property was disputed.

6. I reviewed the pleadings that Megna filed on behalf of Lee, in which he claimed Lee owned the property through adverse possession. From my review of the relevant documentation, I concluded that the defense was completely frivolous. I was later provided with correspondence from Megna to Lee (letter dated January 13, 2005) which essentially conceded their position in the litigation was frivolous and contrived.

7. Megna's strategy seemed to be to assert a frivolous defense and unjustifiably delay discovery. I shared my opinion with Truslow at that time, and recommend that he pursue sanctions at the conclusion of the case. Megna began engaging in a baffling series of verbal and written attacks on Truslow, claiming not to receive documents that were properly served on him, serving Truslow at fictitious addresses or incomplete addresses. A detailed series of Megna's discovery misconduct is outlined by Truslow in his memorandum, in the affidavits and exhibits. I talked to Truslow from time to time and was kept informed of the continuing bizarre conduct by Megna.

8. On information and belief, in response to a motion to compel, Megna offered his entire file to Truslow to review. Truslow discovered some correspondence in Megna's file that he learned had earlier been

voluntarily provided to him by Megna in electronic form. The documents unmistakably established gross/fraudulent misconduct by Megna in fabricating a defense for Lee when he clearly knew she had no defense to the claims asserted by Truslow on behalf of Anasti.

9. On information and belief, Megna claimed that the documents had been stolen from him by Truslow, and he also claimed that Truslow was stalking him and Megna feared for his safety. I've known Truslow for more than thirty (30) years and worked with him on several cases; he would never engage in such conduct.

10. Megna asserted that the documents were privileged and that he should not have produced them to Truslow. Megna argued he had erred in allowing Truslow to see that portion of his file. However, the documents established that Megna was engaged in unethical conduct in an attempt to perpetuate a fraud on the court. At that point, I again advised Truslow that Megna had engaged in gross misconduct and that sanctions should be sought either at that point or at the conclusion of the case. Moreover, while it was Plaintiff's ultimate decision to make, I recommended a report be made to the Office of Disciplinary Counsel disclosing Megna's outrageous conduct. Truslow reported to me that his client wished to wait before reporting Megna to ODC.

11. I was advised aware that Anasti was granted summary judgment against Lee. I am informed and believe that Megna made repeated false representations at the summary judgment hearing. I read the affidavits which I was informed were prepared for Lee by Megna. It was my conclusion that Megna suborned fraudulent, dishonest affidavits by Lee in an effort to avoid summary judgment.

12. Megna appealed the loss of the case on summary judgment by filing with the South Carolina Court of Appeals. I am informed and believe he also filed a bankruptcy action to try to delay the progress of Anasti's case against Lee. In an effort to confuse the Bankruptcy Court, Megna's advised the Bankruptcy Court that he won the appeal before the Court of

Appeals, and summary judgment had been reserved. This was not an error – it was a complete fabrication.

13. Megna was unable to move forward with the appeal in the Court of Appeals because of his repeated failures to meet deadlines. The case bounced back and forth between the Court of Appeals and the circuit court for hearings before the circuit court on whether Megna's claims about not receiving notice or not receiving other documents were true. Judge Manning determined on several occasions that Megna's testimony lacked credibility and he had not timely filed or served various documents.

14. Truslow moved for sanctions at the Court of Appeals based on Megna's misconduct in connection with the appeal. The Court of Appeals did not grant Rule 269 sanctions. The Court of Appeals' failure to award fees to Truslow's client does not prevent this Court from addressing the pending motion for sanctions, to include any fees requested from the date of filing, through the appeal, and in preparing for the sanctions hearing. Austin v. Stokes-Craven Ford, Op.No. 27324 (2013) 2013 WL 5737705.

15. The Court of Appeals did not rule on the merits of Megna's appeal. My opinion is that this court may deal with sanctions for the period from January 8, 2008 until dismissal of the appeal as untimely as a component of the current Rule 11 sanctions hearing. This is in addition to sanctions for the period while the case was in active litigation (January, 2007 – January, 2008)[1].

16. I have also recently reviewed Mr. Moore's letter of April 30, 2004 in conjunction with Megna's January 13, 2005 letter. It makes clear that Megna knew his client had no defense to Anasti's claim against his client, and contrived an illegitimate defense and tried everything to divert the Court from addressing the merits of the case and wearing down his

[1] Most significantly, the Court of Appeals had expressly advised the parties that "this court will only consider [Megna's] appeal from Judge Manning's order filed April 3, 2008 and April 1, 2009…" and; "Final briefs, therefore, shall include only those issues relating to timeliness of [Megna's] appeal" (Court of Appeals order dated 12-5-2010).

opponent. Megna's misconduct is mind-boggling. Independently Judge Baxley made similar findings in his orders of February 11, 2012.

17. I have reviewed all affidavits submitted on behalf of Plaintiff relative to damages, in conjunction with what is of record and Plaintiff's memoranda. I am of the opinion that Plaintiff is entitled to sanctions and that the sums sought are completely appropriate given the extent of Megna's misconduct...if anything, they are modest under the circumstances.

18. From the review of the filings, Truslow is not seeking sanctions for the misconduct by Megna which has already resulted in an award of sanctions against Megna by Judge Baxley. The sanctions sought herein, as well as the basis, are separate and distinct from those issued by Judge Baxley. IN my opinion, this court has the authority to award these sanctions. The Supreme Court has made this clear. (See Austin v. Stokes-Craven Holiday Corp., Opinion 27324 (Supreme Court October 23, 2013) 2013 WL 5737705.

FURTHER, DEPONENT SAYETH NOT.

Desa A Ballard

DESA BALLARD

SWORN TO AND SUBSCRIBED BEFORE ME
this 23 day of December, 2013

Notary Public for South Carolina
My Commission Expires 2-3-16

Curriculum Vitae

DESA BALLARD, ESQUIRE

PROFESSIONAL EXPERIENCE:	**Ballard Watson Weissenstein - Attorney at Law** West Columbia, South Carolina - 1997 - present.
	Adjunct Professor, University of South Carolina School of Law Columbia, South Carolina - 2003 to present – Advanced Legal Profession
	Barnes, Alford, Stork & Johnson, L.L.P. (Of Counsel) Columbia, South Carolina - 2000 - 2003.
	Ness, Motley, Loadholt, Richardson & Poole - Charleston, South Carolina - 1987 - 1997. Partner.
	Chief Justice J. B. Ness, South Carolina Supreme Court - 1985 - 1987. Law Clerk to Chief Justice.
	South Carolina Supreme Court - 1984 - 1985. Staff Attorney.
	Honorable Ralph King Anderson, Jr., Florence, South Carolina. Circuit Court Law Clerk. 1983 - 1984.
BAR MEMBERSHIPS:	South Carolina Supreme Court District of Columbia Bar United States District Court, District of South Carolina Third, Fourth, Fifth, Eighth, Tenth Circuit Court of Appeals United States Supreme Court
PROFESSIONAL ACTIVITIES:	**South Carolina Trial Lawyers Association** Chairman, Ethics & Professionalism Committee, 1996 - 2007 Co-Editor, The Bulletin Magazine - 1993 - 1996 Member, Technology Committee, 1994 - 1996 Vice Chairman Amicus Committee, 1989 - 2000

Board of Governors, 1990 - 1993

Chairman CLE Committee, 1989 - 1992

Vice Chairman Publications Committee, 1989 - 1990

Vice Chairman CLE Committee, 1988 - 1989

South Carolina Bar

Member - Professional Responsibility Committee, 1994 – 2011; Chairman 1997-98.

Member, Lawyers Helping Lawyers 1995 - present

Editorial Board, South Carolina Lawyer Magazine, 1993 - 1994.

Member - Ethics Advisory Committee, 1991 - 1999.

Member - Continuing Legal Education Committee, 1991 - 1992.

Member – Unauthorized Practice of Law Committee 2011-2013

South Carolina Administrative Law Judges Advisory Rules Committee 1994 - present.

South Carolina Criminal Practice Rules Committee 1987 - 1992.

South Carolina Judicial Council, Family Court Rules Subcommittee - 1986 - 1988.

Editorial Board - A Guide to South Carolina Legal Research South Carolina Bar CLE Division (1991).

Other Memberships:

American Bar Association

Center for Professional Responsibility

Association of Professional Responsibility Lawyers

South Carolina Association of Ethics Counsel (Founding Member and Chairman)

PUBLICATIONS: A Force To Be Reckoned With - The South Carolina Delegates to the Constitutional Convention Co-Author with J. B. Ness - published by the National Conference of Chief Justices - 1993.

Tearing Down the Spider's Web - The Deceptive Practice of Lawyer Bashing Co-author with J. B. Ness - South Carolina Trial Lawyer's Bulletin - spring, 1990.

South Carolina Jurisprudence - South Carolina Bar Encyclopedia. Contributing author on the topic of appellate practice - 1990.

Do The Write Thing - Quarterly column on legal writing in the South Carolina YLD Bar Tab, 1991 - 1993.

Punitive Damages Today - South Carolina Lawyer - January - February, 1992.

Punitive Damages Today Part II - They're Back - South Carolina Lawyer, January - February, 1994.

Brother, Can You Spare a Dime? - South Carolina Trial Lawyers Bulletin - spring, 1995.

TEACHING: South Carolina Bar - CLE Division

Approx. 3 - 4 seminars per year since 1986, various topics *Legal Ethics and Practice Program (LEAPP)* – Ethics of Trust accounting 3 seminars per year 2009-2012

South Carolina Trial Lawyers Association

Chair, moderate and speak at annual convention seminar on Ethics and Professionalism, 1996 - 2007.

Other various educational presentations,

Including Mecklenburg County Bar Association, Administrative Law Judge Association, numerous Title Insurance Company seminars, Paralegal Associations, Technical College classes, York County Bar Association, Richland County Bar Association, Anderson County Bar Association, SCAEC annual ethics seminar.

University of South Carolina School of Law: 2-week annual seminar on the S.C. disciplinary process in Advanced Professional Responsibility, 1993 - 2003

CIVIC ACTIVITIES: **Mental Health Association of South Carolina**

Board Member - 1997 to 1999.

EDUCATION: **Juris Doctor** - 1983

University of South Carolina School of Law

Bachelor of Arts (Journalism) - 1980

University of South Carolina

Magna cum Laude, Phi Beta Kappa

CONTACT INFORMATION

Ballard Watson Weissenstein

Post Office Box 6338

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E-mail: desab@desaballard.com

Website: www.desaballard.com

COPY

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF DESA BALLARD**

RICHLAND COUNTY
FILED
2012 MAY 11 PM 2:58
JEANETTE W. McBRIDE
C.C.P. & G.S.

PERSONALLY APPEARED BEFORE ME, **Desa Ballard**, who being duly sworn, deposes and says (in her words):

1. I am over the age of eighteen (18) years and am competent to state the matters set forth herein. I have personal knowledge of the matters so stated, except as to those matters stated on information and belief, and as to them, I have a good faith basis for believing them to be true.
2. I am a member of the South Carolina Bar, having been admitted in 1983.. My Curriculum Vitae is attached. The primary focus of my practice is professional responsibility and ethics for lawyers. I also do a considerable amount of state court appellate work, having appeared as counsel of record in several hundred reported cases appearing in Westlaw. I am AV rated with Martindale Hubbell. I am also an adjunct faculty member at the South Carolina School of Law teaching Advanced Legal Profession, which is essentially an advanced legal ethics course. I have been qualified by the circuit court as an expert witness in professional responsibility for lawyers in the state courts on several occasions.
3. Mr. Truslow has been consulting with me on and off concerning ethical and appellate issues he has encountered with attorney Tony Megna in the referenced case since

2007. I have reviewed a great deal of the material related to the underlying case, although I hesitate to say I have seen it all, because there is so much and a great deal of the documentation provided to Mr. Truslow by Mr. Megna (and provided to me for review) is nonsensical and irrelevant.

4. I have followed the progress of the Richland County case through Mr. Truslow and advised Mr. Truslow of his obligations as a lawyer in dealing with Mr. Megna (who has made misstatements of fact to the courts in the various venues in which matters in this case have appeared). Long ago, I told Mr. Truslow that the legal issues raised by Mr. Megna in this case, ostensibly on behalf of his client Gina Lee, were frivolous at law, and that he probably had an obligation to this client to seek sanctions against Ms. Lee for requiring litigation of patently frivolous issues. I understand he has done so.

5. Mr. Truslow has asked that I examine the single issue of the reasonableness of the amount of time he has spent and the fees he has incurred in responding to Mr. Megna's efforts to undertake discovery for purposes of the pending sanctions motion. The unusual scenario presented here is that apparently Mr. Megna is no longer representing Ms. Lee, but is using the caption in this case (where he formerly represented Ms. Lee) to seek discovery to defend against sanctions that are being sought against him (not against his former client).

6. I have reviewed extensive materials related to this matter. I have reviewed selected portions of the pleadings and correspondence related to this matter, as it relates to the March 9, 2012 motion. I have reviewed Mr. Truslow's Memorandum in Support of his Fee Affidavit, his time sheet as well as the "synopsis" submitted by Mr. Megna.

7. I have met and spoken with Mr. Truslow to go over in detail this matter that is currently before the Court. Mr. Truslow has spent considerable time on the subject of his March 9, 2012 motion.

8. In my opinion, Mr. Truslow's time in responding to the synopsis of Mr. Megna has been substatial, but necessary, because of the many misstatements of fact in the synopsis which had to be rebutted. Mr. Truslow's hourly rate is reasonable, even modest. The time he spent was both appropriately and necessarily expended, especially in light of the arguments and claims of Mr. Megna and the tortured legal reasoning and procedural posturing he has used. Because of the complete inability of

Mr. Truslow's client to pay the fees incurred, Mr. Truslow's fees must be considered contingent, warranting a lodestar multiplier in some amount.

9. My opinion is that the time spent by Mr. Truslow in responding to the discovery attempts was reasonable, the hourly rate should be increased by a lodestar multiplier in an amount the court feels is appropriate, and an award of fees and sanctions against Mr. Megna in favor of Mr. Truslow is appropriate

DESA BALLARD

SWORN TO AND SUBSCRIBED BEFORE ME

this 11 day of May, 2012

Notary Public for South Carolina

My Commission Expires: 2-3-16

Curriculum Vitae

DESA BALLARD, ESQUIRE

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Ballard Watson Weissenstein - Attorney at Law
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United States District Court, District of South Carolina
Third, Fourth, Fifth, Eighth, Tenth Circuit Court of Appeals
United States Supreme Court

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University of South Carolina
Magna cum Laude, Phi Beta Kappa

CONTACT INFORMATION

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Website: www.desaballard.com

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS IN THE FIFTH JUDICIAL CIRCUIT
JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, RICHLAND COUNTY CLERK OF COURT Defendants.	Docket Number: 2007-CP-40-0576 **AFFIDAVIT OF W. ALEX DALLIS, JR.**

PERSONALLY APPEARED BEFORE ME, **W. ALEX DALLIS, JR.**, who being duly sworn, deposes and says (in his words):

1. My law firm performed a real estate closing in 2000 relative to 2325 Two Notch Road. The purported owner/seller was Gina Anasti Lee. The purchaser was Lance Wilson and/or Willis Goodwin.
2. My law firm employed a title abstract company to perform a title search in anticipation of the above referenced closing.
3. As a result of being sued relative to an alleged defect in the real estate transaction and title (see action 04-CP-40-5333/4), my law firm in turn sued the title abstractor and obtained a judgment against her.
4. As it relates to the instant case filed by Mr. Anasti and for the purposes of this Affidavit, it is not necessary to address whether or not my law firm deviated from accepted standards of care because that is not the issue herein -- the issues would clearly appear to be

PAGE 2/3 * RCVD AT 9/7/2007 4:05:25 PM [Eastern Daylight Time] * SVR:BASJ_NT2/0 * DNIS:0 * CSID: * DURATION (mm-ss):01-08

legal issues for the Court to address in Summary Judgment as to whether or not purported ownership by way of a "Deed of Distribution" prepared by Defendant Lee constitutes adverse possession when she obtained the "Deed of Distribution" in 1996 and "sold" the property in 2000 and, based on the deposition of Ms. Lee, whether or not there is a factual issue of "ouster". The remaining issue, which I believe may be for the Court at Summary Judgment, is to address Defendant Lee's assertion that three Probate Courts did her title work for her such that they prepared the "Deeds of Distribution", including preparing the "Deed of Distribution" granting Defendant Lee the real estate at issue herein on Two Notch Road previously titled since 1978 in the joint names of Albert Anasti and James Anasti with a right of survivorship (Albert Anasti died October 24, 1995); Defendant Gina A. Lee's Deed of Distribution was filed November 7, 1996 – and she purported to sell all of her interest in the property January 6, 2000).

W. ALEX DALLIS, JR.

SWORN TO AND SUBSCRIBED BEFORE ME

this 7th day of September, 2007

Notary Public for South Carolina

My Commission Expires: 2/10/08

PAGE 3/3 * RCVD AT 9/7/2007 4:05:25 PM [Eastern Daylight Time] * SVR:BASJ_NT2/0 * DNIS:0 * CSID: * DURATION (mm-ss):01-08

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, And RICHLAND COUNTY CLERK OF COURT, Defendants.	)	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Case No.: 2007-CP-40-0576 **AFFIDAVIT OF GINA L. ANASTI LEE**

84-194

PERSONALLY APPEARED BEFORE ME, **Gina L. Anasti Lee,** who being duly sworn, deposes and says (in her words):

I incorporate by reference my prior Affidavit submitted on my behalf by attorney Robert Goings. If Mr. Megna or his current attorneys have any questions, they should deal with Mr. Goings.

Since the loss of my State appeal, Mr. Megna has not represented me in this case, nor has he been acting in my interest. With the loss of the appeal in 2011, Mr. Megna told me that my involvement was concluded and I concur. In that regard, he did tell me that Plaintiff was seeking sanctions, but that it was against him (Mr. Megna) alone.[1] He claimed that he had already won on that issue and that the appeal court had reversed the findings and conclusions of Judge Manning. None of this made much sense to me, but that is what Mr. Megna said.

I would like to stress that, subsequent to the loss of the appeal, I became aware that, for separate and distinct misconduct, sanctions were rendered against Mr. Megna - for misconduct subsequent to the case being remitted, ie. in February and March 2012 and for conduct in another case originating in Darlington. (Orders of Judge Baxley). I

[1] Damages were not a factor since I was not involved in that aspect of the case, given my bankruptcy and after appeal.

was only involved in those matters to make clear and reiterate that Mr. Megna was not representing me in those matters and he was not acting on my behalf.

This Affidavit relates to the subject of Plaintiff's Motion for Rule 11 sanctions of November 7, 2007, as amended.

1. When Mr. Megna first began to represent me in 2004 in the "companion case" (case 04-5333) filed against me by Mr. Wilson and Mr. Goodwin, Mr. Megna said he would not charge me; he was representing me for free, as a favor for a "friend". I do not recall a contract of employment. I have not seen one contained in my file ultimately provided to Mr. Goings by Mr. Megna. Mr. Megna had previously told the Court (relative a Motion to Compel filed against me) that he was representing me on a contingency basis. I did not and do not understand what that meant, only I was not having to pay for anything. At first, I appreciated what Mr. Megna was doing for me....I thought he had my best interest at heart. Later events have called that into question.

2. As it relates to the underlying facts, I explained to Mr. Megna what had occurred – that I thought my father wanted me to have the Two Notch property; that after his death I owned the property because I had then acquired a deed to it in 1996 and then sold the property to Mr. Wilson and Mr. Goodwin in 2000. . Little did I know or understand about how the real estate closing attorney had made an error in his real estate title search and the January 6, 2000 real estate closing. Mr. Megna said he researched the matter and had gotten a title opinion from Blue Granite Title Company/Joe Moore: reflecting that I did not appear to have owned the property I had sold.[2] Mr. Megna said he was aware of the facts, but said he would raise adverse possession and "ouster" as a defense and for "leverage". I did not know what that meant, only that I needed to trust Mr. Megna to do what was right. He was the lawyer, and I am a hair dresser. I have little comprehension of the law. That said, I made clear and Mr. Megna knew beyond a doubt that my claim of ownership came about through the 1996 deed of distribution and that I sold all interest in the Two Notch property on January 6, 2000.

3. I was sued in this case in 2007. Again, Mr. Megna said he'd take care of it and that I was not going to be charged. I do not recall having seen a contract of employment .

[2] I am asking that Mr. Moore make his file on this matter available to my brother/his attorney for these proceedings. Mr. Megna has not made it a part of the file delivered to Mr. Goings.

Again, I have not seen one in the file delivered to Mr. Goings. Mr. Megna said he was going to raise the same defenses in this case as in the companion case.

4. I did not really understand what went on in the cases, except there seemed to be a lot of contention between the lawyers. I had little contact with Mr. Megna. He said he'd take care of everything and that I needed to trust him. I did understand from Mr. Megna that the longer things drug out, the more likely that it would be to my advantage.

5. I feel like I told them the truth in my two depositions in the two cases – my "ownership" in the property arose in 1996 and it ended in 2000 when I sold it.

6. For Summary Judgment, Mr. Megna had me sign an Affidavit he prepared. He just told me to sign it. I did not read it. I doubt I would have understood it. I was emotionally drained and just relied upon Mr. Megna. He was aggressive and adamant. I did, however, tell him that I wanted to do the right thing in the case. That said, having now inspected my summary judgment affidavits and the transcript, I know that they were inaccurate. I did not act intentionally to deceive. I just trusted Mr. Megna. That said, I did not own the property after I sold it in 2000, and I had not acquired it until after my father's death in 1995. I never set foot on the property after I sold it in 2000. I did not "hold it" after that, especially hostile to Mr. Wilson, Mr. Goodwin or Jim. I now feel betrayed, misled and embarrassed. I did not purposefully set out to be untruthful....I did what Mr. Megna told me to do.

7. I do know I lost the companion case and this case as well. There was an award against me for in excess of $216,000 in the companion case and Jim now has title in this case. I did not know that Jim had offered to settle with me at the inception in 2006/2007 and again later, both times by the terms of which I would not have to pay any sums to either Mr. Wilson and Goodwin or to my brother Jim. Mr. Megna never told me of the offers to settle. In fact, he told me on a number of occasions that we were likely going to win. Had Mr. Megna told me of Jim's offers to settle, I would have accepted it and not gone through what has been a nightmare for me and my family and for Jim, as well.

8. I did not know until recently that an offer had been made to Mr. Megna to settle. Notably, during a break in my deposition, Mr. Megna said my deed of distribution was "no good", but that he was still going to "win"; that he could drag the case out for a long, long time. Mr. Megna's neglect caused the $216,000.00 verdict against me and he

later put me into bankruptcy. Bankruptcy (filed on my ostensible behalf by Mr. Megna's law firm) did drag the case out, but not to my benefit.

9. I did testify in 2007 (in the companion case) that I thought the property was worth at least $250,000 when I sold it in 2000.

10. I am upset for my brother and I am upset for myself. I have apologized to Jim and asked for forgiveness. We have reconciled.

Gina Lee

GINA LEE

SWORN TO AND SUBSCRIBED BEFORE ME

this 16 day of December, 2013

Amanda Douglas Hilley

Notary Public for South Carolina

My Commission Expires November 22, 2020

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
JAMES A. ANASTI,	)	Docket Number: 2007-CP-40-0576
	)	
Plaintiff,	)	
	)	**PLAINTIFF'S EXHIBITS**
vs.	)	
	)	
LANCE WILSON,	)	
WILLIS GOODWIN,	)	
GINA L. ANASTI LEE,	)	
And RICHLAND COUNTY	)	
CLERK OF COURT,	)	
	)	
Defendants.	)	

RICHLAND COUNTY
FILED
2013 DEC 23 PM 4:57
JEANETTE W. McBRIDE
C.C.P. & G.S.

Exhibits	Description
1.	Orders
2.	Megna's pattern of *ad hominem* attacks
3.	Discovery problems
4.	Joe Moore's letter and Megna's responses
5.	Lee's depositions
6.	Transcript of Summary Judgment
7.	Megna's letters and emails alleging Judge Manning's Orders were "reversed" and "vacated"
8.	Bankruptcy Orders
9.	Megna's letter to the South Carolina Court of Appeals
10.	November 3, 2011 letter from Megna to Judge Lee
11.	Affidavits

STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	FIFTH JUDICIAL CIRCUIT
In re: Tony Megna:	
JAMES A. ANASTI,)	Case No. 2007-CP-40-0576
)	
Plaintiff,)	
)	
vs.)	MEMORANDUM IN OPPOSITION TO PLAINTIFF'S REQUEST FOR MONETARY SANCTIONS
)	
LANCE WILSON,)	
WILLIS GOODWIN,)	
GINA L. ANASTI LEE,)	
And RICHLAND COUNTY)	
CLERK OF COURT,)	
)	
Defendants.)	

2014 JAN 13 PM 4:11
RICHLAND COUNTY
FILED
MARIETTE W. WALDRIDE
C.C.P. & G.S.

Tony Megna ("Megna") by and through his undersigned counsel, hereby respectfully submits his memorandum in opposition to Plaintiff James A. Anasti's motion for sanctions. For the reasons set forth below, Megna requests the Court deny Plaintiff Anasti's motion.

INTRODUCTION

The record and supporting affidavits being filed herewith establish the following:

a. That Megna represented his client ethically, professionally and extremely competently throughout his defense of the action brought by Plaintiff.

b. That the South Carolina Court of Appeals has considered and rejected many of these same allegations when Plaintiff and his counsel filed a motion for sanctions in the appellate court.

c. That Plaintiff is precluded from relitigating the same allegations as the denial of his motion by the Court of Appeals is *res judicata* of all issues before this Court. Furthermore, this Court lacks subject matter jurisdiction to impose sanctions against Megna for conduct that occurred while the case was pending before the South Carolina Court of Appeals.

d. That matters that occurred during proceedings in the federal courts upon Megna's client's filing of bankruptcy (while the case was on appeal and stayed in the South Carolina Court of Appeals) are not within the jurisdiction of this Court, and thus cannot be considered even though Plaintiff rests his arguments on such matters. Moreover, there were no sanctions applied in the federal courts or even any mention of sanctions being appropriate or considered.

e. The bankruptcy case of Ms. Gina Lee Anasti ("Ms. Lee") was extremely successful as it allowed her to save her home, and she was relieved of large and onerous unsecured credit card and medical bill debts for which she was personally responsible;

f. That Plaintiff and/or his counsel, Mr. Truslow ("Truslow"), refused to respond to at least two written offers to settle the litigation made by Megna;

g. That, Plaintiff and his counsel, in direct violation of Rule 26(b)(5)(B), S.C.R.Civ.P., improperly rely upon an attorney-client privileged communication between Megna and his client Ms. Lee in support of the sanctions request.

h. That this Court should strike reference to the attorney-client privileged document from Plaintiff's sanctions motion and supporting memorandum; order that the document be returned to Megna; require Plaintiff and his counsel notify the Court of any third party with whom the attorney-client privileged document was disclosed or shared; require the return of the document from such third parties; and to award sanctions for violating Rule 26(b)(5)(B) as the Court deems appropriate.

i. That even if this Court were to believe sanctions were warranted against Megna for any reason, which is denied, Plaintiff has failed to provide a single detail to support his contention that fees in an amount exceeding $185,000.00 have been incurred by Plaintiff in the first instance nor are they reasonable under of the alleged and actual facts in this case. Regardless of Truslow's unsubstantiated amount, sanctions, when necessary, "should be a rifle-shot, not a shotgun blast." *Balloon Plantation, Inc. v. Head Balloons, Inc.*, 399 S.E.2d 439, 441 (S.C. Ct. App. 1990).

I.

ALL OF THE DEFENSES PLED AND PURSUED BY MEGNA ON BEHALF OF HIS CLIENT WERE SUPPORTED IN LAW AND FACT

On January 26, 2007, Plaintiff Anasti filed a non-jury Complaint against his sister Ms. Lee, and two others, Lance Wilson ("Wilson") and Willis Goodwin ("Goodwin"), seeking to quiet title on the disputed land. [Exhibit 1]. The Complaint alleges that Plaintiff and his father obtained title to the property on or about November 17, 1978 through a deed of conveyance. The deed conveyed the property to Plaintiff and his father as joint tenants in common with a right of survivorship. The Complaint alleges that his father died on October 24, 1995 and Ms. Lee was

appointed as the Personal Representative of her father's estate on November 16, 1995. Furthermore, the Complaint alleges that on or about October 25, 1996, a deed of distribution was prepared that conveyed the ownership of the disputed land to Ms. Lee. However, the Complaint fails to include the fact that Plaintiff Anasti's father conveyed the disputed property to Ms. Lee in his Will. In addition, Plaintiff Anasti consented to the conveyance of the property to Ms. Lee in the probate proceedings by executing a release through his general power of attorney. [Ex. 11-general power of attorney]. The release expressly provides "the undersigned releases and forever discharges the Personal Representative and the Estate from any and all rights and claims, which the undersigned may have against the Personal Representative and the Estate." [Exhibit 12]

Megna served an Answer on behalf of Ms. Lee in which she asserted a number of appropriate affirmative defenses. [Exhibit 2] Specifically, Megna asserted that Plaintiff was "barred and estopped from asserting any claim, however defined, against the Defendant Lee of any interest, legal or equitable, in the property because: (a) the Plaintiff participated in the Probate Court proceedings that led to the transfer of the property of which Plaintiff complains and is bound by the orders and/or deeds of transfer; (b) the Plaintiff acquiesced in the transfer of the property and (c) the provisions of [Section 1006 of the Probate Code[1]] bar recovery." In addition, Megna asserted the affirmative defenses of: the statute of limitations, laches and abandonment, the doctrine of adverse possession, the doctrine of ouster, and the doctrine of presumption of grant. Megna also asserted cross claims against Wilson and Goodwin seeking to collect on the note and foreclose on the mortgage Ms. Lee held on the property.

Although the Circuit Court ultimately granted Plaintiff Anasti summary judgment on his claim to quiet title, this ruling in no way determined that the defenses asserted were frivolous or interposed solely for purposes of delay. [Order, Exhibit 3] In fact, the only time the Honorable J. Ernest Kinard mentioned that one party's position lacks merit; the reference was to Plaintiff

[1] S.C. Code Ann. § 62-3-1006 states: Unless previously adjudicated in a formal testacy proceeding or in a proceeding settling the accounts of a personal representative or otherwise barred, the claim of any claimant to recover from a distributee who is liable to pay the claim, and the right of any heir or devisee, or of a successor personal representative acting in their behalf, to recover property improperly distributed or the value thereof from any distributee is forever barred at the later of (i) if a claim by a creditor of the decedent, at one year after the decedent's death, and (ii) any other claimant and any heir or devisee, at the later of three years after the decedent's death or one year after the time of distribution thereof. This section does not bar an action to recover property or value received as the result of fraud.

Anasti and his counsel. Footnote 2 of the Order addresses Plaintiff's contention that Ms. Lee's affidavit was somehow improper. The Court states "[p]laintiff has objected that the affidavit submitted by Defendant Lee was in a format inconsistent with SCRCP 56(e). *This objection has no merit.*" (emphasis added.)

The Order granting summary judgment concludes that Ms. Lee's conduct with regard to the property following the sale of the property to Wilson and Goodwin was insufficient to establish continuous possession during the entire 10 year proscription period to establish adverse possession. The summary judgment Order does not cite any controlling South Carolina case law contradicting Ms. Lee's argument that she maintained an equitable interest in the property following the sale through the mortgage she retained as part of her owner financing. Rather, Judge Kinard simply stated, "I disagree" with the position of Ms. Lee. Order at p. 7. This ruling appears to be at odds with decisions from other states. *See* 2 *CJS Adverse Possession* § 192 ("Where there has been an adverse possession by one claimant for a part of the statutory period of limitations followed by a sale by the claimant of the land so occupied to another, who then assumes possession under the transfer, there is no interruption of the continuity of the adverse possession provided there is an actual transfer, within a reasonable time and there is no evidence of an intention to abandon the possession."). Furthermore, there does not appear to be any South Carolina cases addressing the question of whether the continuity of possession is broken when the original owner maintains an equitable interest in the property through a mortgage.

In addition, the Order for summary judgment addressed another issue of first impression-whether Plaintiff Anasti was bound by the probate court order conveying the property to Ms. Lee. Plaintiff Anasti was an heir of the Estate, received notice of the distribution and through his general power of attorney executed a release of the Estate and Ms. Lee from all claims he may have had against either regarding the distribution of property through the Estate. On this point, Judge Kinard ruled that Plaintiff Anasti was not bound by the Probate Court orders because the Probate Court lacked subject matter jurisdiction over the property. The Order does not specifically address the legal effect of Plaintiff Anasti's release.

The Order does not address other important affirmative defenses, including the defense of statute of limitations. Section 15-3-340 S.C. Code states:

> No action for the recovery of real property or for the recovery of the possession of real property may be maintained unless it appears that the plaintiff, his ancestor, predecessor, or grantor, was seized or possessed of the premises in question

within ten years before the commencement of the action.

Here, Plaintiff Anasti did not commence suit until January 26, 2007. The undisputed evidence in the record established the property was conveyed to Ms. Lee through a deed of distribution in 1996. Thus, Plaintiff Anasti did not commence suit within 10 years from the last date that "the plaintiff, his ancestor, predecessor, or grantor" possessed the property. *See also, Stamper v. Avant*, 104 S.E. 2d 565, 570 (S.C. 1958) (quoting *Rice v. Bamberg*, 38 S.E. 209, 212 (S.C. 1901) (holding statute of limitation commences against a remainder-man upon the death of the life tenant)). In addition, the Order does not address the defense of laches. *See Byars v. Cherokee County*, 118 S.E.2d 324, 329-330 (S.C. 1961). Ms. Lee raised both of these defenses in her Affidavit submitted in opposition to Plaintiff's summary judgment motion. Lee Affidavit at ¶ 15, Exhibit 28.

Ms. Lee appealed the order granting summary judgment to the Court of Appeals. [Notice of Appeal, Exhibit 4] The Court of Appeals ultimately dismissed the appeal as untimely and never reached the merits of the case. [Order of Dismissal, Exhibit 5] Significantly, Plaintiff filed a motion for sanctions against Megna in the Court of Appeals raising the same issues that are now being presented to this Court. [Plaintiff's Motion for Sanctions and Memorandum In Support, Exhibit6]. Megna submitted a response to the sanctions motions. [Exhibit 7]In an unanimous ruling, the Court of Appeals denied Plaintiff's motion for sanctions. Plaintiff is bound by the Court of Appeals ruling. [Order, Exhibit 8]

II.

MEGNA SIGNED ALL PLEADINGS AND MOTIONS IN GOOD FAITH AND IN KEEPING WITH THE INSTRUCTIONS OF HIS CLIENT.

A party seeking sanctions under Rule 11 must prove an attorney signed a pleading or motion "to cause delay or when no good grounds exist to support the filing." *Ex parte Bon Secours-St. Francis Xavier Hosp., Inc.*, 713 S.E.2d 624, 628 (S.C. 2011). Megna had solid grounds to support each of the affirmative defenses presented in response to Plaintiff Anasti's claims. In fact, Megna was ethically obligated to zealously pursue these defenses on behalf of his client. *See* Rule 32, Rules of Practice in the Supreme Court of South Carolina, Code of Professional Responsibility, Can. 7; *Watson v. Sellers*, 385 S.E.2d 369, 372 (S.C. Ct. App. 1989). Megna provided his client sound legal advice for her consideration. Ms. Lee's affidavits and deposition testimony clearly indicate she was of the firm belief the Two Notch property belonged to her, and that the transfer of the property to her during the probate proceedings was her deceased father's desire.

In her affidavit to this court dated September 12, 2007 (Exhibit 9), Ms. Lee stated:

. . .

> 2. On or about November 16, I was appointed the Personal Representative of my father's estate. My father told me that the Two Notch property would belong to me because he assisted Jim with attorney's fees and living expenses when Jim left the country in the early 1990's after being accused of sex crimes concerning a minor with another man in Florida. I learned of the allegations based on newspaper articles... My father told me he had paid Jim's attorney fees and was assisting Jim with living expenses even though it caused him personal and financial stress. Jim and I were my father's sole beneficiaries and I know my father intended to make as certain as possible that I was provided equivalent funds that Jim had received while he was trying to elude prosecution of the molestation charges made against him.

Furthermore, the undisputed evidence established that Plaintiff Anasti through his general power of attorney executed a complete release of claims against Ms. Lee, knowing that the disputed property was being conveyed to her as directed by their father in his Will. Deposition of James Anasti dated June 26, 2007, p.5 ll. 17-22, p. 8 ll. 8-25. [Exhibit 10][General Power of

Attorney, Exhibit 11] [Release and WaiverExhibit12]. When questioned about the release and waiver in his deposition, Plaintiff Anasti testified as follows:

Q. **[Megna]:** That is a receipt and release filed in the Richland County Probate Court. Is that what it is?

A. **[Plaintiff Anasti]:** It says receipt and release.

Q. **[Megna]:** Who signed that document?

A. **[Plaintiff Anasti]:** Joseph Gravelyn

Q. **[Megna]:** On whose behalf?

A. **[Plaintiff Anasti]:** In my behalf.

Q. **[Megna]:** Was Mr. Gravelyn fully authorized to sign that document?

A. **[Plaintiff Anasti]:** Yes.

Deposition of James Anasti, page 13, lines 7-13. Exhibit 13

Moreover, Plaintiff Anasti never had any justification for ignoring his interest in the property after their father's death. First, Plaintiff never claimed that he was misled by Ms. Lee about the property. When asked specifically during her deposition as to whether or not Plaintiff Anasti knew of any false statements Ms. Lee had ever made to Plaintiff Anasti in regard to the Two Notch property, he testified as follows:

Q. [Megna]: Do you know of any false statements that Ms. Lee has made to you in regard to the property on Two Notch Road?

A. (Plaintiff Anasti) No. None whatever.

Deposition of James Anasti dated June 26, 2007, page 5, lines 187-22. Exhibit 13.

Q: **[Megna]** Do you claim you have been misled by Ms. Lee in any particular way?
A: **(Plaintiff** Anasti) No.

Deposition of James Anasti dated June 26, 2007 -- page 25, lines 7-9. Exhibit 13

Moreover, on January 6, 2000, the Dallis Law Firm conducted a real estate closing wherein Ms. Lee sold the Two Notch property to Wilson and Goodwin. The sales price was $177,000.00. The Dallis Law Firm reported that Ms. Lee had good, marketable title to the Two Notch property. The closing/sale was accomplished by general warranty deed, a $50,000.00

down payment and owner financing. Ms. Lee received a note and mortgage for $127,000.00. However, on December 16, 2002, the South Carolina Department of Transportation filed a lawsuit against Plaintiff Anasti, Ms. Lee, Wilson and Goodwin requesting the Court condemn a portion of the Two Notch Road property to widen the Two Notch Road. Plaintiff Anasti took no action in the matter. [DOT Condemnation Complaint, Exhibit 14]. When asked about the matter during his deposition, Plaintiff Anasti stated:

> A. **[Plaintiff Anasti]:** Well, when I was notified about this Highway Department situation, and something had to be settled on it, and I was in Australia. I had no way of handling any of that, and I just told Joe to take that and just take it to James L. Mann's office and give it to Jimmy Mann and let him handle it, because I didn't know. There was no way I could handle anything.
>
> Q. **[Megna]:** So you first became aware that – well you tell me what did you become aware something needed to be handled by Mr. Mann?
>
> A. **[Plaintiff Anasti]:** It was something to do with the sidewalk or easement on the place that they have -- a decision had to be made or something. They wanted to fix the place it or put a sidewalk in or some deal, and I mean I wasn't in any position, I was gone, so nothing I could do, and I said just take it to Jimmy Mann and give it to him and let him handle it.
>
> Deposition of James Anasti dated June 26, page 22, lines 1-5, page 23. Exhibit 13.
>
> Q. **[Megna]:** So, in other words, you didn't do anything about it at all?
>
> A. **[Plaintiff Anasti]:** Only that they were going to pay for the property they wanted to put a sidewalk down.
>
> Q. **[Megna]:** You operated entirely through your power of attorney?
>
> A. **[Plaintiff Anasti]:** Yes. Well. I mean I gave it to Jimmy Mann, for the legal thing, and is why I told Joe (Gravelyn) to take it and give it to Jimmy.
>
> Deposition of James Anasti dated June 26, 2007, page 23, lines, page 6-14) (Exhibit 13).

On November 12, 2004, Wilson and Goodwin initiated a suit against Ms. Lee (2004-CP-40-5333). They alleged Ms. Lee was not the owner of the property she had sold them. They did not seek to quiet title; they alleged negligence and fraud – and sought damages. On March 24,

2005, Megna answered Wilson and Goodwin's complaint on behalf of Ms. Lee, with her understanding being that that she owned the Two Notch property based on the release and waiver of any claims regarding the ownership of all real property distributed through the Estate signed by Plaintiff Anasti's attorney-in-fact (Mr. Gravelyn) during the probate court proceedings. [Exhibit 12]. Similarly, Ms. Lee claimed ownership based on adverse possession and ouster. Ms. Lee also sought to foreclose on the note and mortgage provided by Wilson and Goodwin to Ms. Lee. In a Third Party/Crossclaim negligence suit against Dallis Law Firm, Megna alleged that if Ms. Lee did not own the property, the defect in title was due to the negligence of the Dallis Law Firm.

On January 26, 2007, more than ten years following the signing of the written release to the Two Notch property by Plaintiff Anasti (though Mr. Gravelyn as Anasti's attorney-in-fact) and more than ten years following the filing of the probate court deed of distribution, Truslow filed a new and separate lawsuit against Ms. Lee, as well as Wilson and Goodwin seeking to quiet/clear title to the Two Notch property, and for an accounting and for damages.

Plaintiff Anasti through counsel improperly relies upon certain attorney-client communications between Megna and Ms. Lee asserting that the defenses were acknowledged to be frivolous and pursued solely for purposes of delay. Plaintiff's Memorandum at p. 6. As explained below, this Court should strike reference to these attorney-client privileged documents from Plaintiff's memorandum and argument. Moreover, the two letters were written in January 2005, two years before Plaintiff Anasti filed suit against Ms. Lee. These two letters discuss the separate lawsuit brought by Wilson and Goodwin that was subsequently dismissed. Lastly, the factual predicate being discussed is significantly different because by the time Plaintiff Anasti filed suit against Ms. Lee, ten years had lapsed from the date the property was deeded to her

through the probate court. In 2005 however, the prescription period under adverse possession had not yet been satisfied solely by Ms. Lee's acquisition. In addition, the 10 year statute of limitations had not yet expired on any claim held by Plaintiff Anasti

Plaintiff Anasti also argues that Megna, on behalf of Ms. Lee, took inconsistent positions in the 2005 lawsuit. Plaintiff asserts that the professional negligence claims brought against the Dallis Law Firm alleging a defect in marketable title are inconsistent with the defense in the 2005 lawsuit brought against Wilson and Goodwin. First, there is nothing improper about asserting alternative theories or positions in litigation. In fact, the Rules of Civil Procedure provide for it. Under Rules 8 and 18, a party may join "as alternate claims as many claims, legal or equitable, as he has against the opposing party, even if the claims are inconsistent." *Harper v Ethridge*, 348 S.E.2d 374, 377 (S.C. Ct. App.1986). Lastly, Plaintiff does not have any standing to complain about the defenses raised or claims made on behalf of Ms. Lee in the 2005 action or any crossclaim she alleged against the Dallis Law Firm. None of the parties in that litigation asserted any allegation of misconduct against Ms. Lee or Megna and the time has long passed for anyone to do so.

There is absolutely no validity to Plaintiff's assertion that Megna and his client pursued frivolous defenses to Plaintiff's claims. Rather, Plaintiff, by his total failure to assert any ownership interest in the property at the time of their father's death, by his consent to the property distribution in the probate court and by his failure to assert any claim of ownership until more than 10 years after the property was deeded to Ms. Lee, is responsible for the confusion that existed over the ownership of the property.

III.
PLAINTIFF'S MOTION FOR SANCTIONS BEFORE THIS COURT WAS PREVIOUSLY DENIED BY THE SOUTH CAREOLINA COURT OF APPEALS ON MAY 9, 2007 AND IS BARRED BY *RES JUDICATA* AND THE LAW OF THE CASE

On May 2, 2009, while this case was in the State appellate courts, Plaintiff Anasti filed a motion for sanctions in the Court of Appeals **[Exhibit 6]** against Megna, requesting the Court grant Plaintiff $188,198.81 in sanctions, costs and expenses. The allegations before the Court of Appeals and the documents submitted in support of the "Motion for Sanctions" are nearly identical to the memorandum and documents Truslow has now filed in this Court. In fact, in the body of the motion before the Court of Appeals, the Plaintiff and Truslow specifically stated that:

> Respondent [Anasti] relies "on the entire record in this case including but not limited to the Orders of the Lower Court, the Order(s) of the Bankruptcy Court and District Court and such Memorandum(s) (sic), Affidavit(s) and Exhibits as may be presented."

Plaintiff also re-asserts before this Court as he did before the Court of Appeals that Megna committed misconduct in the bankruptcy court proceedings. As noted below, a State court has no jurisdiction over matters that occur during federal bankruptcy court proceedings because the federal courts have original and exclusive jurisdiction over bankruptcy cases and claims. *See* 28 U.S.C. § 1334(a). Plaintiff omits the fact that all of the bankruptcy proceedings occurred more than one year after the Notice of Appeal was filed and after the Court of Appeals had exclusive jurisdiction of the case – not this Court. This Court has no jurisdiction to consider matters that occurred while the case was on appeal.

By order dated May 9, 2009, the Court of Appeals unanimously denied Plaintiff's "Motion for Sanctions." [Exhibit 8] Plaintiff did not seek further review of the order denying sanctions and therefore this ruling is the law of the case. *See Charleston Lumber Co., Inc. v. Miller Housing Corp.*, 525 S.E.2d 869, 871 (S.C. 2000) (stating an ruling of the Court of

Appeals that is not appealed to the Supreme Court is the law of the case:"[I]t was incumbent upon Charleston Lumber to seek rehearing and/or petition this Court for a writ of certiorari (from the decision of the Court of Appeals) or be bound by *Charleston Lumber I* as the law of the case."); *see also*, *Judy v. Martin*, 674 S.E.2d 151, 153 (S.C. 2009) ("Under the law-of-the-case doctrine, a party is precluded from re-litigating, after an appeal, matters that were either not raised on appeal, but should have been, or raised on appeal, *but expressly rejected by the appellate court.*") (emphasis added). In *Nelson v. Charleston & Western Carolina Railway Co.*, 98 S.E.2d 798, 800 (S.C. 1957), the South Carolina Supreme Court held ,"The law of the case applies both to those issues explicitly decided and to those issues which were necessarily decided in the former case." *See also*, *Johnson v. Bd. of Comm'rs of Police Ins. & Annuity Fund of State*, 68 S.E.2d 629, 633 (S.C. 1952) ("The rulings in a case even though admittedly wrong become the law of the case and [are] *res judicata* between the parties.") (emphasis added). The ruling on Plaintiff's motion was not remanded for this Court to consider. Rule 205, SCACR. "[A] trial court has no authority to exceed the mandate of the appellate court on remand." *S.C. Dep't of Soc. Servs. v. Basnight,* 551 S.E.2d 274, 279 (S.C. Ct. App. 2001) (citing 5 Am.Jur.2d *Appellate Review* § 784, at 453 (1995)). The mandate of the appellate court is jurisdictional. *Id.* The trial court has a duty to follow the appellate court's directions. *Ackerman v. McMillan,* 477 S.E.2d 267, 268 (S.C. Ct. App. 1996). The actions complained of by Plaintiff were resolved during the appellate proceedings.

IV.

THIS COURT HAS NO JURISDICTION OVER MATTERS THAT OCCURRED DURING MS. LEE'S FEDERAL BANKRUPTCY PROCEEDINGS.

Initially, it is important for this Court to recognize that there were no sanctions or other penalties assessed against anyone for any reason during the bankruptcy proceedings. In fact, as

noted herein, the bankruptcy was extremely successful allowing Ms. Lee to save her home and discharge tens of thousands of dollars of unsecured debt. [See Exhibit 15- full and complete discharge of debts entered by bankruptcy court on behalf of Ms. Lee].

Megna's client filed for bankruptcy protection in February 2009 because she was facing the imminent loss of her home. [See, Exhibit 16-Bankruptcy Schedules]. This was explained to Truslow in writing along with an offer of settlement that would have granted Plaintiff Anasti complete ownership of all the Two Notch property in order to settle the litigation between the parties. [See Exhibit 17]. . Truslow, on behalf of Anasti, rejected the offer. Ms. Lee had in excess of $82,200 in debt, as well as several creditors with unknown claims for which she had no way of paying. [Exhibit 16] Additionally, Ms. Lee was facing potential liability of several hundred thousand dollars as a result of the litigation regarding the Two Notch property. The filing of the bankruptcy case "automatically stayed" the State appellate proceedings until the matters involved in the bankruptcy case were resolved. The bankruptcy proceedings concluded with a ruling that Ms. Lee, as a Chapter 13 debtor-in-possession, could not litigate the ownership of the Two Notch property in federal court without permission of the Chapter 13 trustee. [2]

Furthermore, the bankruptcy court ultimately found that Ms. Lee's bankruptcy action was filed in good faith, complied with all requirements of the bankruptcy code, and thus this Court has no jurisdiction over matters that occurred during Ms. Lee's federal bankruptcy proceedings. After noting some concern very early in the case and prior to considering Ms. Lee's eligibility

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[2] On May 17, 2013, the Fourth Circuit reversed course and ruled that that a Chapter 13 debtor-in-possession could, in fact, bring actions on behalf of the Chapter 13 estate. This ruling reversed thirty years of prior bankruptcy case law in the District of South Carolina that had prevented Ms. Lee from bringing her action in federal bankruptcy court in the first instance. *Wilson v. Dollar General*, 717 F.3d 337, 344 (4th Cir. 2013) (quoting *Cable v. Ivy Tech State College*, 200 F.3d 467, 473 (7th Cir. 1999). ("[A] Chapter 13 debtor 'steps into the role of trustee and exercises concurrent authority to sue and be sued on behalf of the estate.'") (internal citation omitted)) Exhibit 25.

for bankruptcy relief, the bankruptcy court subsequently confirmed a Chapter 13 plan of reorganization based on the overwhelming debts and financial obligations that she could not otherwise meet. The bankruptcy court's confirmation of Ms. Lee's Chapter 13 plan allowed her to be relieved of substantial unsecured credit debt and potential judgments due to this litigation, and to keep her family home by making additional payments to the bank to prevent foreclosure actions being filed against her. See Exhibit 33-schedule of debts.

On September 13, 2013, the bankruptcy court issued its order [Exhibit 15] granting Ms. Lee a full and complete discharge of all of her debts (including the damages resulting from the disputes surrounding ownership of the Two Notch property) because Ms. Lee had completed her legal obligations required by the bankruptcy court under the confirmed Chapter 13 plan of reorganization. The bankruptcy court's order of discharge specifically states the Court was granting Ms. Lee a full and complete discharge of her debts pursuant to the requirements of 11 USC § 1325(a) which requires the bankruptcy court make findings of fact, that, among other,

> * * *
>
> (3) [That Ms. Lee's Chapter 13] plan has been proposed in good faith and not by any means forbidden by law;
>
> (7) [That the chapter 13 bankruptcy] petition was in good faith. . .

Ms. Lee was offered all the judicial means afforded to her under Federal and State laws to remedy her difficulties in a sincere desire to afford her the best possible outcome in a lengthy, emotional, and difficult situation. While the outcome of the Bankruptcy proceedings may have been less than desirable from Plaintiff Anasti's point of view, the outcome was within the law, and well within Ms. Lee's rights to pursue as thoughtful and prudent relief for her circumstances. Megna should not have to defendant against retaliatory allegations of misconduct for zealously representing his client.

V.

TRUSLOW'S ASSERTIONS OF MISCONDUCT REGARDING INCOMPLETE DISCOVERY ARE FRIVOLOUS AND UNFOUNDED.

Megna produced all documents provided to him by his client during the course of discovery. His client, Ms. Lee provided an affidavit confirming that she had produced all documents in her possession to Megna. [Exhibits 18,19] In addition, Megna's legal assistant, Ms. Harriet Hobbs, filed an affidavit with this Court stating she had inspected the file of Megna, and that all documents had been produced to Truslow. [Exhibit 20] Notably, by letter dated June 8, 2007 [Exhibit 21], Megna provided Truslow with modified answers to interrogatories and apologizing, once again, that a CD containing the discovery documents had been sent to Truslow from Megna's Darlington office without a letter of explanation. Truslow has used this CD argument repeatedly although he actually had possession of the documents.

Ms. Lee and her daughter have also submitted an affidavit indicating Megna acted at her direction and that she advocated and agreed with the course of the proceedings. [Exhibits 22,23]. Moreover, on September 19, 2007, Truslow was served with an affidavit of Ms. Lee that, among other matters, stated, under oath:

> 1. I have reviewed the answers to interrogatories submitted in this case, and upon information and belief, believe the [answers] reasonable and responsive to the questions asked. I further submit, however, that my affidavit filed with on 9-13-07 should be considered in these matters.
>
> . . .
>
> 3. I have reviewed my files and have not located any further documents requested by the Plaintiff except my tax returns that I continue to believe are (not – *sic*) relevant to this case.
>
> [Exhibit 18].

On January 7, 2008, Ms. Lee filed another affidavit which was provided to Truslow which states as follows:

1. I do not have any additional information, tax returns, paperwork or documentation that has not been produced and made available to the Plaintiff's attorney, Douglas Truslow.

2. I have reviewed my files and have not located any further documents requested by the Plaintiff.

[*See* Exhibit 19, affidavit of Ms. Lee dated January 7, 2008].

In addition, Plaintiff complains that Ms. Lee misrepresented her health problems to avoid participating in discovery. However, this is not correct. Megna previously submitted Ms. Lee's medical records to Judge Kinard to verify her medical condition. These records unequivocally indicate Ms. Lee was suffering significant medical difficulties during 2007.[3]

The factual record establishes that Megna produced all records provided to him by Ms. Lee. Ms. Lee further represents that she produced all of the records in her possession. Plaintiff never obtained an order compelling Defendants to produce documents that she was withholding. Moreover, Plaintiff never obtained a ruling that Defendant Lee violated any discovery order. In summary, there simply is no basis for Plaintiff's belated discovery complaints.

VI.

MEGNA MADE WRITTEN OFFERS TO TRUSLOW ATTEMPTING TO SETTLE THE LITIGATION BETWEEN THE PARTIES.

Plaintiff's counsel asserts that he made an oral proposal to settle this litigation and that Megna refused to negotiate. However, this is not correct. Rather, Megna, on at least two separate occasions, submitted written offers to Truslow to settle the litigation.

Offer Number 1: On April 15, 2009, Megna wrote Truslow proposing to end the litigation by returning the property to (Plaintiff Anasti???)(prior to filing or converting

[3] These medical records should still be in the Court's file under seal. If not, Megna will re-file the same.

her bankruptcy case from a Chapter 7 bankruptcy to a Chapter 13 bankruptcy). The letter, in part, stated:

> Ms. Lee indicates she would be willing to drop her state court appeal in return for a simple order that ends all matters between the parties except she will also agree that the order of Judge Kinard awarding Mr. Anasti possession of the Two Notch property becomes final. (second sentence of paragraph 1 on page 2 of letter).

Exhibit 24.

Offer Number 2: On July 9, 2010, Megna wrote Truslow an email that stated among other matters the following:

> . . . We both understand the other will not give up, and we are at a stalemate. Let it be – or not. We can continue litigating the matters . . . Or, we can talk to our clients and request they settle the matters between themselves. You decide. . . . I am in favor of settlement, but I am equally determined to move forward with the entire litigation if I must.

Exhibit 25.

All subsequent litigation involving these matters may have been avoided had Truslow, on behalf of Plaintiff Anasti, simply accepted the offer. However, Truslow did not respond to the offer.

Plaintiff Anasti has submitted an affidavit of a person who claims they were interested in purchasing the Two Notch Road property but was unable to buy it because of the pending lawsuit. Plaintiff contends that the pendency of the lawsuit prevented him from selling the property to this prospective purchaser. However, this contention is totally without merit. First, if Plaintiff had a willing and able buyer and Plaintiff wished to sell the property during the pendency of the lawsuit, Plaintiff through his counsel should have notified Ms. Lee and her counsel. The parties could have agreed to sell the property and put the proceeds in escrow to be dispersed in accordance with the Court's ruling. Obviously, Ms. Lee was desirous of selling the property and would have been willing to agree to any fair deal. Even if Ms. Lee had been

unwilling to sell the property during the pendency of the litigation, Plaintiff could have filed a motion with the Court to force a sale. Neither ever happened. If there was a missed opportunity to sell the property during the pendency of the litigation, it cannot be blamed upon Megna.

Moreover, Plaintiff's claim for attorney's fees in the amount of $188,198.81 is likewise without merit. First, there is absolutely no basis to support any award of sanctions against Megna. In addition, there is no evidence that attorney's fees and costs were actually incurred by Plaintiff Anasti in the first instance. Nor is there any evidence before this Court as to the justification of the fees and costs requested by Truslow. Absent such evidence, there cannot be an award for fees and costs assessed against another party. *See Williamson v. Middleton,* 681 S.E.2d 867, 870-71 (S.C. 2009) (holding that where there is no competent evidence that attorneys' fees and costs were actually incurred, they cannot be awarded).

VII.

PLAINTIFF MAY NOT RELY UPON ATTORNEY-CLIENT PRIVILEGED DOCUMENTS THAT WERE INADVERTENTLY DISCLOSED TO HIM DURING DISCOVETRY AND MUST BE ORDERED TO RETURN THE DOCUMENTS AS REQUIRED BY RULE 26(b)(5)(B), SCRCP

On or about June 14, 2007, Megna called Truslow on the telephone in an attempt to resolve Truslow's continuing accusations of unmet discovery requests. As noted by the affidavit of Megna's assistant Harriet Hobbs, Megna agreed to allow Truslow to review all non-privileged documents from his litigation file in an effort to put to rest any dispute about Ms. Lee's compliance with her discovery obligations. [Exhibits 26,27] Megna and Ms. Hobbs thought they had removed all correspondence with their client, Ms. Lee, prior to making the file available to Truslow. As Ms. Hobbs notes in her affidavit, she delivered the file to Truslow's office for his inspection and copying (Exhibit 20 – paragraph 3), he inspected and copied the documents he

wished (Exhibit 20 – paragraph 2), and Truslow ***never mentioned*** that he had located and copied a letter from Megna to Ms. Lee. (Exhibit 20 – paragraph 3).

Unknown to Megna or Ms. Hobbs, Truslow made a copy of the privileged communication from Megna to his client that Megna had unintentionally left in the file that was produced to Truslow. Truslow retained the letter from Megna to Megna's client without notifying Megna or his paralegal as required by Rule 26(b)(5)(B), S.C. Rules Civ. P. and Rule 4.4(b), Model Rules of Professional Conduct (Rule 407:4.4(b), S.C. App. Ct. R.) Rule 4.4(b) provides:

> (b) A lawyer who receives a document relating to the representation of the lawyer's client and knows or reasonably[4] should know that the document was inadvertently sent shall promptly notify the sender."

The Official Comments to Rule 4.4(b) explain this this rule "recognizes that lawyers sometimes receive documents that were mistakenly sent or produced by opposing parties or their lawyers. If a lawyer knows or reasonably should know that such a document was sent inadvertently, then this Rule requires the lawyer to promptly notify the sender in order to permit that person to take protective measures.

When Megna discovered that Truslow had copied obvious attorney-client confidential information, Megna demanded that Plaintiff's counsel destroy any and all copies. Truslow refused. Megna then made a Rule 26(b)(5)(B) Motion for a Protective Order [Exhibit 27] Despite the plain language of Rule 26(b)(5)(B), SCRCP that requires that Plaintiff "*must promptly present the information to the court under seal for a determination of the claim,*" Plaintiff continues to ignore Rule 26 and to use the letter in an attempt to support the frivolous

[4] Rule 1.0(l): "Reasonably should know" when used in reference to a lawyer denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.

sanctions motion.

Rule 26(b)(5)(B) states:

> **(B)Information Produced.** If information produced in discovery is subject to a claim of privilege or of protection as trial preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. ***After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The producing party must preserve the information until the claim is resolved.***

(emphasis added).

The third page of Exhibit B is a docket sheet from the Court evidencing the Motion for a Protective Order was entered on the court docket and remains unresolved. In addition to refusing to comply with 26(b)(5)(B), Truslow has extensively quoted from the privileged communication in his memorandum (a matter of public record) recently filed in this Court as well as other documents. In addition, Truslow omitted the most important sentence in the document - the last sentence of paragraph 2 of the communication to Ms. Lee clearly evidences that Megna was advising Ms. Lee as to possible legal options available to her.

Therefore, not only did Plaintiff and Truslow intentionally retain the communication between Megna and his client, but they also:

(a) refused to honor the requirements of Rules 407, 4(b), S.CACR, and Rule 26(b)(5)(B), SCRCP,

(b) refused to submit the matter to this court as required by Rule 26(b)(5)(B), SCRCP,

(c) disregarded the Motion for a Protective Order filed with this court, and

(d) repeatedly published the communication in public files with this Court and the

appellate courts as well as the federal courts and other individuals in direct violation of Rule 26(b)(5)(B), SCRCP, and Rules 407:4.4(b), SCACR.

In summary, prior to the filing of the Order of Protection, Megna sent Truslow a letter dated August 22, 2007 [Exhibit 28] that reiterated that the communications taken by Truslow were attorney-client privileged and attorney work-product. Truslow did not reply. Megna wrote Truslow a second letter dated August 27, 2007 informing Truslow he was violating Rule 26(b)(5)(B), SCRCP. [Exhibit 29] Truslow replied by letter dated September 10, 2007, stating he did not see the 2005 and 2006 letters from Megna to Ms. Lee as privileged because, in his opinion, (a) the privilege had been waived and (b) he considered the letters promoting a tort. [Exhibit 30] Megna responded by letter dated September 13, 2007 [Exhibit 31]informing Truslow that his actions were a breach of trust to the court and all involved.

Respondent Megna requests this Court enter an order of protection requiring Truslow to immediately return all copies of the documents to Megna, to take *all* remedial measures necessary to remedy the harm he has caused by failing to abide by the legal and ethical requirements of Rule 26(b)(5)(B), SCRCP and Rule 407:4.4(b), SCACR, including but not limited to:

a. returning all copies of the privileged communications to Megna regardless of their format,

b. Redacting all information from the public documents that contains excerpts or information derived from the privileged communication,

c. Identifying all persons or entities to whom he has provided the documents to, or provided with information pertained in the documents;

d. Removing all allegations made against Megna using the privileged communications,

e. Dismiss or deny Plaintiff's motion for sanctions; and

f. All other efforts needed, necessary or useful to returning matters to their status quo prior to Truslow's knowing violations of Rule 26(b)(5)(B), SCRCP and Rule 407:4.4(b), SCACR.

Megna further requests that this Court strike any reference to the attorney- client privileged letters from Plaintiff's memorandum in support of the sanctions motion and to impose any other sanctions against Plaintiff and/or his counsel as the Court deems appropriate.

VIII.

PLAINTIFF'S ALLEGATIONS CONCERNING THE AUGUST 9, 2007 DEPOSITIONS ARE BASELESS AND CONTRADICTED BY TRUSLOW'S OWN WORDS AT THE DEPOSITION

Truslow has made allegations of impropriety concerning a deposition taken more than six (6) years ago on August 9, 2007. Prior to Truslow noticing the depositions of Wilson and Goodwin, Megna conducted depositions of Wilson and Goodwin in a related case and did not need to depose them again. Initially, Truslow noticed the depositions for the last week of July, 2007. On July 20, 2007, Megna wrote Truslow [Exhibit 32]stating he had long-standing vacation planned for the last week of July and requested the depositions be rescheduled. Truslow agreed. The depositions were rescheduled for August 9, 2007. At the last minute, Megna had an unanticipated conflict. Not wanting to delay Truslow's depositions, and as Megna had previously taken the depositions Truslow wished to re-take, Megna requested his paralegal, Ms. Harriet Hobbs, call Truslow and ask if she could "listen in" on the depositions. Ms. Hobbs did not participate in any way in the depositions. She identified herself as a paralegal who wished simply listen and take notes if everyone agreed – as the deposition testimony reflects. Everyone agreed. Ms. Hobbs called Truslow's office, and requested she be allowed to listen and take notes. *While on the record, all parties, including Truslow agreed to the arrangement prior*

to the beginning of the deposition. Moreover, at Truslow's request, all parties waived all issues relating to the manner in which the deposition was taken.

In the August 9, 2007 depositions, Truslow stated on the record as follows:

> Truslow: . . . Megna, who represents Gina Lee had asked to be available by telephone . . we agreed, all sides agreed to allow him to do that. . . .It's now about 10:15 and his paralegal, Harriet Hobbs, is on the other line. She's called and indicated he is involved in some other affairs and asked that Ms. Hobbs be allowed to listen in while the deposition is being taken. That Megna was going to waive any, to the extent there were any irregularities, he would waive them *and we would waive them and everybody is agreeable to allow the deposition to continue under these unique circumstances.* Is that correct, Ms. Hobbs?
>
> Ms. Hobbs: Yes.
>
> Truslow: Is that agreeable with you, Mr. Earle?
>
> Mr. Earle: Yes.
>
> Deposition of Lance Wilson, August 9, 2007, Page 1, lines 11-25, p. 2, and lines 1-5.

[Exhibit 33]

Respectfully, Truslow's assertions to this Court are not accurate. As noted above, the deposition was neither delayed nor rescheduled at the request of Megna. In fact, just the opposite was true. Megna did not request the deposition be rescheduled because of the unanticipated conflict. He requested that it go forward so as not to inconvenience the parties. Moreover, Truslow, as well as all other parties, waived all objections as Truslow stated in his own words.

Truslow has also asserted that Ms. Lee's health problems were non-existent and a ploy for discovery to be extended. This Court has Ms. Lee's medical records filed under seal that demonstrate otherwise. Plaintiff's accusations regarding Ms. Lee's health are perplexing.

IX.

A.

PLAINTIFF'S ASSERTIONS OF MISCONDUCT IN REGARD TO THE MISSPELLINGS AND THE AFFIDAVIT OF MS. LEE SUBMITTED TO JUDGE KINARD ARE FRIVOLOUS AND PETTY

Plaintiff brought this issue before the Court of Appeals in the "Motion for Sanctions"; it was filed and it was denied by the Court on May 9, 2011. The decision of the Court of Appeals is final and the "law of the case." Truslow does not get an opportunity to re-litigate the same issue. The law of the case applies both to those issues explicitly decided and to those issues which were necessarily decided in the former case." *Nelson v. Charleston & Western Carolina Railway Co.*, 231 S.C. 351, 357, 98 S.E.2d 798, 800 (1957). Most importantly, when the issue was brought to Megna's attention in April, 2010 by Truslow, Megna ***immediately*** sent Truslow a note of apology stating "There has never been any intention on my part to be disrespectful or hurtful to you. I sincerely apologize. From this point forward, I will be much more careful." [Exhibit 34] In addition to the foregoing, Megna had explained to Truslow in an email dated July 9, 2010 [Exhibit 25]that he had an accident that had nearly severed a finger, and that his typing was obviously affected. In point of fact, the finger was nearly 80% severed by an electric saw, required numerous stitches at a hospital emergency room, and required Megna to wear a 24 hour hand and finger brace for several months. Megna did not regain full range of motion for many months following the incident.

B.

In addition to the foregoing, Truslow has complained that Megna presented inappropriate affidavits of Ms. Lee before Judge Kinard. On page 2, footnote 2 of Judge Kinard's order granting Truslow's client partial summary judgment, (Judge Kinard stated:

[2] Plaintiff has objected that the affidavit submitted by Defendant Lee was in a format inconsistent with SCRCP 56(e). This objection has no merit. Under Rule 56(e) the affiant must be competent to testify to the matters contained in the affidavit and the court may at its discretion allow affidavits submitted with a Motion for Summary Judgment "to be opposed by... further affidavits." SCRCP 56(e). In this instance Defendant Lee submitted an affidavit at the request of the court in response to Plaintiff Anasti's affidavit in support of his Motion for Summary Judgment. Defendant Lee's affidavit was properly sworn, served to the parties, and it is not disputed that defendant Lee was competent to testify. Thus, the objection to the format of Defendant Lee's affidavit is overruled.

2

Judge Kinard's ruling regarding Ms. Lee's affidavit is the law of the case. *See Tisdale v. Amer. Life Ins. Co.*, 56 S.E.2d 580, 581 (S.C. 1950); *Dinkins v. Robbins,* 203 S.C. 199, 26 S.E.2d 689, 690 (S.C. 1943).

Ms. Lee has consistently testified throughout the proceedings that she believed she was the sole owner of the property per her father's wishes as evidenced in his last Will and Testament, and by openly caring for the property upon her father's death in October 1995. Plaintiff Anasti's release and waiver signed during the probate proceedings, and the deed from the probate court filed in the office of the Richland County Clerk of Court demonstrate that Plaintiff Anasti's power of attorney was specifically recognized in the release and waiver signed on behalf of Mr. Anasti. In *Woods v. Bivens,* 354 S.E.2d 909, 911 (S.C. 1987) the South Carolina Supreme Court noted a defective deed is proof of intent for proving adverse possession. In *Wigfall v. Fobbs,* 367 S.E.2d 156, 157-158 (S.C. 1988), the Supreme Court specifically held that possession by mistaken belief in a dispute involving an entire tract of land (as opposed to boundary disputes) can constitute hostile possession for purposes of adverse possession.

The issue has always been whether or not Ms. Lee, Goodwin and Wilson had a sufficient basis to claim ownership of the property by adverse possession, laches, and waiver based on the

following facts: (1) the probate court deed filed in November 1996; (2) Ms. Lee's subsequent possession of the property for more than 10 years; coupled with (3) Plaintiff Anasti's knowledge of the Department of Transportation lawsuit as evidenced by his deposition testimony in the lawsuit was given to Mr. Mann in 2002..

Judge Kinard did not in any way indicate in his ruling that Ms. Lee's defenses were frivolous, asserted in bad faith or for some improper purpose. The simple fact is that Megna reasonably and zealously represented his client utilizing all judicial avenues afforded to him as the Rules of Ethics require, and he did so in a professional manner. That Ms. Lee did not ultimately prevail on the merits of her defense does not entitle the Plaintiff to an award of attorney's fees or any other type of sanction.

X.

MS. LEE PROVIDED FULL WRITTEN CONSENT AND AGREEMENT IN ACTIONS TAKEN ON HER BEHALF DURING THIS LITIGATION, INCLUDING DEFENDING THE SANCTIONS ACTIONS.

Ms. Lee was fully informed of all facets of the case, and as set forth in her certifications and affidavits, she was consulted and agreed with each significant decision made in the case. Megna hereby submits a compilation of non-privileged emails and correspondence in which Ms. Lee was copied. [Exhibit 35]. As is evident from the compilation, Megna kept his client fully informed of the developments in the case consistent with his professional obligations to her. Furthermore, there is absolute no evidence that Megna took any action in the defense of Plaintiff's lawsuit that Ms. Lee opposed.

CONCLUSION

There is absolutely no basis whatsoever for sanctions to be imposed against Megna. The defenses asserted by Megna on behalf of his client were well founded and appropriate. In fact, Megna would have been derelict in his duties to Ms. Lee had he not pursued these defenses. Moreover, most of the conduct about which Plaintiff complains occurred when the case was on

appeal with the Court of Appeals. The Court of Appeals previously denied Plaintiff's motion for sanctions and he is bound by that ruling. Lastly, Plaintiff's sanctions request is based almost entirely upon a privileged document that he misused in violation of Rule 26(b)(5)(B), SCRCP and Rule 4.3, SCACR. Further, the privileged letters do not even address the lawsuit brought by Plaintiff Anasti, but rather were written two years before Plaintiff commenced this instant action and addressed claims alleged by Goodwin and Wilson.

REQUEST FOR RELIEF

The undersigned respectfully requests this Court provide the following relief:

a. That this Court deny Plaintiff's motion for Sanctions against Megna as a matter of law and fact,

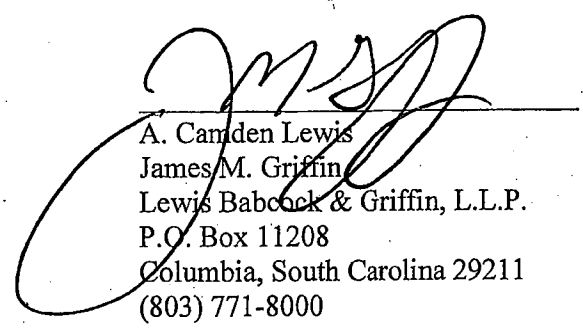
b. That this Court grant Megna's Motion for Protective Order,

c. That this Court enter an order of protection requiring Truslow to immediately take all remedial measures necessary to remedy the harm he has caused, including but not limited to redacting all information from the public documents that contains excerpts for the privileged communication, removing all allegations made using or referring to the privileged communications, informing all persons and courts who have reviewed the privileged documents or allegations based on the privileged documents that this Court has determined the documents are subject to the attorney-client and work-product doctrine, and the documents cannot and must not be used in any context,

d. That this Court require Plaintiff to inform the undersigned of the steps he has taken and the responses he has received in order to comply with the orders of this Court, and

e. For such other and further relief as the Court deems just and proper.

Respectfully submitted,



A. Camden Lewis
James M. Griffin
Lewis Babcock & Griffin, L.L.P.
P.O. Box 11208
Columbia, South Carolina 29211
(803) 771-8000

January 13, 2014
Columbia, South Carolina

EXHIBIT 1

A

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
IN THE FIFTH JUDICIAL CIRCUIT

JAMES A. ANASTI,

Plaintiff,

vs.

LANCE WILSON,
WILLIS GOODWIN,
GINA L. ANASTI LEE,
RICHLAND COUNTY CLERK
OF COURT

Defendants.

Docket Number: 2007-CP-40-00076

2007 JAN 26 AM 9:49
BARBARA A. SCOTT
C.C.C. & G.S.
RICHLAND COUNTY, S.C.

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber, at his office at 914 Richland Street, Suite B102, Columbia, South Carolina, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

DOUGLAS M. TRUSLOW
Attorney for Plaintiff
P. O. Box 1465
Columbia, SC 29202
(803)256-6276

Columbia, South Carolina
1/22, 2007

5

F)MANDATED ADR COUNTIES O.)

Florence, Horry, Lexington, Richland, Greenville and Anderson

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN; GINA L. ANASTI LEE, RICHLAND COUNTY CLERK OF COURT Defendants.	IN THE COURT OF COMMON PLEAS IN THE FIFTH JUDICIAL CIRCUIT Docket Number: COMPLAINT (Non-Jury)

RICHLAND COUNTY
2007 JAN 25 AM 9:49
BARBARA A. SCOTT
C.C.C. & G.S.

Plaintiff, complaining of the Defendants above named, alleges:

For a First Cause of Action

1. Plaintiff is a citizen and resident of Charleston County, South Carolina.

2. Defendants Lance Wilson, Willis Goodwin and Gina L. Anasti Lee are, on information and belief, citizens of Richland County, South Carolina and they may claim some interest in the real property described hereunder.

3. This case involves title and ownership to real property located in Richland County, South Carolina that is described herein, and this Court has jurisdiction over the parties and subject matter herein.

4. The real property that is at issue in the within lawsuit is located at 2325 Two Notch Rd., Columbia, South Carolina, and has the following legal description, to wit:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being on the Western Side of Two Notch Road (US #1) in the City of Columbia, County of Richland, State of South Carolina, and being more fully shown on a plat prepared for Ferris Hunter by William Wingfield, Registered Surveyor, dated February 18, 1958, and measuring and bounding as follows: Beginning at an iron pin on the Western Side of Two Notch Road (US Highway No. 1), and thence running North Sixty-Seven degrees nine minutes West a distance of 127.6 feet to an iron pin, thence turning and running North twenty-seven degrees fifty-four minutes East for a distance of 25.4 feet to an iron pin; thence turning and running North Sixty-Seven degrees seventeen minutes West a distance of 81.9 feet to an iron pin, thence turning North twenty-six degrees forty minutes a distance of 92.7 feet to an iron pin, thence turning and running South Sixty-Seven Degrees 00 minutes East for a distance of 222.9 feet to an iron pin, thence turning and running along Two Notch Road South Thirty Degrees One Minute West for a distance of 118.5 feet to the point of beginning; and having such shapes, metes, bounds and distances as shown on said latter plat.

5. The Richland County Clerk of Court is, on information and belief, holding in Trust funds that belong to the Plaintiff.

6. The aforesaid real property (hereinafter "property") is alleged to be owned by Plaintiff, and in support of that claim, he would show that on or about November 17, 1978 the then titled owner of the property Laura Corvi deeded the property over to Plaintiff and his father Albert A. Anasti as joint tenants with a right of survivorship, as is shown in the deed recorded on November 17, 1978 at Deed Book D 482, pages 756-758 and attached hereto as Exhibit 1.

7. On October 24, 1995 Albert A. Anasti died, so that the Plaintiff then became the sole owner of the property.

8. On or about November 16, 1995 Gina L. Anasti Lee was appointed as the Personal Representative of the Estate of Albert A. Anasti.

9. On or about October 25, 1996 Gina L. Anasti Lee prepared a "Deed of Distribution" so as to make it appear that she might be the owner of the aforesaid property on Two Notch Road, when in fact the said property was and is owned by Plaintiff. Plaintiff alleges that the "Deed of Distribution" is and was of no legal effect, is and was not in proper form and that any and all ownership claims and/or attempted transfer to or by Defendant Gina L. Anasti Lee is and was believed to be void, invalid and a nullity.

10. On or about January 6, 2002, Gina L. Anasti Lee attempted to transfer and deed the property over to Lance Wilson and Willis S. Goodwin or one of them, and that deed transfer and any supposed retainage of any rights relating to the property is also asserted to be of no legal effect

and is and was void, invalid, and a nullity as to the rights of the Plaintiff.

11. Plaintiff seeks to Quiet Title and have this Court declare that the deed to Gina L. Anasti Lee and any deed from Gina L. Anasti Lee, as well as any rights relating to said property are all void, invalid and a nullity. Further, Plaintiff seeks to have the Court declare, rule, and Order and to make clear that Plaintiff is the true and lawful owner of all rights to the property, to the exclusion of all others.

For a Second Cause of Action

12. Each and every allegation is repeated herein as if verbatim.

13. Plaintiff is informed and believes that at some point in the recent past, the South Carolina Department of Transportation took a portion of the property by way of eminent domain and attempted to pay some money to the owner. Plaintiff believes that those sums of money are being held by the Clerk of Court for Richland County, and Plaintiff seeks to have the Court declare that he is the true and lawful owner of those sums held by the Clerk of Court.

For a Third Cause of Action

14. Each and every allegation is repeated herein as if verbatim.

15. Plaintiff is informed and believes that Defendant Gina L. Anasti Lee has received certain funds from or for Lance Wilson and/or Willis Goodwin that are or should be the rightful property of the Plaintiff and he seeks an accounting and payment to him of those sums paid to her.

For a Fourth Cause of Action

16. Each and every allegation is repeated herein as if verbatim.

17. Plaintiff is informed and believes that Defendants Wilson and Goodwin are and have been occupying for business purposes Plaintiff's property for some extended period of time and that they should in equity pay Plaintiff some fair sum for the use of Plaintiff's property.

Wherefore, having set forth his claims herein, Plaintiff prays that the Court declare that the property herein is his property to the exclusion of all others, and that he be awarded all sums that are due from Defendants.

Douglas N. Truslow
Attorney for Plaintiff
P.O. Box 1465
Columbia, SC 29202
(803) 256-6276

Columbia, South Carolina
1/22, 2007

EXHIBIT 2

ORIGINAL

STATE OF SOUTH CAROLINA James A. Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT CIVIL ACTION NO: 07-CP-40-0576 AMENDED ANSWER OF DEFENDANT LEE TO CLAIMS OF PLAINTIFF, COUNTERCLAIMS OF DEFENDANT LEE AGAINST PLAINTIFF, AND CROSS-CLAIMS OF DEFENDANT LEE AGAINST DEFENDANT WILSON [FORECLOSURE AND SUIT ON NOTE] [NON-JURY]

FILED
APR 19 PM 8:58
CLERK OF COURT
RICHLAND COUNTY, S.C.

TO: (a) Plaintiff named above and their attorney, Douglas N. Truslow, Esquire

(b) Thomas G. Earle, Esquire, Attorney for Defendants Wilson and Goodwin

The Defendant Lee, by and through her undersigned attorney, answering the complaint of the Plaintiff, states as follows:

FOR A FIRST DEFENSE

1. The Defendant Lee denies all allegations of the Plaintiff's Complaint not specifically admitted herein, and demands strict proof thereof.

FOR A SECOND DEFENSE

2. The Defendant Lee admits the allegation of paragraphs 2, 3, 4, and 8 of the Complaint.

3. The Defendant Lee has insufficient information to admit or deny the remaining allegations of the Plaintiffs' Complaint, and therefore denies same.

FOR A THIRD DEFENSE

4. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the statute of limitations.

FOR A FOURTH DEFENSE AND A FIRST COUNTERCLAIM

5. The Plaintiff is barred and estopped from asserting any claim, however defined, against the Defendant Lee of any interest, legal or equitable, in the property known as 2325 Two Notch Road, Columbia, SC because:

   a. the Plaintiff participated in the Probate Court proceedings that led to the transfer of the property of which Plaintiff complains and is bound by the orders and/or deeds of transfer,

   b. the Plaintiff acquiesced in the transfer of the property to Defendant Lee by the Probate Court and is bound by the orders and/or deeds of transfer, and

   c. the provisions of S.C. Code Ann. 62-3-1006 bar recovery by Plaintiff against the Defendant Lee.

6. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the doctrines of laches and abandonment.

FOR A FIFTH DEFENSE AND A SECOND COUNTERCLAIM

7. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the doctrine of adverse possession as the possession by Defendant Lee of the property which is the subject of this action has been in actual, open, notorious and exclusive possession under claim of title as filed in the Office of the Richland County Clerk of Court, and that continued exclusive occupation, possession and claim under title of the premises by Defendant Lee has existed for over ten (10) years prior to the filing of this action.

FOR A SIXH DEFENSE AND A THIRD COUNTERCLAIM

8. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the doctrine of adverse possession on behalf of the devisee of the property to Defendant Lee as the property which is the subject of this cause of action had been in devisee's actual, open, notorious and exclusive possession under claim of title and that there had been continued occupation and possession of the premises for over ten (10) years prior to the death of the devisee. Therefore, the subsequent transfer of the property to the Defendant Lee by the Richland County Probate Court, on behalf of the decedent devisee, was proper and bars all claims of the Plaintiff.

FOR A SEVENTH DEFENSE AND A FOURTH COUNTERCLAIM

9. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the doctrine of ouster as the possession of the property which is the subject of this cause of action has been in actual, open, notorious and exclusive possession of the Defendant Lee and the devisee of the property in question to Defendant Lee under claim of title and that there had and has been continued occupation and possession of the premises for over twenty (20) years prior to the filing of this action.

FOR A EIGHTH DEFENSE AND A FIFTH COUNTERCLAIM

10. All claims of the Plaintiff, however defined, against the Defendant Lee are barred by the common law presumption of grant as the possession by the Defendant Lee [and her ancestors and heirs] of the property which is the subject of this cause of action has been in actual, open, notorious, continuous and exclusive possession

and occupation of and by the Defendant Lee [and her ancestors and heirs] for over twenty (20) years prior to the filing of this action.

FOR A NINTH DEFENSE AND A SIXTH COUNTERCLAIM

11. Plaintiff incorporates each of the foregoing allegations as fully as if repeated herein verbatim.

12. The last will and testament of the deceased Albert A. Anasti specifically:

    a. bequeaths the property located on Two Notch Road, which property in the subject of this action, to the Defendant Gina Lee. [see section labeled 'Third'],

    b. requires that beneficiary, such as the Plaintiff, that challenges any term of the Last Will and Testament of the deceased shall "not take anything" from the estate of the deceased and shall forfeit all interest in all properties.

13. The Defendant Lee requests this court to conduct an accounting all property, however defined, that Plaintiff received as a distribution under the will of Albert A. Anasti, and to require all such property to be forfeited by the Plaintiff, as a matter of law, and previously distributed to Plaintiff as the sole remaining heir of Albert A. Anasti.

14. As an alternative to redistributing the property as requested in the foregoing paragraph, the Defendant Lee respectfully respects this Court to grant judgment to the Defendant Lee, as the sole heir of all property, against Plaintiff in an amount that equals the value of the property received by Plaintiff.

FOR A FIRST CAUSE OF ACTION

AGAINST DEFENDANT WILSON

(Foreclosure)

15. Plaintiff incorporates each of the foregoing allegations as fully as if repeated herein verbatim.

16. On January 6, 2000, the Plaintiff Goodwin executed and delivered a promissory note and purchase money mortgage securing payment of the note to the Defendant Lee. A copy of the note and mortgage is attached hereto as Exhibit A.

17. Defendant Lee is the legal owner of the Mortgaged Property.

18. The Note and First Mortgage (collectively "Loan Documents") provide that upon Defendant Wilson's failure to make payments thereunder when due, the entire outstanding balance under the Loan Documents shall, at the option of Defendant Lee, become immediately due and payable, and Plaintiff may foreclose the Mortgage.

19. Defendant Wilson is in default under the terms of the Loan Documents by reason, among others, of the failure to make payments when due.

20. Defendant Lee has and does hereby elect to declare the total unpaid balance of principal and interest on Note due and payable, and does hereby elect to foreclose its First Mortgage on the Mortgaged Property reserving, however, any and all other rights and remedies Defendant Lee may have under the Loan Documents including but not limited to the right to a deficiency judgment and the right to judgment against any other person or entity liable for the debt.

21. There is due and owing on the Note the following amounts:

Principal Balance	$122,301.00
9% Contractual Interest Due	$23,674.19
Late Fees [$79.60 per month]	$5,174.00
Balance Due on Note [through February 28, 2007]	$154,149.19

Interest continues to accrue at the rate of 9% per annum (which is currently $31.31506 *per diem*). This figure does not include attorney's fees incurred to date, but such fees are requested pursuant to the terms of the Note.

22. Despite demand, Defendant Wilson has not paid the aforesaid amounts due under the Note.

23. The Loan Documents provide that Defendant Wilson pay all costs and expenses of the Plaintiff in the collection of the Loan Documents including reasonable attorneys' fees in connection with the collection and enforcement of the Loan Documents.

24. Defendant Lee does not waive, but specifically demands judgment against the Defendant Wilson for the full amount found to be due on the Loan Documents held by Defendant Lee, with the right to enter a personal deficiency judgment against the Defendant Wilson for any deficiency in this action remaining after the sale of the Mortgaged Property.

FOR A SECOND CAUSE OF ACTION

AGAINST DEFENDANT WILSON

(Suit on Note)

25. Plaintiff reincorporates and realleges each of the foregoing allegations as fully as if repeated herein verbatim.

26. In the event the Court determines not to issue an order declaring the First Mortgage remains on the Mortgaged Property nor places an equitable lien on the Mortgaged Property and allows Defendant Lee to foreclose its lien on the Mortgaged Property, Defendant Lee seeks to enforce her rights under the Note. Exhibit B.

27. For valuable consideration given, on or about January 6, 2000, Defendant Wilson

executed and delivered to Plaintiff the Note in the amount of $127,000.00 Dollars.

28. The Note provides that upon failure by Defendant Wilson to make payments thereunder when due, the entire outstanding balance under the Note shall at the option of the Defendant Lee, become immediately due and payable.

29. The Defendant Wilson is in default under the terms of the Note by reason of the failure to make the payments when due.

30. Defendant Lee has and does hereby elect to declare the total unpaid balance of principal and interest on the Note due and payable, reserving, however, any and all other rights and remedies Plaintiff may have under the Note.

31. There is due and owing on the Note the following amounts:

Principal Balance	$122,301.00
9% Contractual Interest Due	$23,674.19
Late Fees [$79.60 per month]	$5,174.00
Balance Due on Note [through February 28, 2007]	$154,149.19

Interest continues to accrue at the rate of 9% per annum (which is currently $31.31506 *per diem*). This figure does not include attorney's fees incurred to date, but such fees are requested pursuant to the terms of the Second Note.

32. Despite demand, Defendant Wilson has not paid the aforesaid amounts due under the Note.

33. The Note provides the Defendant shall pay all expenses, including reasonable attorneys' fees and expenses of the Defendant Lee in the collection of the Note.

34. Defendant Lee has placed this matter with the undersigned attorneys for collection.

WHEREFORE, Plaintiff prays that this Court enter an Order as follows:

1. Dismissing the complaint of the Plaintiff, granting the Defendant Lee judgment on her counterclaims, and entering such orders as are necessary and proper to declare and order:

a. that the Plaintiff has no interest, legal or equitable, in the property in question and that all deeds or other writings or other claims of the Plaintiff to the property, however defined, are declared null and void and of no effect;

b. that Defendant Lee is the full, sole and complete owner, in fee simple, of the property in question,

2. The Defendant Lee requests this court to conduct an accounting all property, however defined, that Plaintiff received as a distribution under the will of Albert A. Anasti, and to require all such property to be forfeited by the Plaintiff, as a matter of law, and distributed to Plaintiff as the sole remaining heir of Albert A. Anasti,

3. The Defendant Lee respectfully respects this Court to grant judgment to the Defendant Lee, as the sole heir of all property of the deceased Albert A. Anasti, against Plaintiff in an amount that equals the value of the property received by Plaintiff under the will of the deceased Albert A. Anasti,

4. The indebtedness due under the Loan Documents be computed, ascertained and established by this Court, together with all accrued interest, all costs of this action and other costs of collection incurred by Defendant Lee, and a reasonable attorney's fee, and that Plaintiff be granted judgment of foreclosure against Defendant Wilson in that amount; and

5. This Court issue its order:

(a) Declaring the Defendant Lee's First Mortgage to be a first lien upon the Mortgaged Property;

(b) Directing that the Defendant Lee's First Mortgage described herein be

foreclosed, that the Mortgaged Property hereinabove described be sold in accordance with the law and practices of this Court, and that the Defendants Wilson and Goodwin as well as the Plaintiff James A. Anasti and all other persons claiming by, through, or under them be barred and forever foreclosed of all right, title, and interest and equity of redemption in and to the said Mortgaged Property or any part thereof now and forever;

(c) Directing that out of the proceeds of the sale of the Mortgaged Property, after the costs of this action and of such sale have been deducted, Defendant Lee be paid in full the amount due on its Loan Documents and with interest thereon and attorneys' fees as set out above and all amounts that it may hereafter and prior to such sale have to pay pursuant to the provisions of its Mortgage with the surplus, if any, to be distributed according to law; and

(d) For the costs and fees associated with this action; or in the alternative,

3. Granting Defendant Lee judgment against Defendant Wilson on the Note as indicated hereinabove; and

4. Granting Defendant Lee the costs and attorneys fees associated with this action,

5. For such other further relief that is deemed just, proper and equitable.

Tony R. Megna, Esquire
Bar Number 3930
1815 Fulmer Road
Blythewood, SC 29016
Telephone: 803-799-1700
Facsimile: 803-753-9004
E-mail: tony@pdhc.com

April 18, 2007.

ORIGINAL

STATE OF SOUTH CAROLINA **Lance Wilson and Willis Goodwin, Plaintiffs,** **vs.** **Gina L. Anasti Lee, Defendant.** **vs.** **Dallis Law Firm, PA Third-Party Defendant.**	**IN THE COURT OF COMMON PLEAS** **FIFTH JUDICIAL CIRCUIT** **CIVIL ACTION NO: 04-CP-40-5333** **ANSWER AND CROSS-CLAIM AGAINST THIRD-PARTY DEFENDANT DALLIS LAW FIRM, PA**

FILED
2005 MAR 25 A 9:39
BARBARA A. CO.S.C. & G.

TO: Plaintiffs named above and their attorney, Thomas G. Earle, 1735 St. Julian Place, Suite 103, Columbia, SC 29204 [telephone 803.254.2791] and the Defendant Dallis Law Firm, PA.

The Defendant Lee, by and through her undersigned attorney, answering the complaint of the Plaintiffs, and cross-claiming against the Dallis Law Firm, PA states as follows:

FOR A FIRST DEFENSE

1. The Defendant denies all allegations of the Plaintiffs Complaint not specifically admitted herein, and demands strict proof thereof.

FOR A SECOND DEFENSE

2. The Defendant Lee admits the allegation of paragraphs 1 and 2 of the Complaint.

3. The Defendant Lee has insufficient information to admit or deny the remaining allegations of the Plaintiffs' Complaint, and therefore denies same.

EXHIBIT
8
tabbies

FOR A THIRD DEFENSE

4. The Defendant Lee is informed and believes that despite any technical defect in the recorded chain of title to the contrary, she does, in fact, have good and marketable title to the property at 2325 Two Notch Road, Columbia, South Carolina based on applicable statutory and common law including but not limited to the law of ouster, adverse possession, laches, and statute of limitations.

FOR A FOURTH DEFENSE

5. The Defendant Lee is informed and believes that the Plaintiffs are estopped from seeking damages against the Defendant Lee because of their relationship with the Defendant Lee and her family, and their knowledge of the ownership history of the Two Notch property for over twenty years.

FOR A FOURTH DEFENSE

6. The Defendant Lee is informed and believes that the Plaintiffs are barred from seeking damages against the Defendant Lee because of their contributory negligence.

COUNTERCLAIM AGAINST PLAINTIFFS

7. On January 6, 2000, the Plaintiff Goodwin executed and delivered a Promissory Note and a Purchase money Mortgage securing payment of the Note to the Defendant Lee named thereon. The Mortgage was recorded in the Public Records of Richland County, South Carolina, County. The Plaintiff owns and holds the Note and Mortgage.

8. The Plaintiff owns and holds the Note and Mortgage.

9. The Defendant Lee declares the full amount payable under the Note and Mortgage to be due.

10. The Defendant Lee request an accounting of all funds due be had and taken under the direction of this Court of for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorneys fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit.

11. The Defendant Lee request further requests that the Plaintiffs be found responsible for same and be ordered to pay the Defendant Lee the amounts so found to be due her; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or again said Defendants since the filing of the Plaintiffs complaint herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Defendant Lee may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable, and a Writ of Possession be issued.

THIRD-PARTY CLAIM AGAINST DALLIS LAW FIRM, PA

12. Upon information and belief, the Dallis Law Firm, PA is a professional association organized under the laws of the State of South Carolina and maintains an office in Richland County, South Carolina.

13. The Dallis Law Firm, PA undertook the joint legal representation of the Plaintiffs Wilson and Goodwin and the Defendant Lee as evidenced by the following:

a. providing legal assistance to the Plaintiffs and the Defendant Lee in the preparation of contracts between the Plaintiff and Defendants for the sale and purchase of property located at 2325 Two Notch Road, Columbia, SC when the Dallis Law Firm knew or had reason to know the interests of the parties were adverse one to the other,

b. representing and certifying to the Plaintiffs and to the Defendant Lee that the Defendant Lee was, in fact, the sole owner of the Two Notch Road property, and that the Defendant Lee had good, marketable fee simple title to the Two Notch Road property of record according to the terms of the contract documents prepared by the Dallis Law Firm, PA when the Dallis Law Firm, PA knew or had reason to know that legal marketable title as defined and required by the contractual documents prepared by the Dallis Law Firm, PA was not supported by the recorded chain of title on the property in question, and

c. preparing a deed of title and other contractual documents on behalf of Defendant Lee containing legal representations by the Defendant Lee which the Dallis Law Firm knew or had reason to know could be construed to be inconsistent with the requirements of the deed of title and other contractual documents prepared by the Dallis Law Firm, PA.

14. The Defendant Lee is further informed and believes that the Dallis Law Firm, PA failed to discover that a purchaser, such as the Plaintiffs, could claim there is a defect in the recorded chain of title of the property and as such, a defect in the marketable title to the property, the result being that such claim, whether correct or incorrect, would cause the Defendant Lee to incur substantial damages, including but not limited to litigation costs and expenses as well as attorney's fees, due to the deficient legal work by Dallis Law Firm, PA.

15. The Defendant Lee is further informed and believes the Dallis Law Firm, PA had a duty to Defendant Lee

a. to inform her of the possible defect in the marketable title to the property,

b. to inform her of her legal right to claim possession of the Two Notch Road property by invoking the legal concepts of adverse possession, ouster, laches, and/or the statute of limitations,

c. to inform her that the Plaintiffs could claim there is a defect in the recorded chain of title of the property and as such, a defect in the marketable title to the property, the result being that such claim, whether correct or incorrect, would cause the Defendant Lee to incur substantial damages, including but not limited to litigation costs and expenses as well as attorney's fees.

16. The Defendant Lee is further informed and believes the Dallis Law Firm, PA breached its fiduciary duty to Defendant Lee to take no action on behalf of others, such as Plaintiffs, which would negate or in any manner compromise her ability to claim her statutory and common law rights of

legal possession of the property in question via such legal concepts as adverse possession, ouster, laches, and/or the statute of limitations.

17. As a direct and proximate cause of the negligence of the Dallis Law Firm PA, as evidenced above, the Defendant Lee is informed and believes she has suffered injuries and damages that entitles her to recover actual damages, including attorney's fees for the defense and prosecution of this action, from the Dallis Law Firm, PA, and such other relief as is just and proper.

WHEREFORE, based on the foregoing, the Defendant Lee respectfully requests as follows:

1. That this Court dismiss the Complaint of Plaintiffs,

2. The Defendant Lee request an accounting of all funds due be had and taken under the direction of this Court of for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorneys fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit,

3. The Defendant Lee request further requests that the Plaintiffs be found responsible for same and be ordered to pay the Defendant Lee the amounts so found to be due her; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or again said Defendants since the filing of the Plaintiffs complaint herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Defendant Lee may be paid so far as

same will suffice; and that a deficiency judgment be entered if applicable, and a Writ of Possession be issued.

4. That this Court grant judgment to the Defendant Lee and against the Dallis Law Firm, PA for her actual injuries and damages, including her attorney fees and costs in defending and prosecuting this action.

5. For such other further relief that is deemed just, proper and equitable.

Tony R. Megna, Esquire
Attorney at Law
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Facsimile: 803-753-9004
E-mail: tony.megna@scbar.org

March 24, 2005.

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeanette W. Walpole
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA

28 OCT 2010

STATE OF SOUTH CAROLINA **Lance Wilson and Willis Goodwin,** **Plaintiffs,** **vs.** **Gina L. Anasti Lee,** **Defendant.** **vs.** **Dallis Law Firm, PA** **Third-Party Defendant.**	**IN THE COURT OF COMMON PLEAS** **FIFTH JUDICIAL CIRCUIT** **CIVIL ACTION NO: 04-CP-40-5333**

FILED
2005 MAR 25 AM 9:39
BARBARA A. SCOTT
C.C.C. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date indicated below a copy of the Defendants Answer and Cross-Claim was served upon the below-named by delivering a copy first class mail, postage prepaid as follows:

a. Thomas G. Earle, 1735 St. Julian Place, Suite 103, Columbia, SC 29204 [telephone 803.254.2791, facsimile: 803.254.7755]

b. Richland County Clerk of Court, The Honorable Barbara A. Scott P.O. Box 2766, Columbia, SC 29202-2766 [telephone 803.576-1950]

c. Dallis Law Firm, PA, 1925 Marion Street Columbia, SC 29201 [telephone 803.799.9595]

Hand-delivered

Tony R. Megna, Esquire
Attorney at Law
Bar Number 3930
1815 Fulmer Road
Blythewood, SC 29016
Telephone: 803-799-1700
Facsimile: 803-753-9004
E-mail: tony.megna@scbar.org

March 24, 2005.

CERTIFIED TRUE COPY
OF ORIGINAL FILED,
Jeanette W. McBride
C.C.C.P.&G.S.
RICHLAND COUNTY
SOUTH CAROLINA
28 OCT 2010

EXHIBIT 3

BOOK R J PAGE 985

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND JAMES A. ANASTI, Plaintiff, vs. LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, RICHLAND COUNTY CLEKR OF COURT, Defendants.	COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT Docket Number: 2007-CP-40-0576 **ORDER GRANTING PARTIAL SUMMARY JUDGEMENT IN FAVOR OF PLAINTIFF**

2007 OCT 25 AM 10:1
RICHLAND COUNTY
C.C.P. & G.S.

THIS MATTER CAME BEFORE ME on September 19, 2007 pursuant to Plaintiff's Motion for Summary Judgment, as well as two separate Motions to Compel Discovery filed by Plaintiff June 4, 2007 and July 12, 2007.[1] Plaintiff was represented by Douglas N. Truslow; Defendants Wilson and Goodwin were represented by Thomas Earle and Defendant Lee was represented by Tony Megna. The Richland County Clerk of Court is merely a stake holder of funds received from the South Carolina Department of Transportation in a related condemnation action (2000-CP-40-/filed December 16, 2002) and consequently it did not need to appear..

In support of his Motion for Summary Judgment, Plaintiff submitted Affidavits, pleadings, portions of significant depositions and requested that the Court take Judicial Notice of other documents that are of record. Defendants Wilson and Goodwin submitted no Affidavits, pleadings, depositions, or other documents and made no argument in Plaintiff's Motion for Summary Judgment. Defended Lee submitted an affidavit that was consistent with the format

[1] Plaintiff suggested that his Motions to Compel Discovery should be heard, if necessary, subsequent to the resolution of Summary Judgment in the interests of judicial economy, and hence they were not addressed at this time.

required by SCRCP 56(e)[2], yet lacked the content necessary to establish specific facts showing that there is a genuine issue for trial.

From a careful review of all the evidence presented, as well as arguments of counsel, it appears that Plaintiff is entitled to partial Summary Judgment as a matter of law in that there is no genuine issue of material fact and that Plaintiff is entitled to judgment as a matter of law.

FACTS

According to the records before the Court, the following are uncontested facts:

I. The property in question in this lawsuit is commercial property located at 2325 Two Notch Road, Columbia, SC. The property has been used as commercial property since it was built in the 1960's.

II. On November 17, 1978 Laura Corvi deeded real estate located at 2325 Two Notch Rd. in Richland County, South Carolina (hereinafter the "Two Notch real property") to Albert Anasti and his son James Anasti (Plaintiff herein) as tenants in common with right of survivorship (See Deed Book 482, pages 756 and 757)

III. On October 24, 1995 Albert Anasti died leaving as survivors his son, Plaintiff James Anasti and Defendant Gina Anasti Lee.

IV. On November 7, 1996 Defendant Lee filed and recorded a deed of distribution purportedly giving herself individually the entire Two Notch real property (see Deed Book 1347, page 0991).

[2] Plaintiff has objected that the affidavit submitted by Defendant Lee was in a format inconsistent with SCRCP 56(e). This objection has no merit. Under Rule 56(e) the affiant must be competent to testify to the matters contained in the affidavit and the court may at its discretion allow affidavits submitted with a Motion for Summary Judgment "to be opposed by... further affidavits." SCRCP 56(e). In this instance Defendant Lee submitted an affidavit at the request of the court in response to Plaintiff Anasti's affidavit in support of his Motion for Summary Judgment. Defendant Lee's affidavit was properly sworn, served to the parties, and it is not disputed that defendant Lee was competent to testify. Thus, the objection to the format of Defendant Lee's affidavit is overruled.

V. On January 6, 2000, Defendant Lee in ostensible reliance on her deed of distribution and will of Albert Anasti purported to sell and deed the Two Notch real property to Plaintiff's Lance Wilson and/or Willis Goodwin by way of "owner financing." That deed is recorded at Deed Book 00373, pages 0223 through 0225.

VI. On November 12, 2004 Defendant Wilson filed action(s) (04-CP-40-5333/5334) in which she alleged, inter alia, that Defendant Lee did not have sufficient title so as to be able to convey fee simple marketable title of the Two Notch real property to either he or Defendant Goodwin. In turn Defendant Lee filed a Third Party Action on March 25th, 2005 (Cross Claim) alleging that, inter alia, the attorney attending to her Two Notch real property real estate closing with Defendant Wilson and/or Goodwin had deviated from acceptable standards by certifying that she had good marketable fee simple title. Significantly, Plaintiff herein was not made a party to any of those lawsuits, which were dismissed under SCRCP 40(j) and later reinstated (yet to be heard).

VII. On January 26, 2007 Plaintiff filed within action seeking, inter alia, quieting of title to the within Two Notch real property.

VIII. In her deposition of June 26, 2007, Defendant Lee swore under oath the following:

a. She had not been on the premises since the mid 1980's (TR29, L4-13)

b. She wanted to be honest and not take something that was not hers (TR 41, L 12-18).

c. That Plaintiff now owns one half of the Two Notch real property in dispute herein (TR 68, L 24 and 25),

d. Her claim to the Two Notch real property is predicated on Albert Anasti's will (TR 68, L24 and 25)

e. Her deed of distribution relative to the Two Notch real property was acknowledged by her to be defective (TR 77, L 2-14 and TR 63, L 11-17),

f. She relinquished and sold her complete interest e.g. any interest she may have had in the Two Notch real property in 2000 and after that she didn't own it anymore (TR 83, L 16-25),

g. She did not own the Two Notch real property for ten years and at most only owned it for four years and a couple of months (TR 84, L 9-14),

h. She does not rely on any facts in alleging Laches and does not know what Estoppel means (TR 89, L 2-11),

i. Her whole case would be based on the deed of distribution and will of her father (TR 89, L 23-25) (whose interest the Court finds ended at his death),

j. Plaintiff was never Ousted from the Two Notch real property (TR 90, L 12-21; TR 91, L 7-9, and TR 92, L 1-7) and Plaintiff and his father Albert Anasti enjoyed a very good relationship until he died (TR 91, L 10-13),

k. Defendant Lee does not know of any facts to support her claim of a Presumption of Grant (TR 923, L 14-24),

l. Defendant Lee has claimed damages and attempted to foreclose against Defendant Wilson relative to Two Notch real property, to which she apparently now asserts she had no title (and hence could not sell).

IX. In early January, 2000, the Dallis Law Firm, P.A., a real estate law firm located in Columbia, SC, certified that the Defendant Lee had legal title to the Two Notch Property. The Defendant Lee signed a general warranty deed to the property that was prepared by

the Dallis Law Firm. The Defendant Lee retained a mortgage on the property. (See deposition of Willis Goodwin, page 10, lines 3-8).

X. On January 28, 2007, the Plaintiff filed the current lawsuit against the Defendant Lee asking this Court to declare him the legal title owner of the Two Notch Property.

XI. In her supplemental Affidavit, dated October 5, 2007, Defendant Lee has asserted:

a. Following her father's death on October 24, 1995, Defendant Lee continued to lease the property as commercial property and leased it to the same tenants who had been leasing it while her father was alive. (Paragraph 1 of Defendant Lees supplemental affidavit)

b. Defendant Lee is asserting her claim to title to the Two Notch property by adverse possession under Color of Title. The filed Deed of Distribution establishes at the minimum Defendant Lee's intent to assert her claim of adverse possession to the property against the world, including her brother by color of title. In addition, her brother also had constructive notice of her claim to the Two Notch property as a result in his participation in Probate Court proceedings that were initiated immediately following her father's death in 1995. (Paragraph 2 of Defendant Lees affidavit)

c. Defendant Lee's brother is barred from recovering any properly improperly distributed to her by virtue of S.C. Code Section 62-3-1006 that bars any such claim "at the later of three years after the decedent's death or one year after the time of distribution thereof." (Paragraph 3 of Defendant Lees affidavit)

d. Defendant Lee's husband and defendant Lee replaced the roof on the building that is located on the Two Notch property in the early 1990's and made certain that the

lessees performed other general maintenance on the property. (Paragraph 5d of Defendant Lees affidavit)

e. Defendant Lee continuously made certain the lessees maintained the property in good repair and collected the rent. (Paragraph 5(k) of Defendant Lees supplemental affidavit)

f. Defendant Lee maintained insurance on the property. (Paragraph 5(l) of Defendant Lees supplemental affidavit)

g. On January 2, 2000, the Dallis law firm conducted the closing where defendant lee signed a deed to sell the property. (Paragraph 5i).

LAW/ANALYSIS

Under Rule 56(c) of the South Carolina Rules of Civil Procedure, a party is entitled to a judgment as a matter of law if the pleadings, depositions, answer to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact. In determining whether any triable issues of fact exists for summary judgment purposes, the evidence and all the inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party. Fleming v. Rose, 350 S.C. 488, 493-94, 567 S.E.2d 857, 860 (2002); Conner v. City of Forest Acres, 348 S.C. 454, 462, 560 S.E.2d 606, 610 (2002).

Defendant Lee claims superior title by means of adverse possession under color of title. In order to assert a claim of adverse possession, the party must hold the premises adversely to the legal title for ten years before the commencement of the action. *See* S.C. Code § 15-67-210 (1976); S.C. Code 15-67-220(1976). If the party makes a claim under color of title, the party must also continuously occupy and possess the premises described in the title for ten years. *See*

S.C Code 15-67-220(1976). A party occupies and possesses the property adversely if the party uses the property for the ordinary use for which the land is fitted. *See S.C. Code* 15-67-230(3)(1976); Bardin v. Commercial Ins. & Trust Co. 82 S.C. 358, 64 S.E. 165 (1909) (Under this section [former Code 1962 § 10-2423], possession is adverse and continuous where land, though not cultivated or enclosed, is continuously used for the supply of fuel and timber, the ordinary use for which the land is fitted.); Mullis v. Winchester, 237 S.C. 487, 118 S.E.2d 61, 65-66 (1961) ("Acts of adverse possession with regard to open, wild, unfenced lands not capable of cultivation, are only required to be exercised in such manner as is consistent with the use to which the lands may be put and the situation of the property admits of without actual residence or occupancy.").

According to the undisputed facts of the case, Defendant Lee claim of title was made November 7, 1996, when she filed and recorded a deed of distribution purportedly giving herself individually the entire Two Notch real property. Defendant Lee leased the property to tenants, who paid her rent. Defendant Lee made sure the tenants maintained the property. On January 2, 2000, the Dallis law firm conducted the closing where Defendant Lee signed a deed to sell the property. In the light most favorable to the non-moving party, Defendant Lee adversely possessed the property from November 7, 1996 to January 2, 2000, a period of four years, one month and 26 days.

Defendant Lee claims that her actions following the January 2nd, 2000 sale of the property are sufficient to establish a claim for adverse possession. I disagree. After January 2nd, 2000 the defendant did not assert ownership of the property; the defendant did not collect rent from the tenants, the defendant did not maintain the property, and the defendant did not claim that she possessed a deed to the property. The defendant maintained owner financing on the

property, essentially a mortgage, and kept insurance on the property. The defendant did not use the property for the ordinary use for which the land is fitted following January 2, 2000. Further the last tax record which specifically mentions the Two Notch Road property is in 2001. *See* Supplemental Income and Loss Form 2001 attached to Defendant Lee's supplemental affidavit. There is no specific reference to the Two Notch road property in any of the post 2001 tax records. The mere fact that the defendant had a mortgage on the property and kept insurance on the property is insufficient to establish a claim of adverse possession. Therefore, I find that the Defendant did not adversely possess the property for a period of ten years as required by statute.

Since I have decided Defendant Lee did not meet the statutory minimum period required for adverse possession, I do not need to discuss the effect of any notice by Plaintiff Anasti.

It is undisputed that in 1978 Laura Corvi deeded the Two Notch real property to Albert Anasti and his son James Anasti as tenants in common with a right of survivorship. Further, it is undisputed that shortly after October 24, 1995 a South Carolina probate court directed that in accordance with Albert Anasti's will, Defendant Lee inherited the Two Notch Road Property. Future interest created by tenancy in common with right of survivorship vest on the death of the other party. Smith v. Cutler, 366 S.C. 546, 623 S.E.2d 644. Upon the death of Albert Anasti the property passed immediately to his son, Plaintiff Anasti, as tenant in common with right of survivorship. Albert Anasti's act of leaving the property to his daughter did not destroy the tenancy in common with right of survivorship. *See* Id. ("Future interests created by a tenancy in common with a right of survivorship are indestructible, i.e. not subject to defeat by the unilateral act of one cotenant"). Therefore, I find the Two Notch Road property was not part of the probate estate of Albert Anasti, but property of Plaintiff Anasti, when the probate court made its ruling.

Does the circuit court have jurisdiction to overturn a distribution by the probate court when the probate court lacked subject matter jurisdiction to make the distribution? Defendant Lee claims that Plaintiff Anasti is barred from recovering any property improperly distributed to Defendant Lee by virtue of S.C. Code Section 62-3-1006 that bars any such claim "at the later of three years after the decedent's death or one year after the time of distribution thereof.[3]" This matter does not come before the court as an appeal from the probate court's decision, so this court is not deciding the case on the basis of its appellate jurisdiction, but rather under its general jurisdiction. The circuit court has the authority under its general jurisdiction to determine the ownership of real property. Therefore, I find the circuit court sitting in equity is within its general subject matter jurisdiction to make a determination about the ownership of the property, if the probate court lacks subject matter jurisdiction to make a distribution of the property.

Did the probate court have subject matter jurisdiction to distribute the Two Notch road property or did the probate court act outside its jurisdiction when it distributed the Two Notch Road Property? According to section 62-1-302, "the probate court has exclusive subject matter jurisdiction over all subject matter related to: (1) estates of decedents, including the contest of wills, construction of wills, and determination of heirs and successors of decedents and estates of protected persons." The probate court does not have subject matter jurisdiction to distribute property, which is not part of the estate of the decedent. Therefore, the probate court wrongfully distributed property that did not belong to a decedent, and the probate court's ruling is void for lack of subject matter jurisdiction.

---

[3] Section 62-3-1006. Unless previously adjudicated in a formal testacy proceeding or in a proceeding settling the accounts of a personal representative or otherwise barred, the claim of any claimant to recover from a distributee who is liable to pay the claim, and the right of any heir or devisee, or of a successor personal representative acting in their behalf, to recover property improperly distributed or the value thereof from any distributee is forever barred at the later of (i) if a claim by a creditor of the decedent, at one year after the decedent's death and (ii) any other claimant and any heir or devisee, at the later of three years after the decedent's death or one year after the distribution thereof. This section does not bar an action to recover property or value received as the result of fraud.

Now therefore it is Ordered: (a) Plaintiff is granted Summary Judgment as to Defendant Lee's defenses, (b) Plaintiff is granted Summary Judgment as to his claims against Defendants Wilson and Goodwin, (c) Title to the within Two Notch real property is certified and found to be the exclusive real property of Plaintiff and Plaintiff is granted title to the within property located at 2325 Two Notch Road, Columbia, South Carolina and described in Deed Book 782, page 756 is Confirmed and Ordered as belonging solely to the Plaintiff, (d) Plaintiff shall be and is hereby entitled to such sums as are being held by the Richland County Clerk of Court, and (e) the case shall proceed to trial to the issue of damages to be awarded to Plaintiff.

AND IT IS SO ORDERED.

John Ernest Kinard, Jr.
Presiding Judge
Fifth Judicial Circuit
Court of Common Pleas

Columbia, South Carolina

10/26, 2007

10

EXHIBIT 4

COPY

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

FILED
08 JAN -7 AM 8:44
BARBARA A. SCOTT
C.C.C. & G.S.

Gina L. Anasti Lee,

Appellant,

v.

James Anasti, Lance Wilson, Willis Goodwin, Richland County Clerk of Court,

Respondents.

NOTICE OF APPEAL

Gina L. Anasti Lee appeals the order of the Honorable J. Ernest Kinard, Jr. dated October 26, 2007, which was filed with the Richland County Clerk of Court on October 26, 2007, and received by the Appellant Lee on November 10, 2007 [Because November 10, 2007 was a Saturday, the actual date of receipt for purposes of appeal was November 12, 2007]. A copy of the October 26, 2007 order is attached hereto. On November 20, 2007, the Appellant Lee filed a Motion to Alter or Amend the Judgment pursuant to Rule 59(e), SCRCP. A copy of the Rule 59(e) motion is attached hereto. Written notice of the order denying the Motion to Alter or Amend was received by Appellant Lee on December 6, 2007. A copy of the order denying the Rule 59(e) motion is attached hereto.

Tony R. Megna, Esquire
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700
tmegna@gmail.com
Attorney for Appellant Lee

64

Dated: January 4, 2008.

Other Counsel of Record:

Attorneys for Respondents Wilson and Goodwin:

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Attorneys for Respondent James Anasti:

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

FILED
08 JAN -7 AM 8:44
BARBARA A. SCOTT
C.C.C. & G.S.

Gina L. Anasti Lee,

Appellant,

v.

James Anasti, Lance Wilson, Willis Goodwin, Richland County Clerk of Court,

Respondents.

PROOF OF SERVICE

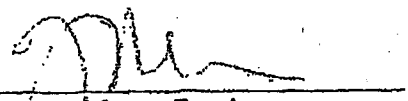
I certify that I have served the Notice of Appeal on Douglas N. Truslow and Thomas G. Earle by depositing a copy of it in the United States Mail, postage prepaid, on January 4, 2008, addressed to his attorneys of record:

Attorney for Respondents Wilson and Goodwin:

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Attorney for Respondent James Anasti:

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202



Tony R. Megna, Esquire
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700
tmegna@gmail.com
Attorney for Appellant Lee

Dated: January 4, 2008.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

RECEIVED
FEB 04 2008
SC Court of Appeals

James A. Anasti,	Respondent,
v.	
Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court,	Defendants,
Of whom Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court are	Respondents
And Gina L. Lee is the,	Appellant.

AMENDED NOTICE OF APPEAL

Gina L. Anasti Lee appeals the order of the Honorable J. Ernest Kinard, Jr. dated October 26, 2007, which was filed with the Richland County Clerk of Court on October 26, 2007, and received by the Appellant Lee on November 10, 2007 [Because November 10, 2007 was a Saturday, the actual date of receipt for purposes of appeal was November 12, 2007]. A copy of the October 26, 2007 order is attached hereto. On November 20, 2007, the Appellant Lee filed a Motion to Alter or Amend the Judgment pursuant to Rule 59(e), SCRCP. A copy of the Rule 59(e) motion is attached hereto. Written notice of the order

denying the Motion to Alter or Amend was received by Appellant Lee on December 6, 2007.

A copy of the order denying the Rule 59(e) motion is attached hereto.

Tony R. Megna, Esquire
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700
tmegna@gmail.com
Attorney for Appellant Lee

Dated: February 1, 2008.

Other Counsel of Record:

Attorneys for Respondents Wilson and Goodwin:

Thomas G. Earle
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Attorneys for Respondent James Anasti

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

James A. Anasti,	**Respondent,**
v.	
Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court,	**Defendants,**
Of whom Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court are	**Respondents**
And Gina L. Lee is the,	**Appellant.**

PROOF OF SERVICE

The undersigned hereby certifies that on the 1st day of February, 2008, a copy of the Amended Notice of Appeal was served by placing a copy of same in the United States Mail, first class postage affixed thereto, to the following:

Thomas G. Earle, Esquire
1735 St. Julian Place, Suite 103
Columbia, SC 29204
Attorney for Respondents Wilson and Goodwin

Douglas N. Truslow, Esquire
PO Box 1465
Columbia, SC 29202
Attorney for Respondent James Anasti:

Harriet L. Hobbs
1815 Fulmer Road
Blythewood, SC 29016

COPY

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APR 15 2009
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

James A. Anasti,	Respondent,
v.	
Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court,	Appellants,
Of whom Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court are	Respondents
And Gina L. Lee is the	Appellant.

NOTICE OF APPEAL

Pursuant to Rule 201, SCACR, Gina L. Anasti Lee appeals (a) the order of the Honorable Casey Manning, Jr. dated April 1, 2009, which was filed with the Richland County Clerk of Court on April 1, 2009, and received by the Appellant Lee on April 6, 2009. The April 1, 2009 order of Judge Manning is attached hereto and (b) the order of the Honorable Casey Manning, Jr. dated April 3, 200. A copy of the April 3, 2008 order of Judge Manning is attached hereto.

For purposes of further explanation of the procedural history of this case, the Appellant Lee respectfully states as follows:

a. Gina L. Anasti Lee first appealed the order of the Honorable J. Ernest Kinard, Jr. dated October 26, 2007, which order was filed with the Richland County Clerk of Court on October 26, 2007, and received by the Appellant Lee on November 10, 2007. [Because November 10, 2007 was a Saturday, the actual date of receipt for purposes of appeal was November 12, 2007]. A copy of the October 26, 2007 order is attached hereto. Appellant Lee subsequently filed a Motion to Alter or Amend Judge Kinard's order. A copy of Judge Kinard's order denying the Rule 59(e) motion is attached hereto. A Notice of Appeal from the December 6, 2007 order was subsequently filed with this Court on January 4, 2008. A copy of that Notice of Appeal is attached hereto. An amended Notice of Appeal was filed February 1, 2008.

b. After filing of the Notice of Appeal, the Appellee Anasti filed a Motion to Dismiss with this Court alleging the Rule 59(e) motion ruled upon by Judge Kinard on December 5, 2007 had not been filed within the ten day requirement of the South Carolina Rules of Civil Procedure, and therefore the appeal was not filed timely.

c. On March 18, 2007 this Court issued an order requiring the trial court to make a factual determination as to when Appellant Lee actually received written notice of the October 26, 2007 order of Judge. A copy of this court's order is attached hereto.

d. A hearing pursuant to this Court's March 18, 2008 order was then scheduled to be held before the Honorable Casey Manning on April 3, 2008 which resulted in an order dated April 3, 2008. It is undisputed neither the Appellant nor her counsel

attended this hearing. The Appellant Lee contends that she did not get notice of this hearing as the only notice given was by Appellee Anasti was by facsimile, which Appellant Lee denies receiving.

e. Appellant Lee then immediately filed a Rule 59(e) Motion to Alter or Amend dated April 7, 2008 in regard to the April 3, 2008 Order of the Trial Court. A copy of that motion is attached hereto.

f. On June 19, 2008, this court issued an order in response to Appellee Anasti's Motion to Dismiss the first appeal of the Appellant Lee as to Judge Kinard's order dated October 26, 2007. This order remanded the matter to the circuit court to rule upon the Appellant Lee's then pending Rule 59(e) motion regarding the April 3, 2008 order of the trial court. The Appellant Lee's Rule 59(e) Motion has now been ruled upon by the Trial Court by order dated April 1, 2009, and it is from this order as well as the order of the trial court dated April 3, 2008 that the Appellant Lee appeals.

In addition to the foregoing, the Appellant Lee requests any further consideration of orders of this Court in regard to Appellant Lee's original appeal from Judge Kinard's dated October as well as Judge Kinard's order denying Appellant's Rule 59(e) Motion for Reconsideration dated December 5, 2007 be stayed until resolution of Appellant's appeal from Judge Manning's orders dated April 1, 2009 and April 3, 2008.

The undersigned apologizes this Honorable Court for the convoluted nature of these proceedings.

Respectfully submitted,

Tony R. Megna
Attorney for Appellant Lee
3400 West Avenue
Columbia, South Carolina 29203
803-799-1700
tmegna@gmail.com

April 15, 2009.

I agree and consent to the filing of the Notice of Appeal in the foregoing matters:

Gina L. Lee

April 15, 2009.

RECEIVED
APR 15 2009
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

James A. Anasti,	Respondent,
v.	
Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court,	Appellants,
Of whom Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court are	Respondents
And Gina L. Lee is the	Appellant.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 15th day of April, 2009, a copy of the Appellant Lee's Notice of Appeal was served by depositing a copy of same into the Unites States Mail, first class postage annexed thereto, to the following:

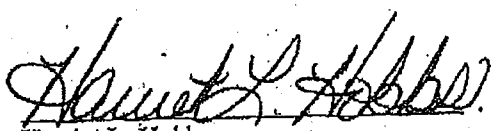
Thomas G. Earle, Esquire
1735 St. Julian Place, Suite 103
Columbia, SC 29204

The Honorable Jeanette W. McBride
Richland County Clerk of Court
P.O. Box 2766
Columbia, SC 29202-2766

Douglas N. Truslow, Esquire
PO Box 1465
Columbia, SC 29202

The Honorable Kenneth A. Richstad
Clerk, SC Court of Appeals
PO Box 11629
Columbia, SC 29211

The Honorable L. Casey Manning
Chief Judge, Fifth Judicial Circuit
1701 Main Street, Room 214
Columbia, SC 29202-0192



Harriet L. Hobbs

EXHIBIT 5

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court, Defendants,

Of Whom Gina L. Anasti Lee is the Appellant.

Appeal from Richland County
L. Casey Manning, Circuit Court Judge

Unpublished Opinion No. 2011-UP-187
Submitted April 1, 2011 – Filed April 28, 2011

APPEAL DISMISSED

Tony R. Megna, of Columbia, for Appellant.

Douglas N. Truslow and Thomas George Earle, both of Columbia, for Respondent.

PER CURIAM: In January 2008, Appellant filed a notice of appeal from an order granting Respondent partial summary judgment and from the order denying reconsideration. In March 2008, this court remanded the appeal to the circuit court for an evidentiary hearing regarding the timeliness of Appellant's notice of appeal. After a hearing,[1] and after reviewing "all previous submissions to the [circuit] court by or on behalf of Appellant, including pleadings, affidavits, evidence, memoranda and evidence presented," the circuit court found that because Appellant received the order granting partial summary judgment more than ten days prior to filing her motion for reconsideration, her motion for reconsideration did not toll the time for filing her notice of appeal; thus, her notice of appeal was untimely.[2] Appellant moved for reconsideration, which was denied.[3] In its order denying reconsideration, the circuit court noted that "nothing credible, believable, or favorable to Appellant ha[d] been presented that would compel [the circuit court] to reverse the findings and conclusions set forth in [its prior order."[4] Because the circuit court's factual findings regarding timeliness are

---

[1] Neither Appellant nor her counsel attended the hearing; however, the trial court found Appellant received notice of the hearing.

[2] Specifically, the circuit court found the order granting summary judgment was mailed to the parties on October 29, 2007, and received by Respondent's attorney on November 1, 2007. Giving Appellant the benefit of the doubt, and tacking on an additional five days for service by mail pursuant to Rule 6(e), SCRCP, the circuit court deemed Appellant's receipt of the order as being effective on November 3, 2007. Because November 3, 2007, was a Saturday, Appellant had ten days from Monday, November, 5, 2007, to file her motion for reconsideration. Appellant's motion for reconsideration was served and filed on November 20, 2007; therefore, the circuit court found it was untimely. The circuit court noted that Appellant did not contest that the order was properly mailed or that she actually received the order. The circuit court found Appellant's counsel was "not credible as to any contested issue" and, specifically, as to the date he claimed he received the order granting summary judgment.

[3] Appellant's counsel was present for the hearing on Appellant's motion for reconsideration.

supported by evidence, we dismiss[5] this appeal pursuant to Rule 220(b)(1), SCACR, and the following authorities: Canal Ins. Co. v. Caldwell, 338 S.C. 1, 5, 524 S.E.2d 416, 418 (Ct. App. 1999) ("Rule 203(b), SCACR, requires a party to serve his notice of appeal within thirty days after receiving written notice of the entry of a final order or judgment, and failure to do so divests this court of subject matter jurisdiction and results in dismissal of the appeal."); Elam v. S.C. Dep't of Transp., 361 S.C. 9, 15, 602 S.E.2d 772, 775 (2004) (citing Rule 203(b)(1), SCACR, and Rules 50(e), 52(c), and 59(f), SCRCP) ("A timely post-trial motion, including a motion to alter or amend the judgment pursuant to Rule 59(e), SCRCP, stays the time for an appeal for all parties until receipt of written notice of entry of the order granting or denying such motion."); Coward Hund Constr. Co. v. Ball Corp., 336 S.C. 1, 3, 518 S.E.2d 56, 57 (Ct. App. 1999) ("A motion under Rule 59(e) is timely if it is 'served not later than ten days after receipt of written notice of the entry of the order.'"); Pollard v. Cnty. of Florence, 314 S.C. 397, 402, 444 S.E.2d 534, 536 (Ct. App. 1994) (reviewing the circuit court's ruling on a Rule 59(e) motion pursuant to an abuse of discretion standard); Stearns Bank Nat'l Ass'n v. Glenwood Falls, LP, 373 S.C. 331, 336, 644 S.E.2d 793, 795 (Ct. App. 2007) ("An abuse of discretion arises where the judge issuing the order was controlled by an error of law or where the order is based on factual conclusions that are without evidentiary support.") (citation and quotation marks omitted); USAA Prop. & Cas. Ins. Co. v. Clegg, 377 S.C. 643, 651, 661 S.E.2d 791, 795 (2008) (deferring to the circuit court's credibility determinations regarding the timeliness of a motion for reconsideration and declining to reverse the circuit court's decision); Reed v. Ozmint, 374 S.C. 19, 24, 647 S.E.2d 209, 211 (2007) (noting the circuit court judge, who saw and heard the witnesses, is in a better position to evaluate their credibility and assign comparative weight to their testimony).

APPEAL DISMISSED.

FEW, C.J., and CURETON and GOOLSBY, A.J., concur.

---

[4] In a footnote, the circuit court stated Appellant's counsel failed to produce the envelope in which the October 29, 2007 order was mailed to him or a date stamp or any other record establishing a date of receipt.

[5] We decide this case without oral argument pursuant to Rule 215, SCACR.

EXHIBIT 6

L

Truslow & Truslow
Attorneys At Law

Telephone: 803-256-6276 Fax: 803-256-7659

Douglas N. Truslow
douglastruslow@truslowlaw.com

Neal D. Truslow
nealtruslow@truslowlaw.com

Physical Address:
914 Richland Street, Suite B-102
Columbia, SC 29201

Mailing Address:
P.O. Box 1465
Columbia, SC 29202

May 9, 2011

Re: **James Anasti v. Gina L. Anasti Lee, Lance Wilson, Willis Goodwin, Richland County Clerk of Court**
Civil Action Number: 2007-CP-40-0576

The Honorable Tonya Gee
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

Dear Ms. Gee:

Please see the enclosed Motion for Sanctions, Memorandum in Support of Motion, Affidavit of Douglas N. Truslow, Proof of Service and requisite motion fee. Please file same and return the clocked copies to the runner.

Sincerely,

Douglas N. Truslow
DNT/adh

cc: Tony Megna, Esquire (via Certified Mail and regular U.S. Mail)
Thomas Earle, Esquire

COPY

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL(S) FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO.: 2007-CP-40-0576

RECEIVED
MAY 09 2011
SC Court of Appeals

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants,

Of Whom Lance Wilson, Willis Goodwin and Richland County Clerk of Court are Respondents

And Gina Anasti Lee is the Appellant.

MOTION FOR SANCTIONS

Respondent moves for sanctions against Appellant's counsel pursuant to Rule 269, SCACR.

This motion is made on the grounds that, *inter alia*, Appellant's counsel has wrongfully and frivolously pursued this Appeal and has engaged in inappropriate conduct for wrongful purposes and delay.

In support of this Motion, Respondent would rely on the entire record in this case including but not limited to the Orders of the Lower Court, the Order(s) of the Bankruptcy Court and District Court and such Memorandum(s), Affidavit(s), the Fee Affidavit and Exhibits as may be presented.

RESPECTFULLY SUBMITTED,

(Signature on following page.)

Douglas N. Truslow
P.O. Box 1465
Columbia, SC 29202
(803)256-6276
Attorney for Respondent Anasti

Columbia, South Carolina

May 9, 2011

COPY

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

RECEIVED
MAY 09 2011
SC Court of Appeals

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti,.....Respondent,

v.

Lance Wilson, Willis Goodwin, Gina Anasti Lee, Richland County Clerk of Court,.....Defendants,

Of Whom Lance Wilson, Willis Goodwin and Richland County Clerk of Court are.....Respondents,

And Gina L. Anasti Lee is the.....Appellant.

PROOF OF SERVICE

I certify that I have served Respondent's Motion for Sanctions, Memorandum in Support of Motion, and Affidavit of Douglas N. Truslow on Appellant Gina Anasti Lee, and Respondents Willis Goodwin and Lance Wilson by depositing a copy of same in the United States Mail, postage prepaid, on May 9, 2011, addressed to their attorneys of record, Tony R. Megna (Certified and regular U.S. Mail), 3400 West Avenue, Columbia, SC 29203 and Thomas G. Earle, 1735 St. Julian Place, Suite 103, Columbia, SC 29204.

May 9, 2011.

Amanda Douglas Hilley
Paralegal for Douglas N. Truslow

COPY

RECEIVED
MAY 09 2011
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL(S) FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants,

Of Whom Lance Wilson, Willis Goodwin and Richland County Clerk of Court are Respondents

And Gina Anasti Lee is the Appellant.

MEMORANDUM IN SUPPORT

Respondent Anasti seeks Rule 269, SCACR sanctions, damages, legal fees and costs caused by Appellant's counsel's (Megna's) misconduct and bad faith in this frivolous Appeal.[1]

[1] Technically, two Appeals involving the same case were consolidated and have now been dismissed.

HISTORY[2]

The essence of the underlying case is that it should have been a simple, straightforward, uncontested matter involving the confirmation of title to real estate. There should have been no need for litigation, especially extraordinary contentious litigation spanning many years.[3]

However, Megna continued, from the inception of the case through dismissal of the Appeal, to advance claims that were proven to be false, disingenuous and unprofessional. Defenses and counterclaims that Megna asserted – that Appellant owned the property in question by way of adverse possession because, he argued, she owned what she had sold because she could not sell what she did not own [sic] (see transcript of the Summary Judgment hearing), were specious, at best.

Subsequent to Summary Judgment being granted on October 26, 2007, a Rule 11, SCRCP sanctions hearing was set for January 8, 2008. Megna admitted just weeks before (December 5, 2007) to having timely received the Summary Judgment Order (see Transcript in the "Companion Case" and Orders dated April 3, 2008 and April 1, 2009), and Megna was beyond any doubt squarely and unequivocally on notice that the Rule 11 hearing had been set for a day-certain. Despite knowing that he was out-of-time, Megna nonetheless filed a Notice of Intent to Appeal on January 4, 2008, claiming for the first time "late receipt" of the Order granting Summary Judgment as an excuse for his facially defective filing.

The net effect of the appeal was to prevent the Rule 11 sanctions hearing from proceeding; a hearing in which sanctions, fees and damages were expected to be levied against

[2] A more complete procedural and factual history of this Appeal is contained in the Record on Appeal and other documents filed in this case, specifically including Respondent's Motion to Dismiss of January 23, 2008 (with supporting Exhibits); Respondent's Initial Brief dated April 5, 2010; Respondent's Motion to Dismiss dated July 1, 2010, and Respondent's Final Brief dated March 16, 2011.

[3] The Appeal alone lasted three and one-half years.

Megna personally.[4] A Motion to Compel discovery, which would have proven to be extremely problematic for Megna, was also set to be heard in conjunction with the Rule 11 sanctions hearing. It too could not be heard because of Megna's legal maneuvering.

Upon receiving notice that Megna had appealed, albeit untimely, Respondent filed a Motion to Dismiss the Appeal. Thereafter, Megna engaged in more egregious, duplicitous conduct by personally signing and filing Affidavits that were not merely inaccurate, but which were twice found by the Lower Court on remand to constitute "gross misrepresentations".

Upon receiving two separate Orders confirming that he (Megna) had engaged in gross misrepresentations to both the Court of Appeals and the Lower Court, Megna compounded his misconduct by making further, even more bizarre and outrageous claims and engaging in further transgressions. In conjunction, Megna immediately filed for bankruptcy (for Appellant) with the practical effect being that Appellant's own Appeal was mired in a legalistic artifice.

Significantly, and for transparent reasons, Megna opposed Respondent's application for a lifting of the Bankruptcy stay so that Appellant's own Appeal could be concluded. Megna's procedural perversions caused additional and unnecessary delay and expense (to respondent's prejudice), as well as being an undue burden on the Courts.

In ruling against Megna's opposition to a lifting the stay, so that Appellant's Appeal could be resolved, the Bankruptcy Court found:

> ***"It is apparent that one of the primary reasons Debtor filed for bankruptcy relief was to escape the consequence of the state court order and any determination that the order was final due to the untimely appeal filed by Debtor or her counsel.";***

[4] From discovery, it was clear that the frivolous defenses, counterclaims and the Appeal itself were directly attributable to Megna.

And,

> ***"...although Debtor is the party who filed the appeal in state court, when faced with issues of the timeliness of her appeal and possible issues of attorney error, she filed bankruptcy to prohibit a final ruling."***

Subsequently, the Bankruptcy Court denied Megna's motion for reconsideration of its Order(s). He then appealed to the Federal District Court and was denied again. He then lost another motion for reconsideration in the District Court, yet he continues to unnecessarily grind the legal wheel in the Fourth Circuit Court of Appeals, while at the same time inaccurately suggesting, if not outright misrepresenting to this Court, that the within Appeal should be stayed by his continued appeals of the separate and distinct Bankruptcy Court Order(s).

The file in the Court of Appeals establishes the extent to which Megna has gone to prevent the matter from being concluded in a timely, just manner. The Appeal has, however, now been dismissed on the grounds initially submitted by Respondent in January, 2008. Thus, in context, the following Courts have ruled against Megna:

- Judge Kinard (twice, in Summary Judgment and on Megna's out of time Rule 59 (e), SCRCP motion),
- Judge Manning (twice, on remand – finding that Megna was not at all credible and had made repeated and gross misrepresentations to the Court),
- Judge Cooper in the "Companion Case" (finding and concluding that the evidence was irrefutable that Appellant never had title to, nor the right to sell, the property in question);

- Judge Waites (twice relative to Megna's objection to the request to lift the stay so that the within Appeal could move forward)
- Judge Anderson (twice upholding the Orders of Judge Waites and denying Megna's motion for reconsideration), and
- the South Carolina Court of Appeals (in dismissing the appeal as out of time and thus jurisdictionally defective).

Relevant to the Appeal, and to the point of the within Rule 269 Motion, Megna has in bad faith and for personal, unacceptable ulterior motives chosen to continue with frivolous, bad faith litigation. He has deliberately and repeatedly utilized tactics and has made misrepresentations that have been determined to be unacceptable, especially for an attorney. Megna has repeatedly been found to have engaged in misconduct, the result of which has been unnecessary delay, an undue burden on the Courts, and for Respondent to unnecessarily incur very significant costs and fees.[5]

In basic terms, it appears that Megna initiated and has continued the within vexatious and unjustifiable Appeal for at least three totally inappropriate, interrelated reasons:

1. Megna has a documented record of making false claims in an attempt to wear-down Respondent financially and so as to "win at all costs".

Upon the Appeal being remanded for a factual determination as to timeliness, the Lower Court carefully reviewed all of Megna's submissions, assertions and arguments. Megna's

[5] Since Appellant is in personal bankruptcy and the conduct complained of is asserted to be directly attributable to Megna, the damages hearing should be simple. Although the grounds for the Rule 11 sanctions is arguably technically distinct from the grounds for Rule 269 sanctions, the Court has the authority and there is ample precedent to remand the Rule 269 hearing to the Lower Court to be heard in conjunction with the Rule 11 hearing, which may be in the interest of judicial economy, consistency and which may perhaps promote a more complete resolution of the entire matter once and for all.

personal credibility was central to the issue of timeliness because it was he who received the Order from which the Appeal emanated, and it was he who claimed that it came to him out-of-time. He was found to be untruthful. In the context of finding and concluding that the Appeal was untimely, the Lower Court unequivocally stated;

> ***"In making these findings and conclusions, I have considered Megna's serious and repeated inattention to detail, which is well documented and of record, as well as his repeated and gross misrepresentations to the Court, as well as his unwarranted, unjustified and untrue attacks on opposing counsel who clearly appears to have been remarkably restrained and professional in the representation of his client and in dealing with Megna under the circumstances."***

It is also noteworthy that, upon a subsequent remand[6], the Lower Court adopted the identical findings it made previously, with even more emphasis on Megna's penchant for continued and even more egregious, outrageously untruthful claims and unjustified personal attacks.

At that point, and aside from the subsequent and distinct Bankruptcy Court findings and conclusions quoted herein, Megna had been admonished three separate times by two separate Courts for making false claims and in engaging in untrue, uncivil *ad hominem* attacks. Despite being repeatedly rebuked by the Courts, Megna has continued unapologetically and in fact has escalated his vituperative, grossly inappropriate, inaccurate and uncivil attacks (that were

[6] The second hearing was found to have been due to Megna's contrived, untruthful excuses for non-appearance at the first hearing.

irrelevant in any event to any issue of substance). Most seriously, he continued to assert substantial untruths and engage in other behavior that has been concluded to be reprehensible, all in an attempt or with the affect of harming Respondent, circumventing the law, avoiding personal responsibility, and detracting from the case.

In essence, Megna's repeated misconduct from the inception of this case through the entire appellate process has reflected that he has a habit of engaging in inappropriate conduct in a transparent, but unsuccessful attempt to "win at all costs".

2. Megna's motives to cause more delay:

A) Rule 11 Sanctions

Although the Appeal was dismissed on the grounds of being untimely, the underlying case was frivolous and the Appeal has the appearance of having been interjected for, inter alia, the purposes of avoiding Rule 11 sanctions. Once the Lower Court granted Summary Judgment, a Rule 11 sanctions hearing was set for January 8, 2008, along with Respondent's Motion to Compel discovery that would certainly have proven problematic for Megna (especially given his assertion that he has throughout these extensive proceedings apparently represented Appellant for free, based on some personal relationship between the two of them).

It was not coincidental that, with absolutely no prior assertion by Megna of a "late receipt" of the Summary Judgment Order appealed from, and refusing to produce the envelope or any other notation showing the time of receipt, Megna waited until the last possible moment before the Rule 11 and Motion to Compel

hearing were to be heard before unjustifiably filing the patently out-of-time Appeal. At that point in time, he and his law partner, Benjamin Matthews, asserted that the Lower Court was without jurisdiction to hear those matters. They were successful at that time in delaying the Rule 11 and Motion to Compel hearing that had been scheduled. The Appeal was clearly without merit and it is submitted to have been interjected for an ulterior motive – to delay sanctions from being rendered against Megna personally.

B) It appears that Megna has attempted to cover up for missing important deadlines

As is readily apparent from the Record on Appeal, Megna has a history of inattention to important legal detail. Missing the critical, jurisdictionally mandated time in which to appeal is but one more example.

At that point, Megna had two choices, to wit:

(1) make full disclosure, and deal with the consequences, whatever they might have been, or

(2) engage in blatant dishonesty and attempt to blame others for his oversight, in an ill conceived attempt to gain a collateral advantage.

Under Megna's seriously flawed theory, he would have won the Appeal, as well as the underlying case and the "Companion Case", but for having filed the underlying Appeal out-of-time. The essence of what Megna has posited is that it was through his lack of professional diligence that his client lost her case(s) and was forced into bankruptcy. Under these circumstances where there may have been significant consequences attendant to Megna's oversight, his conduct is perhaps understandable, but nonetheless completely unacceptable conduct,

especially for an attorney. Respondent is reminded of a longstanding axiom that is applicable to this situation: "When one finds himself in a hole, the first thing to do is to stop digging."

Given his continued behavior, Megna now should be held accountable for all the damages and feed he has unnecessarily caused Respondent to incur.

3. Megna has demonstrated throughout this case, as in other cases, a continual pattern of engaging in extremely uncivil and unbecoming conduct in an attempt to gain a perceived advantage.

A third reason for Megna's pursuit of frivolous claims is explained and exemplified by the extraordinary mean spirited manner in which he has chosen to practice law, not only in this case, but in other recent cases.

Megna has engaged in a patterns of incivility and extremely discourteous conduct, from the trivial to the outrageous. Initially, he was admonished by the Lower Court at the time of Summary Judgment for unseemly, personal and unjustified attacks, as well as for advancing disingenuous claims. His tactics have unfortunately permeated this Appeal, and in fact escalated subsequent to the time he was admonished twice again for making false claims, as well as making unjustified and untrue attacks directed at opposing counsel. And, it is stressed that such conduct by Megna is not isolated, or an unfortunate dispute between two otherwise professional attorneys in the heat of battle, as reflected in Exhibits 1 and 2 that are attached hereto – Megna has repeatedly engaged in similar conduct and used the same uncivil, unprofessional tactics in dealing with other counsel – accusing two of the

most reputable law firms in South Carolina, multiple respected attorneys in the Pee Dee, a respected former U.S. Attorney, and the Judiciary of the same or similar unethical conduct Megna has asserted Respondent's counsel in this case. Moreover, but to a lesser degree, Megna accused opposing counsel in the "Companion Case" of making untrue representations to the Court, for which he was again admonished. As well, he has made similar odious and abusive complaints against witnesses in this case and against an eminently qualified, respected appellate attorney who rendered an opinion relative to Megna's continued non-compliance with Appellate Rules.

Unfortunately, it has been Megna's *modus operendi* to utilize uncivil and untrue *ad hominem* attacks in a desperate attempt to "win at all costs". Such conduct should not be condoned or ignored.

CONCLUSION

It has been repeatedly found, concluded and now confirmed once again that Megna was untimely in the pursuit of this Appeal. Aside from the utter frivolousness of Appellant's underlying case and Appeal, the Appeal was beyond a doubt untimely. Megna's disingenuous excuses were repeatedly proven to be untrue, at great cost to Respondent. In short, Megna was found to have been grossly and repeatedly untruthful, uncivil, and unprofessional. He has personally caused Respondent to needlessly incur significant legal fees for which Megna, and to a lesser degree his partner Matthews, who also participated in this Appeal and caused unnecessary delay, should be held accountable.

While this Court may certainly elect to assign the within Rule 269 hearing to one of its members for resolution, an alternative choice would be to remand the matter to the Lower Court

for findings and conclusions in conjunction with the pending Rule 11 hearing. It appears that the Federal Appellate Courts have dealt with similar misconduct in such a fashion by remand. See Caldwell v. Palmetto State Savings Bank of South Carolina, 811 F.2d 916. Given that there is a pending Motion for Rule 11 sanctions, a remand of the Rule 269 Motion may be an alternative worth considering – for the sake of consistency, judicial economy, so as to avoid delay and to provide a full and complete opportunity further light to be shed on Megna's conduct. All this is aside from the fact that as a practical matter, when faced with the insurmountable evidence of his misconduct, Megna may be forced to seek wise counsel to advise him of the benefits of resolving all the issues once for all.

Respondent's exhibits and fee affidavit are attached.

Respectfully submitted,

Douglas N. Truslow
Truslow & Truslow, PA
P.O. Box 1465
Columbia, South Carolina 29202
(803) 256-6276
Attorney for Respondent James Anasti

Columbia, South Carolina

May 9, 2011

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti,.....Respondent,

v.

Lance Wilson, Willis Goodwin,
Gina Anasti Lee, Richland
County Clerk of Court,.....Defendants,

Of Whom Lance Wilson, Willis Goodwin and
Richland County Clerk of Court are.....Respondents,

And Gina L. Anasti Lee is the.....Appellant.

EXHIBIT 1

PART VIII

PREDJUCIAL USE OF UNRELATED, INAPPROPRIATE INFORMAITON, AND DEFAMATORY LITAGATION STATEGY

The undersigned submits that not only do the Personal Representatives of the Estate of the Decedent have conflicts of interest in the case at bar, and not only have they made mis-statements of material facts by co-mission and omission, but that they have also resorted to an inappropriate and demeaning litigation strategy in the case at bar that is, in its best light, dishonorable. The Defendant has produced absolutely no evidence whatsoever that the undersigned had any contact with the Decedent other than the Decedent providing limited documents to the Plaintiff that have been disclosed to the Defendant during discovery. Mr. Josey and Mr. James also know they obtained these same documents from the SC Board of Medical Examiners, see Mr. James letter dated June 2, 2010 [See Exhibit KK]. It is not much of a leap to conclude that that there was and is no reasonable basis to file the Motion to Disqualify in the first instance.[13]

The Motion to Disqualify is replete with implied [and not so implied] offensive and unjustified personal and professional attacks on the integrity of the undersigned. It is no secret that the Plaintiff and the undersigned are involved in litigation now pending in Florence County that is completely unrelated to the case at bar. Nor is it a secret that the undersigned was the CEO of MCHG, LLC, the holding company that is at the center of the Lake City litigation. Mr. Josey's and Mr. James' attaching a copy of the Medicare 855 to the Motion to Disqualify noting that fact is for no legitimate reason other than to inflame the passions of this Court. The undersigned is extremely aware that Mr. Josey and Mr. James are attempting to convey to the

[13] Mr. Josey's law firm has been previously admonished for discovery misconduct. The Plaintiff remains astounded that Mr. James' has participated in such matters.

Court the misleading, insulting and not so subtle message to this Court that the undersigned is somehow "dishonest, untrustworthy", etc. They can phrase the issue however they wish. But the truth is they have underestimated the undersigned's absolute unwillingness to bend to such baseless, self-serving, dishonorable actions. The undersigned's association with MCHG and the "Lake City' litigation issues occurred no less than seven [7] years *AFTER* the Decedent left the employ of the Plaintiff. Moreover, the Decedent *has actually admitted his own wrongdoing.* [See Exhibit E]. Mr. Josey, Mr. James, and the Personal Representatives of the Estate of the Decedent have seriously miscalculated the determination of the Plaintiff, and the undersigned, to remedy the wrong that has occurred in the case at bar – as well as in the Lake City matters.

The undersigned has no qualms in informing this Court that the 'Lake City litigation' involves significant allegations of unethical and unprofessional conduct by lawyers of one of the largest law firms in this state, allegations of unethical and unprofessional conduct by lawyers in an influential firm in the Pee Dee, allegations of unethical and unprofessional conduct by relatives of a judge in Florence County, allegations of unethical and unprofessional conduct by physicians with medical practices in Lake City, SC, and allegations of conspiracy, fraud and unprofessional conduct by many others. Neither is it a secret that the 'Lake City litigation' began with the foregoing lawyers and physicians providing *ex parte* information to a Florence County judge[14] that led to the issuance of an *ex parte* restraining order against the undersigned and others. Nor is it secret that the *ex parte* order, as intended by the unethical conduct of many, destroyed a business venture in which the Plaintiff, the undersigned and others were partners.

While the undersigned is perhaps prohibited from discussing the precise nature of the

[14] The undersigned was the Chief Executive Officer of the venture. That is no secret and the undersigned has never denied it. However, the undersigned's position as CEO of that venture, that was initiated in 2007-08 has nothing to do with the current proceedings before this Court.

pending investigations surrounding the matters, the undersigned can attest to the fact, that nearly three years after the initial events, no allegations of wrongdoing against the Plaintiff nor the undersigned have been proven true for the simple reason that there was no wrongdoing by the Plaintiff nor the undersigned in the first instance.

In sum, the Plaintiff and the undersigned, as well as many others, were victimized by many in the Pee Dee area in regard to the Lake City matters. Neither the Plaintiff nor the undersigned has asked for nor expect compassion, empathy, or even understanding from anyone. Additional litigation against those involved in the events leading up to and including the obtaining of the fraudulently obtained *ex parte* order is forthcoming. The Plaintiff provides the foregoing information to this Court for one simple reason. Counsel for the Defendants have unnecessarily, maliciously, and unethically interjected the 'Lake City litigation' into this lawsuit by their personal attacks and insinuations of improper conduct by the undersigned; and have attached a Lake City document to their Motion to Disqualify for the sole realistic reason of prejudicing these proceedings. The Motion to Disqualify crosses the line from advocacy to obstructionism. See the foregoing discussion in relation to Rule 401, Rules 3.3 and 3.4.

The false and unprincipled personal accusations and innuendos being made by Mr. James and Mr. Josey against the undersigned have placed this Court in the unfair and unenviable position of determining whether or not Mr. James and Mr. Josey's accusations [implied and explicit] have prejudiced these proceedings to the extent this Court should *sua sponte* recuse itself from hearing and determining these matters. In the Lake City litigation, the Chief Justice of the SC Supreme Court specifically assigned the proceedings to a jurist outside of the immediate Pee Dee area because of concerns of actual and perceived conflicts of interest as well as the appearance of such conflicts. Mr. James' and Mr. Josey's unprincipled attacks on the

undersigned and the Plaintiff have placed this Court in a similar position considering the distasteful circumstances we collectively find ourselves discussing.

Regardless of the Court's determination of the foregoing, the Plaintiff responds to the Defendant's Motion as follows with the foregoing and the following.

PART IX

1. The basic dispute between the parties revolves about funds repaid to Medicare by Plaintiff on Decedent's behalf during a time period [1999-2000] when, unknown to Plaintiff, Decedent was admittedly disbarred as a provider of medical services under the Medicare program. As noted herein,

   a. Decedent admitted in May, 2004 that, in March 1996 [the first letter], he received a letter from the Medicare OIG stating he had been disbarred as a provider in the Medicare program. [See Exhibit F].

   b. The Defendant's issue as to the undersigned's 'necessary' testimony concerning the document and the authenticity of this document in the first instance has been obviously, purposely and patently intended to mislead this Court because:

      1) As noted previously, Mr. Jay James, by letter dated July 9, 2010 (a copy of which is attached hereto as Exhibit GG) actually provided both pages 1 and 2 of the document to the Plaintiff. As noted, **Mr. James specifically entitled the document "Summary of events and observations believed to have been prepared by Hugh S. Thompson, Jr. May 28, 2004.**

      2) A two-page version of this document was produced and provided to Plaintiff during discovery in this case from FirstChoice Health. The two page version of the document is attached hereto as Exhibit II. This same document (as all documents provided by FirstChoice) was provided to the Defendant by Plaintiff on July 30, 2010. A copy of the email evidencing the documents produced from First Choice to Defendant's counsel, Jay James, is attached hereto as Exhibit MM.

The Plaintiff's answers to interrogatories have been updated to reflect the complete document was obtained by Plaintiff as noted above even though the Defendant's received the document from Plaintiff months prior to the filing of their Motion and provided the Plaintiff the document.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti,.....Respondent,

v.

Lance Wilson, Willis Goodwin,
Gina Anasti Lee, Richland
County Clerk of Court,.....Defendants,

Of Whom Lance Wilson, Willis Goodwin and
Richland County Clerk of Court are.....Respondents,

And Gina L. Anasti Lee is the.....Appellant.

EXHIBIT 2

TONY R. MEGNA

ATTORNEY-AT-LAW
3400 West Avenue
Columbia, SC 29203
TELEPHONE: 803-799-1700
E-mail: tmegna@gmail.com

March 1, 2011

SENT VIA TELEFAX TO 803-796-1066
AND BY FIRST-CLASS MAIL

Desa Ballard
226 State Street
West Columbia, SC 29171-6338

Re: Lee v. Anasti et. al. – 2007-CP-40-0576

Dear Desa:

I have been provided a copy of the Affidavit that you provided for Douglas Truslow. I am bewildered. I have not discussed the matter with you, and you did not contact me or anyone in my office prior to filing the Affidavit. Hopefully, you did not have knowledge of the fact that Douglas had provided my office with hundreds of pages of documents with comments and notes that we had to reorder and 'white-out" so that the page numbers could be inserted and the pages placed in the correct order – as best we could. I cannot speculate as to your motive or comment otherwise except to say I am very disappointed you did not contact me prior to filing the Affidavit.

For your information, I have attached a letter that I have sent to the Court of Appeals this date. The letter is self-explanatory. I respectfully suggest that you consider the fact that you may have been used by Mr. Truslow in a less than appropriate manner, and now find yourself at the center of a difficult situation that you have, hopefully inadvertently, complicated further. I respectfully suggest that you contact Harriet Hobbs at my office [254-3646] if you believe it would be too awkward to contact me directly so that you can understand the actual facts. My intent is to avoid any type of 'he said- she said.' Then, you can make the decision you are now confronted with as to whether or not you should [or have an ethical obligation] to provide the Court of Appeals a more balanced statement that is consistent with the requirements of Rules 3.3 and 3.4 of Rule 407 of the SC Rules of Appellate Practice.

I am very sorry that you have seen fit to insert yourself into these matters – without even the courtesy of a telephone call. You must decide what, if any further obligation you have to the Court, to inquire into matters you now have knowledge were, at best, partially correct when conveyed to you in the first instance. I am more than happy to speak with you if you wish. I can be reached at 803-254-3676 or on my mobile at 803-6106-5983.

I have no control over Douglas nor your decision not to verify the information you were

provided by him. I am, however, personally astonished that you did not so, but that was and remains your decision. One simple telephone call on your part would have avoided, or at least ameliorated, these matters.

Sincerely yours,

Tony R. Megna

cc: Douglas N. Truslow, Esquire
Gina Lee
SC Court of Appeals

TONY R. MEGNA

ATTORNEY-AT-LAW
3400 West Avenue
Columbia, SC 29203
TELEPHONE: 803-799-1700
E-mail: tmegna@gmail.com

March 8, 2011

SENT VIA TELEFAX TO 803-796-1066
AND BY FIRST-CLASS MAIL

Desa Ballard
226 State Street
West Columbia, SC 29171-6338

Re: Lee v. Anasti et. al. – 2007-CP-40-0576

Dear Desa:

As I often tell my children – old enough does not necessarily denote 'wise enough'. Please find enclosed the information you requested in your letter dated March 1, 2011.

I am very sorry that you have seen fit to insert yourself into these matters without even the courtesy of a telephone call. Obviously, I have no control over the injudicious decision not to verify the information you were providing to the Court of Appeals prior to making what you now know are misleading statements. While I remain astounded that you did not do so, and continue to refuse to do so, I respect your judgment that you are 'old enough' to make your own decisions.

Sincerely yours,

Tony R. Megna

TONY R. MEGNA
ATTORNEY-AT-LAW
3400 West Avenue
Columbia, SC 29203
TELEPHONE: 803-799-1700
E-mail: tmegna@gmail.com

SENT VIA TELEFAX TO 803-734-1839
AND SENT FIRST-CLASS MAIL

The Honorable Tanya Gee
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Lee v. Anasti et. al. – 2007-CP-40-0576

Dear Ms. Gee:

I would appreciate you advising the Court that I am surprised [and again embarrassed] by Mr. Truslow's most recent [and, once again, misleading] statements to the Court in his letter dated February 25, 2011.

As noted on my attached Affidavit and the Affidavit of my paralegal, Ms. Harriet Hobbs, Mr. Truslow informed us, in writing, on February 22, 2011 that the proposed ROA we had provided him in the above case was 'acceptable to him.' Once Mr. Truslow's blessings were obtained, my office copied the documents in the Record on Appeal he accepted, hand-delivered 734+ pages to him, and also a pdf copy to Mr. Truslow's office on Wednesday, February 23, 2011. We then reviewed the ROA again, corrected a few errors, and completed the preparation of the ROA to send to the printers. This process was cumbersome as Mr. Truslow had provided our office over 500+ pages of documents [most out of any understandable order, many with hand-writing covering them, most with multiple page numbers on the bottoms of the pages [all of which had to be 'whited out'], many duplicates, others that were blank or blacked out, and the vast majority that were in violation of the orders of the Court as well as Court's procedural rules. We did not complain, but rather cleaned up the documents as best we could. We then went through the ROA again on Thursday, re-positioned some of the documents to better assure they were in correct order, and sent the file to the printers on Friday morning. The printer is going through the ROA again to check our work.'

Mr. Truslow's statement that he does not have a copy of the ROA with page numbers on the bottom is a product of his own sad making. The bottom of virtually every page of the 500+ pages [as well as other writings on the documents] he inappropriately insisted be included in the ROA had numerous markings that had to be erased and 'whited-out'. He obviously and purposely did everything he could to make it all but impossible to get the ROA complete and to the printers and returned in any less time that we have done. And now, he has used his own misconduct to file a request with this Court to dismiss the appeal yet once again. With all due

respect, no one can reasonably state or believe we have not taken every reasonable effort to comply with the orders of this Court. We have. The truth is Mr. Truslow has done, and is continuing to do, his absolute best to mislead this Court. His intentional misconduct is abhorrent and violates any concept of fairness, reasonableness or even the simplest concept of thoughtfulness. I am truly sorry that Mr. Truslow has once again provided partially correct statements to the Court. Once again, the issue is not the information Mr. Truslow provided, but the information he failed to provide to the Court that, respectfully, is the equivalent of an affirmatively false statement. As noted in the comment to Rule 407, SCACR, and Rule 4.1 [Comment 1]: ... Misrepresentations can also occur by partially true but misleading statements or omissions that are the equivalent of affirmative false statements.

Mr. Truslow now has exactly what I have - a record that he found acceptable and suitable for him to use to complete his brief and for me to complete the Appellant's brief. Once the printers complete their processes of review, including putting page numbers a the bottom of each page, I have requested they forward Mr. Truslow and me a pdf copy of the ROA with page numbers on the bottom. I intend to file the Appellant's brief and the Record on Appeal with the Court as the rules of procedure require, and within the time frame the Court has required. I also intend to provide Mr. Truslow with exactly what I have to work with. I do not intend to take advantage, and have not taken advantage, of any issue regarding these matters. The truth is that Mr. Truslow knowingly created this situation, and is now doing everything he can to capitalize on his own misconduct. To date, the Appellant has met her obligation to provide Mr. Truslow the ROA as the orders of this Court and the rules require. Mr. Truslow has what I have – a full and complete copy of the ROA that was hand-delivered and served on him within the time periods required by this Court. It does not include the page numbers at the bottom of each page as the printer is inserting those numbers after making certain the mess Mr. Truslow intentionally created is corrected. If Mr. Truslow was truly concerned about the time limits and page numbers, he would have been much more considerate in the first instance. He was not. It is not much of a leap to conclude that Mr. Truslow is taking every conceivable action to avoid having these matters heard on the merits; and violating his obligations of candor and truthfulness in the process. His assertions are untrue and violate, at the minimum, the spirit and intent of both Rules 407, Rule 3.3 and 3.4 of the SCACR.

As to Ms. Ballard's Affidavit that Mr. Truslow provided to the Court, I am at a complete loss. I have not discussed the matter with Desa. She did not contact me nor anyone in my office prior to filing her Affidavit. It is obvious [hopefully] that Desa did not have knowledge of the facts including the fact that he had provided hundreds of pages of documents that we had to reorder and "white-out" comments and numerous other unrelated markings so that the page numbers could be inserted and the pages placed in the correct order – as best we can. I cannot speculate as to her motives or comment otherwise except to say I am very disappointed she did not contact me prior to the filing of the Affidavit. I trust that the Court will consider the fact that

Desa failed to contact anyone at my office, did not know or understand the hundreds of documents that Mr. Truslow included in the Record of Appeal that were unrelated to the appeal, did not know or understand the hundreds of documents that had to be 'whited-out' on the bottoms so that the numbers could be inserted by the printer, and did not take into account the hundreds of documents included in the Record on Appeal on matters that had been 'stayed' by un-appealed orders of the Trial Court, and that Mr. Truslow actually agreed to the ROA as 'acceptable' to him as noted on the attached letter. Again, I can only surmise that Mr. Truslow provided but partial information to Desa as he consistently has done with this Court and the Trial Court. And, unfortunately, instead of verifying the matters, simply accepted Mr. Truslow's assertions- again, apparently providing only partial truths in violation of Rules 3.3 and 3.4 as noted above. I have attached a letter sent to her this date.

In closing, please inform the Court the ROA was, indeed, served on the Appellee within the time limits as the Court required and as verified by he attached Affidavit of Ms. Hobbs. I expect the pdf version of the ROA [that was timely served and hand-delivered to Mr. Truslow as required by this Court] with correct page numbers on the bottom of each page of the ROA to be available to both me and Mr. Truslow by the end of this week. The ROA is not due to be filed with the Court until Thursday, March 10, 2011. Mr. Truslow will have several days to complete and file his brief – as will I; and he will have access to the ROA that this Court will have. I intend to file my brief timely. There is no excuse for Mr. Truslow not to do the same.

Again, please accept my apologies for these matters. But, I have no control over Mr. Truslow's continuing misconduct and untruthfulness.

Sincerely yours,

Tony R. Megna

cc: Douglas N. Truslow, Esquire
Gina Lee
Desa Ballard

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti,.....Respondent,

v.

Lance Wilson, Willis Goodwin,
Gina Anasti Lee, Richland
County Clerk of Court,.....Defendants,

Of Whom Lance Wilson, Willis Goodwin and
Richland County Clerk of Court are.....Respondents,

And Gina L. Anasti Lee is the.....Appellant.

EXHIBIT 3

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: Gina Anasti Lee, Debtor(s).	C/A No. 09-02854-JW Chapter 13 **ORDER CONDITIONING AND CONFIRMING PLAN**

This matter comes before the Court for confirmation of the Amended Chapter 13 Plan ("Plan") filed on March 24, 2010 by Gina Anasti Lee ("Debtor"). After notice and a hearing, the Court makes the following findings of fact and conclusions of law.

Debtor filed a voluntary petition for relief under chapter 7 of the Bankruptcy Code on April 16, 2009. The case was subsequently converted to a case under chapter 13. On August 5, 2009, Debtor filed a chapter 13 plan. The plan has been amended a number of times during the course of the case and confirmation has previously been denied because the plan under consideration did not meet the requirements of 11 U.S.C. § 1325(a). The Court finds that further amendment of the Plan would delay distributions to creditors and would not be in the best interest of the parties.

A central part of the Plan is represented by certain nonstandard language set forth in Part III, Subsection A, which addresses contingent litigation regarding property located at 2325 Two Notch Road, Columbia, South Carolina ("Property"). This Property is the subject of state court litigation and appeals to the United States District Court regarding the establishment of Debtor's interest in the Property. Debtor proposes in the Plan to continue such litigation, and upon the establishment of her interest in the Property, to sell the Property under the direction of the Court with all proceeds of the sale to be turned over to the Trustee for appropriate distribution to all creditors who have filed timely

proofs of claim with the Court after the Court determines the amount, if any, for attorney's fees and costs that are due to counsel for Debtor.

The Court believes it is in the best interests of all parties in interest for the Plan to be confirmed but finds that portions do not meet the requirements for confirmation or should otherwise be adjusted or conditioned by this Order. Therefore, the Court finds as follows:

(1) The provision indicating that the opposing party in state court, James Anasti, has waived claims for monetary damages is not approved. The evidence indicates that while Mr. Anasti has not and may not intend to file a claim for prepetition debt, he does not waive any post petition claim(s), including any claim for costs or damages associated with the ongoing state court litigation and federal appeals.

(2) The provision indicating that "all proceeds of the sale [shall] be turned over to the Trustee for appropriate distribution to all creditors who have filed timely proofs of claim with the Court" provides for no deduction of any type from the proceeds for Debtor. Therefore, the Court confirms that Debtor shall receive no distribution or deduction of any type from the sale of the Property unless all claims are paid in full.

(3) To the extent that Part III, Subsection A, may be read to provide for the deduction of attorney's fees and costs for Debtor's counsel before any turnover of proceeds to the Trustee, it is not approved. At the hearing, Debtor's counsel recognized that any allowance of fees or costs would have to be approved in advance by the Court based upon an application pursuant to 11

U.S.C. § 330. Fees and costs shall not be paid according to the schedule provided in Part IV, Subsection A of the Plan. Therefore, all proceeds shall be immediately turned over to the Trustee with any payment of approved fees and costs paid thereafter.

(4) Claims of unsecured creditors shall be paid in full to the extent sufficient funds are received from any sale of the Property.

The Court finds that the remaining provisions of the Plan comply with the provisions of Chapter 13 and with all other applicable provisions of the Bankruptcy Code and that all fees and charges to be paid before confirmation have been paid. Accordingly,

IT IS ORDERED THAT:

1. Subject to the provisions of this Order, the Amended Chapter 13 Plan filed on March 24, 2010 is confirmed; and
2. Debtor shall not incur indebtedness nor sell, encumber, or otherwise transfer any interest in estate property outside the ordinary course of business without approval of the Court.

AND IT IS SO ORDERED.

FILED BY THE COURT
04/15/2010

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

John E. Waites
Chief US Bankruptcy Court Judge
District of South Carolina

Entered: 04/16/2010

COPY

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL(S) FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr. Circuit Court Judge
L. Casey Manning, Circuit Court Judge

RECEIVED
MAY 09 2011
SC Court of Appeals

CIVIL ACTION NO.: 2007-CP-40-0576

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants,

Of Whom Lance Wilson, Willis Goodwin and Richland County Clerk of Court are Respondents

And Gina Anasti Lee is the Appellant.

AFFIDAVIT OF DOUGLAS N. TRUSLOW

PERSONALLY APPEARED BEFORE ME, DOUGLAS N. TRUSLOW, who being duly sworn, deposes and says (in his words):

I have been continuously practicing law since 1975 and have an "AV" rating.

I devoted substantial work to this appeal. My hourly rate is $295.00 and my billing associated with this appeal is attached. The time spent is accurate and was necessary under the circumstances. The client was unable to pay, so there has been a contingency of payment.

The case was obviously decided favorably to my client on the grounds submitted by my client.

The record in this appeal clearly shows that opposing counsel was uncivil and found to be untruthful.

The appeal representation is from January 8, 2008 through May 1, 2011 (when I received notice that the appeal had been dismissed).

Summary:

Hours by attorney necessary devoted to appeal: 606

Hours by paralegal necessary devoted to appeal: 78

Costs: $4,112.56

Time records are attached.

The undersigned did not handle the efforts to lift the bankruptcy stay (now believed to be on Appeal by Attorney Megna to the Fourth Circuit), but he is informed and believes that the fees associated with that issue exceeded $30,000.00 and were caused by Attorney Megna's actions.

In summary, Appellant's attorney engaged in extensive unprofessional and unethical acts, caused extensive delay and unfairly and needlessly caused the Respondent to suffer losses. Respondent seeks a hearing on the issues.

DOUGLAS N. TRUSLOW

SWORN TO AND SUBSCRIBED BEFORE ME

this _____ day of _____, 2011

_____

Notary Public for South Carolina

My Commission Expires:_____

Truslow & Truslow, PA
Post Office Box 1465
Columbia, SC 29202-1465

Ph:(803)256-6276 Fax:(803)256-7659

James Anasti
237 D King Street
Charleston, SC
29401

May 6, 2011

File #: 06-059
Inv #: Sample

Attention:

RE: Anasti v. Lee

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-08-08	1/8/08 - 1/23/08: Preparation of Motion to Dismiss (Appeal is late). Memorandum including exhibits.	12.00	3,540.00	DNT
Feb-12-08	Review of file regarding submission, law, facts and ethical issues	2.00	590.00	DNT
	Telephone conference with Desa Ballard regarding issues raised	0.20	59.00	DNT
	Telephone conference with Curtis Dowling regarding companion case.	0.20	59.00	DNT
	Preparation of letter and revisions after reviewing transcript	1.75	516.25	DNT
Feb-13-08	Preparation of letter to Megna and revisions based on transcripts and follow up	1.00	295.00	DNT
	Telephone conference with Desa Ballard regarding Appeal and ethics issues.	0.50	147.50	DNT
Mar-10-08	Review of proposal and issues	0.50	147.50	DNT
	Telephone conference with Mr. Earle	0.30	88.50	DNT
Mar-20-08	Conference with client	1.50	442.50	DNT

Mar-24-08	Preparation of letter and f/u re: hearing	2.00	590.00	DNT
Mar-28-08	Travel to Court re: hearing date on Motion	0.60	177.00	DNT
	Preparation of various letter(s) and faxes	0.20	59.00	DNT
	Telephone conference with Mr. Dowling and Mr. Earle	0.40	118.00	DNT
Mar-29-08	Research and preparation for hearing	2.50	737.50	DNT
Mar-31-08	Preparing for hearing	4.30	1,268.50	DNT
Apr-01-08	Preparing for hearing	2.00	590.00	DNT
	Preparing for hearing	2.50	737.50	DNT
	Preparation of Memo and Proposed Order	1.00	50.00	ADH
Apr-02-08	Working on argument	6.00	1,770.00	DNT
	Preparation of Memorandum	2.50	125.00	ADH
	Preparation for evidentiary hearing	3.00	150.00	ADH
Apr-03-08	Travel to Court; hearing; working on Order, etc. No appearance by Megna and he cannot be located.	6.50	1,917.50	DNT
	Meeting with David Byrd	2.00	590.00	DNT
	Attendance at hearing	1.00	50.00	ADH
Apr-04-08	Delivery of Order to Court of Appeals	0.50	147.50	DNT
	Telephone conference with client (x2)	1.00	295.00	DNT
Apr-07-08	Working on response to Defendant Appellant's Motion and follow up research re: jurisdiction; telephone conference with David Byrd and Dowling	6.00	1,770.00	DNT
Apr-08-08	Follow up regarding Order preparation and research re: service of hearing notice and issues involved	2.00	590.00	DNT

	Preparation of Draft Order re: Motion to Reconsider	1.00	50.00	ADH
Apr-10-08	Telephone conference with attorneys in other cases and follow up	3.00	885.00	DNT
	Preparation of copies and fax to Attorney's Firm	0.50	25.00	ADH
Apr-11-08	Telephone conference with law firm and follow up; telephone conference with attorney's regarding other cases.	3.00	885.00	DNT
Apr-14-08	Review of incoming correspondence and follow up letter	1.50	442.50	DNT
	Legal research on issues relating to Appeal and ethics	1.00	295.00	DNT
	Telephone conference with Desa Ballard regarding ethics issues	0.30	88.50	DNT
	Preparation of letter to Desa Ballard and copying of documents	0.50	25.00	ADH
Apr-15-08	Telephone conference with Celeste Jones' office and follow up	0.50	147.50	DNT
	Review of documents and internet research	3.00	885.00	DNT
Apr-16-08	Telephone conference with Jones and follow up	0.30	88.50	DNT
	Review of documents	1.50	442.50	DNT
Apr-17-08	Telephone call to Circuit Court re: hearing or reconsideration	0.10	29.50	DNT
	Research (Appeal)	1.00	295.00	DNT
	Telephone conference with Court of Appeals	0.10	29.50	DNT
	Research on motions and jurisdiction	2.50	737.50	DNT
Apr-22-08	Extensive work of reviewing incoming correspondence and file; telephone conferences with Matthews and Court re: hearing and follow up letters	4.50	1,327.50	DNT

	Preparation of letters	1.00	75.00	ADH
Apr-23-08	Preparation of various letters and follow up	2.50	187.50	ADH
Apr-24-08	Preparation of letters and revisions to Motion	2.00	100.00	ADH
Apr-25-08	Preparation of Exhibits	0.50	25.00	ADH
Apr-26-08	Working on Appeal issues and question of _____ jurisdiction	3.50	1,032.50	DNT
Apr-28-08	Working on detailed Memo re: Appeal with documentation	5.00	1,475.00	DNT
	Revision of Return and Exhibits; preparation for filing, copying and cover letters; preparation of Respondent's Motion for Costs and Fees, itemized statement of fees and costs, and Memorandum in Support of Motion for Costs and Fees	7.00	350.00	ADH
	Preparation of Respondent's Motion for Costs & Fees, itemized statement of fees and costs, and Memorandum in Support of Motion for Costs & Fees	4.00	300.00	ADH
Apr-29-08	Working on case/Appeal and Motions. Revisions on Return and copies of Exhibits; filing with Court of Appeals	3.00	885.00	DNT
	Revisions to Return and copies of Exhibits; filing with Court of Appeals	4.00	200.00	ADH
Apr-30-08	Working on Appeal	2.00	590.00	DNT
	Legal research re; ethics issue (additional issues based on Megna's claims)	2.00	590.00	DNT
May-02-08	Telephone conference with Desa Ballard re: legal issues and f/u	1.50	442.50	DNT
May-06-08	Review of incoming information and research re: notice and service	2.50	737.50	DNT
May-07-08	Research April 28 case and Rule 60	2.00	590.00	DNT
May-08-08	Research of notice and conversation with McCauley regarding resolution by Arbitration or Mediation	1.00	295.00	DNT

May-12-08	Telephone conference with Court re: Motion hearing and status	0.20	59.00	DNT
	Telephone conference with Appeals Court re: status and need to respond	0.25	73.75	DNT
May-14-08	Research re: Court of Appeals and what to do re: outstanding Motions	1.00	295.00	DNT
May-15-08	Review of incoming correspondence	0.10	29.50	DNT
	Telephone conference with Earle re: rent	0.20	59.00	DNT
May-20-08	Preparation of responses to Defendant's letters	1.75	516.25	DNT
	Preparation of letters (x3)	1.00	75.00	ADH
May-22-08	Telephone conference(s) with McNair Law Firm re: files, status on Appeal and legal issue	1.00	295.00	DNT
Jun-02-08	Review of incoming correspondence and follow up	0.20	59.00	DNT
Jun-10-08	Telephone conference with Earle's office re: status	0.25	73.75	DNT
	Telephone conference with Dowling's office re: status	0.25	73.75	DNT
Jun-20-08	Review of incoming correspondence and telephone conference with Ballard re: appeal, case status, ethical issues claimed by Megna (x2)	0.30	88.50	DNT
Jun-23-08	Preparing for hearing, Order, Brief, Exhibits, etc.	8.00	2,360.00	DNT
Jun-24-08	Travel to Court to review Clerk's file for update of filings	1.00	295.00	DNT
Jun-25-08	Working on case for hearing including outline of argument	2.00	590.00	DNT
Jun-30-08	Detailed work on draft and redraft of Order, exhibits and research, etc.	4.00	1,180.00	DNT
Jul-01-08	Review Order and additional documents	2.00	590.00	DNT

	Working on case (see details from Court of Appeals files)	4.00	1,180.00	DNT
Jul-07-08	Follow up research re: notice and Rule 5	2.50	737.50	DNT
	Office conference with Desa Ballard regarding additional ethical issues needlessly arised by Megna and Matthews	1.50	442.50	DNT
Jul-08-08	Review of documents for hearing	1.00	295.00	DNT
	Telephone conference with clerk re: hearing	0.20	59.00	DNT
Jul-10-08	Working on case; travel to Court re:hearing	2.00	590.00	DNT
	Preparation of Affidavit of Amanda Hilley	1.00	75.00	ADH
Jul-11-08	Revise brief and research	4.00	1,180.00	DNT
Jul-14-08	Legal research and appeal/motions prep	4.00	1,180.00	DNT
Jul-15-08	Working on Motion(s)	1.50	442.50	DNT
Jul-17-08	Revise exhibits, etc.	3.00	885.00	DNT
Jul-21-08	Preparation for hearing	1.00	295.00	DNT
	Telephone conference with Dick Harpootlian	0.25	73.75	DNT
Jul-22-08	Office conference with staff and follow up re:hearing and information for Harpootlian	1.00	295.00	DNT
Jul-23-08	Telephone conference with Dick Harpootlian	0.20	59.00	DNT
Jul-28-08	Review of incoming correspondence, preparation of letters, and telephone conference with Desa Ballard regarding appeal and issues	3.00	885.00	DNT
Jul-31-08	Telephone conference with Judge Manning's office to schedule Motions hearing and telephone conference with Harpootlian's assistant. Postponed at last minute by Megna's and Matthewa actions to delay case.	0.20	15.00	ADH
Aug-04-08	Preparation of letter to Harpootlian, faxing and copying cc's	0.75	56.25	ADH

Aug-19-08	Preparation of letter to Earle re: property matter on Appeal	0.20	15.00	ADH
Sep-03-08	Preparation and revision of letter to Harpootlian per Douglas N. Truslow	0.50	37.50	ADH
Sep-05-08	Review of dates re: SOL and revision of letter. Research issues on Appeal.	1.30	383.50	DNT
Sep-15-08	Office conference with Ballard	0.75	221.25	DNT
	Preparation of letter	0.10	7.50	ADH
Sep-22-08	Preparation for hearing and preparation for redrafting of proposed Order	3.50	1,032.50	DNT
Sep-23-08	Preparation for revision of Order and review of other case	2.00	590.00	DNT
Sep-29-08	Case prep and more research on needless issues raised by Megna	2.00	590.00	DNT
Sep-30-08	Revision of document	2.00	150.00	ADH
Oct-02-08	Preparation for Argument and Court	3.50	1,032.50	DNT
Oct-06-08	Revision of proposed Order in light of various alternative arguments raised by Megna	1.50	442.50	DNT
Oct-09-08	Preparation of Brief	1.00	295.00	DNT
Feb-09-09	Working on major tax issues regarding Appeal and delays caused by Megna	2.75	811.25	DNT
	Telephone conference with Tom Earle	0.20	59.00	DNT
	Preparation of letter	0.10	29.50	DNT
	Preparation of letter to Richland County Tax Assessor and follow up	0.50	37.50	ADH
Apr-03-09	Travel to Court re: Order	1.00	295.00	DNT
Apr-06-09	Telephone conference and follow up with client; filings, mailings, etc and purchase info regarding appeal	4.50	1,327.50	DNT

Apr-07-09	Various emails and follow up	2.30	678.50	DNT
	Telephone calls to Harpootlian regarding remand of Appeal (x6)	0.30	88.50	DNT
	Follow up with David Byrd and emails re: purchase and problems from Appeal	1.70	501.50	DNT
Apr-08-09	Misc. work re: real estate; delays in Appeal and issues created	2.50	737.50	DNT
Apr-09-09	Telephone conference with Harpootlian and follow up letter	0.25	73.75	DNT
Apr-13-09	Telephone conference with David Byrd, telephone conference with Streater, revision of settlement letter and review of file regarding damages from delay on Appeal	4.00	1,180.00	DNT
Apr-14-09	Working on same issues. Delays by Megna are causing serious damages to client and he may lose property.	4.00	1,180.00	DNT
Apr-15-09	Working on appeal issues and letters re: ethics issue	3.75	1,106.25	DNT
Apr-16-09	Working on letter, etc., conference with D. Ballard, etc.	3.50	1,032.50	DNT
Apr-17-09	Review and revision of letter	0.50	147.50	DNT
Apr-18-09	Review of incoming correspondence (x2) re: Appeal and Bankruptcy	0.50	147.50	DNT
	Research of "stay" law	2.50	737.50	DNT
	Preparation of letter	0.20	59.00	DNT
Apr-20-09	Research on Bankruptcy, stay regarding Appeal; conference with Emmits and Licati and preparation of letter	3.00	885.00	DNT
Apr-21-09	Research re: stay and effect	0.50	147.50	DNT
Apr-22-09	Working on Bankruptcy regarding Appeal and telephone conference with Earle, telephone conference with Byrd regarding Appeal delays	3.25	958.75	DNT

Apr-23-09	Review of file re: bankruptcy and Appeal; send to Licata	0.25	73.75	DNT
	Office conference with staff regarding problems with Megna and delay	0.25	73.75	DNT
	Preparation of letter	0.30	88.50	DNT
Apr-24-09	Review of Appeal file and follow up; telephone conference with Court of Appeals; preparation of letter	2.50	737.50	DNT
Apr-28-09	Research re: tax and discharge in bankruptcy regarding Appeal	2.00	590.00	DNT
Apr-30-09	Misc work; conferences with Licata, review of Court letter, research of law re: appeal	2.75	811.25	DNT
May-05-09	Working on ethics issue and bankruptcy problems/Appeal; telephone conference with Steve Licata and client	3.50	1,032.50	DNT
May-06-09	Conference with Andy S. and S. Licata and follow up; preparation of emails on effect of bankruptcy on Appeal	4.00	1,180.00	DNT
May-11-09	Office conference with Byrd re: tenant, taxes and Appeal	0.75	221.25	DNT
	Telephone conference with Earle	0.20	59.00	DNT
May-18-09	Telephone conference with Court of Appeals and preparation of Brief and research on Hobbs Affidavit	4.00	1,180.00	DNT
May-19-09	Drafting of proposed return and follow up	2.00	590.00	DNT
May-20-09	Revise Brief	1.50	442.50	DNT
May-26-09	Review of incoming correspondence and follow up, working on Brief and telephone conference with Ballard and Licata	4.00	1,180.00	DNT
	Preparation of Return to Memorandum	1.50	112.50	ADH
May-27-09	Research on Bankruptcy and Appeal	1.50	442.50	DNT
	Telephone conference with Licata	0.25	73.75	DNT

	Revision of Brief (x3)	1.00	295.00	DNT
	Preparation of letters copying documents to Ballard and Licata, Return to Appellants Memo, cover letter and certificate of service	2.50	187.50	ADH
May-28-09	Preparation of letter and follow up	0.50	37.50	ADH
May-29-09	Various work as result of Megna's emails, etc.	2.50	737.50	DNT
Jun-01-09	Various work re: Megna email and letters; and emailing Desa and Steve	2.00	590.00	DNT
Jun-08-09	Review of file re: Appeal and Bankruptcy and follow up	0.25	73.75	DNT
Jun-18-09	Review of incoming correspondence	0.25	73.75	DNT
	Telephone conference with Court	0.25	73.75	DNT
	Telephone conference with Licata	0.25	73.75	DNT
Jul-14-09	Telephone conference with Licata	0.10	29.50	DNT
	Review of incoming correspondence from Megna and response with Licata and follow up	0.50	147.50	DNT
Aug-11-09	Telephone conference with bankruptcy attorney Licata re: offer and status of bankruptcy and Appeal	0.50	147.50	DNT
Aug-12-09	Review of incoming coorespondence re: bankruptcy, settlement, offer, response and effect on Appeal	0.25	73.75	DNT
Sep-17-09	Bankruptcy Court and follow up with Licata and review of emails	1.75	516.25	DNT
Sep-18-09	Review files and telephone conference with Licata regarding Bankruptcy suit - not served; impact on Appeal	1.50	442.50	DNT
Jan-03-10	Emailing of ethics question	0.40	0.00	NDT
Jan-04-10	Telephone conference with client (x2) and emailing attorney	1.00	295.00	DNT
	Research of ethics issue	0.50	147.50	DNT

	Telephone call from client	0.10	20.00	NDT
	Review of file re:ethics answer/duty to report per Appeal and Order	0.50	100.00	NDT
Jan-14-10	Misc re: Court of Appeals research, etc.	0.50	147.50	DNT
	Editing Brief/report	1.00	200.00	NDT
Jan-15-10	Revision of letter and follow up	1.50	442.50	DNT
Jan-16-10	Preparation of letter and follow up re: possible settlement of issues - effect on Appeal and bankruptcy	3.00	885.00	DNT
	Letter to Court of Appeals; drafting of Order; review of letter from Bankruptcy Court	0.60	120.00	NDT
Jan-17-10	Research on all bankruptcy issues and effect on Appeal	4.00	1,180.00	DNT
	Phone conference with Licata and 3 emails	0.50	147.50	DNT
Jan-18-10	Revision of letter to Court of Appeals and review of Appeal file and consult with Neal D. Truslow	2.00	590.00	DNT
	Draft of letter to Court of Appeals and review of file	1.30	260.00	NDT
Jan-19-10	Telephone conference with Earle	0.25	73.75	DNT
	Telephone conference with Dowling	0.25	73.75	DNT
	Telephone conference with Jones re: "stay"	0.25	73.75	DNT
Jan-20-10	Review of incoming correspondence	0.10	20.00	NDT
	Review of Court Rule 269 and email	0.10	20.00	NDT
Jan-25-10	Preparation of letter to Court	0.25	18.75	ADH
Feb-10-10	Appeal issues as it relates to Bankruptcy and telephone calls with Licata and follow up	5.00	1,475.00	DNT
	Preparation of letter, fax and copies to Court of Appeals; follow up	2.00	150.00	ADH

Feb-12-10	Various emails (3) with client re: succession plan in context of Appeals and delay	0.50	147.50	DNT
Feb-15-10	Responding to Megna's emails; research re: stay; Licata re: bankruptcy and two letters; new ethics issues	2.75	811.25	DNT
Feb-18-10	Note to Appeal file after telephone conference with Steve Licata last evening	0.30	88.50	DNT
Feb-19-10	Review of incoming correspondence	0.10	29.50	DNT
	Review of file	0.20	59.00	DNT
	Telephone conference with S. Licata to confirm	0.25	73.75	DNT
	Preparation of letter to Court of Appeals	0.75	221.25	DNT
Feb-24-10	Drafting of letter to Court of Appeals; review of Court of Appeals Order of 2/19/10	1.50	300.00	NDT
	Review of file; drafting & editing letter	0.40	80.00	NDT
Feb-25-10	Various work on Appeal issue and responses to Megna emails	2.00	590.00	DNT
	Preparation of Motion for Reconsideration	1.00	75.00	ADH
Feb-28-10	Legal research re: interlocutory appeals; telephone call to Ashley Stratton; review and follow up	1.60	320.00	NDT
Mar-01-10	Revision of Motions to Court of Appeals; telephone conference with Desa Ballard	1.50	442.50	DNT
	Preparation of second motion and follow up	1.50	442.50	DNT
	Revisions to Motion for Reconsideration and delivery to Court of Appeals	2.00	150.00	ADH
Mar-02-10	Preparation and revisions to Motion to Dismiss	1.00	75.00	ADH
Mar-05-10	Additional changes to Motion to Dismiss	1.50	112.50	ADH
Mar-07-10	Review of incoming correspondence from Court of Appeals and follow up	0.25	73.75	DNT

	Working on Appeal	3.00	885.00	DNT
Mar-08-10	Various emails; telephone conference with Steve Licata (x2)	0.50	147.50	DNT
	Working on Appeal and Statement of Facts	7.50	2,212.50	DNT
Mar-09-10	Review of emails (x3)	0.25	73.75	DNT
	Telephone conference with Steve Licata re: case, award, federal court, law	0.50	147.50	DNT
	Revision of Appeal Statement	3.00	885.00	DNT
	Working on Appeal and Statement of Facts	4.00	1,180.00	DNT
Mar-10-10	Working on Appeal (trying to frame issues with supporting facts)	4.50	1,327.50	DNT
Mar-13-10	Working on Appeal and Facts of Case	4.50	1,327.50	DNT
Mar-14-10	Working on Appeal and Facts of Case	4.50	1,327.50	DNT
Mar-15-10	Working on Appeal and Facts of Case. Made more difficult by Megna obstreperous actions.	6.00	1,770.00	DNT
Mar-17-10	Preparation of corrections/revisions of Initial Brief	4.00	300.00	ADH
Mar-22-10	Editing of initial brief	3.60	720.00	NDT
Mar-26-10	Running total of time from 3/18-3/26 - working on Appeal and deadlines	21.00	6,195.00	DNT
Mar-27-10	3/27/10 - 4/02/10 - Finishing work on initial Appeal and extensive time on transcript materials	15.00	4,425.00	DNT
Mar-29-10	Editing of Brief	2.00	400.00	NDT
Mar-30-10	Editing of Brief	2.50	500.00	NDT
Apr-01-10	Editing of Brief	2.30	460.00	NDT
Apr-03-10	Work on Final Brief; letter; and Designation Of Matter To Be Included On The Record On Appeal - problems created by Megna	2.00	590.00	DNT

Apr-05-10	Hand-delivery of Briefs, et. al	1.00	200.00	NDT
Apr-06-10	Various emails and review of file regarding Megna's continuing misconduct	3.75	1,106.25	DNT
Apr-07-10	Telephone conference with Licata; emails; telephone conference with Earle	2.50	737.50	DNT
	Checking on Megna's fax with Court of Appeals and follow up	0.25	73.75	DNT
Apr-08-10	Detailed review of Arbitration transcript; research record on Appeal and emails with client; meeting with Derrick re: sale regarding Appeal	4.50	1,327.50	DNT
Apr-10-10	Working on Appellant issues and getting record research	2.00	590.00	DNT
Apr-14-10	Misc work on Appeal issue and follow up on Bankruptcy and Appeal; Megna delay issues	2.00	590.00	DNT
May-13-10	Review of incoming correspondence; review of file; telephone conference re: Anderson Order and follow up re: Appeal	1.00	295.00	DNT
Jun-14-10	Review of various emails, etc from last two weeks regarding Megna and uncivil actions	2.50	737.50	DNT
Jun-16-10	Preparation and revision of letter to Megna	0.25	18.75	ADH
Jun-23-10	Emails from Megna (x10)	0.50	100.00	NDT
	Response to emails (x6)	0.60	120.00	NDT
	Follow up on demands from opposing counsel	0.30	60.00	NDT
Jun-25-10	Working on Motion, letter, etc. Follow up on Megna's demands.	2.50	737.50	DNT
	Various emails, consideration of response(s) re: appeal. insults, etc (ultimately did not respond)	2.50	737.50	DNT
Jun-28-10	Preparation of Memorandum in Support	2.00	150.00	ADH
Jun-29-10	Working on Motion caused by Megna's failure to follow rules	4.00	1,180.00	DNT

Jun-30-10	Review of email	0.20	59.00	DNT
	Working on revisions to Brief	2.00	590.00	DNT
	Preparation of Motion to Dismiss and Memorandum in Support	4.00	300.00	ADH
Jul-01-10	Review of memos and Appeal by Megna and follow up (based on his false claims).	2.00	590.00	DNT
	Revision and completion of Motion and memo in light of Appeal of Judge Anderson's Order to the 4th Circuit	1.75	516.25	DNT
Jul-05-10	Appeal issue	2.50	737.50	DNT
Jul-06-10	Appeal and misc issues; various communications with client and Byrd. Delays by Megna.	4.00	1,180.00	DNT
Jul-07-10	Review of incoming correspondence from Court and follow up	0.10	29.50	DNT
	Follow up revisitions of Response to Motion to Extend	0.50	147.50	DNT
Jul-08-10	Preparation of Return and Reply to Megna's delay tactics	1.00	295.00	DNT
Jul-09-10	Various emails, Motions, etc.	3.50	1,032.50	DNT
Jul-12-10	Working on various Motions and problems created by Megna. Preparations of additional correction and revisions to Return and Reply.	2.00	590.00	DNT
Jul-13-10	Preparation of additional corrections and revisions to Return and Reply	1.00	295.00	DNT
Jul-14-10	Preparation of additional corrections and revisions to Return and Reply	5.00	1,475.00	DNT
Jul-15-10	Working on Appeal Motions. Preparation of additional corrections and revisions to Return and Reply; preparation of Exhibits, copies, highlighting and mailing.	6.00	1,770.00	DNT
Jul-16-10	Working on Appeal Motions. Preparation of additional corrections and revisions to Return and Reply; preparation of Exhibits, copies, highlighting and mailing.	6.00	1,770.00	DNT

Jul-21-10	Review of incoming correspondence from Megna and forward and responses	1.00	295.00	DNT
Jul-22-10	Responses to emails and insults from Megna and his claims of unethical conduct	2.00	590.00	DNT
Jul-23-10	Misc work re: letter, etc.	2.00	590.00	DNT
Jul-28-10	Various responses to Megna's recent filings	2.00	590.00	DNT
Aug-05-10	Review of incoming correspondence and research of response. Preparation of letter to Court of Appeals re: Megna's letter.	1.20	354.00	DNT
Aug-18-10	Review of incoming correspondence	0.10	29.50	DNT
	Telephone conference with Ballard (x2)	0.20	59.00	DNT
	Research on whether to respond	0.25	73.75	DNT
Aug-26-10	Review of Court Order	0.10	29.50	DNT
Aug-30-10	Preparation and revision of letter	0.50	147.50	DNT
	Preparation of letter to Megna and follow up	1.00	75.00	ADH
Aug-31-10	Revision and put on yet another schedule caused by Megna	1.00	295.00	DNT
Sep-01-10	Working on Appeal and new issues raised by Megna	4.00	1,180.00	DNT
Sep-02-10	Working on Appeal and telephone conference with Licata	2.50	737.50	DNT
Sep-08-10	Telephone conference with Licata and follow up regarding effect of Appeal on Bankruptcy	0.25	73.75	DNT
	Preparation of letter, etc.	0.50	147.50	DNT
Sep-16-10	Misc work on Appeal	0.50	147.50	DNT
Sep-17-10	Preparation of letter	0.20	59.00	DNT
Sep-20-10	Preparation of letter re: appeal and follow up	0.50	147.50	DNT

	Preparation of letter and fax coversheet. Follow up.	0.40	30.00	ADH
Sep-25-10	Dealing with Megna's filings and Memo and research	4.50	1,327.50	DNT
Sep-28-10	Response to Motions under time table	6.00	1,770.00	DNT
Sep-29-10	Response to Motions and discussions with D. Ballard regarding more Appeal issues caused by Megna	6.00	1,770.00	DNT
Sep-30-10	Review/edit Reply to Megna's 9/23/10 Motion(s)	1.50	300.00	NDT
Oct-01-10	Review/edit Reply to Megna's 9/23/10 Motion(s)	2.10	420.00	NDT
Oct-04-10	Misc work re: Megna emails and filings	1.00	295.00	DNT
Oct-07-10	Responding to Megna issue	2.00	590.00	DNT
	Preparation of corrections to letter and follow up	0.50	37.50	ADH
Oct-08-10	Telephone call to Court and preparation of letter	0.30	88.50	DNT
Oct-11-10	Preparation of letter to Megna and follow up regarding time tables and Appeal issues	0.50	37.50	ADH
Dec-07-10	Preparation of letter to Tom Earle and Court of Appeals. Follow up.	0.50	37.50	ADH
	Preparation of letter to Court of Appeals	0.50	37.50	ADH
Dec-13-10	Preparation of letter to Megna	0.20	15.00	ADH
Dec-15-10	Pulling documents for DNT & Megna to complete Appeal	2.00	150.00	ADH
Dec-16-10	Preparation of letter to Megna	0.75	56.25	ADH
Dec-17-10	Preparation of corrections to letter	0.50	37.50	ADH
Dec-21-10	Preparation of Return to Motion of Appellant	3.00	225.00	ADH
	Preparation of corrections to letter	0.10	7.50	ADH

Dec-22-10	Preparations of corrections to letters, preparation of proof of service and mailings	3.00	225.00	ADH
Jan-03-11	Preparation of letter	0.10	7.50	ADH
Jan-11-11	Preparation of letter to Court	0.10	7.50	ADH
Jan-13-11	Travel to SC Court of Appeals to file document	0.50	37.50	ADH
	Preparation of letters; copies of pleadings	0.25	18.75	ADH
Jan-18-11	Preparation of letter & corrections	0.20	15.00	ADH
	Travel to SC Court of Appeals to file	0.50	37.50	ADH
	Preparation of letters and mailing out copies of filed documents	0.25	18.75	ADH
Jan-19-11	12/15/10-1/19/11: Summary of work--final brief; record on Appeal; research; bond; letters; telephone conference with Steve Licata & Desa Ballard; drafting and redrafing of Response to Motion; stay research, etc.	32.10	9,469.50	DNT
Jan-24-11	Preparation of letter to Megna & certified mail	0.10	7.50	ADH
Jan-26-11	Preparation of 2 letters and 2 coversheets. Follow up.	0.50	37.50	ADH
Feb-04-11	Various work and conferences with J. James and R. Jossey and follow up regarding comparison cases and ethics issues	4.00	1,180.00	DNT
Feb-07-11	Telephone conference with Desa and follow up re: Appeal, et. al.	1.50	442.50	DNT
Feb-16-11	Preparation of letter to Megna	0.25	18.75	ADH
Feb-20-11	Working on Appeal under deadlines	4.50	1,327.50	DNT
Feb-21-11	Working on Appeal	2.50	737.50	DNT
Feb-22-11	Working on Final Brief	5.00	1,475.00	DNT

Feb-23-11	Research re: untimely & review what Appellant sent and follow up	[illegible]	1,[illegible]5.00	DNT
Feb-24-11	Working on Appeal and new issues creat[illegible] by Megna	3.[illegible]	88.[illegible]0	DNT
Feb-25-11	Revision of letter; conference with Licata, Ballard; preparation of letters & Affidavit	3.00	885.00	DNT
Mar-01-11	Review and responding and research re: Megna's 3/1/11 letter	3.75	1,106.[illegible]5	DNT
Mar-02-11	Further follow up to Megna's letter, DB, Licata, research etc. and especially ethics issues	4.50	1,327.[illegible]	DNT
Mar-03-11	Review all that Appellant sent; D. Ballard; COA (Eliz.) re: due date and certificate; drafting docs and letters	5.25	1,548.75	DNT
Mar-04-11	Working on Motion issues	6.00	1,770.00	DNT
	Preparation of corrections to Motion to Dismiss	0.75	56.25	ADH
Mar-06-11	Working on Motion	1.50	442.50	DNT
Mar-07-11	Revision of Motion and research	2.00	590.00	DNT
	Telephone conference with J.J. and follow up	0.50	147.50	DNT
	Preparation of corrections to Motion to Dismiss and follow up	0.75	56.25	ADH
Mar-08-11	Revise motion regarding Megna's non-compliance with Rules	1.00	295.00	DNT
Mar-14-11	Review of Brief and research of multiple issues created by Megna	6.50	1,917.50	DNT
	Telephone conference with J.J.	0.30	88.50	DNT
	Correspondence to Megna	0.10	7.50	ADH
Mar-15-11	Prepare letter; conference with J.J.; research issues (multiple) and follow up	2.00	590.00	DNT
	Correspondence to Ms. Gee	0.10	7.50	ADH

Mar-16-11	Preparation of appeal matters, motions, letters. Research on case issues.	1.50	442.50	DNT
Mar-17-11	Working on Appeal	8.00	2,360.00	DNT
Mar-21-11	Working on appeal. Travel to court to review documents. Prepare affidavit.	2.75	811.25	DNT
Mar-22-11	Revise affidavit. Send e-mails related to case. Follow up.	1.50	442.50	DNT
Mar-23-11	Check status of Dowling's case with Megna as it imports on this case. Follow up.	0.50	147.50	DNT
Mar-25-11	Research on cases cited in Atty. Megna's 3/22/11 pleadings	3.00	885.00	DNT
Mar-28-11	Telephone call with J.J. and follow up	0.25	73.75	DNT
	Review of letters, memos and materials from Atty. Megna	0.75	221.25	DNT
	Correspondence to court	0.10	7.50	ADH
Mar-30-11	Various work on reviewing file; follow up with client	1.50	442.50	DNT
	Preparation of letter and mailing to Megna	0.20	15.00	ADH
Mar-31-11	Review of incoming correspondence from Atty. Megna and follow up	0.75	221.25	DNT
Apr-01-11	Telephone call with CJ regarding status of other cases where Megna claims other attorneys are unethical	0.50	147.50	DNT
	Review of incoming correspondence from Atty. Megna	0.10	29.50	DNT
Apr-04-11	Preparation of Appeal. T/C (x2) with client.	3.00	885.00	DNT
Apr-05-11	Telephone call with James re appeal, status of case and follow up	0.75	221.25	DNT
Apr-06-11	Follow up regarding client's extended complaint regarding appeal (Megna) and how much Megna and Matthews are needlessly wasting time.	1.00	295.00	DNT

Apr-11-11	Review of incoming correspondence and follow up	0.25	73.75	DNT
May-01-11	Receipt of Order and follow up.	0.50	147.50	DNT
	Totals	682.80	$181,562.00	

DISBURSEMENTS

	Filing Fee	310.20	
	Miscellaneous	183.40	
	Photocopies	1,840.29	
	Postage	483.95	
Apr-10-07	Service of Process (Lee)	45.00	
Jul-12-07	Copies of documents - Deposition transcripts & Court reporter fee	542.00	
Aug-21-07	Copies of documents - Deposition transcripts & Court reporter fee	209.00	
Aug-30-07	Motion Fee	25.00	
Oct-25-07	Transcript of Record (9/19 hearing)	77.25	
Dec-19-07	Expert Examination	990.00	
Jan-22-08	Motion Fee (Appeal)	25.00	
Feb-18-08	Expert Examination	540.00	
Feb-29-08	Filing Fee - Application for Ejectment	40.00	
Apr-23-08	Copies of documents - Clerk of Court	0.80	
May-13-08	Expert Examination	90.00	
Jun-23-08	Expert Examination	60.00	
Mar-01-10	Filing Fee - Motion fee	25.00	
Mar-31-10	Filing Fee - Motion fee	25.00	
Jul-29-10	Expert Examination	9.12	
Oct-11-10	Expert Examination	51.29	
Dec-13-10	Appellant Brief preparation	577.20	
Mar-07-11	Expert Examination	360.00	
Mar-21-11	Copies of documents	127.31	
	Totals	$6,636.81	
	Total Fee & Disbursements		**$188,198.81**
	Balance Now Due		**$188,198.81**

TAX ID Number 57-0859340

EXHIBIT 7

RECEIVED
MAY 19 2011
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

Gina L. Anasti Lee,

Appellant,

v.

James Anasti, Lance Wilson, Willis Goodwin, Richland County Clerk of Court,

Respondents.

APPELLANT'S REPLY TO MOTION FOR SANCTIONS

Section I

THE RESPONDENT'S MOTION IS PROHIBITED BY THE UNITED STATES BANKRUPTCY CODE

A

The Appellant filed for protection under the United States Bankruptcy Code. [ROA at 14], and is currently operating under a confirmed Chapter 13 plan of reorganization under the protection of the United States Bankruptcy Code.

As noted by the Bankruptcy Court order lifting the stay

"Anasti [Respondent in this case] also notes he does not pursue any liability against Debtor beyond a determination of title to the Property since any such action is stayed.

The Respondent's request for sanctions is in direct violation of the order of the bankruptcy court.

B

The Respondent's request for sanctions is in violation of 11 U.S.C. § 1301. Upon the entry of the order for relief under Chapter 13, the co-debtor stay automatically prohibits any act or civil action to collect any debt from an individual liable with the Chapter 13 debtor. The co-debtor stay takes effect by operation of law upon entry of the order for Chapter 13 relief and continues in effect until the Chapter 13 case is closed, dismissed, or converted to Chapter 7 or Chapter 11, unless it is modified or terminated under the Bankruptcy Code prior to that time. As noted above, the bankruptcy court specifically conditioned the lifting of the automatic stay to "...a determination of title to the Property *since any [other] such action is stayed*." A knowing violation of the co-debtor stay is contempt of court, punishable by damages, including attorney's fees, and any actions taken in violation of the co-debtor stay are void.

As the Respondent has actual knowledge of the filing of the Appellant's Chapter 13 case, the Respondent is in violation of the automatic provisions for simply filing this motion.

C

The Respondent has quoted extensively from the order of the Bankruptcy Court to support its motion. However, the Respondent failed to mention that the order of the bankruptcy court was actually and completely premised on the non-final orders of the circuit court that were on appeal to the Fourth Circuit Court of Appeals, not final, and therefore of no effect at the time they Bankruptcy Court quoted from them. As non-final

orders on appeal, the Bankruptcy Court order has no validity for purposes of any issue, cannot be used to foreclose any issue in these appeals, and is not even instructive of any matter initial the Fourth Circuit Court of Appeals consider the matters and rules upon their validity. In addition, an appeal from a final judgment draws into question all other matters in regard to the opposing party. *Tetro v. Elliott Popham Pontiac, Oldsmobile, Buick, & GMC Trucks, Inc.*, 173 F.3d 988, 993 (6th Cir.1999). "...[L]itigation proceeds through preliminary stages, generally matures at trial, and produces a judgment, to which, after appeal, the binding finality of *res judicata* and collateral estoppel will attach. *Arizona v. California*, 460 US 605 (1983).

In conclusion of Section I, the United States Bankruptcy Code requires the Respondent's motion to be dismissed.

Section II

AN ATTORNEY IS IMMUNE FROM LIABILITY ARISING FROM THE PERFORMANCE OF HIS PROFESSIONAL ACTIVITIES AS AN ATTORNEY ON BEHALF OF AND WITH THE KNOWLEDGE OF HIS CLIENT.

Generally, "an attorney is immune from liability to third persons arising from the performance of his professional activities as an attorney on behalf of and with the knowledge of his client." *Gaar v. North Myrtle Beach Realty Co., Inc.*, 287 S.C. 525, 528, 339 S.E.2d 887, 889 (Ct.App.1986). The general exception to this immunity is "an attorney may be held liable for conspiracy where, in addition to representing his client, he breaches some independent duty to a third person or acts in his own personal interest, outside the scope of his representation of the client." *Stiles v. Onorato*, 318 S.C. 297, 300, 457 S.E.2d 601, 602 (1995). The Respondent has made no such allegation in the trial court. It is well settled that an issue cannot be raised for the first time on appeal, but

must have been raised to and ruled upon by the trial court to be preserved. *See generally Holy Loch Distribs., Inc. v. Hitchcock*, 340 S.C. 20, 531 S.E.2d 282 (2000); *Staubes v. City of Folly Beach*, 339 S.C. 406, 529 S.E.2d 543 (2000).

In conclusion of Section II, an attorney has immunity from any assertions by the Respondent.

Section III

THE RESPONDENT'S MOTION FOR SANCTIONS IS SUBJECT TO THE DOCTRINES OF COLLATERAL ESTOPPEL AND *RES JUDICATA*

A

The Respondent is collaterally estopped from re-litigating any action for sanctions against Appellant. Collateral estoppel, or issue preclusion, prohibits a court from adjudicating an issue that was actually litigated and determined by a valid and final judgment in a prior suit. *See Zurcher v. Bilton*, 379 S.C. 132, 135, 666 S.E.2d 224, 226 (2008).

B

The Respondent's claim for sanctions is precluded by the doctrine of *res judicata*. *Res judicata* provides that a final judgment rendered by a court of competent jurisdiction on the merits is conclusive as to the rights of the parties and, as to them, constitutes an absolute bar to a subsequent action. Black's Law Dictionary 1174 (5th ed. 1979). "A judgment of a court having jurisdiction of the parties and of the subject matter operates as *res judicata*, in the absence of fraud or collusion, even if obtained upon a default." *Riehle* v. *Margolies, 279 .S. 218*, 225 (1929). See *Countrywide Home Loans v. Umbarger*, ____ v. ____ (SCST Opinion no: 2011-MO-001 January 7, 2011).

In conclusion of Section III, the Respondent's motion is precluded by the doctrines of collateral estoppel and *res judicata*.

Section IV

A PARTY WHO SURVIVES PRE-TRIAL MOTIONS TO DISMISS AND SUMMARY JUDGMENT ARE NOT SUBJECT TO SANCTIONS AFTER A TRIAL ON THE SURVIVING CLAIMS.

A party who survives pre-trial motions to dismiss and summary judgment are not subject to sanctions after a trial on the surviving claims. *Hampton Bank v. River City Yachts*, 528 N.W.2d 880 (Minn.Ct.App. 1995); *Kopach v. Olympia and York*, 215 A.D.2d 304, 627 N.Y.S.2d 12 (1st Dept.1995). "The theory behind these cases is that if a case is submitted to the jury, it cannot be deemed frivolous. *Hanahan v. Simpson*, 485 SE2d 909 (1997). See also *Whitfield Const. Bank of Tokyo Trust*, 525 SE 2d 888 (COA 1999): the Supreme Court concurred with the view that "that a party who survives pre-trial motions to dismiss and for summary judgment [is] not subject to sanctions under the Act after a trial on the surviving claims even though that party did not prevail on those issues at the merits hearing." *Id.* The Supreme Court further reasoned "[i]t is simply untenable to suggest that, notwithstanding the trial court was convinced the issue was one for the jury, the nonprevailing party at trial] did not reasonably believe in the existence of her claim." *Id.* at 158, 485 S.E.2d at 912-13. *The Father v. South Carolina Dep't of Soc. Servs.*, 345 S.C. 57, 72, 545 S.E.2d 523, 531 (Ct. App. 2001) (stating that criteria for Rule 11 sanctions are essentially the same as those for sanctions under the FCPSA). The party moving for the imposition of sanctions has the complete burden to establish grounds for sanctions by a preponderance of the evidence. *Rutland v. Holler, Dennis,*

Corbett, Ormond, & Garner (Law Firm), 371 S.C. 91, 97, 637 S.E.2d 316, 319 (Ct. App. 2006). This burden has not been met.

In the case at bar, this Court has denied every single motion to dismiss made by the Respondent, and allowed the matter to proceed to its conclusion.

In conclusion of Section IV, the Respondent's Motion for Sanctions is neither timely, nor appropriate, as the appeal has not been finally determined.

Section V

THE ACTIONS OF REPSONDENT IN PURSUING HER APPEAL HAVE BEEN MADE IN GOOD FAITH AND WITH A REASONABLE BELIEF, AS A MATTER OF LAW, THAT HER CLAMS HAVE BEEN AND ARE LEGITIMATE

Regardless of the claims of Respondent, the following are reasonable grounds, as a matter of law, for the Appellant to have a reasonable and realistic belief that the claims of Appellant were, and remain valid, to wit:

a. It is undisputed that the original order of Judge Kinard was *mailed* to Appellant.

b. It is undisputed that that the circuit court "deemed *receipt*" of the original order of Judge Kinard by Appellant to be Saturday, November 3, 2007, which, as matter of law was effective on Monday, November 5, 2007 [Rule 6(a), S.C.R.CIV.P.],

c. It is undisputed that Rule 6(e), S.C.R.Civ.P., specifically provides that when a document is served mail, five (5) additional days *shall be added* to the ten (1) day (10) *prescribed response time* of Rule 59(e) *after receipt* of the document that a party is permitted to respond.

d. It is undisputed that when the five (5) additional days required by Rule 6(e), S.C.R.CIV.P. are added to the ten (10) day response time prescribed by Rule 59(e), Appellant was permitted fifteen (15) days to file her Rule 59(e) Motion,

e. that that Appellant actually filed her Rule 59(e) Motion on Tuesday, November 20, 2007, [fifteen (15) days from November 5, 2007] and

f. It is undisputed Appellant did, in fact, properly and timely filed her Rule 59(e) motion on November 20, 2007.

g. Regardless of the five additional days time required by Rule 6(d) as a matter of law to be added to the ten (10) day response time permitted by Rule 59(e), S.C.R.Civ.P., it is undisputed that this Court overlooked the clearly established fact that the circuit court attempted to establish by circumstances, facts that did not in fact exist and never existed, i.e., that the Appellant did not receive the order on Saturday, November 10, 2007. Not only was the conclusion incorrect, but there was no evidence to support this conclusion because Appellant filed and provided numerous [in excess of seven (7)] notarized affidavits to the trial court from members of the Bar and our community attesting unequivocally under oath to the fact that the original order of Judge Kinard was, in fact, actually received by the undersigned on behalf of Appellant on Saturday, November 10, 2007. The clearly established law in South Carolina is that:

> "A fact cannot be established by circumstances which is perfectly consistent with direct, uncontradicted, and unimpeached testimony that the fact does not exist.' 32 C.J.S. Evidence § 1039, p. 1101; 20 Am. Jur., Evidence, Section 1189, p. 1043; *Esso Standard Oil Co. v. Stewart*, 190 Va. 949, 59 S.E. (2d) 67, 18 A.L.R. (2d) 1319; *City of Summerville v. Sellers*, 94 Ga. App. 152, 94 S.E. (2d)

69." *Williams v. Ford*, 233 S.C. 304, 104 S.E. (2d) 378."

The Appellant respectfully suggests that the determination of our Supreme Court in *In re: Anonymous Member of the Bar*, (SCSC Opinion no. 26934 Filed April 25, 2011] represents the same policy interests that the Fourth Circuit addressed in *Chicopee Mfg. Corp. v. Kendall Co.*, 288 F.2d 719 (4th Cir.), *cert. denied*, 368 U.S. 825, 82 S.Ct. 44 (1961), i.e., that ghostwriting of judicial opinions by opposing counsel is fraught with practical and ethical problems and not appropriate in heavily contested cases, such as the case at bar.

i. In addition, the following indicate the Appellant had more than a reasonable basis to pursue her right of appeal:

1. the un-contradicted affidavits of record by members of the community and Bar that establish the correct date that the order of Judge Kinard was in fact received by the Appellant in the first instance, and
2. the practical effect of the circuit court's verbatim adoption of the order prepared by counsel for the Respondent is so extreme, so unbalanced, so unsupported by the only direct evidence of record and thus so arbitrary that the Appellant has clearly been substantially prejudiced and denied due process of law.

In conclusion of Section V, the Appellant, in law and in fact, had more than amply reason to believe her appeal was filed and pursued in good faith.

Section VI

THE RULES OF THIS COURT REQUIRE THAT SANCTIONS ARE AVAILABLE ONLY IN THE LIMITED INSTANCE THAT AN APPEAL IS FRIVOLOUS OR TAKEN *SOLELY* FOR THE PURPOSES OF DELAY

The sanctions available to be imposed by this Court are contained in Rule 269, which provides:

> Where an appeal, petition, motion or return is frivolous or taken *solely for the purposes of delay, or is not in compliance with these Rules*, the appellate court may upon its own motion or that of a party, after ten (10) days notice, impose upon offending attorneys or parties such sanctions as the circumstances of the case and discouragement of like conduct in the future may require. This Rule does not apply to any matters where counsel is required by law to pursue an appeal or petition for writ of certiorari even though the matter may be frivolous.

Based on the foregoing information contained in this Response, and the record on appeal before this Court, and the fact that this Court is considering the matters contained in the Appellant's Motion to Rehear, the Appellant submits that it is unreasonable to believe that the any action taken by Appellant in these matters would be *solely* for the purposes of delay, not in compliance with these rules, or frivolously. This Court has denied multiple motions by the Respondent alleging that the Appellant has not been in compliance with rules of this Court, and that the Appellant's appeal is without merit. Clearly established facts of record clearly demonstrate just the opposite. The Respondent did not request the Court to reconsider or rehear such matters. Thus, the Respondent is precluded from re-litigating such issues due to the doctrines of collaterally estoppel and *res judicata*. More importantly, the Respondent's claims have no merit in the first instance.

In conclusion of Section V, there is no evidence whatsoever that the Respondent

has met its burden under the standard set forth in Rule 269, SCACR.

Section VII

THE SANCTIONS REQUESTED BY RESPONDENT BEAR NO RELATIONSHIP TO THE REQUIREMENTS AND STATED PURPOSE OF RULE 269, SCACR THAT SANCTIONS ARE TO DISCOURAGE LIKE CONDUCT IN THE FUTURE.

The Respondent has requested this Court require the Appellant to pay his attorney's fees and costs. However, the Respondent has not placed any evidence before this Court as to the nature of his fee arrangement with his counsel in the first instance. ([T]he sanction imposed should be reasonable, and the Court should not go beyond the necessities of the situation to foreclose a decision on the merits of a case. *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 426 (2003). *Balloon Plantation, Inc. v. Head Balloons, Inc.* 399 SE2d 439 (1990): *Societe Internationale Pour Participations Industrielles et Commerciales, S.A. v. Rogers*, 357 U.S. 197, 78 S.Ct. 1087, 2 L.Ed. (2d) 1255 (1958). "The sanction should be aimed at the specific misconduct of the party sanctioned. In other words, the sanction should be a rifle-shot, not a shotgun blast. In the instant case, the sanction was a hydrogen bomb. The measure to be used "is not actual expenses and fees but those the court determines to be reasonable." Schwarzer, *Sanctions Under the New Federal Rule 11 — A Closer Look,* 104 F.R.D. 181, 182 (1985).*supra* at 203. Implicit in this is the duty to mitigate. In assessing the damage done, the court should consider the extent to which it is self-inflicted due to the failure to mitigate....A party having vigorously resisted a baseless claim may therefore find that the court, in making an award, will consider its expenditures to have been excessive. *Schwarzer, supra* at 200-03.

Section VIII

SANCTIONS ARE NOT APPROPRIATELY AWARDED FOR ANY PORTIONS OF ATTORNEY'S FEES PROVOKED BY A MOVING ATTORNEY'S MISCONDUCT.

In the case at bar, the Respondent's misconduct has been significant and on-going. Counsel for the Respondent admittedly drafted the orders for Judge Manning. Judge Manning relied on his honesty, truthfulness and candor. It is not reasonable to conclude that counsel was honest, forthright or candid.

The circuit, based on Respondent's counsel' writings:

a. found the original order of Judge Kinard "shall be and is deemed effective as of November 3, 2007..." Respondent's counsel, as an experienced trial attorney certainly knew or had reason to know that the 10-day time limitation of Rule 59(e) plus the five-day time extension of Rule 6(e), SCRCP that specifically states five days "*shall be added*" to the 10-day prescribed time limitations of Rule 59(e) allowed the Appellant until November 20, 2007 to file her Motion to Amend, which she admittedly did. ____].

b. Obviously, the order, as drafted by counsel for Respondent is accurate, as a matter of law, in determining that Ms. Lee's Rule 59(e) Motion was not filed timely.

c. Four of the possible five dates Judge Manning considered in making its final determinations that the Appellant actually received the original order of Judge Kinard's order [November 3, 6, 7 and 12, 2007] result in the Appellant's Rule 59(e) Motion being timely filed.

d. One of the possible dates concluded the order of Judge Manning could have been received by Ms. Lee's on November 12, 2007, two days after the date Appellant admitted to receiving the order,

e. The order of the circuit court made findings regarding matters alleged by Respondent that had been stayed by order of the trial court [ROA 55 and 56], and could not, as a matter of law, been before the trial court. These matters were never heard by any court at any time thus denying the Appellant the most basic protections of due process of law, the right to be heard in a meaningful manner. "The fundamental requirements of due process include notice, an opportunity to be heard in a meaningful way, and judicial review." (citation omitted)); *Harbit v. City of Charleston*, 382 S.C. 383, 393, 675 S.E.2d 776, 781 (Ct. App. 2009)(citing Amendments V and XIV of the United States Constitution and Article I, Section 22 of the South Carolina Constitution and stating "[t]he fundamental requirements of due process under the United States Constitution and the South Carolina Constitution include notice, an opportunity to be heard in a meaningful way, and judicial review").

f. The order of the circuit court totally ignored the numerous affidavits of presented by Appellant that was the only reasonable evidence before the Court of when the undersigned actually received the original order of Judge Kinard. [ROA at 118, 119, 198 - 205, 210-221, 236].

g. The order of the circuit court clearly depended on the errant arguments of counsel for the Respondent even though it is well established that counsel's statements regarding the facts of a case and counsel's arguments are not

admissible evidence. *E.g. McManus v. Bank of Greenwood,* 171 S.C. 84, 89, 171 S.E. 473, 475 (1933) (appellate courts repeatedly have held "that statements of fact appearing only in arguments of counsel will not be considered"); *S.C. Dept. of Transp. v. Thompson,* 357 S.C. 101, 105, 590 S.E.2d 511, 513 Ct.App.2003) ("[a]rguments made by counsel are not evidence). Unfortunately, counsel for Respondent made numerous unfounded and unwarranted accusations against the undersigned.

In conclusion of Section VIII, sanctions are not appropriately awarded for any portions of attorney's fees provoked by a moving attorney's misconduct. See *Mossman v. Roadway Express,* 789 F.2D 804, 806 (9TH CIR.1986), as amended." See *matter of Yagman,* 796 F.2D 1165 (1986).

CONCLUSION

A

The limited mandate of the Bankruptcy Court's order allowing this appeal to go forward precludes this Court from considering any matters that the orders of the bankruptcy court, with the agreement of the Respondent, make clear remain stayed by 11 U.S.C. 362, and the filing of this motion in this Court by Respondent is a *per se* violation of the United States Bankruptcy Code and is therefore void *per se*.

B

The only evidence before this Court is that Appellant has, since the beginning of these proceedings, demonstrated significantly more than a reasonable basis for pursuing her appeals. This case, and this appeal, was undertaken with the specific consent of, and

in the course of representation of the Appellant. As the litigation has progressed, it is wholly and completely undisputed just in the context of whether or not the Appellant's Rule 59(e) Motion was timely filed:

a. that the original order of Judge Kinard was *mailed* to the parties on October 29, 2007,

b. that the trial court *deemed receipt* of the original order of Judge Kinard by Appellant on Saturday, November 3, 2007, [which was effective on Monday, November 5, 2007, Rule 6(a), S.C.R.CIV.P.],

c. that Rule 6(e), S.C.R.CIV.P. provides that mailing of a document adds five (5) additional days to the ten-day (10) prescribed response time of Rule 59(e) *after receipt* of the document that a party is permitted to respond.

d. that due to the application of the time periods of Rules 6(e) and Rules 59(e), Appellant was permitted fifteen (15) days to file her Motion to Reconsider, which she indisputably did, and

e. that the verbatim adoption of an order admittedly prepared by opposing counsel that contained extreme, malicious, and untrue findings that were totally unsupported by any evidence of record substantially prejudiced the Appellant and denied her due process of law.

f. That counsel for the Respondent actually drafted the order for the trial court that "deemed receipt" of Judge Kinard's order as of Saturday, November 3, 2007. Respondent cannot be reasonably heard to complain that the Appellant has filed an appeal from an invalid legal conclusion drafted by that his own counsel. Under such circumstances, the Respondent asks this Court, in its

equitable capacity, to assess costs against the Appellant, who has been a victim of the Respondent's own wrongdoing. "He who seeks equity must do equity." *Norton v. Matthews*, 249 S.C. 71, 152 S.E.2d 680 (1967). It is clear that the Respondent has acted inappropriately throughout this litigation and is not entitled to request this Court for any assistance which might further his own wrongdoing.

C

Considering the fact that his Court has not yet determined the Appellant's Motion to Rehear, and that the appellate process has not concluded, the Appellant requests that the Motion for Sanctions be dismissed.

D

The Respondent has provided no reasonable foundation for his motion, and, in fact, has contributed to the difficulty of the litigation by advancing a legal position that is without factual merit. Nor is there is any legal position that supports the Respondent's position that the Appellant's Rule 59(e) motion was not timely filed. The fact that the trial court "deemed receipt" of the original order of Judge Kinard by Appellant on Saturday, November 5, 2007 [November 3 was a Saturday, Rule 6, S.C.R.Civ.P.] together with (a) the fifteen (15) days permitted Appellant to file its Motion to Amend and (b) the established fact that the Appellant's Rule 59(e) motion, was, in fact, filed on November 20, 2007, within the fifteen day time limit, speaks for itself. The Respondent's position throughout this litigation has been for three years, and continues to be without merit.

Finally, the Respondent's inattention to the details of the malevolent order he

actually and admittedly drafted in the first instance, the Respondent's inattention to the application of the Rules of Civil Procedure that allowed the Appellant until November 20, 2007 to file her Motion to Amend, the Respondent's uncompromising tone and litigation tactics in support of trial and appellate positions are demonstrably without merit, and continue to be without merit with the filing of the patently frivolous motion for sanctions now before this Court.

D

The Respondent's motion is precluded by the doctrines of collateral estoppel and res judicata.

E

In the final analysis,

a. the circuit court misapprehended that the application of the time periods of Rules 6(e) and Rules 59(e), S.C.R.Civ.P. permitted Appellant fifteen (15) days from November 5, 2007 [because the order was deemed received on a Saturday, - see Rule 6(a)] to file her Motion to Reconsider as opposed to the ten day period of Rule 59(e) by itself.

b. Counsel for the Respondent admitted wrote the order that the circuit court adopted verbatim, and has actually known for three years that his motion to dismiss was based on legal and factual error that was evident on the face of the face of the order and the un-contradicted affidavits provided by Apperllant.

c. It is undisputed that Appellant, in fact, filed her Motion to Reconsider on November 20, 2007 - fifteen (15) days from November 5, 2007.

d. The order written by counsel for the Respondent and adopted verbatim by the circuit court is represents the singular policy concerns of overreaching and lack of civility that has been decried by both the Fourth Circuit Court of Appeals and our Supreme Court. The order of the circuit court does not represent the independent findings of the trial court. Instead, it compromises the very integrity of the judicial process. Counsel for the Respondent took the lawyer's oath which includes the following clause,

> "To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in court, but also in all written and oral communications . " Rule 402(k), SCACR.

The Appellant's Rule 59(e) motion was timely filed as was the Appellant's Notice of Appeal to this Court. The order of the order written by counsel for the Respondent is replete with factual and legal errors in support of its conclusions to the contrary. *State v. Pagan*, 369 SC 201, 208, 631 SE2d 262, 265 (2006) (stating an abuse of discretion arises when the trial court's conclusions lack evidentiary support or are controlled by an error of law) The Respondent's motion for sanctions is frivolous, and should be dismissed by this Court.

Respectfully submitted,

Tony R. Megna, Esquire
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203
803-799-1700
tmegna@gmail.com
ATTORNEYS FOR APPELLANT

May 19, 2011.

THE STATE OF SOUTH CAROLINA
In the South Carolina Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

J. Ernest Kinard, Jr., Circuit Court Judge

CIVIL ACTION NO: 2007-CP-40-0576

RECEIVED
MAY 19 2011
SC Court of Appeals

Gina L. Anasti Lee,

Appellant,

v.

James Anasti, Lance Wilson, Willis Goodwin, Richland County Clerk of Court,

Respondents.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Response of Appellant to Motion for Sanctions was served, as dated below, by sending a copy of the same by placing a copy of same in the United States Mail, with first class postage pre-paid and affixed thereto, to Douglas Truslow, PO Box 1465, Columbia, SC, 29202, and hand-delivering one original plus six copies to the Clerk of Court, South Carolina Court of Appeals, 1015 Sumter Street, Columbia, SC 29201.

Katie Noyes

May 19, 2011.

EXHIBIT 8

E

The South Carolina Court of Appeals

James A. Anasti, Respondent,

v.

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants,

Of Whom Lance Wilson, Willis Goodwin and Richland County Clerk of Court are Respondents,

And Gina L. Anasti Lee is the Appellant.

The Honorable L. Casey Manning
Richland County
Trial Court Case No. 2007-CP-40-00576
2007-CP-40-00576

ORDER

After consideration of Respondent's motion for sanctions, Appellant's return, and the record before this Court, Respondent's motion is denied.

IT IS SO ORDERED.

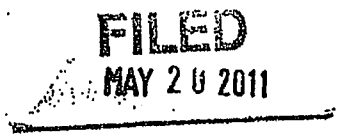
C.J.

A.J.

A.J.

Columbia, South Carolina

cc: Tony R. Megna, Esq.
Ben Matthews, Esq.
Douglas N. Truslow, Esquire
Thomas George Earle, Esquire



The South Carolina Court of Appeals

TANYA A. GEE
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
WWW.SCCOURTS.ORG

May 20, 2011

Douglas N. Truslow, Esquire
Truslow & Truslow
P.O. Box 1465
Columbia, SC 29202

Re: Anasti, James v. Wilson, Lance

Dear Mr. Truslow:

Enclosed is a copy of an Order of the Court Denying your Motion for Sanctions in the above case.

Sincerely,

Renee S. Johnson
Administrative Specialist

VCA
TAG/rj

cc: Tony R. Megna, Esq.
Ben Matthews, Esq.
Thomas George Earle, Esquire

EXHIBIT 9

STATE OF SOUTH CAROLINA James A. Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT CIVIL ACTION NO: 07-CP-40-0576 AFFIDAVIT OF GINA ANASTI LEE IN: A. OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND B. IN SUPPORT OF DEFENDANT LEE'S MOTION FOR SUMMARY JUDGMENT

BARBARA A. SCOTT, C.C. & G.S.
2007 SEP 13 AM 10:29
RICHLAND COUNTY
FILED

TO: (a) Plaintiff named above and their attorney, Douglas N. Truslow, Esquire
(b) Thomas G. Earle, Esquire, Attorney for Defendants Wilson and Goodwin

PERSONALLY APPEARD BEFORE ME Gina A. Lee, who being sworn, upon information and belief, deposes and says as follows:

1. On or about 1993, my father, Albert A. Anasti, executed his last will and testament. I had nothing to do with the drafting of my father's will nor did I see the will prior to my father's death on October 24, 1995. See Certificate of Death 95-028773 – Ex. A-1. I have attached a copy of my father's last will and testament as Exhibit A-2. The last will and testament of the deceased Albert A. Anasti specifically:

   a. bequeaths the property located on Two Notch Road, which property in the subject of this action, to me, Gina Anasti Lee.

   b. requires that beneficiary, such as the Plaintiff, that challenges any term of the Last Will and Testament of the deceased shall "forfeit any interest" from the estate of the deceased and shall forfeit all interest in all properties.

2. On or about November 16, I was appointed the Personal Representative of my father's estate. See Ex. A-3. My father consistently told me the Two Notch property would belong to me at this death because he assisted Jim with attorney's fees and living expenses when Jim left the country in the early 1990's after being accused of sex crimes concerning a minor with another man in Florida. I learned of the allegations based on newspaper articles. I have attached copy of the one article as Exhibits B, B-1, and B-2. My father told me he had paid Jim's attorney fees and was assisting Jim with living expenses even though it caused him personal and financial

stress. Jim and I were my father's sole beneficiaries and I know my father intended to make as certain as possible that I was provided equivalent funds that Jim had previously and continued to receive while he was trying to elude prosecution of the molestation charges made against him.

3. Shortly after my father's death in 1995, I was appointed the Personal Representative of my father's estate by the Richland County Probate Court. I did not have an attorney assisting me with the estate, but rather officials at the Probate Court and my accountant assisted me. In fact, officials at the Probate Court completed most of the Probate forms with me. They were wonderful to work with during a very stressful time of my life. I completed all of the in regard to my father's funeral and taking care of the details that needed to be completed. Jim was living in Europe and did not attend our father's funeral in 1995 because of the pending criminal charges.

4. During the time period my father's estate was under the jurisdiction of the Probate Court [1995-1996], I was in occasional contact with my brother, James A. Anasti [Jim]. He confirmed to me that he was living out-of-the-country. All of our contacts were by telephone. Jim had moved out-of-the country in 1990, and during the 1990s, lived in various places in Europe including, I believe, Spain, Amsterdam and other parts of Europe. Jim has returned to the United States, and currently lives in Charleston, SC with a friend.

5. During the time Jim was out-of-the country, and upon his return, I had only very occasional contact with Jim. When our father died, Jim told me he had executed a general power of attorney and that all matters, legal or otherwise, affecting him and the probate of our father's estate were to be handled by his power-of-attorney, Joseph Gravelyn. He and Jim had been close friends for many years. The power of attorney was filed in the office of the Richland County Clerk of Court in January 1, 1992 and filed May 29, 1992. A copy of the power of attorney is attached as Exhibit C-2. Mr. Anasti testified in his deposition that Mr. Joseph Gravelyn, as Mr. Anasti's power-of-attorney had full and complete authority to take on Mr. Anasti's behalf. See deposition of James A. Anasti dated June 26, 2007, page 18, lines 19-25 and page 19, lines 1-13. Exhibit C-2.

6. All of my dealings as Personal Representative of my father's estate were made with notice to Jim and his power of attorney, Joseph W. Gravelyn. Jim's power-of-attorney worked in the Richland County Courthouse and was able to review the Probate documents at any time. I have attached copies of various probate documents where Jim's power-of-attorney acknowledge participating in the probate proceedings and further acknowledged that I had properly distributed all of the property of the estate, including the 'Two Notch property.' See also 1996 Deed of Distribution dated November 18, 1996 attached hereto as Exhibit D. In fact, during the probate proceedings, Jim and I sold my father's home in Columbia, and as the will stipulated, equally divided the proceedings. All transactions relating to this matter were conducted by Jim's power-of-attorney. I have attached copies of various documents evidencing that Jim used his power-of-attorney exclusively in this regard. Please see Exhibits E-1, E-2, E-3, *including Jim's signed waivers of notice of inventory, accounting, hearings/right to appear and all closing documents [See Exhibit E-4].*

7. Following my father's death in October, 1995, and until this date, I have collected the rent and other generated from use of the 'Two Notch' property from the same tenants who had been renting it for several years prior to my father's death. I also continued to maintain the building as I had done in the past. For instance, my husband had put a new roof on the building in 1990 or so, etc. In addition to maintaining an interest in the property by virtue what, in effect, amounted to be a land-sale contract of the property, I have also purchased property insurance, and paid property taxes.

8. At the behest of the same tenant who had leased the property for many years, [Lance Wilson] I decided to sell the property to him and his partner, Willis Goodwin. The purchase price for the property was $177,000.00. Wilson and Goodwin agreed to pay a $50,000.00 deposit and I agreed to owner-financing of the balance in the amount of $122,000.00. Messieurs Wilson, Goodwin and I contacted the Dallis Law Firm, P.A, located in Columbia, SC to prepare and complete the various legal documents needed to certify title to the property, and to complete the document necessary for the owner financing. I relied entirely on the Dallis Law Firm, P.A. in all matters relating to searching the title, preparing the contracts and other documents needed, including the owner-financing contracts, and conducting the closing. The closing was completed in early January, 2001. The owner-financed mortgage is currently in litigation in Richland the County court of Common Pleas as payments have not been made since 2001. It later became clear that the Dallis Law Firm, P.A. had failed to discover a 1978 deed granting Jim a one-half interest to the Two Notch property. As it turns out, and in effect, the purchasers had a land-sale contract with me as I sold them the property that I currently own – as against Jim's interest -- by adverse possession.

9. In 2002, I was served with a lawsuit filed on behalf of the SC Department of Transportation. Jim was named as a Defendant. The DOT was condemning a strip of land located to the front of the property in order to make improvements on and widen Two Notch Road. This was the first time that I became aware that Jim had been deeded a one-half interest in the property by my father in 1978. Prior to this time, I did not know of the existence of the 1978 deed. Jim did not contact me then, nor at any time since. I did not where he was living. In fact, I was under the impression he still lived out of the country. As had occurred since the early 1990's, Jim's attorney-in-fact, Joseph Gravelyn, continued to act for Jim. And received a copy of the condemnation lawsuit. See Exhibit F.

10. During the course of this case, I discovered Jim also had actual knowledge of the lawsuit brought by the SC Department of Transportation. The lawsuit [see Exhibit E-3, page 2, paragraph 5] specifically refers to my claim to the property. In his deposition, Jim stated he took the papers he received from the SCDOT to his criminal lawyers. See deposition of James A. Anasti dated June 26, 2007, page 22, lines 14-25, and page 23, lines 1-22. See Exhibit G attached hereto. During this time, Jim never contacted me nor informed me of his claim to the 'Two Notch property' property nor let me know of his whereabouts. In fact, I heard nothing further regarding Jim until he filed the present lawsuit in this action against me earlier this year. I was served with the lawsuit in late February, 2007 – approximately 11 years and 3 months after my father died and approximately ten years and 3 months after the Probate Court deed was filed in Richland County in 1996.

11. Since my father's death in 1995, I have maintained an interest in the 'Two Notch property' property that has been uninterrupted, continuous, open and hostile to any rights of Jim to ownership and possession of the property. *Jim had actual knowledge of my claim to the property based on the Probate court documents, the participation of his attorney-in-fact in the Probate Court proceedings and the document and waivers executed on his behalf, the 1996 deed of distribution, and the 2002 SCDOT condemnation lawsuit that Jim testified in his deposition that he received.* As Jim testified in his deposition in this case, it is absolutely true that he has never attempted to contact me nor take any other action to prevent my continuous and open use of the property. I have been the sole person asserting title since the death of our father in 1995. During this time, neither Jim nor his power-of attorney questioned my title nor my assertion of sole ownership of the 'Two Notch property.' I have continued to actively defend my title to the property, [I have now defended three lawsuit relating to the property], I have maintained owner financing on the property, I have maintained my right to sell the property or otherwise use it as I see fit, I have maintained insurance on the property and I alone have taken an active interest in protecting and preserving the property. My assertion of ownership that has been on-going for over 11 years has been open, continuous, and hostile to all other interests.

12. It is undisputed that since the transfer of title to the 'Two Notch property' by the Probate Court to me in 1996, [regardless of who prepared the Probate deed transferring the 'Two Notch property' to me – See Exhibits H-1 and H-2 supporting my claim that employees of the Probate Court assisted in the transfer of all properties of my father's estate][1], I placed Jim and the world on notice that I have a clear and irrefutably claim to the 'Two Notch property'. The Probate Court deed was recorded in the Richland County, SC. Regardless of whether the deed is technically correct, it was recorded and is an additional indicia of ownership by me in that it provides notice to all that I have claimed and continue to claim sole ownership of the property. In addition, I provided Jim direct notice of my claim of ownership to the 'Two Notch property' as a direct result of his participation in the Probate Court proceedings through his general power-of-attorney. Without doubt, it was and has always been my intent and remains my express intent that I am and have been for more than ten years, the true and lawful owner of the 'Two Notch property.' While I have always believed that my brother should be entitled to what he was left by my father, and have so stated in the depositions taken in this case, I believed then and I believe now it was our father's intent that I was to receive the 'Two Notch property' in return for all of

[1] See *Woods v. Bivens*, 292 S.C. 76, 78-79, 354 S.E.2d 909, 911 (1987) wherein the S.C. Supreme court analyzed a defective deed in relation to its usefulness as proof of intent for proving adverse possession. The Court stated, "Although not complying with legal requirements for recording as a deed of conveyance, the document nevertheless constituted "color of title" under adverse possession statutes, S. C. Code Ann. Sections 15-67-210, 15-67-220, 15-67-230 (1976); *Graniteville Company v. Williams*, 209 S. C. 112, 39 S. E. (2d) 202 (1946). Louise and Parker occupied the property exclusively, claiming it as their own and openly exercising all the indicia of ownership. In *Harrelson v. Reaves*, 219 S. C. 394, 65 S. E. (2d) 478 (1951), involving occupancy under a *parol* gift of land, we held: An entry under a parol gift of land, though permissive and friendly in the popular sense, is hostile to and adverse to the paper title in the legal sense, because there is an assertion of ownership in the occupant. *Id.* at 400, 65 S. E. (2d) 478.

the money my father spent supporting Jim and paying his attorney's fees and costs while he was living in Europe to avoid facing criminal prosecution of being involved with the sexual molestation of a child. In no way should any answer to questions during my deposition that Jim should get what is rightfully his be misinterpreted. Jim has received everything my father wanted him have. I truly love Jim even though he put our father and me through much financial stress, shame and humiliation – and continues to do so. While I have not judged and do not judge his lifestyle, I have questioned the thoughtfulness of the decisions that has placed him and our family at such risk. My father sacrificed for Jim while he was living, and he left a one-half interest in our home residence to Jim upon his death as well as funds my father left in certificate of deposits. I made certain Jim received the property he was entitled to receive, and I know he is not entitled to receive any interest in the 'Two Notch property.' Jim made decisions that has led to his living many years of his life outside the United States to avoid facing criminal prosecution of alleged crimes. He chose to participate in situations that were dangerous to him and others. I hope and pray the charges have dismissed against Jim, but the charges being dismissed does not change the fact that my father sacrificed emotionally and financially to assist Jim in his legal plight. Jim should not be allowed to escape the consequences of his past behaviors by now claiming property to which he has demonstrated no interest against my claim of complete ownership that began over 10 years ago. Regardless of any other issue, Jim knows the truth, and he knows he has received what he has been entitled to receive.

13. I respectfully inform the court that I was under significant duress at the time Mr. Truslow insisted on taking my deposition in this case against my attorney's advice. I had recently been told by my physician that I may have a cancerous abdominal tumor. I had no health insurance, I was in the process of scheduling surgery for the week following the deposition schedule Mr. Truslow insisted upon, I had no previous experience with these types of situations, I was on several medications that have significant side effects, I was not sleeping, and I thought it would be best to postpone the deposition until a later time when I would be better able to answer questions. I have filed documents supporting these matters under seal as Exhibit K [11 pages].

For reasons known only to Mr. Truslow, he seemed completely indifferent to my physical and emotional turmoil, and demanded my deposition go forward, and ignored the entreaties of my attorney. See letters from Megan to Mr. Tousle dated May 7, 2007 and June 8, 2007 as well as affidavit of Harriet Hobbs attached hereto as Exhibits I-1 and I-2. It is not every day that a person has a reasonable expectation they may be diagnosed with cancer. Without doubt, I was emotionally distraught, physically exhausted, under the care of a physician, sleep-deprived, and anticipating major surgery in the coming days. I appeared as required, and did the best I could under the situation. I was very emotional at the time, and in retrospect I simply was not myself. I truly believe Mr. Truslow was unreasonable and I can honestly tell this Court that while I do love my brother, I absolutely know that my father wanted me to have the Two Notch property because of all of the debts he paid for Jim during his life, including his attorney's fees for defending against the criminal charges and his living expenses while he traveled in Europe to avoid facing the criminal charges. I understand most of these difficulties have been resolved, and I am thrilled for my brother. However, it does not change the past. My father's will was drafted in

March, 1993 – well after the 1978 deed and well before his death. I had nothing to with the drafting of the will nor did I know of the filing of the 1978 deed. My father was a very fair man and knew what he was doing. In fact, he told me on a number of times the Two Notch property was mine after his death.

14. I respectfully submit to this Court that I have not only proven title to the 'Two Notch property' by adverse possession exceeding complete possession for more than 10 years, I have openly exercised all the indicia of ownership to the property, including but not limited to leasing the property, placing the property for sale, negotiating a contract-sale purchase of the property wherein I provided owner-financing of the property, taking care of the property, paying property taxes, insuring the property, and filing. In addition, the doctrine of laches and estoppel applies in this case to preclude Jim from asserting any claim to ownership of the 'Two Notch property.'

15. According to Jim's own testimony, he has failed for more than 10 years to assert title to the 'Two Notch property' even though he had actual knowledge, through his attorney-in-fact, that I claimed exclusive title to the 'Two Notch property' as early as 1995. Laches is an equitable doctrine, which "arises upon the failure to assert a known right." Ex parte Stokes, 256 S.C. 260, 267, 182 S.E.2d 306, 309 (1971); see Byars v. Cherokee County, 237 S.C. 548, 559, 118 S.E.2d 324, 330 (1961) ("Laches is the neglect for an unreasonable and unexplained length of time, under circumstances permitting diligence, to do what in law should have been done, or neglecting or omitting to do what in law should have been done for an unreasonable and unexplained length of time and in circumstances which afforded opportunity for diligence."). To prove laches, a party must establish: "(1) delay, (2) unreasonable delay, [and] (3) prejudice." Hallums v. Hallums, 296 S.C. 195, 199, 371 S.E.2d 525, 528 (1988); see Arceneaux v. Arrington, 284 S.C. 500, 503, 327 S.E.2d 357, 358 (Ct. App. 1985) ("Whether . . . [a claim] is barred by laches is to be determined in light of the facts of each case, taking into consideration whether the delay has worked injury, prejudice, or disadvantage to the other party."). In addition, "the circumstances must . . . [be] such as to import that the complainant had abandoned or surrendered the claim or right which he now asserts." Byars, 237 S.C. at 559, 118 S.E.2d at 330; see Pendarvis, 227 S.C. at 58, 86 S.E.2d at 744 (holding a party seeking to enforce a trust "may become barred by laches if he fails to proceed with reasonable diligence").

16. As late as July, 2006, I was still taking care of the 'Two Notch' property. Please find attached a notice of cancellation of insurance on the 'Two Notch' property that I received, and subsequently handled. See Exhibit J.

17. I respectfully request this Court deny judgment to Jim, and instead enter its order quieting title to the 'Two Notch property' to me.

Gina Anasti Lee
Gina Anasti Lee

Sworn to and subscribed before me this 12th day of September, 2007.

Pamela L. Hobbs.
Notary Public for South Carolina
My Commission expires: 2-10-12.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

COURT OF COMMON PLEAS

James A. Anasti,

Plaintiff,

Lance Wilson, Willis Goodwin,
Gina L. Anasti Lee, and
Richland County Clerk of Court,

Defendants.

Docket Number: 2007-CP-40-0576

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2007 SEP 13 AM 10:
BARBARA A. SCOTT
C.C.C. & G.S.

I, Harriet L. Hobbs, do hereby certify I deposited a copy of the Defendant Lee's Affidavit in Opposition to Plaintiff's Motion for Summary Judgment and In Support of Defendant Lee's Motion For Summary Judgment, in the United States Mail on 13th day of Sept., 2007, with sufficient postage annexed thereto, to the following:

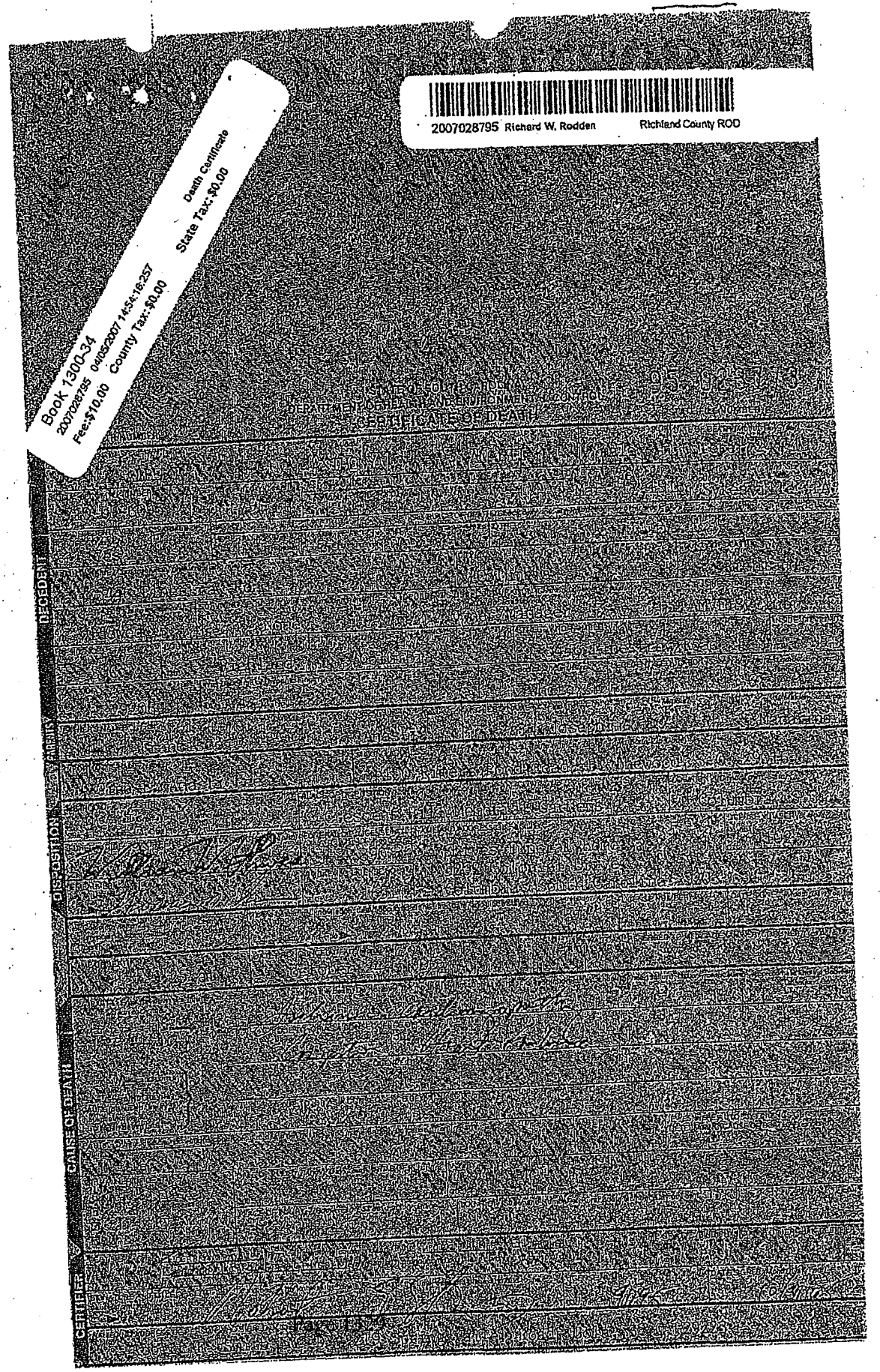
The Honorable Barbara A. Scott
Richland County Clerk of Court
P.O. Box 2766
Columbia, SC 29202-2766

Douglas N. Truslow, Esquire
PO Box 1465
Columbia, SC 29202

Thomas G. Earle, Esquire
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Harriet L. Hobbs

Harriet L. Hobbs
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700


2007028795 Richard W. Rodden Richland County ROD
Book 1300-34
2007028795 04/05/2007 14:54:16:257
Fee:$10.00 County Tax:$0.00
Death Certificate
State Tax:$0.00
CERTIFICATE OF DEATH
DECEDENT
DISPOSITION
CAUSE OF DEATH
CERTIFIER

EX. A-2

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LAST WILL AND TESTAMENT OF

ALBERT A. ANASTI

I, ALBERT A. ANASTI, of the County of Richland, State of South Carolina, being of sound and disposing mind and memory and desiring to make such desposition of my worldly estate as I deem best, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all wills and codicils and intruments of a testamentary nature heretofore by me made.

FIRST: I direct that all my just debts and funeral expenses be paid out of my estate as soon after my demise as conveniently may be and to that end charge my entire estate, real and personal, with the same.

SECOND: I give, devise and bequeath my residence located at 5446 Pinestraw Road, near the City of Columbia, in the County of Richland, State of South Carolina equally to my son, JAMES A. ANASTI and my daughter, GINA ANASTI LEE, per capita in fee simple.

THIRD: I give, devise and bequeath the remainder of my estate whether real or personal in nature and any power of appointment I might have to my daughter, GINA ANASTI LEE, per stirpes, including but not limited to the property on Two Notch Road, in the City of Columbia, County of Richland, State of South Carolina; the property in Fairfield County known as LOT 47, SECTION 22, as shown on map recorded in Map Book 10 at Page 145 in the Office of the Clerk of Court for Fairfield County; and, the lots in Berkeley County, and all other property I own whether real or personal other than the house and lot at 5446 Pinestraw Road devised in the Second paragraph above.

FOURTH: In the event, GINA ANASTI LEE, shall fail to survive me I give, devise and bequeath all that I have left to her in the Third paragraph above to her three (3) children: LILLIAN TONIA LOUISE LEE, CANDACE NICOLE LEE, and CHRISTINA MARIE LEE equally, share and share alike. In the event any or all of them is a minor at the time of my death I appoint my son-in-law JAMES WESLEY LEE, as guardian for said minor or minors. In the event, JAMES WESLEY LEE shall fail to survive me, I appoint ELIZABETH ANN LEE LONG as guardian for said minor or minors.

FIFTH: The decisions of the Personal Representative of this My Last Will and Testament shall be final as to the distribution of my estate among the beneficiaries, and if any beneficiary shall challenge in the Probate Court or any other Court any such decision of my Personal Representative, that beneficiary shall forfeit any interest in my said estate. In the event, any person who is an heir of mine under the Statute of Decent and Distribution shall challenge this my Last Will and Testament, or any person shall challenge on behalf of any such heir, it is my desire and I hereby direct that such person or heir shall not take anything from my Estate if successful.

EX. A-3

PROBATE COUR

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF Albert A. Anasti

CASE NUMBER 95ES4081176

CERTIFICATE OF APPOINTMENT

This is to certify that

Gina L. A. Lee

is/are the duly qualified

- [x] PERSONAL REPRESENTATIVE
- [ ] GUARDIAN
- [ ] CONSERVATOR
- [ ] TRUSTEE
- [ ] _____

in the above matter and that this appointment, having been executed on the 16th day of November, 19 95, is now in full force and effect, including authorization to receive all monies, income, principal, interest & dividends of and belonging to said estate.

RESTRICTIONS:

Executed this 16th day of November, 19 95

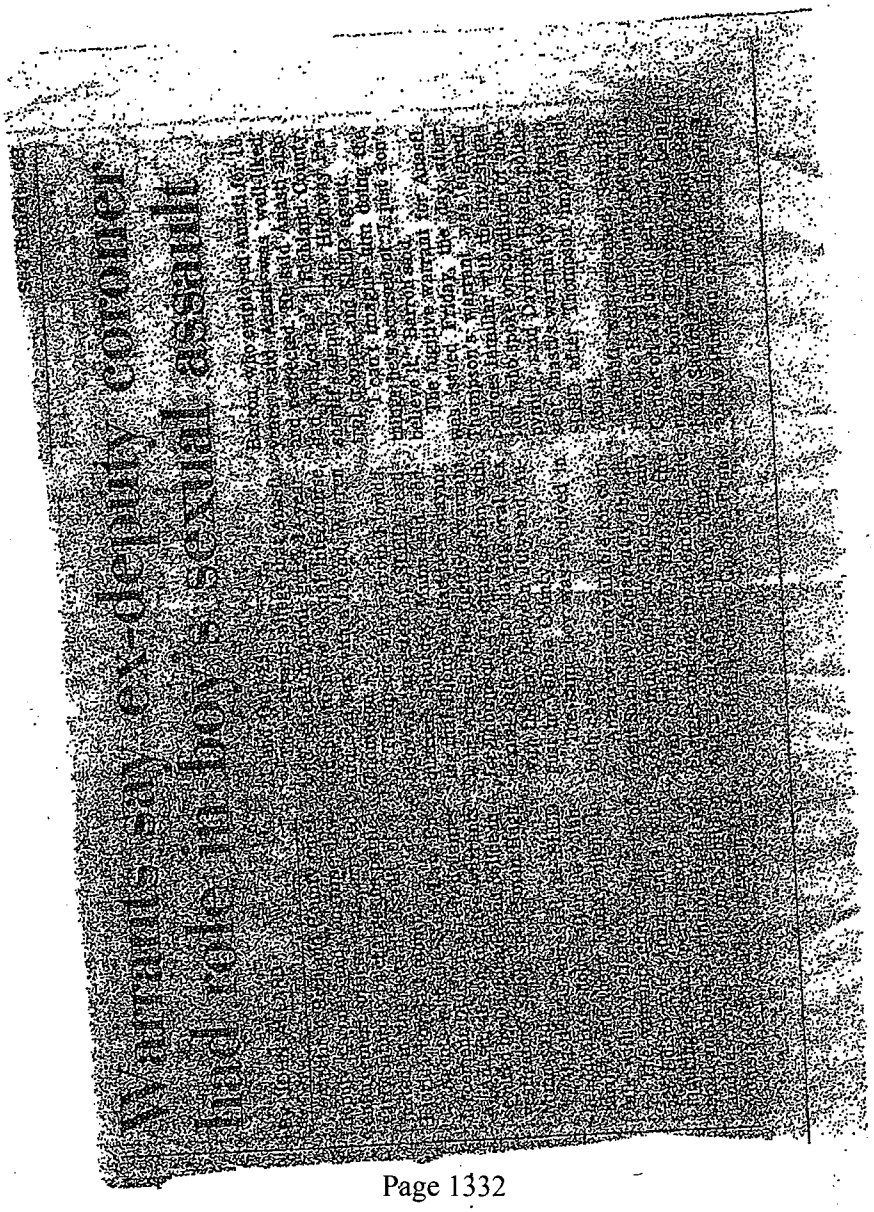
CATHERINE H. KENNEDY

CATHERINE H. KENNEDY, Probate Court Judge

By: D. Worley

Do not accept a copy of this certificate without the raised seal of the Probate Court.

EX.B



EX. B-1

The State.com
SOUTH CAROLINA'S HOME PAGE
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Article Search Results (Articles older than 7 days)

Archive Advanced Search | Archive

Search Articles-last 7 days for Go

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Your purchase of articles expires on 04/15/2007 9:13 PM.
You have viewed -8 articles and have 8 articles remaining.

State, The (Columbia, SC)
November 14, 1991
Section: METRO/REGION
Edition: FINAL
Page: 4B

MORE CHARGES BEING BROUGHT IN SEX CASE

THE ASSOCIATED PRESS

Two Florida men, including a former television news reporter, have been arrested in what might have been a child pornography ring.

Two other men were arrested in Columbia last week in connection with the case.

Emmet Rozier, 51, and Jimmy Walker, 22, who live together in Holly Hill, Fla., were arrested on charges of sexually assaulting teen-age boys.

Rozier, who worked for an Orlando television station in the early 1980s, has already served 11 months in jail for a 1983 no-contest plea to child abuse.

The state attorney's office on Friday charged him with lewd and lascivious assault upon a child under 16. Walker was charged with sexual battery.

Retired Richland County Deputy Coroner James Anasti, 46, was charged with inducing a sexual performance by a child and being a principal to a lewd and lascivious assault upon a child. Warren Thompson, 21, is accused of sexual battery for engaging in a sex act with a 14-year-old boy in Volusia County between Oct. 21 and Oct. 29.

South Carolina officials said Anasti convinced the boy to have sex with Thompson.

All four men are accused of paying at least two teen-age boys for sex in October and November. The men also forced the boys to have sex with them in some cases, according to the Volusia County state attorney's office.

NewsLibrary Document Deliv

Rozier and Walker were each being held on $50,000 bond. Anasti and Thompson would be extradited to Florida, according to the state attorney's office.

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EX. B-2

The State.com
SOUTH CAROLINA'S HOME PAGE
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Archives

Article Search Results (Articles older than 7 days)

Archive Advanced Search | Archive

Search Articles-last 7 days for Go

Note: Searching is always free. There is a $2.95 fee to view the full-text of any article.
Check out our Pricing Options.

About your archives purchase:
Your purchase of 10 articles expires on 04/15/2007 9:13 PM.
You have viewed 1 articles and have 9 articles remaining.

State, The (Columbia, SC)
November 30, 1991
Section: METRO/REGION
Edition: FINAL
Page: 1B

PORNOGRAPHY INVESTIGATION LED TO CHARGES

JOHN ALLARD, Staff Writer

The sexual-assault case in which retired Richland County Chief Deputy Coroner James Anasti has been charged was part of an investigation of a child- pornography ring in Florida that involved runaways, a prosecutor said.

Anasti, 46, and four others have been charged in the investigation, which is continuing, said Florida 7th Circuit State Attorney John Tanner. Anasti turned himself in Nov. 9 on charges he assisted in the sexual assault of a 14- year-old boy in Daytona Beach in October.

Tanner, the chief prosecutor in Daytona Beach, said ring members in Florida arranged sexual encounters for men with young runaways. He said the boys were paid to have sex with the men.

"There is a group of men who have operated throughout this area to attract child molesters from out of state to prey on the many young runaways we have here at the beach," Tanner said this week.

A Florida man was arrested on charges he paid two boys to have sex while he videotaped them, Tanner said.

Some of the videotapes were sold for distribution nationwide, while others were kept for personal use by members of the ring, Tanner said.

"Many times, the young victims of this type of sexual

EX. C-1

D: 01/01/1992
R: 05/29/1992

D 1088/421

GENERAL POWER OF ATTORNEY

VOL D1088 PAGE 421

I, James Anthony Anasti residing at 526 Edisto Avenue Unit #4, Columbia, SC 29205, hereby appoint Joseph W. Gravelyn, of 5888 Pinestraw Road, Columbia, SC 29206, as my Attorney-in-Fact, to act in my name and place, and for my benefit on my behalf with authority to do the following:

1. Open, maintain or close bank accounts (including, but not limited to checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.

   a. Conduct any business with any banking or financial institution with respect to any of my accounts, including but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

   b. Perform any act necessary to deposit, negotiate, sell, or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

   c. Have access to any safety deposit box that I might own, including its contents.

2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me.

3. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

4. Enter into binding contracts on my behalf.

5. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired), including but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession).

6. Prepare, sign, and file documents with any governmental body or agency, including but not limited to, authorization to:

   a. Prepare, sign and file income and other tax returns with federal, state, and local and other governmental bodies.

   b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency.

Page 1

VOL D1088 PAGE 421

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits.

This Power of Attorney is intended to be a general power of attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

I hereby grant to my Attorney-in-Fact full right, power and authority to do every act, deed and thing necessary or advisable to be done concerning the above powers, as fully as I could do if personally present and acting.

This Power of Attorney shall become effective immediately, shall not be effected by my disability or lack of mental competence, and shall continue effective until my death; provided, however, that this Power may be revoked by me as to my Attorney-in-Fact at any time by written notice to my Attorney-in-Fact.

Dated 1-1-, 1992 at Columbia S.C.

James Anthony Ahearn

Witness

Witness

State of S. Carolina
County of Richland, ss.:

The foregoing instrument was acknowledged before me this 1st day of Jan., 1992, by (Type or Print Names of Declarant and Two Witnesses).

T. E. Clark Notary Public for S.C.
(Signature of person taking acknowledgement)
(Title or rank) (Serial number, if any)
My Commission Expires 4-29-96

AT 2325 TWO NOTCH ROAD?

A. WHEN THE DEED WAS DONE, MY FATHER AND I, BECAUSE OF -- WELL, I SAY THE DEED, WHEN LAURA CORVI SIGNED EVERYTHING OVER, HE TOLD ME SINCE MY MOTHER HAD PASSED AWAY HE WAS GOING TO PUT ME ON THERE IN HER PLACE, AND I DON'T KNOW WHAT DATE THAT WAS OR ANYTHING ELSE. I MEAN IT WAS MANY YEARS AGO. AND THAT IS WHY I ALWAYS KNEW IT WAS IN MY NAME AND HIS NAME.

Q. YOU ALWAYS KNEW THAT?

A. YES.

Q. DID YOU TAKE ANY ACTIONS WHEN YOUR FATHER DIED TO ASCERTAIN WHETHER OR NOT THAT PROPERTY WAS PART OF THE PROBATE ESTATE?

A. MY HANDS WERE TIED. I COULDN'T DO ANYTHING. I WAS OUT OF THE COUNTRY AND I HAD TO RELY ON GINA AND ALSO WITH JOE, AND I JUST, I TALKED TO GINA ON THE PHONE AND SHE WAS HANDLING EVERYTHING AND I HAVE TRUSTED HER TO DO IT AND THAT IS IT.

Q. WOULD YOU AGREE THAT THROUGH YOUR POWER OF ATTORNEY THAT JOE GRAVELYN HAD ACCESS TO ALL THESE DOCUMENTS?

A. I DON'T KNOW. YOU WOULD HAVE TO ASK HIM.

Q. ISN'T IT TRUE THAT HE SIGNED WAIVERS?

A. ALL THOSE THAT HE SIGNED, HE MUST HAVE HAD ACCESS TO, YES.

EX. D

PROBATE COURT

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF ALBERT A ANASTI

CASE NUMBER 95 ES 4081176

FILED
95 NOV -7 PM 12:36
CLERK OF COURT
R.C.S.C.

RECORDED
RICHLAND COUNTY
REGISTER OF DEEDS
TEN DOLLARS
PAID

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 24 day of OCTOBER 19 95; and,

WHEREAS, the estate of the decedent is being administered in the Probate Court for RICHLAND County, South Carolina in File # 95ES 4081176; and,

WHEREAS, the grantee herein is either a beneficiary or heir at law, as appropriate, of the decedent; and,

WHEREAS, the undersigned Personal Representative is the duly appointed and qualified fiduciary in this matter; and,

NOW, THEREFORE, in accordance with the laws of the State of South Carolina, the Personal Representative has granted bargained, sold and released, and by these Presents does grant, bargain, sell and release to:

Name: GINA L ANASTI LEE AND HER HEIRS
Address: P.O. BOX 655
BLYTHEWOOD SOUTH CAROLINA 29016

the following described property: TWO NOTCH ROAD, COMMERCIAL BUILDING

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND WITH THE IMPROVEMENTS THEREON SITUATE, LYING AND BEING ON THE WESTERN SIDE OF TWO NOTCH ROAD (U.S.#1) IN THE CITY OF COLUMBIA, COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA AND BEING MORE FULLY SHOWN ON A PLAT PREPARED FOR FERRIS HUNTER BY WILLIAM WINGFIELD, REGISTERED SURVEYOR, DATED FEBRUARY 18, 1958, AND MEASURING AND BOUNDING AS FOLLOWS: BEGINNING AT AN IRON PIN ON THE WESTERN SIDE OF TWO NOTCH ROAD (U.S. HIGHWAY NO. 1), AND THENCE RUNNING NORTH SIXTY-SEVEN DEGREES NINE MINUTES WEST A DISTANCE OF 127.6 FEET TO AN IRON PIN: THENCE TURNING AND RUNNING NORTH TWENTY-SEVEN DEGREES FIFTY-FOUR MINUTES EAST FOR A DISTANCE OF 25.4 FEET TO AN IRON PIN: THENCE TURNING AND RUNNING NORTH SIXTY-SEVEN DEGREES SEVENTEEN MINUTES WEST A DISTANCE OF 81.9 FEET TO AN IRON PIN, THENCE TURNING NORTH TWENTY-SIX DEGREES FORTY MINUTES A DISTANCE OF 92.7 FEET TO AN IRON PIN, THENCE TURNING AND RUNNING SOUTH SIXTY-SEVEN DEGREES 00 MINUTES EAST FOR A DISTANCE OF 222.9 FEET TO AN IRON PIN, THENCE TURNING AND RUNNING ALONG TWO NOTCH ROAD SOUTH THIRTY DEGREES ONE MINUTE WEST FOR A DISTANCE OF 118.5 FEET TO THE POINT OF BEGINNING.

THIS BEING THE IDENTICAL PROPERTY INHERITED BY ANNE M. HUNTER FROM FERRIS HUNTER AS RECORDED IN THE OCC FOR RICHLAND COUNTY IN DEED BOOK 300 AT PAGE 409.

FURTHER REFERENCE MAY BE HAD TO PLAT BOOK 11 PAGE 223.

TMS# 11510 0303

NOV -7 AM 9:16

D1347 P0992

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises/Property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises/Property unto the said GINA L ANASTI LEE

their heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the decedent, has executed this Deed, this 18 day of OCTOBER, 19 96

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Estate of: ALBERT A ANASTI
by Signature: Gina L. Anasti Lee

Witness:

Witness:

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY appeared before me

and made oath that he/she saw the within named Personal Representative(s) sign, seal, and as their act and deed, deliver the within written Deed, and that he/she with

witnessed the execution thereof.

SWORN to before me this 25 day of OCTOBER, 1996

Witness Signature:

Notary Public for South Carolina
My Commission Expires:

Notary Public, South Carolina State at Large
My Commission Expires

I hereby certify that the within Deed was filed for record in my office at 12:36 P.M. on the 7 day of Nov, 1996, and was duly recorded in Book 1347 Page 991 of Deeds, Records, and Conveyances, and the proper taxes were collected in the amount of $ 137.50

Richland County, S.C.

RECORDED THIS 18th DAY OF Nov, A.D. 1996

AUDITOR OF RICHLAND COUNTY, SC

FORM #400PC (1/89)

PAGE 2 OF 2

E-1

12-22-95

JOSEPH W. GRAVELYN RECEIVED A CHECK FOR JIM ANASTI IN THE AMOUNT OF $ 5100.00 ON 12-22-95

Joseph W. Gravelyn

Gina Lee

E-2

Richland County ROD 11/24/1998 12:07:09:59 Book 00339-0696
1998081000 John G. Norris Deed
Fee: $10.00 County Tax: $27.50 State Tax: $85.00

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

KNOW ALL MEN BY THESE PRESENTS that I, JAMES A. ANASTI A/K/A JIM ANASTI, (hereinafter called "Grantor"), for and in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS to me in hand by GINA L. ANASTI LEE, (hereinafter called "Grantee"), in the State aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Grantee, her successors, heirs, and assigns, all my right, title and interest, in the following described real property:

SEE EXHIBIT "A" ATTACHED

DERIVATION: Being the same property conveyed to the Grantor herein by deed of Laura Corvi, recorded 11-17-78 in Book D482, Page 753.

GRANTEE'S ADDRESS: 5940 Pinesharo Rd, Columbia SC 29206

TMS: 14112-11-9

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular rights, members, hereditaments and appurtenances to the premises belonging, or in any wise incident appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, her successors, heirs and assigns forever.

And the Grantor does hereby bind herself and her heirs to warrant and forever defend all and singular the premises unto the Grantee, her heirs, successors and assigns, against Grantor and her heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 19th day of November, 1998.

Signed, Seal and Delivered

James A Anasta by Joseph W. Grant Attorney in Fact
JAMES A. ANASTI A/K/A
JIM ANASTI

In the Presence of:

Deborah C. Standridge

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERSONALLY APPEARED before me the undersigned witness and made oath that s/he saw the within Grantor sign, seal, and as his act and deed, deliver the within deed, and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this 19th day of November, 1998

Deborah C. Standridge

Notary Public for South Carolina
My Commission Expires: 1-28-04

Book 00239-0097
Record Book

LEGAL DESCRIPTION EXHIBIT 'A'

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the northeastern side of Pinestraw Road, near the City of Columbia, County of Richland, State of South Carolina, being shown and designatedas Lot No. 6 on a plat of R. T. Cook Estate by B. P. Barber and Associates, Inc., dated November 30, 1962, recorded in the Office of the Register of Deeds for Richland County in Plat Book "T" at Page 89, said lot, according to said plat, is bounded and measures as follows: On the Southwest by Pinestraw Road whereon it fronts and measures 82.25 feet; on the Northwest by property now or formerly of John T. Brock whereon it measures 183 feet; on the Northwest by Lot No. 8 on said plat whereon it measures 83.3 feet; and on the Southeast by Lot No. 7 on said plat whereon it measures 170.3 feet; be all measurements a little more or less.

Book 00238-0698
Record Book
1998081000 Fee: $10.00 County Tax: $27.50 State Tax: $65.00
Richland County ROD 11/24/1998 12:07:09:59

Exh. E-3

SCDOT R/W Form 815 (06-01)

COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) C/A NO.
COUNTY OF RICHLAND)

Road/Route	US Route 1
File	40.623A
Item	
Project	BST-COMB (013)
PIN	22871

2007 DEC 16 FILED

South Carolina Department of Transportation,

Condemnor,

VS.

Willis S. Goodwin and James A. Anasti,

Landowner(s),

and

Lance Wilson, Contract Purchaser, and Gina L. Anasti Lee, Mortgagee,

Other Condemnee(s).

CONDEMNATION NOTICE AND TENDER OF PAYMENT

(JURY TRIAL DEMANDED)

TO: THE LANDOWNER(S) AND OTHER CONDEMNEE(S) ABOVE NAMED:

COPY TO: JOSEPH W. GRAVELYN, ATTORNEY IN FACT FOR JAMES A. ANASTI, 1043 WANDO STREET, COLUMBIA, SC 29205

Pursuant to the South Carolina Eminent Domain Procedure Act, Section 28-2-10, et seq., Code of Laws of South Carolina, 1976, as amended, you are hereby notified as follows:

1. The South Carolina Department of Transportation (SCDOT) is the Condemnor herein and seeks to acquire the real property described herein for public purposes.

2. Willis S. Goodwin is named as Landowner(s) in this action by virtue of his claim(s) of title (or other interests) as shown by that certain Deed from Gina L. Anasti Lee dated

January 6, 2000 and recorded January 7, 2000 in Deed Book 375 at Page 223 in the records for Richland County.

3. James A. Anasti is named as Landowner(s) in this action by virtue of his claim(s) of title (or other interests) as shown by that certain deed from Laura Corvi dated November 17, 1978 and recorded November 17, 1978 in Deed Book D482 at Page 756 in the records for Richland County.

4. Lance Wilson is made a party to this action as "Other Condemnee" by virtue of his claim(s) of title (or other interest) in that certain Installment Sale Contract by and between Willis S. Goodwin and Lance Wilson recorded January 12, 2000 in Book 376 at Page 1268 in the records for Richland County.

5. Gina L. Anasti Lee is made a party to this action as "Other Condemnee" by virtue of her claim(s) of title (or other interest) in that certain Mortagage recorded in Record Book 375 at Page 226 in the records for Richland County.

6. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor:

All that certain parcel or strip of land, in fee simple, with improvements thereon, if any, containing 885 square feet of land, owned by Willis S. Goodwin and James A. Anasti, shown as "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof.

Tax Map Number 11510-03-03

7. The SCDOT is vested with the power of eminent domain pursuant to Section 57-5-320 and Section 28-2-60, Code of Laws of South Carolina, 1976, as amended.

8. The property sought herein is to be acquired for public purposes, more particularly for the construction of a section of US Route 1 (Two Notch Road), from Forest Drive/Taylor Street to Beltline Boulevard.

9. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

10. The SCDOT has complied with the requirements set forth in Section 28-2-70(a), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner(s) where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this

action, or pursuant to Section 12-27-405, Code of Laws of South Carolina, 1976, as amended, an appraisal of this property was not required.

11. Project plans may be inspected at the office of **South Carolina Department of Transportation, Richland County Maintenance Office, 7201 Fairfield Road, Columbia, South Carolina 29203, under File 40.623A, Project BST-COMB (013), Tract 59PCR.**

12. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER, **INCLUDING ALL DAMAGES TO BE THE SUM OF FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($5,400.00)** AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).

13. Payment of this amount will be made to the Landowner(s) if within thirty (30) days of service of this Condemnation Notice, the Landowner(s) in writing requests payment, and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class certified mail with return receipt requested or delivered in person to Oscar K. Rucker, Director, Rights of Way, South Carolina Department of Transportation, 955 Park Street, Columbia, South Carolina 29202. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

14. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner(s) and Other Condemnee(s) notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

15. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY DAYS OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER(S) WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

16. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify

the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner(s). That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner(s) has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner(s) written notice by mail of the call of the case for trial.

17. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER(S) IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

18. In the event the Landowner(s) accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

CLIFFORD O. KOON, JR., SC BAR #3599
B. MICHAEL BRACKETT, SC BAR #838
PAUL D. DE HOLCZER, SC BAR #6905
Moses Koon & Brackett, PC
1136 Washington Street, Third Floor
Post Office Box 100261
Columbia, South Carolina 29202-3261
(803) 461-2300 / (803) 461-2309 Fax

Attorneys for Condemnor

Columbia, South Carolina

Dec. 16, 2002

EX. E-4

FILED

PROBATE COURT

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

97 MAR 25 AM 11:36

IN THE MATTER OF ALBERT ANASTI

CASE NUMBER 3400117[illegible]

Decedent's Date of Death (if known): 10/24/95

Decedent's Last Mailing Address: _____

☒ WAIVER OF NOTICE
☐ REQUEST FOR NOTICE
☐ DEMAND FOR NOTICE

I. [illegible]e of interest of undersigned:

POA OF JAMES ANASTI, THE SON OF THE DECEDENT

II. I waive or demand/request notice of the following items pertaining to the above estate as indicated:

WAIVE	DEMAND/REQUEST	
☐	☐	Application for informal probate or appointment
☐	☐	Petition for formal testacy or appointment
☐	☐	Information to heirs and devisees
☐	☒	Any petition and corresponding order
☐	☐	Proof of notice to creditors
☒	☐	Inventory
☒	☐	Accounting
☒	☐	Hearings/Right to appear
☐	☐	Petition for appointment of guardian/conservator
☐	☐	Protective Proceedings
☒	☐	Other (specify): ANY CLOSING DOCUMENTS PERTAINING TO THE CLOSING

III. My address and/or that of my attorney is listed below.

Executed this 25 day of MARCH, 1997

Signature: James A Anasti /Joseph W. Grace, Jr.
Name: POA
Address: 1043 WANDO CT
CHS, S.C. 29205
Telephone (O) _____
(H) _____
Attorney _____
Address _____
Telephone _____

FORM PROBATE [illegible]

SCDOT R/W Form 815 (06-01)

Ex. F

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) C/A NO.
COUNTY OF RICHLAND)

Road/Route US Route 1
File 40.623A
Item
Project BST-COMB (013)
PIN 22871

South Carolina Department of Transportation,

Condemnor,

VS.

Willis S. Goodwin and James A. Anasti,

Landowner(s),

and

Lance Wilson, Contract Purchaser, and Gina L. Anasti Lee, Mortgagee,

Other Condemnee(s).

CONDEMNATION NOTICE AND TENDER OF PAYMENT

(JURY TRIAL DEMANDED)

2002 DEC 16 P1:23

TO: THE LANDOWNER(S) AND OTHER CONDEMNEE(S) ABOVE NAMED:

COPY TO: JOSEPH W. GRAVELY, ATTORNEY IN FACT FOR JAMES A. ANASTI, 1043 WANDO STREET, COLUMBIA, SC 29205

Pursuant to the South Carolina Eminent Domain Procedure Act, Section 28-2-10, et seq., Code of Laws of South Carolina, 1976, as amended, you are hereby notified as follows:

1. The South Carolina Department of Transportation (SCDOT) is the Condemnor herein and seeks to acquire the real property described herein for public purposes.

2. Willis S. Goodwin is named as Landowner(s) in this action by virtue of his claim(s) of title (or other interests) as shown by that certain Deed from Gina L. Anasti Lee dated

A. BACK AND FORTH. I HAVE JUST GOT BACK FROM AUSTRALIA JUST A FEW MONTHS AGO, THREE OR FOUR MONTHS AGO. I HAVE GONE QUITE OFTEN.

Q. SINCE 1992, HOW MANY TIMES HAVE YOU RETURNED FROM YOUR EXTENSIVE TRAVELS IN EUROPE?

A. I COULDN'T GIVE YOU AN EXACT NUMBER, BUT IT'S PROBABLY ABOUT CLOSE TO TEN TIMES.

Q. ONCE A YEAR, TWICE A YEAR?

A. FROM '96? NO. I COULDN'T COME BACK INTO THE COUNTRY UNTIL ABOUT FOUR YEARS AGO, SO I HAVE BEEN BACK ABOUT TEN TIMES SINCE THEN LEAVING AND COMING BACK.

Q. DURING THE TIMES YOU CAME BACK, HAVE YOU TAKEN ANY INTEREST IN THE PROPERTY AT TWO NOTCH ROAD?

A. WELL, WHEN I WAS NOTIFIED ABOUT THIS HIGHWAY DEPARTMENT SITUATION, AND SOMETHING HAD TO BE SETTLED ON IT, AND I WAS IN AUSTRALIA. I HAD NO WAY OF HANDLING ANY OF THAT, AND I JUST TOLD JOE TO TAKE THAT AND JUST TAKE IT OVER TO JAMES L. MANN'S OFFICE AND GIVE IT TO JIMMY MANN AND LET THEM HANDLE IT, BECAUSE I DIDN'T KNOW. THERE WAS NO WAY I COULD HANDLE ANYTHING.

Q. SO YOU FIRST BECAME AWARE THAT -- WELL, YOU TELL ME WHAT DID YOU BECOME AWARE SOMETHING NEEDED TO BE HANDLED BY MR. MANN?

A. IT WAS SOMETHING TO DO WITH THE SIDEWALK OR EASEMENT ON THE PLACE THAT THEY HAD TO HAVE -- A DECISION

HAD TO BE MADE OR SOMETHING. THEY WANTED TO FIX THE PLACE UP OR PUT A SIDEWALK IN OR SOME DEAL, AND I MEAN I WASN'T IN ANY POSITION, I WAS GONE, SO NOTHING I COULD DO, AND I SAID JUST TAKE IT TO JIMMY MANN AND GIVE IT TO HIM AND LET HIM HANDLE IT.

Q. SO IN OTHER WORDS, YOU DIDN'T KNOW ANYTHING ABOUT IT AT ALL?

A. ONLY THAT THEY WERE GOING TO PAY FOR THE PROPERTY THEY WANTED TO TAKE TO PUT THE SIDEWALK DOWN.

Q. YOU OPERATED ENTIRELY THROUGH YOUR POWER OF ATTORNEY?

A. YES. WELL I MEAN, YES, AND I GAVE IT TO JIMMY MANN TOO, FOR THE LEGAL THING, AND THAT IS WHY I TOLD JOE TO TAKE IT AND JUST GIVE IT TO JIMMY.

Q. AND YOU KNOW OF ABSOLUTELY NOTHING THAT MRS. LEE HAS DONE THAT HAS BEEN INAPPROPRIATE OR ILLEGAL?

MR. TRUSLOW: OBJECTION TO THE FORM OF THE QUESTION.

A. YOU KNOW, SHE'S MY SISTER. I DON'T THINK SHE WOULD DO ANYTHING LIKE THAT.

Q. DO YOU HAVE ANYTHING TO INDICATE THAT SHE WOULD?

A. NO.

Q. DO YOU AGREE THAT SINCE THIS DEED OF DISTRIBUTION WAS ISSUED BY THE PROBATE COURT AS TO THE TWO NOTCH PROPERTY THAT MRS. LEE HAS BEEN HANDLING THE PROPERTY

Ex H-1

RICHLAND COUNTY PROBATE COURT

Richland County Judicial Center
P.O. Box 192
Columbia, S.C. 29202

CATHERINE H. KENNEDY
Judge of Probate
748-4700

COLEMAN L. CATOE, JR.
Associate Judge of Probate
748-4700

ESTATE AND GUARDIANSHIP DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4709

Date: 11-07-96

To: The Honorable
Judge of Probate
Room 302
County Courthouse
Camden, S.C. 29020

Re: Estate of Albert A. Anastasi
Estate Number 95ES4001176

Dear Judge:

Enclosed please find a copy of a Deed of Distribution in reference to the above estate. As you can see, the estate is being probated in Richland County, however, the decedent did own property located in your county. The original Deed of Distribution has been sent to the Clerk of Court/RMC in your county, along with the recording fee.

Our office is providing you Court with this copy in accordance with S 14-23-650, Code of Laws of South Carolina (1976 as amended). If you require anything further from this estate file, including certified copies, we request that you contact the Personal Representative of this estate.

Sincerely,

Estate Clerk

Enclosure

RICHLAND COUNTY PROBATE COURT
Richland County Judicial Center
P.O. Box 192
Columbia, S.C. 29202

CATHERINE H. KENNEDY
Judge of Probate
748-4700

COLEMAN L. CATOE, JR.
Associate Judge of Probate
748-4700

ESTATE AND GUARDIANSHIP DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4705

The Honorable
Judge of Probate
300-B California Ave
North Conway, SC 29861

Re: Estate of Albert A. Anastu
Estate Number 95ES4001176

Dear Judge:

Enclosed please find a copy of a Deed of Distribution in reference to the aforementioned estate. As you can see, the estate is being probated in Richland County, however, the decedent did own this property located in your county.

Our office is providing your Court with this copy. If you require anything further from this estate file we request that you contact the Personal Representative of this estate:

Sincerely,

Paul M. Black

Richland County
Probate Court

enclosure

94-H-2

RICHLAND COUNTY PROBATE COURT
Richland County Judicial Center
P.O. Box 192
Columbia, S.C. 29202

CATHERINE H. KENNEDY
Judge of Probate
748-4700

COLEMAN L. CATOE, JR.
Associate Judge of Probate
748-4700

ESTATE AND GUARDIANSHIP DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4706

4-10-96

Cynthia Tait
Courthouse
223 N. Live Oak Street
Manning, SC 29102

RE: Estate of Albert A. Anarth
Estate Number: 95ES4001176

Dear Clerk of Court/RMC:

In accordance with Section 30-9-60 and Section 30-9-80, Code of Laws of South Carolina (1976), enclosed please find the original Deed for Distribution in the above referenced estate along with the prescribed recording fee.

Please index the Deed of Distribution on your records and return the clocked-in original to this office. We will then forward the original Deed of Distribution to the Personal Representative of the estate.

Thank you for your cooperation in this matter.

Sincerely,

Paul M. Black

Richland County Probate Court

Enclosures

RICHLAND COUNTY PROBATE COURT
Richland County Judicial Center
P.O. Box 192
Columbia, S.C. 29202

CATHERINE H. KENNEDY
Judge of Probate
748-4700

COLEMAN L. CATOE, JR.
Associate Judge of Probate
748-4700

ESTATE AND GUARDIANSHIP DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4709

11-07-96

Matilda W. Hodison
1121 Broad Street
Camden, SC 29020

RE: Estate of Albert A. Anasti
Estate Number 95ES400 1176

Clerk of Court

In accordance with Section 30-9-60 and Section 30-9-80, Code of Laws of South Carolina (1976), enclosed please find the original Deed of Distribution in the above referenced estate along with the prescribed recording fee.

Please index the Deed of Distribution on your records and return the clocked-in original to this office. We will then forward the original Deed of Distribution to the Personal Representative of the estate.

Thank you for your cooperation in this matter.

Sincerely,

David M. Black

Richland County Probate Court

Enclosures

Ex - I-1

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@scbar.org

May 7, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

I spoke to Gina today, and she has advised me she is having medical problems. She is unsure of the exact type of intervention that will be required, but her physician believes she requires immediate surgery. She would appreciate everyone, and, in particular, her brother, being accommodating at this difficult time for her. I will contact you when she informs me she has recovered sufficiently for her deposition to be taken. Also, I have enclosed the answers to your interrogatories, and, of course, await your reply to my discovery requests.

Thank you for your consideration in the matter, and please feel free to call me or Harriet at 799.1700 if we can be of assistance.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

Gina L. Lee
PO Box 655
Blythewood, SC 29016

Thomas G. Earle
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Ex I-2

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@scbar.org

June 8, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

Mrs. Lee has agreed to have her deposition taken on June 15, 2007 as you have insisted. I reiterate that your decision to go forward with Mrs. Lee's deposition at this time is ill-advised, but I defer to your judgment as long as you keep your previous commitment to have your client available at the same time for his deposition to be taken. Please confirm in writing that your client will be available if you wish to go forward with Mrs. Lee's deposition on the 15th.

Second, I have completed and enclosed revised answers to interrogatories in an attempt to mollify your on-going complaints. I understand from Harriet that you overlooked the first CD [containing the documents you requested] that was mailed from my Darlington office, and filed the Motion to Compel prior to understanding the information you requested was actually in your possession. The CD is a pdf file that contains all of the documents in the Plaintiff's possession. It is self-explanatory if you will simply look at it.

Finally, the less than kind insinuations made in your recent letter regarding Mrs. Lee's current work schedule were unnecessary. Like millions of other people across our nation, Mrs. Lee has no health insurance and must work to raise the money to pay for her surgery and her recovery. In closing, please, please, please continue to contact Harriet with any questions or concerns. She can be reached at 803.799.1700.

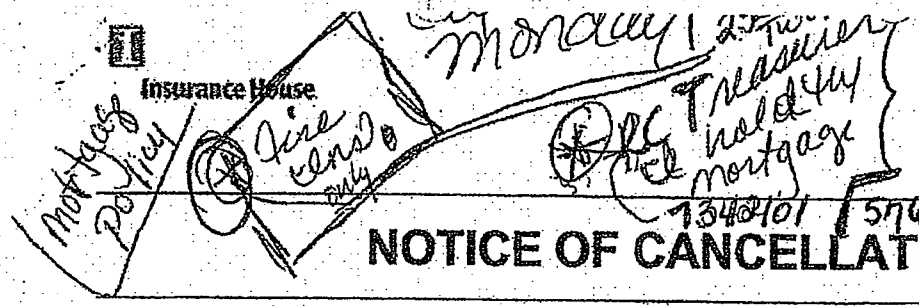
With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

EX. J



Insurance House Inc
P.O. Box 13219
Research Triangle Park, NC
27709-3219
Phone: 919-383-9439
Fax: 919-383-5696
Insurancehouse.com

NOTICE OF CANCELLATION

POLICY NO.:	PAC6571906	**EFFECTIVE DATE OF CANCELLATION:**	
KIND OF POLICY:	Commercial Package Policy	**DATE:** 7/20/2006 **TIME:** 12:01 AM (HOUR STANDARD TIME)	
INSURANCE COMPANY:	Penn America	**DATE OF MAILING:** 6/30/2006	
		ISSUED THROUGH AGENCY OFFICE: Research Triangle Park, NC 27709-3219	
INSURED NAME & ADDRESS	Wilson, Lance, Steve Goodwin 301 Barney Lane Columbia, SC 29223	**AGENT OR BROKER**	Trapp Insurance Services 3608 Landmark Dr, suite F Columbia, SC 29204

Notice of Cancellation due to: DUE TO NON PAY TO THE FINANCE COMPANY.

Producer:

Insurance House Inc
P.O. Box 13219
Research Triangle Park, NC 27709-3219

(If notice of cancellation is mailed to the Insured, Lienholder or Mortgagee, complete the following.)

I hereby certify that I personally mailed in the U.S. Post Office, at the place and time stamped hereon, a notice of cancellation to the Insured, Lienholder or Mortgagee an exact carbon copy of which appears above, and at said time received from the U.S. Postal Service the receipt made a part hereof or attached hereto.

Signed June 30, 2006

Signature: _____

Exhibit K to affidavit
of Gina Lee
Case No: 07-CP-40-0576
- Filed under seal
(11 pages)
Per Hippa

EXHIBIT 10

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

JAMES A. ANASTI, PLAINTIFF,	
VERSUS	C.A. NO.: 07-CP-40-0576
LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, RICHLAND COUNTY CLERK OF COURT, DEFENDANT.	

- - -

THE DEPOSITION OF JAMES ANASTI

- - -

LAW OFFICES OF DOUGLAS N. TRUSLOW

914 RICHLAND STREET, SUITE B-102

COLUMBIA, SOUTH CAROLINA

JUNE 26, 2007

11 A.M. - 12:10 P.M.

IN BEHALF OF THE ATTORNEYS FOR THE DEFENDANT LEE, THE DEPOSITION OF THE ABOVE-NAMED WITNESS WAS TAKEN BEFORE ME, JUDITH H. HAYES, CERTIFIED COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, PURSUANT TO NOTICE AND/OR AGREEMENT IN THE ABOVE-ENTITLED CAUSE PENDING IN THE ABOVE-NAMED COURT.

APPEARING IN BEHALF OF THE PLAINTIFF:

DOUGLAS N. TRUSLOW, ESQ.
914 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201

APPEARING IN BEHALF OF THE DEFENDANT LEE:

TONY R. MEGNA, ESQ
3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA

APPEARING IN BEHALF OF THE DEFENDANTS WILSON AND GOODWIN:

SEIGLER, EARLE & ELLSWORTH
1735 ST. JULIAN PLACE, SUITE 103
COLUMBIA, SOUTH CAROLINA 29204
BY: THOMAS G. EARLE, ESQ.

ALSO PRESENT: GINA A. LEE

Q. THIS ONE RIGHT THERE (POINTING).

A. (READING.) I HEREBY GRANT TO MY ATTORNEY-IN-FACT FULL RIGHT, POWER AND AUTHORITY TO DO EVERYTHING -- I CAN'T READ THAT WORD -- ACTS, I THINK IT IS, DEED AND THINGS NECESSARY OR ADVISABLE TO BE DONE CONCERNING THE ABOVE POWERS AS FULLY AS I COULD DO IF PERSONALLY PRESENT AND ACTING.

Q. SO HE HAD YOUR FULL AUTHORITY TO DO ANYTHING AS IF YOU WERE PERSONALLY THERE AND ACTING?

A. YES.

Q. AND YOU HAD THIS POWER OF ATTORNEY FILED IN THE RICHLAND COUNTY OF CLERK'S OFFICE?

A. HE FILED IT, I THINK.

Q. IT WAS FILED IN THE RICHLAND COUNTY COURT'S OFFICE?

A. AS FAR AS I KNOW, YES. OR THE ATTORNEYS FILED IT. I'M NOT SURE. I WAS GONE, SO. . .

Q. WOULD YOU LOOK THROUGH THOSE PAPERS RIGHT THERE? THOSE ARE THE PROBATE PAPERS FROM THE RICHLAND COUNTY PROBATE COURT. WOULD YOU TELL ME IF YOU RECOGNIZE ANY OF THOSE?

A. I PERSONALLY HAVE NEVER SEEN ANYTHING FROM THE COURTS OR ANYTHING. I HAVE BEEN OUT OF THE COUNTRY FOR 15 YEARS. ALL LEGAL DOCUMENTS ARE NOTHING I HAVE SEEN.

Q. THAT IS WHY YOU HAD MR. GRAVELYN DOING THIS FOR

EXHIBIT 11

GENERAL POWER OF ATTORNEY VOL D1088 PAGE 421

I, James Anthony Anasti residing at 526 Edisto Avenue Unit #4, Columbia, SC 29205, hereby appoint Joseph W. Gravelyn, of 5446 Pinestraw Road, Columbia, SC 29206, as my Attorney-in-Fact, to act in my name and place, and for my benefit on my behalf with authority to do the following:

1. Open, maintain or close bank accounts (including, but not limited to checking accounts, savings accounts, and certificates of deposit), brokerage accounts, and other similar accounts with financial institutions.

   a. Conduct any business with any banking or financial institution with respect to any of my accounts, including but not limited to, making deposits and withdrawals, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

   b. Perform any act necessary to deposit, negotiate, sell, or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

   c. Have access to any safety deposit box that I might own, including its contents.

2. Sell, exchange, buy, invest, or reinvest any assets or property owned by me.

3. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

4. Enter into binding contracts on my behalf.

5. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired), including but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession).

6. Prepare, sign, and file documents with any governmental body or agency, including but not limited to, authorization to:

   a. Prepare, sign and file income and other tax returns with federal, state, and local and other governmental bodies.

   b. Obtain information or documents from any government or its agencies, and negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits.

This Power of Attorney is intended to be a general power of attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

I hereby grant to my Attorney-in-Fact full right, power and authority to do every act, deed and thing necessary or advisable to be done concerning the above powers, as fully as I could do if personally present and acting.

This Power of Attorney shall become effective immediately, shall not be affected by my disability or lack of mental competence, and shall continue effective until my death; provided, however, that this Power may be revoked by me as to my Attorney-in-Fact at any time by written notice to my Attorney-in-Fact.

Dated 1-1-, 1992 at Columbia, S.C.

James Anthony Knecht

Witness

Witness

State of S. C.
County of Richland, ss.

The foregoing instrument was acknowledged before me this 1st day of Jan., 1992, by

(Type or Print Names of Declarant and Two Witnesses).

(Signature of person taking acknowledgment)
(Title or rank) (Serial number, if any)
My Commission Expires 4-27-96

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

FILED
NOV 07 1996
PROBATE JUDGE
RICHLAND COUNTY, S. C.

PROBATE COURT

IN THE MATTER OF ALBERT A ANASTI

CASE NUMBER 95 ES 4081176

RECEIPT AND RELEASE

The undersigned hereby acknowledges receipt from the Personal Representative(s) in this matter of the following property:

ALL MONIES AS LISTED ON ORIGINAL DOCUMENTATION HAS BEEN DISTRIBUTED AS ORDERED, ALL PROPERTIES HAVE BEEN DEEDED AND CONVEYED TO HEIRS.

THIS INCLUDES PERSONAL PROPERTY AND REAL PROPERTY.

In consideration of the distribution, the undersigned releases and forever discharges the Personal Representative(s) and the Estate from any and all rights and claims, which the undersigned may have against the Personal Representative(s) and the Estate.

Executed this 6 day of November, 19__

Witness:

Sibyl M. Black

Beneficiary:

James A. Anasti

James A Anasti, Power of Attorney BY:
Joe Gravelyn

DEFENDANT'S EXHIBIT 3

12

EXHIBIT 13

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

JAMES A. ANASTI, PLAINTIFF, VERSUS LANCE WILSON, WILLIS GOODWIN, GINA L. ANASTI LEE, RICHLAND COUNTY CLERK OF COURT, DEFENDANT.	C.A. NO.: 07-CP-40-0576

- - -

THE DEPOSITION OF JAMES ANASTI

- - -

LAW OFFICES OF DOUGLAS N. TRUSLOW

914 RICHLAND STREET, SUITE B-102

COLUMBIA, SOUTH CAROLINA

JUNE 26, 2007

11 A.M. - 12:10 P.M.

IN BEHALF OF THE ATTORNEYS FOR THE DEFENDANT LEE; THE DEPOSITION OF THE ABOVE-NAMED WITNESS WAS TAKEN BEFORE ME, JUDITH H. HAYES, CERTIFIED COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, PURSUANT TO NOTICE AND/OR AGREEMENT IN THE ABOVE-ENTITLED CAUSE PENDING IN THE ABOVE-NAMED COURT.

APPEARING IN BEHALF OF THE PLAINTIFF:

DOUGLAS N. TRUSLOW, ESQ.
914 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201

APPEARING IN BEHALF OF THE DEFENDANT LEE:

TONY R. MEGNA, ESQ
3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA

APPEARING IN BEHALF OF THE DEFENDANTS WILSON AND GOODWIN:

SEIGLER, EARLE & ELLSWORTH
1735 ST. JULIAN PLACE, SUITE 103
COLUMBIA, SOUTH CAROLINA 29204
BY: THOMAS G. EARLE, ESQ.

ALSO PRESENT: GINA A. LEE

YOUR ADDRESS IN AMSTERDAM?

A. YES, IT WAS. IT HAS NETHERLANDS THERE, BUT IT'S GOT EITHERLANDS THERE, BUT THAT'S THE NETHERLANDS THERE, HOLLAND.

(DEFENDANTS' EXHIBIT NO. 9 WAS MARKED FOR IDENTIFICATION.)

Q. WOULD YOU AGREE THAT IS A WAIVER OF NOTICE FILED IN RICHLAND COUNTY PROBATE COURT?

A. WELL, IT SAYS WAIVER OF NOTICE, YES.

Q. WHO SIGNED THAT DOCUMENT, PLEASE?

A. JOE GRAVELYN.

Q. ON WHOSE BEHALF?

A. MINE.

Q. WOULD YOU AGREE THAT HE WAS FULLY AUTHORIZED TO SIGN THAT DOCUMENT?

A. YES, I GUESS.

Q. YES, YOU GUESS, OR YES OR NO?

A. I DON'T KNOW WHAT IT IS, BUT I WOULD THINK SO, SINCE HE HAD POWER OF ATTORNEY.

(DEFENDANTS' EXHIBIT NO. 10 WAS MARKED FOR IDENTIFICATION.)

Q. THAT IS A RECEIPT AND RELEASE FILED IN THE RICHLAND COUNTY PROBATE COURT. IS THAT WHAT THAT IS?

A. IT SAYS RECEIPT AND RELEASE.

Q. WHO SIGNED THAT DOCUMENT?

A. JOSEPH GRAVELYN.

Q. ON WHOSE BEHALF?

A. IN MY BEHALF.

Q. WAS MR. GRAVELYN FULLY AUTHORIZED TO SIGN THAT DOCUMENT?

A. YES.

(DEFENDANTS' EXHIBIT NO. 11 WAS MARKED FOR IDENTIFICATION.)

Q. THIS IS A PETITION FOR PROBATING THE WILL OF YOUR FATHER'S ESTATE. I AM GOING TO SHOW YOU THE LAST PAGE FIRST. DO YOU RECOGNIZE THAT SIGNATURE?

A. CATHERINE KENNEDY OR---

Q. MS. LEE.

A. GINA LEE, YES.

Q. SHE'S ATTESTING EVERYTHING IN THIS DOCUMENT SHE SIGNED IS TRUE. CAN YOU TELL ME, AND TAKE YOUR TIME, IS THERE ANYTHING IN THAT DOCUMENT AT ALL THAT YOU CONTEND MS. LEE FALSELY MISLED THE COURT, OR YOU?

A. I SEE NOTHING WRONG WITH THE DOCUMENT.

Q. SO THERE'S NOTHING IN THAT DOCUMENT WHERE SHE FALSELY MISLED ANYONE ACCORDING TO THE INFORMATION THAT YOU HAVE?

MR. TRUSLOW: OBJECTION TO THE FORM OF THE QUESTION.

A. NOT BEING A LAWYER, I DON'T KNOW ANYTHING ABOUT

A. CAN YOU REPEAT THE QUESTION?

Q. YES. I APPRECIATE YOU ASKING THAT. IS THERE ANYTHING IN THOSE DOCUMENTS THAT YOU BELIEVE TO BE FALSE?

A. NOT THAT I CAN SEE.

(DEFENDANTS' EXHIBIT NO. 13 WAS MARKED FOR IDENTIFICATION.)

Q. THIS IS A WAIVER FILED BY MRS. LEE IN THE PROBATE COURT. DO YOU RECOGNIZE THAT SIGNATURE?

A. GINA'S SIGNATURE.

Q. IS THERE ANYTHING IN THAT DOCUMENT THAT YOU BELIEVE TO BE FALSE?

A. NO. NOT THAT I CAN SEE.

(DEFENDANTS' EXHIBIT NO. 14 WAS MARKED FOR IDENTIFICATION.)

Q. THIS IS DEFENDANTS' EXHIBIT 14, RICHLAND COUNTY PROBATE COURT, IT'S A RECEIPT AND RELEASE. DO YOU RECOGNIZE THAT SIGNATURE?

A. GINA'S.

Q. IS THERE ANYTHING IN THAT DOCUMENT YOU BELIEVE TO BE FALSE?

A. NOT THAT I CAN SEE, NO.

Q. DO YOU KNOW OF ANY FALSE STATEMENTS THAT MRS. LEE HAS MADE TO YOU IN REGARD TO THE PROPERTY ON TWO NOTCH ROAD IN THIS LITIGATION?

A. NO. NONE WHATSOEVER.

A. BACK AND FORTH. I HAVE JUST GOT BACK FROM AUSTRALIA JUST A FEW MONTHS AGO, THREE OR FOUR MONTHS AGO. I HAVE GONE QUITE OFTEN.

Q. SINCE 1992, HOW MANY TIMES HAVE YOU RETURNED FROM YOUR EXTENSIVE TRAVELS IN EUROPE?

A. I COULDN'T GIVE YOU AN EXACT NUMBER, BUT IT'S PROBABLY ABOUT CLOSE TO TEN TIMES.

Q. ONCE A YEAR, TWICE A YEAR?

A. FROM '96? NO. I COULDN'T COME BACK INTO THE COUNTRY UNTIL ABOUT FOUR YEARS AGO, SO I HAVE BEEN BACK ABOUT TEN TIMES SINCE THEN LEAVING AND COMING BACK.

Q. DURING THE TIMES YOU CAME BACK, HAVE YOU TAKEN ANY INTEREST IN THE PROPERTY AT TWO NOTCH ROAD?

A. WELL, WHEN I WAS NOTIFIED ABOUT THIS HIGHWAY DEPARTMENT SITUATION, AND SOMETHING HAD TO BE SETTLED ON IT, AND I WAS IN AUSTRALIA. I HAD NO WAY OF HANDLING ANY OF THAT, AND I JUST TOLD JOE TO TAKE THAT AND JUST TAKE IT OVER TO JAMES L. MANN'S OFFICE AND GIVE IT TO JIMMY MANN AND LET THEM HANDLE IT, BECAUSE I DIDN'T KNOW. THERE WAS NO WAY I COULD HANDLE ANYTHING.

Q. SO YOU FIRST BECAME AWARE THAT -- WELL, YOU TELL ME WHAT DID YOU BECOME AWARE SOMETHING NEEDED TO BE HANDLED BY MR. MANN?

A. IT WAS SOMETHING TO DO WITH THE SIDEWALK OR EASEMENT ON THE PLACE THAT THEY HAD TO HAVE -- A DECISION

HAD TO BE MADE OR SOMETHING. THEY WANTED TO FIX THE PLACE UP OR PUT A SIDEWALK IN OR SOME DEAL, AND I MEAN I WASN'T IN ANY POSITION, I WAS GONE, SO NOTHING I COULD DO, AND I SAID JUST TAKE IT TO JIMMY MANN AND GIVE IT TO HIM AND LET HIM HANDLE IT.

Q. SO IN OTHER WORDS, YOU DIDN'T KNOW ANYTHING ABOUT IT AT ALL?

A. ONLY THAT THEY WERE GOING TO PAY FOR THE PROPERTY THEY WANTED TO TAKE TO PUT THE SIDEWALK DOWN.

Q. YOU OPERATED ENTIRELY THROUGH YOUR POWER OF ATTORNEY?

A. YES. WELL I MEAN, YES, AND I GAVE IT TO JIMMY MANN TOO, FOR THE LEGAL THING, AND THAT IS WHY I TOLD JOE TO TAKE IT AND JUST GIVE IT TO JIMMY.

Q. AND YOU KNOW OF ABSOLUTELY NOTHING THAT MRS. LEE HAS DONE THAT HAS BEEN INAPPROPRIATE OR ILLEGAL?

MR. TRUSLOW: OBJECTION TO THE FORM OF THE QUESTION.

A. YOU KNOW, SHE'S MY SISTER. I DON'T THINK SHE WOULD DO ANYTHING LIKE THAT.

Q. DO YOU HAVE ANYTHING TO INDICATE THAT SHE WOULD?

A. NO.

Q. DO YOU AGREE THAT SINCE THIS DEED OF DISTRIBUTION WAS ISSUED BY THE PROBATE COURT AS TO THE TWO NOTCH PROPERTY THAT MRS. LEE HAS BEEN HANDLING THE PROPERTY

QUESTION.

A. YOU KNOW, SHE WAS HANDLING EVERYTHING TO DO WITH THE PROPERTY AND I WAS GONE AND I DON'T KNOW WHAT ELSE I CAN SAY ABOUT THAT. I HAD FULL TRUST IN HER HANDLING EVERYTHING. SHE HAD TAKEN CARE OF THE PROBATE. SHE DID EVERYTHING SHE HAD TO DO.

Q. DO YOU CLAIM THAT YOU HAVE BEEN MISLED IN ANY PARTICULAR WAY BY MRS. LEE?

A. NO.

Q. DO YOU BLAME ANYONE FOR THE CURRENT SITUATION CONCERNING THE STATE OF THE TWO NOTCH PROPERTY?

A. WELL, I THINK THAT THE TITLE SEARCH PEOPLE CERTAINLY SHOULD HAVE, WELL, IF THEY WERE DOING THEIR JOB THEY WOULD HAVE SEEN EVERYTHING HOW IT WAS, AND I MEAN THAT IS BASICALLY ALL I CAN SAY ABOUT THAT. YES, I WOULD BLAME THEM.

MR. MEGNA: I HAVE NO FURTHER QUESTIONS. THANK YOU.

EXAMINATION

BY MR. TRUSLOW:

Q. QUESTIONS WERE BEING ASKED TO YOU ABOUT THESE DOCUMENTS, THESE EXHIBITS THAT HAVE BEEN PRESENTED. YOU'RE NOT A LAWYER, ARE YOU?

A. NO.

Q. IT'S KIND OF DIFFICULT TO READ SOME OF THESE,

EXHIBIT 14

SCDOT R/W Form 815 (06-01)

Ex. E-3

COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) C/A NO.
COUNTY OF RICHLAND)

Road/Route	**US Route 1**
File	**40.623A**
Item	
Project	**BST-C0MB (013)**
PIN	**22871**

2002 DEC 16 P1:27

South Carolina Department of Transportation,

Condemnor,

VS.

Willis S. Goodwin and James A. Anasti,

Landowner(s),

and

Lance Wilson, Contract Purchaser, and Gina L. Anasti Lee, Mortgagee,

Other Condemnee(s).

CONDEMNATION NOTICE AND TENDER OF PAYMENT

(JURY TRIAL DEMANDED)

TO: THE LANDOWNER(S) AND OTHER CONDEMNEE(S) ABOVE NAMED:

COPY TO: JOSEPH W. GRAVELYN, ATTORNEY IN FACT FOR JAMES A. ANASTI, 1043 WANDO STREET, COLUMBIA, SC 29205

Pursuant to the South Carolina Eminent Domain Procedure Act, Section 28-2-10, et seq., Code of Laws of South Carolina, 1976, as amended, you are hereby notified as follows:

1. The South Carolina Department of Transportation (SCDOT) is the Condemnor herein and seeks to acquire the real property described herein for public purposes.

2. **Willis S. Goodwin** is named as Landowner(s) in this action by virtue of his claim(s) of title (or other interests) as shown by that certain **Deed from Gina L. Anasti Lee dated**

January 6, 2000 and recorded January 7, 2000 in Deed Book 375 at Page 223 in the records for Richland County.

3. **James A. Anasti is named as Landowner(s) in this action by virtue of his claim(s) of title (or other interests) as shown by that certain deed from Laura Corvi dated November 17, 1978 and recorded November 17, 1978 in Deed Book D482 at Page 756 in the records for Richland County.**

4. **Lance Wilson is made a party to this action as "Other Condemnee" by virtue of his claim(s) of title (or other interest) in that certain Installment Sale Contract by and between Willis S. Goodwin and Lance Wilson recorded January 12, 2000 in Book 376 at Page 1268 in the records for Richland County.**

5. **Gina L. Anasti Lee is made a party to this action as "Other Condemnee" by virtue of her claim(s) of title (or other interest) in that certain Mortagage recorded in Record Book 375 at Page 226 in the records for Richland County.**

6. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor:

> **All that certain parcel or strip of land, in fee simple, with improvements thereon, if any, containing 885 square feet of land, owned by Willis S. Goodwin and James A. Anasti, shown as "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof.**
>
> **Tax Map Number 11510-03-03**

7. The SCDOT is vested with the power of eminent domain pursuant to Section 57-5-320 and Section 28-2-60, Code of Laws of South Carolina, 1976, as amended.

8. The property sought herein is to be acquired for public purposes, more particularly for the construction of a section of US Route 1 (Two Notch Road), from Forest Drive/Taylor Street to Beltline Boulevard.

9. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.

10. The SCDOT has complied with the requirements set forth in Section 28-2-70(a), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner(s) where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this

action, or pursuant to Section 12-27-405, Code of Laws of South Carolina, 1976, as amended, an appraisal of this property was not required.

11. Project plans may be inspected at the office of **South Carolina Department of Transportation, Richland County Maintenance Office, 7201 Fairfield Road, Columbia, South Carolina 29203,** under **File 40.623A, Project BST-COMB (013), Tract 59PCR.**

12. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER, **INCLUDING ALL DAMAGES** TO BE THE SUM OF **FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($5,400.00)** AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).

13. Payment of this amount will be made to the Landowner(s) if within thirty (30) days of service of this Condemnation Notice, the Landowner(s) in writing requests payment, and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class certified mail with return receipt requested or delivered in person to Oscar K. Rucker, Director, Rights of Way, South Carolina Department of Transportation, 955 Park Street, Columbia, South Carolina 29202. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

14. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner(s) and Other Condemnee(s) notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

15. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY DAYS OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER(S) WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

16. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify

the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner(s). That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner(s) has the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner(s) written notice by mail of the call of the case for trial.

17. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER(S) IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

18. In the event the Landowner(s) accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

CLIFFORD O. KOON, JR., SC BAR #3599
B. MICHAEL BRACKETT, SC BAR #838
PAUL D. DE HOLCZER, SC BAR #6905
Moses Koon & Brackett, PC
1136 Washington Street, Third Floor
Post Office Box 100261
Columbia, South Carolina 29202-3261
(803) 461-2300 / (803) 461-2309 Fax

Attorneys for Condemnor

Columbia, South Carolina

Dec. 16, 2002

EXHIBIT 15

Form 194BNC (Revised 03/06/2013)

United States Bankruptcy Court – District of South Carolina
J. Bratton Davis United States
Bankruptcy Courthouse
1100 Laurel Street
Columbia, SC 29201-2423

Case Number: 09-02854-jw Chapter: 13

In re: *(Debtor(s) name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address)*

Gina Anasti Lee
aka Gina A. Lee, aka Gina Lee, aka Gina Louise Lee
PO Box 655
Blythewood, SC 29016

Last four digits of Social Security or other Individual Taxpayer No(s)(if any): xxx-xx-6811

Entered By The Court
9/13/13

Discharge of Debtor After Completion of Chapter 13 Plan

Filed By The Court
9/13/13
Laura A. Austin
Clerk of Court
US Bankruptcy Court

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:**

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

Columbia, South Carolina
September 13, 2013
Document 135

John E. Waites
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 13 CASE

This court order grants a discharge to the person named as the debtor after the debtor has completed all payments under the chapter 13 plan. It is not a dismissal of the case.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a discharged debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:]* [There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the discharged debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The Chapter 13 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt is provided for by the chapter 13 plan or is disallowed by the court pursuant to section 502 of the Bankruptcy Code.

Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 13 bankruptcy case are:

a. Domestic support obligations;
b. Debts for most student loans;
c. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
d. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
e. Debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual (in a case filed on or after October 17, 2005);
f. Debts provided for under section 1322(b)(5) of the Bankruptcy Code and on which the last payment is due after the date on which the final payment under the plan was due;
g. Debts for certain consumer purchases made after the bankruptcy case was filed if prior approval by the trustee of the debtor's incurring the debt was practicable but was not obtained;
h. Debts for certain taxes to the extent not paid in full under the plan (in a case filed on or after October 17, 2005) and;
i. Some debts which were not properly listed by the debtor (in a case filed on or after October 17, 2005).

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

EXHIBIT 16

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of South Carolina

In re **Gina Anasti Lee**, Debtor

Case No. **09-02854**

Chapter **7**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	6	179,450.00		
B - Personal Property	Yes	4	5,429.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		29,858.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		2,250.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	8		82,290.41	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			2,242.67
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,174.34
Total Number of Sheets of ALL Schedules		27			
		Total Assets	184,879.00		
			Total Liabilities	114,398.41	

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United States Bankruptcy Court
District of South Carolina

In re **Gina Anasti Lee** Debtor(s)

Case No. _____

Chapter **7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	0.00
Prior to the filing of this statement I have received	$	0.00
Balance Due	$	0.00

2. $ **299.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

   ■ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

   ■ Debtor ☐ Other (specify):

5. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

   ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

   a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
   b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
   c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
   d. [Other provisions as needed]

   Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

   Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **April 15, 2009**

/s/ Benjamin R. Matthews
Benjamin R. Matthews 3332
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203
803-799-1700 Fax: 803-254-3578
matthewsandmegna@gmail.com

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Best Case Bankruptcy

LOCAL OFFICIAL FORM 1002-1 TO SC LBR 1002-1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

NOTICE TO INDIVIDUAL CONSUMER DEBTOR

The purpose of this notice is to acquaint you with the four chapters of the United States Bankruptcy Code (Code) under which you may file a bankruptcy petition. The bankruptcy law is complicated and not easily described. Therefore, you should seek the advice of an attorney to learn of your rights and responsibilities under the law should you decide to file a petition with the court. Neither the judges nor the court's employees may provide you with legal advice.

Chapter 7: Liquidation ($245 filing fee and $39 administrative fee and $15 trustee surcharge fee = $299 total fee)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Under chapter 7, a trustee takes possession of all your property. You may claim certain of your property as exempt under governing federal and state law. The trustee then liquidates the property and uses the proceeds to pay your creditors according to priorities set by the Code.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Code, your discharge may be denied by the court, and the purpose for which you filed the bankruptcy petition will be defeated. Even if you receive a discharge, there are some debts that are not discharged under the law. Therefore, you may still be responsible for such debts including, but not limited to, certain taxes and student loans, alimony and child support, criminal restitution, and debts for death or personal injury caused by driving while intoxicated from alcohol or drugs.

Under certain circumstances you may keep property that you have purchased subject to valid security interest. Your attorney can explain the options that are available to you.

Chapter 11: Reorganization ($1000 filing fee and $39 administrative fee = $1039 total fee)

Chapter 11 is designed primarily for the reorganization of a business but is also available to consumer debtors. Its provisions are complex and any decision to file a chapter 11 petition should be made in consultation with an attorney.

Chapter 12: Family Farmer ($200 filing fee and $39 administrative fee = $239 total fee)

Chapter 12 is designed to permit family farmers to repay their debts over a period of time from future earnings and is in many ways similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family owned farm.

Chapter 13: Repayment of All or Part of the Debts of an Individual ($235 filing fee and $39 administrative fee = $274 total fee)

Chapter 13 is designed for individuals with regular income who are temporarily unable to pay their debts but would like to pay them in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Code.

Under chapter 13, you must file a plan with the court to repay your creditors all or part of the money that you owe them, using future earnings. Usually, the period allowed by the court to repay debts is three years, but not more than five years. Your plan must be approved by the court before it can take effect. Under chapter 13, unlike chapter 7, you may keep your property, both exempt and nonexempt, as long as you continue to make payments according to the plan.

After completion of payments under your plan, your debts are discharged except alimony and support payments, student loans, certain debts including criminal fines and restitution and debts for death or personal injury caused by driving while intoxicated from alcohol or drugs, and long term secured obligations.

ACKNOWLEDGEMENT

CASE NO **09-02854**

I hereby certify that I have read this notice.

Date: **April 22, 2009**

Gina Anasti Lee

/s/ Gina Anasti Lee

Debtor

Joint Debtor (if applicable)

INSTRUCTIONS: If the debtor is an individual, a copy of this notice personally signed by the debtor must accompany any bankruptcy petition filed with the clerk. If filed by joint debtors, the notice must be personally signed by each.

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Best Case Bankruptcy

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b) OF THE BANKRUPTCY CODE

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The Clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation ($245 filing fee, $39 administrative fee, $15 trustee surcharge: Total Fee $299)

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income ($235 filing fee, $39 administrative fee: Total fee $274)

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments

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I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date **April 22, 2009**

Signature **/s/ Gina Anasti Lee**
Gina Anasti Lee
Debtor

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over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization ($1000 filing fee, $39 administrative fee: Total fee $1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman ($200 filing fee, $39 administrative fee: Total fee $239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

Certificate of Attorney

I hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Benjamin R. Matthews 3332	X **/s/ Benjamin R. Matthews**	**April 22, 2009**
Printed Name of Attorney	Signature of Attorney	Date

Address:
3400 West Avenue
Columbia, SC 29203
803-799-1700
matthewsandmegna@gmail.com

Certificate of Debtor

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Gina Anasti Lee	X **/s/ Gina Anasti Lee**	**April 22, 2009**
Printed Name(s) of Debtor(s)	Signature of Debtor	Date
Case No. (if known) **09-02854**	X	
	Signature of Joint Debtor (if any)	Date

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Best Case Bankruptcy

B8 (Form 8) (12/08)

United States Bankruptcy Court
District of South Carolina

In re **Gina Anasti Lee** Debtor(s)

Case No. **09-02854**

Chapter **7**

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: **First Citizens**	**Describe Property Securing Debt:** **Land located at 100 Rimer Pond Road, Blythewood, SC** **TMS# R15100-07-01** **with 1993 Skyline Mobile Home** **TMS# M90010-99-18**

Property will be (check one):

☐ Surrendered ■ Retained

If retaining the property, I intend to (check at least one):

☐ Redeem the property

☐ Reaffirm the debt

■ Other. Explain **Continue To Make Monthly Payment** (for example, avoid lien using 11 U.S.C. § 522(f)).

Property is (check one):

■ Claimed as Exempt ☐ Not claimed as exempt

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: **-NONE-**	**Describe Leased Property:**	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): ☐ YES ☐ NO

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United States Bankruptcy Court
District of South Carolina

In re **Gina Anasti Lee** Debtor(s)

Case No. **09-02854**

Chapter **7**

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	$	0.00
Prior to the filing of this statement I have received	$	0.00
Balance Due	$	0.00

2. $ **299.00** of the filing fee has been paid.

3. The source of the compensation paid to me was:

   ■ Debtor ☐ Other (specify):

4. The source of compensation to be paid to me is:

   ■ Debtor ☐ Other (specify):

5. ■ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

   ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

   a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
   b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
   c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
   d. [Other provisions as needed]

   Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

   Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **April 22, 2009**

/s/ Benjamin R. Matthews
Benjamin R. Matthews 3332
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203
803-799-1700 Fax: 803-254-3578
matthewsandmegna@gmail.com

Form 6 - Statistical Summary (12/07)

United States Bankruptcy Court
District of South Carolina

In re Gina Anasti Lee
Debtor

Case No. 09-02854

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C.§ 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	2,250.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	2,250.00

State the following:

Average Income (from Schedule I, Line 16)	2,242.67
Average Expenses (from Schedule J, Line 18)	2,174.34
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	1,392.17

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		7,758.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	2,250.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		82,290.41
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		90,048.41

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1.	Cash on hand		**Cash**	-	**50.00**
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		**Checking Account First Citizens Bank - Checking Account Number: 3193609**	-	**250.00**
			Checking Account First Citizens - Account Number: 08318 8996909 (Account used for work)	-	**129.00**
3.	Security deposits with public utilities, telephone companies, landlords, and others.	X			
4.	Household goods and furnishings, including audio, video, and computer equipment.		**Miscellaneous Household Furnishings and Goods**	-	**1,000.00**
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6.	Wearing apparel.		**Clothing**	-	**1,000.00**
7.	Furs and jewelry.		**Jewelry Miscellaneous costume jewelry Wedding Band and 3/4 carat engagement ring set in white gold - husband purchased approximately 33 years ago and paid $500.00**	-	**1,000.00**
8.	Firearms and sports, photographic, and other hobby equipment.	X			
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10.	Annuities. Itemize and name each issuer.	X			

Sub-Total > **3,429.00**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

Sub-Total > **0.00**
(Total of this page)

Sheet **1** of **3** continuation sheets attached to the Schedule of Personal Property

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In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.		1 blow dryer 3 curling irons 1 flat iron 3 hair clippers miscellaneous scissors, razors, shears miscellaneous brushes and combs perm rods, perm papers, perm solutions foiling caps and picks miscellaneous hair colors and perm solutions	-	1,500.00
30. Inventory.		Paul Mitchell Inventory: (PAID $250.00) 10 bottles of shampoo 10 bottles of conditioner Miscellaneous styling products Redken Inventory: (PAID $250.00) 10 bottle of shampoo 10 bottles of conditioner 6 cans of hair spray Miscellaneous styling products	-	500.00
31. Animals.	X			
			Sub-Total > (Total of this page)	2,000.00

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	NONE	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > (Total of this page)	**0.00**
Total >	**5,429.00**

Sheet **3** of **3** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

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B6C (Official Form 6C) (12/07)

In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)
☐ 11 U.S.C. §522(b)(2)
■ 11 U.S.C. §522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds $136,875.

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
2325 Two Notch Road Columbia, SC 29202 Property the subject of litigation now pending in the SC Court of Appeals. The title was determined adversley to the Debtor in the Lower Court proceedings, and the matter is now on Appeal.	S.C. Code Ann. § 15-41-30(A)(7)	4,650.00	167,000.00
Household Goods and Furnishings			
Miscellaneous Household Furnishings and Goods	S.C. Code Ann. § 15-41-30(A)(3)	1,000.00	2,000.00
Wearing Apparel			
Clothing	S.C. Code Ann. § 15-41-30(A)(3)	1,000.00	1,000.00
s and Jewelry			
Jewelry Miscellaneous costume jewelry Wedding Band and 3/4 carat engagement ring set in white gold - husband purchased approximately 33 years ago and paid $500.00	S.C. Code Ann. § 15-41-30(A)(4)	1,000.00	1,000.00
Machinery, Fixtures, Equipment and Supplies Used in Business			
1 blow dryer 3 curling irons 1 flat iron 3 hair clippers miscellaneous scissors, razors, shears miscellaneous brushes and combs perm rods, perm papers, perm solutions foiling caps and picks miscellaneous hair colors and perm solutions	S.C. Code Ann. § 15-41-30(A)(6)	1,500.00	1,500.00
Inventory			
Paul Mitchell Inventory: (PAID $250.00) 10 bottles of shampoo 10 bottles of conditioner Miscellaneous styling products Redken Inventory: (PAID $250.00) 10 bottle of shampoo 10 bottles of conditioner 6 cans of hair spray Miscellaneous styling products	S.C. Code Ann. § 15-41-30(A)(7)	500.00	500.00
Total:		9,650.00	173,000.00

0 continuation sheets attached to Schedule of Property Claimed as Exempt

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B6D (Official Form 6D) (12/07)

In re **Gina Anasti Lee**, Debtor

Case No. **09-02854**

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. **xxxxx1330** **First Citizens** **P O Box 29** **Columbia, SC 29202**	X	-	**Opened 8/07/02** **Land located at 100 Rimer Pond Road, Blythewood, SC** **TMS# R15100-07-01** **with 1993 Skyline Mobile Home** **TMS# M90010-99-18** Value $ **22,100.00**				**29,858.00**	**7,758.00**
Account No. Value $								
Account No. Value $								
Account No. Value $								
0 continuation sheets attached			Subtotal (Total of this page)				**29,858.00**	**7,758.00**
			Total (Report on Summary of Schedules)				**29,858.00**	**7,758.00**

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B6E (Official Form 6E) (12/07)

In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $10,950* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $5,400* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to $2,425* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

■ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amounts are subject to adjustment on April 1, 2010, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

1 continuation sheets attached

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B6E (Official Form 6E) (12/07) - Cont.

In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Taxes and Certain Other Debts Owed to Governmental Units

TYPE OF PRIORITY

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY / AMOUNT ENTITLED TO PRIORITY
Account No. **Internal Revenue Service Centralized Insolvency Operation PO Box 21126 Philadelphia, PA 19114**	X	J	**Tax Year 2008**				**2,250.00**	**0.00 2,250.00**
Account No. **Richland County Treasurer PO Box 11947 Columbia, SC 29211**		-	**NOTICE ONLY**				**0.00**	**0.00 0.00**
Account No. **SC Dept, of Revenue and Taxation PO Box 12265 Columbia, SC 29211**		-	**NOTICE ONLY**				**0.00**	**0.00 0.00**
Account No. **SC Employment Security Commission PO Box 995 Columbia, SC 29202**		-	**NOTICE ONLY**				**0.00**	**0.00 0.00**
Account No.								
Sheet **1** of **1** continuation sheets attached to Schedule of Creditors Holding Unsecured Priority Claims			Subtotal (Total of this page)				**2,250.00**	**0.00 2,250.00**
			Total (Report on Summary of Schedules)				**2,250.00**	**0.00 2,250.00**

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **Anesthesiologist of Columbia Box 60314 Charlotte, NC 28260-0314**		-	**2007 MEDICAL BILL**				**1,014.00**
Account No. **5228** **Bk Of Amer 4060 Ogletown/Stan Newark, DE 19713**		-	**Opened 4/18/03 Last Active 2/13/08 CreditCard**				**13,246.00**
Account No. **5606** **Bk Of Amer 4060 Ogletown/Stan Newark, DE 19713**		-	**Opened 2/07/03 Last Active 2/13/08 CreditCard**				**13,129.00**
Account No. **xxxx-xxxx-xxxx-1839** **Capital One PO Box 30285 Salt Lake City, UT 84130**		-	**Credit Card**				**2,474.51**
____ continuation sheets attached						Subtotal (Total of this page)	**29,863.51**

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In re Gina Anasti Lee Case No. 09-02854

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx0301 Citifinancia PO Box 499 Hanover, MD 21076		-	Opened 7/19/04 Unsecured				1,386.00
Account No. Dallis Law Firm Curtis W. Dowling, Esquire Box 8448 Columbia, SC 29202		-	NOTICE ONLY				Unknown
Account No. HLTHMPNxxxxxx8320 Desgn Receiveables 1 Centerpointe Drive La Palma, CA 90623		-	Opened 3/10/08 Collection for Medical Bill - Capitol Er G				197.00
Account No. xxxx7199 Fac/Nab 480 James Robertsn Nashville, TN 37219		-	9/05/07 Medical Collection for Critical Health				911.00
Account No. xxxxxxxx0266 Fingerhut 6250 Ridgewood Roa Saint Cloud, MN 56303		-	Opened 11/07/03 ChargeAccount				1,541.00
no. 1 of 7 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			Subtotal (Total of this page)				4,035.00

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **xxx7998** **First Credit** **3250 W Market** **Akron, OH 44333**		-	**Opened 10/28/08** **Medical Collection for Providence Hospital**				**750.00**
Account No. **xxxxxxxx3077** **Gemb - Kirklands** **Box 981400** **aso, TX 79998**		-	**Opened 4/26/06** **Credit Card**				**78.00**
Account No. **xxxxxxxx1006** **Gemb - Lowes** **Po Box 981400** **El Paso, TX 79998**		-	**Opened 2/24/99** **Credit Card**				**2,341.00**
Account No. **xxxxxxxxxxxx5013** **Home Depot Credit Services** **PO Box 689100** **Des Moines, IA 50368**		-	**Credit Card**				**900.10**
Account No. **xx2082** **Inmed Diagnostic Services of SC, LLC** **75 Remittance Dr., Suite 6607 6607** **Chicago, IL 60675-6607**		-	**MEDICAL BILL**				**498.57**
: no. **2** of **7** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	**4,567.67**

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In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **James Anasti** **c/o Douglas Truslow, Esquire** **PO Box 1465** **Columbia, SC 29202**		-			X		**Unknown**
Account No. **James Donahue, DMD** **Office Park Court** **umbia, SC 29223**		-	**MEDICAL BILL - Dental Bill**				**2,006.00**
Account No. **Kxxxxxxx6537** **Kershaw County Medical Center** **PO Box 7003** **Camden, SC 29020**		-	**2003** **MEDICAL BILL**				**1,083.46**
Account No. **xxxx0426** **LabCorp** **P. O. Box 2240** **Burlington, NC 27216-2240**		-	**2008** **MEDICAL BILL**				**106.00**
Account No. **Hxxxx3360** **Medical Collection Services of LMC** **PO Box 100274** **Columbia, SC 29202-3274**		-	**2007** **MEDICAL BILL**				**1,553.70**

Sheet no. 3 of 7 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims — Subtotal (Total of this page) **4,749.16**

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In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. Mr. Lance Wilson 301 Barney Lane Columbia, SC 29223		-	Arbitration Award Dated August 15, 2008 and filed with the Richland County Court of Common Pleas on August 18, 2008 (Motion to Alter or Amend Pending)				Unknown
Account No. Mr. Willis Goodwin Windsor Shore Drive, Apt. 16-A umbia, SC 29223		-	Arbitration Award Dated August 15, 2008 and filed with the Richland County Court of Common Pleas on August 18, 2008 (Motion to Alter or Amend Pending)				Unknown
Account No. xxxx6047 Nco Fin/51 PO Box 13574 Philadelphia, PA 19101		-	6/01/07 Medical Collection for Palmetto Baptist Hospital Systems				12,071.00
Account No. xxxx6048 Nco Fin/51 Pob 13574 Philadelphia, PA 19101		-	Opened 9/15/08 Medical Collection for Palmetto Baptist Hospital Systems				744.00
Account No. Rxxxxxx0608 Palmetto Health Richland c/o Payment Processing PO Box 402111 Atlanta, GA 30384-2111		-	03/13/2008 MEDICAL BILL				15,029.07
et no. 4 of 7 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	27,844.07

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In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. **x1601** **Palmetto OBGYN Associates** **PO box 100408** **Atlanta, GA 30384**		-	**06/21/2007** **MEDICAL BILL**				**1,251.00**
Account No. **Pathology Associates of Lexington** **0 Sunset Blvd** **Columbia, SC 29169**		-	**MEDICAL BILL**				**565.00**
Account No. **xxx2796** **Rec Management Corporation** **1601 Shop Rd** **Columbia, SC 29201**		-	**11/06/08** **Medical Collection for Surgical Associates**				**2,440.00**
Account No. **xxxxxx xxx6107** **Receivable Solutions, Inc.** **PO Box 6678** **Columbia, SC 29260**		-	**2007** **MEDICAL BILL**				**355.00**
Account No. **xx8864** **SC Endoscopy, NE** **131 Summerplace Drive** **West Columbia, SC 29169**		-	**2006** **MEDICAL BILL**				**1,900.00**

no. **5** of **7** sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page) **6,511.00**

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In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxx1368 SCA Collection 300 E Arlington Bd Greenville, NC 27858		-	Opened 9/07/07 Last Active 6/09/08 Collection Med1 02 Professional Pathology				230.00
Account No. xxx9170 SCA Collections E Arlington Blvd nville, NC 27858		-	MEDICAL BILL				390.00
Account No. xxxx-xxxx-xxxx-7770 Sears P O Box 6283 Sioux Falls, SD 57117-6283		-	2000 Credit Card				250.00
Account No. 2471 Sears P O Box 6283 Sioux Falls, SD 57117-6283		-	2001 Credit Card				350.00
Account No. Nxxxxx0735 Spectrum Laboratory Network P O Box 35907 Greensboro, NC 27425-5907		-	2007 MEDICAL BILL				1,064.00
t no. 6 of 7 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)	2,284.00

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Best Case Bankruptcy

In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxx2626 Thd/Cbsd PO Box 6497 Sioux Falls, SD 57117		-	Opened 7/25/07 Credit Card				1,000.00
Account No. The Honorable Thomas Cooper . Brooks Street .ning, SC 29102		-	Arbitration Fee				Unknown
Account No. xxxxxxxxxxxx6079 Wfnnb - /Victoria's Secret Po Box 182128 Columbus, OH 43218		-	3/19/03 Credit Card				1,041.00
Account No. xx2141 Wfnnb - Goodys Po Box 2987 Shawnee Missio, KS 66201		-	Opened 1/10/07 Last Active 3/13/09 Credit Card				395.00
Account No.							

.t no. 7 of 7 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal (Total of this page) 2,436.00

Total (Report on Summary of Schedules) 82,290.41

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B6G (Official Form 6G) (12/07)

In re **Gina Anasti Lee** Case No. **09-02854**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Christian Discount Debt Solutions (GCS) 1645 Palm Beach Lake Blvd, Ste 490 West Palm Beach, FL 33401	**Debt reorganization. REJECT CONTRACT**

0 continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

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B6H (Official Form 6H) (12/07)

In re Gina Anasti Lee, Debtor

Case No. 09-02854

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Pete Lee PO Box 655 Blythewood, SC 29016 Husband of Debtor	First Citizens P O Box 29 Columbia, SC 29202
Pete Lee PO Box 655 Blythewood, SC 29016	Internal Revenue Service Centralized Insolvency Operation PO Box 21126 Philadelphia, PA 19114

0 continuation sheets attached to Schedule of Codebtors

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B6I (Official Form 6I) (12/07)

In re **Gina Anasti Lee** Case No. **09-02854**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S):	AGE(S):
Married	**None.**	

Employment:	DEBTOR	SPOUSE
Occupation	**Cosmetologist**	**Roofer**
Name of Employer	**Self Employed**	**Self Employed**
How long employed	**17 years**	
Address of Employer	**Cuttin Loose Hair Salon 429 Main Street Blythewood, SC 29016**	

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	$ 0.00	$ N/A
2. Estimate monthly overtime	$ 0.00	$ N/A
3. SUBTOTAL	$ 0.00	$ N/A
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	$ 0.00	$ N/A
b. Insurance	$ 0.00	$ N/A
c. Union dues	$ 0.00	$ N/A
d. Other (Specify): _____	$ 0.00	$ N/A
_____	$ 0.00	$ N/A
5. SUBTOTAL OF PAYROLL DEDUCTIONS	$ 0.00	$ N/A
6. TOTAL NET MONTHLY TAKE HOME PAY	$ 0.00	$ N/A
7. Regular income from operation of business or profession or farm (Attach detailed statement)	$ 2,242.67	$ N/A
8. Income from real property	$ 0.00	$ N/A
9. Interest and dividends	$ 0.00	$ N/A
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	$ 0.00	$ N/A
11. Social security or government assistance		
(Specify): _____	$ 0.00	$ N/A
_____	$ 0.00	$ N/A
12. Pension or retirement income	$ 0.00	$ N/A
13. Other monthly income		
(Specify): _____	$ 0.00	$ N/A
_____	$ 0.00	$ N/A
14. SUBTOTAL OF LINES 7 THROUGH 13	$ 2,242.67	$ N/A
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	$ 2,242.67	$ N/A
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	$ 2,242.67	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Debtor anticipates a decrease in income due to decline in health and to economy. Debtor is unable to work as many hours as she did in the past due to her medical conditions.

B6J (Official Form 6J) (12/07)

In re Gina Anasti Lee Case No. 09-02854
Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)			$ 0.00
a. Are real estate taxes included?	Yes ___	No X	
b. Is property insurance included?	Yes ___	No X	
2. Utilities: a. Electricity and heating fuel			$ 0.00
b. Water and sewer			$ 0.00
c. Telephone			$ 0.00
d. Other See Detailed Expense Attachment			$ 80.00
3. Home maintenance (repairs and upkeep)			$ 25.00
4. Food			$ 425.00
5. Clothing			$ 60.00
6. Laundry and dry cleaning			$ 40.00
7. Medical and dental expenses			$ 50.00
8. Transportation (not including car payments)			$ 220.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.			$ 25.00
10. Charitable contributions			$ 25.00
11. Insurance (not deducted from wages or included in home mortgage payments)			
a. Homeowner's or renter's			$ 0.00
b. Life			$ 135.00
c. Health			$ 0.00
d. Auto			$ 0.00
e. Other			$ 0.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) See Detailed Expense Attachment			$ 140.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)			
a. Auto			$ 0.00
b. Other			$ 0.00
c. Other			$ 0.00
14. Alimony, maintenance, and support paid to others			$ 0.00
15. Payments for support of additional dependents not living at your home			$ 0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)			$ 0.00
17. Other See Detailed Expense Attachment			$ 949.34
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)			$ 2,174.34

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

Debtor and husband do not combine income. Husband pays the mortgage, utility bills, and automobile payment. Debtor is responsible for her cell phone, family groceries, her life insurance and her expenses associated with the hair salon.

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	$	2,242.67
b. Average monthly expenses from Line 18 above	$	2,174.34
c. Monthly net income (a. minus b.)	$	68.33

B6J (Official Form 6J) (12/07)

In re Gina Anasti Lee Case No. 09-02854

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Detailed Expense Attachment

Other Utility Expenditures:

Cell Phone	$	70.00
Water Bill at Shop	$	10.00
Total Other Utility Expenditures	$	80.00

Specific Tax Expenditures:

Retail Sales Tax	$	15.00
Quarterly Taxes	$	125.00
Total Tax Expenditures	$	140.00

Other Expenditures:

Booth Rental at Cuttin' Loose	$	500.00
Payments for Licenses and Continuing Ed	$	14.09
Supplies for Business (products used on customers)	$	300.00
Retail Inventory	$	40.00
Advertising	$	12.00
Professional Services (Accountant)	$	18.75
Postage Expense	$	29.50
Jniforms for work	$	10.00
Capes for customers	$	10.00
Coffee, drinks, snacks for customers	$	15.00
Total Other Expenditures	$	949.34

B6 Declaration (Official Form 6 - Declaration). (12/07)

United States Bankruptcy Court
District of South Carolina

In re Gina Anasti Lee
Debtor(s)

Case No. 09-02854
Chapter 7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 29 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date April 22, 2009

Signature /s/ Gina Anasti Lee
Gina Anasti Lee
Debtor

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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Best Case Bankruptcy

B6I (Official Form 6I) (12/07)

In re **Gina Anasti Lee** Case No. **09-02854**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S) - AMENDED

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
	RELATIONSHIP(S):	AGE(S):
Married	**None.**	

Employment:	DEBTOR	SPOUSE
Occupation	**Cosmetologist**	**Roofer**
Name of Employer	**Self Employed**	**Self Employed**
How long employed	**17 years**	
Address of Employer	**Cuttin Loose Hair Salon** **429 Main Street** **Blythewood, SC 29016**	

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	$ 0.00	$ 0.00
2. Estimate monthly overtime	$ 0.00	$ 0.00
3. SUBTOTAL	$ 0.00	$ 0.00
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	$ 0.00	$ 0.00
b. Insurance	$ 0.00	$ 0.00
c. Union dues	$ 0.00	$ 0.00
d. Other (Specify):	$ 0.00	$ 0.00
	$ 0.00	$ 0.00
5. SUBTOTAL OF PAYROLL DEDUCTIONS	$ 0.00	$ 0.00
6. TOTAL NET MONTHLY TAKE HOME PAY	$ 0.00	$ 0.00
7. Regular income from operation of business or profession or farm (Attach detailed statement)	$ 2,242.67	$ 3,000.00
8. Income from real property	$ 0.00	$ 0.00
9. Interest and dividends	$ 0.00	$ 0.00
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	$ 0.00	$ 0.00
11. Social security or government assistance (Specify):	$ 0.00	$ 0.00
	$ 0.00	$ 0.00
12. Pension or retirement income	$ 0.00	$ 0.00
13. Other monthly income (Specify):	$ 0.00	$ 0.00
	$ 0.00	$ 0.00
14. SUBTOTAL OF LINES 7 THROUGH 13	$ 2,242.67	$ 3,000.00
15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)	$ 2,242.67	$ 3,000.00
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	$ 5,242.67	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:
Debtor anticipates a decrease in income due to decline in health and to economy. Debtor is unable to work as many hours as she did in the past due to her medical conditions.

B6J (Official Form 6J) (12/07)

In re Gina Anasti Lee Case No. 09-02854
Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) - AMENDED

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	$ 727.00
a. Are real estate taxes included? Yes ___ No X	
b. Is property insurance included? Yes ___ No X	
2. Utilities: a. Electricity and heating fuel	$ 240.00
b. Water and sewer	$ 0.00
c. Telephone	$ 75.00
d. Other See Detailed Expense Attachment	$ 80.00
3. Home maintenance (repairs and upkeep)	$ 25.00
4. Food	$ 425.00
5. Clothing	$ 60.00
6. Laundry and dry cleaning	$ 40.00
7. Medical and dental expenses	$ 50.00
8. Transportation (not including car payments)	$ 220.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	$ 25.00
10. Charitable contributions	$ 25.00
11. Insurance (not deducted from wages or included in home mortgage payments)	
a. Homeowner's or renter's	$ 39.58
b. Life	$ 135.00
c. Health	$ 0.00
d. Auto	$ 128.00
e. Other General Liability Insurance for Mr. Lee	$ 100.00
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify) See Detailed Expense Attachment	$ 140.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)	
a. Auto	$ 514.00
b. Other	$ 0.00
c. Other	$ 0.00
14. Alimony, maintenance, and support paid to others	$ 0.00
15. Payments for support of additional dependents not living at your home	$ 0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	$ 0.00
17. Other See Detailed Expense Attachment	$ 2,489.34
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	$ 5,537.92

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

Debtor and husband do not combine income. Husband pays the mortgage, utility bills, and automobile payment. Debtor is responsible for her cell phone, family groceries, her life insurance and her expenses associated with the hair salon.

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	$ 5,242.67
b. Average monthly expenses from Line 18 above	$ 5,537.92
c. Monthly net income (a. minus b.)	$ -295.25

B6J (Official Form 6J) (12/07)

In re Gina Anasti Lee Case No. 09-02854

Debtor(s)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) - AMENDED

Detailed Expense Attachment

Other Utility Expenditures:

Cell Phone	$	70.00
Water Bill at Shop	$	10.00
Total Other Utility Expenditures	$	80.00

Specific Tax Expenditures:

Retail Sales Tax	$	15.00
Quarterly Taxes	$	125.00
Total Tax Expenditures	$	140.00

Other Expenditures:

Booth Rental at Cuttin' Loose	$	500.00
Payments for Licenses and Continuing Ed	$	14.09
Supplies for Business (products used on customers)	$	300.00
Retail Inventory	$	40.00
Advertising	$	12.00
Professional Services (Accountant)	$	18.75
Postage Expense	$	29.50
Uniforms for work	$	10.00
Capes for customers	$	10.00
Coffee, drinks, snacks for customers	$	15.00
Contractor's Licenses, etc.	$	40.00
Roofing Supplies (bought per job)	$	1,500.00
Total Other Expenditures	$	2,489.34

United States Bankruptcy Court
District of South Carolina

In re Gina Anasti Lee
Debtor(s)

Case No. 09-02854
Chapter 7

AMENDED
DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing document(s), consisting of 3 page(s), and that they are true and correct to the best of my knowledge, information, and belief.

Date June 5, 2009

Signature /s/ Gina Anasti Lee
Gina Anasti Lee
Debtor

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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B21 (Official Form 21) (12/07)

STATEMENT OF SOCIAL-SECURITY NUMBER OR INDIVIDUAL TAXPAYER-IDENTIFICATION NUMBER (ITIN)

United States Bankruptcy Court
District of South Carolina

In re Gina Anasti Lee
AKA Gina A. Lee; AKA Gina Lee; AKA Gina Louise Lee
Debtor

Case No. _____

Address 100 Rimer Pond Road
Blythewood, SC 29016

Chapter 7

Employer's Tax Identification (EIN) No(s). [if any]: _____

Last four digits of Social Security No(s).: xxx-xx-6811

STATEMENT OF SOCIAL-SECURITY NUMBER(S)
(or other Individual Taxpayer-Identification Number(s) (ITIN(s)))

1. Name of Debtor (enter Last, First, Middle): Lee, Gina Anasti
(Check the appropriate box and, if applicable, provide the required information.)

■ Debtor has a Social Security Number and it is: 249-25-6811
(If more than one, state all.)
☐ Debtor does not have a Social Security Number but has an Individual Taxpayer-Identification Number (ITIN), and it is: __.
(If more than one, state all.)
☐ Debtor does not have either a Social-Security Number or an Individual Taxpayer-Identification Number (ITIN).

2. Name of Joint Debtor (enter Last, First, Middle): _____
(Check the appropriate box and, if applicable, provide the required information.)

☐ Joint Debtor has a Social Security Number and it is: __
(If more than one, state all.)
☐ Joint Debtor does not have a Social Security Number but has an Individual Taxpayer-Identification Number and it is: __.
(If more than one, state all.)
☐ Joint Debtor does not have a Social Security Number or an Individual Taxpayer Identification Number (ITIN).

I declare under penalty of perjury that the foregoing is true and correct.

X /s/ Gina Anasti Lee April 15, 2009
Gina Anasti Lee Gina Anasti Lee Date
Signature of Debtor

X _____
Signature of Joint Debtor Date

**Joint debtors must provide information for both spouses.*
Penalty for making a false statement: Fine of up to $250,000 or up to 5 years imprisonment or both. 18 U.S.C. §§ 152 and 3571.

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Best Case Bankruptcy

B7 (Official Form 7) (12/07)

United States Bankruptcy Court
District of South Carolina

In re **Gina Anasti Lee** Debtor(s)

Case No. **09-02854**

Chapter **7**

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

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1. Income from employment or operation of business

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
$26,912.00	**Income for 2008**
$20,881.00	**Income for 2007**
$20,908.00	**Income for 2006**

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2. Income other than from employment or operation of business

None ■ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE

3. Payments to creditors

None ☐ ***Complete a. or b., as appropriate, and c.***

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
Debt Solutions	**April 1, 2009**	**$700.00**	**$0.00**

None ■ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than $5,475. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING

None ■ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING

4. Suits and administrative proceedings, executions, garnishments and attachments

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
Lance Wilson and Willis Goodwin v. Gina L. Anasti Lee v Dallis Law Firm v Sandra Michelsen d.b.a Abstract Title 04-CP-40-5333 and 02-CP-40-5334		**Court of Common Pleas**	**Case went to Arbitration per Consent Order dated 11-09-07, and Arbitrator, Thomas W. Cooper, Jr. signed Award on August 15, 2008.**

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CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
James Anasti vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court 07-CP-40-0576		**Court of Common Pleas Richland County**	**Pending**
James A. Anasti v Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court v Of Whom Lance Wilson, Willis Goodwin, Gina L. Lee, Richland County Clerk of Court are Respondents and Gina L. Lee is the Appellant	**Appeal**	**State of South Carolina, Court of Appeals Appeal from Richland County Court of Common Pleas**	**Pending**

None ■ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY

5. Repossessions, foreclosures and returns

None ■ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None ■ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

None ■ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

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7. Gifts

None ■ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

8. Losses

None ■ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS

9. Payments related to debt counseling or bankruptcy

None ■ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

10. Other transfers

None ■ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

None ■ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY

11. Closed financial accounts

None ■ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING

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12. Safe deposit boxes

None ■ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY

13. Setoffs

None ■ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF

14. Property held for another person

None ■ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY

15. Prior address of debtor

None ■ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY

16. Spouses and Former Spouses

None ■ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

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None ■ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ■ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW

None ■ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION

18 . Nature, location and name of business

None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Gina Lee	**6811**	**PO Box 655 Blythewood, SC 29016**	**Debtor is a cosmetologist and rents a chair at the Cuttin' Loose Salon in Blythewood, SC.**	

None ■ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

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19. Books, records and financial statements

None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
Jackie Raines Two Notch Road Columbia, SC 29204	**Ms. Raines has done debtor's taxes since 1990.**

None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
NONE		

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
Gina Lee Books and records are in the possession of the debtor.	**PO Box 655 Blythewood, SC 29016**

None ■ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS	DATE ISSUED

20. Inventories

None ■ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None ■ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

21 . Current Partners, Officers, Directors and Shareholders

None ■ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST

None ■ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22 . Former partners, officers, directors and shareholders

None ■ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL

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None ■ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None ■ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None ■ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ■ If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)

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DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date **April 22, 2009** Signature **/s/ Gina Anasti Lee**
Gina Anasti Lee
Debtor

Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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ANESTHESIOLOGIST OF COLUMBIA
PO BOX 60314
CHARLOTTE NC 28260-0314

BK OF AMER
Acct No 5228
4060 OGLETOWN/STAN
NEWARK DE 19713

CAPITAL ONE
Acct No xxxx-xxxx-xxxx-1839
PO BOX 30285
SALT LAKE CITY UT 84130

CHRISTIAN DISCOUNT DEBT SOLUTIONS (GCS)
1645 PALM BEACH LAKE BLVD, STE 490
WEST PALM BEACH FL 33401

CITIFINANCIA
Acct No xxxxxxxxxxxx0301
PO BOX 499
HANOVER MD 21076

DALLIS LAW FIRM
C/O CURTIS W. DOWLING, ESQUIRE
PO BOX 8448
COLUMBIA SC 29202

DESGN RECEIVEABLES
Acct No HLTHMPNxxxxxx8320
1 CENTERPOINTE DRIVE
LA PALMA CA 90623

FAC/NAB
Acct No xxxx7199
480 JAMES ROBERTSN
NASHVILLE TN 37219

FINGERHUT
Acct No xxxxxxxx0266
6250 RIDGEWOOD ROA
SAINT CLOUD MN 56303

FIRST CITIZENS
Acct No xxxxx1330
P O BOX 29
COLUMBIA SC 29202

FIRST CREDIT
Acct No xxx7998
3250 W MARKET
AKRON OH 44333

GEMB - KIRKLANDS
Acct No xxxxxxxx3077
PO BOX 981400
EL PASO TX 79998

GEMB - LOWES
Acct No xxxxxxxx1006
PO BOX 981400
EL PASO TX 79998

HOME DEPOT CREDIT SERVICES
Acct No xxxxxxxxxxxx5013
PO BOX 689100
DES MOINES IA 50368

INMED DIAGNOSTIC SERVICES OF SC, LLC
Acct No xx2082
75 REMITTANCE DR., SUITE 6607 6607
CHICAGO IL 60675-6607

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATION
PO BOX 21126
PHILADELPHIA PA 19114

JAMES ANASTI
C/O DOUGLAS TRUSLOW, ESQUIRE
PO BOX 1465
COLUMBIA SC 29202

JAMES DONAHUE, DMD
18 OFFICE PARK COURT
COLUMBIA SC 29223

KERSHAW COUNTY MEDICAL CENTER
Acct No Kxxxxxxx6537
PO BOX 7003
CAMDEN SC 29020

LABCORP
Acct No xxxx0426
P. O. BOX 2240
BURLINGTON NC 27216-2240

MEDICAL COLLECTION SERVICES OF LMC
Acct No Hxxxx3360
PO BOX 100274
COLUMBIA SC 29202-3274

MR. LANCE WILSON
301 BARNEY LANE
COLUMBIA SC 29223

MR. WILLIS GOODWIN
100 WINDSOR SHORE DRIVE, APT. 16-A
COLUMBIA SC 29223

NCO FIN/51
Acct No xxxx6047
PO BOX 13574
PHILADELPHIA PA 19101

NCO FIN/51
Acct No xxxx6048
POB 13574
PHILADELPHIA PA 19101

PALMETTO HEALTH RICHLAND
Acct No Rxxxxxx0608
C/O PAYMENT PROCESSING
PO BOX 402111
ATLANTA GA 30384-2111

PALMETTO OBGYN ASSOCIATES
Acct No x1601
PO BOX 100408
ATLANTA GA 30384

PATHOLOGY ASSOCIATES OF LEXINGTON
2720 SUNSET BLVD
WEST COLUMBIA SC 29169

PETE LEE
PO BOX 655
BLYTHEWOOD SC 29016

REC MANAGEMENT CORPORATION
Acct No xxx2796
1601 SHOP RD
COLUMBIA SC 29201

RECEIVABLE SOLUTIONS, INC.
Acct No xxxxxx xxx6107
PO BOX 6678
COLUMBIA SC 29260

RICHLAND COUNTY TREASURER
PO BOX 11947
COLUMBIA SC 29211

SC DEPT, OF REVENUE AND TAXATION
PO BOX 12265
COLUMBIA SC 29211

SC EMPLOYMENT SECURITY COMMISSION
PO BOX 995
COLUMBIA SC 29202

SC ENDOSCOPY, NE
Acct No xx8864
131 SUMMERPLACE DRIVE
WEST COLUMBIA SC 29169

SCA COLLECTION
Acct No xxx1368
300 E ARLINGTON BD
GREENVILLE NC 27858

SCA COLLECTIONS
Acct No xxx9170
300 E ARLINGTON BLVD
GREENVILLE NC 27858

SEARS
Acct No xxxx-xxxx-xxxx-7770
P O BOX 6283
SIOUX FALLS SD 57117-6283

SPECTRUM LABORATORY NETWORK
Acct No Nxxxxx0735
P O BOX 35907
GREENSBORO NC 27425-5907

THD/CBSD
Acct No xxxxxxxx2626
PO BOX 6497
SIOUX FALLS SD 57117

THE HONORABLE THOMAS COOPER
16 N. BROOKS STREET
MANNING SC 29102

WFNNB - /VICTORIA'S SECRET
Acct No xxxxxxxxxxxxx6079
PO BOX 182128
COLUMBUS OH 43218

WFNNB - GOODYS
Acct No xx2141
PO BOX 2987
SHAWNEE MISSIO KS 66201

LOCAL OFFICIAL FORM 1007-1(b) TO SC LBR 1007-1

United States Bankruptcy Court
District of South Carolina

In re Gina Anasti Lee
Debtor(s)

Case No. 09-02854
Chapter 7

CERTIFICATION VERIFYING CREDITOR MATRIX

The above named debtor, or attorney for the debtor if applicable, hereby certifies pursuant to South Carolina Local Bankruptcy Rule 1007-1 that the master mailing list of creditors submitted either on computer diskette, electronically filed via CM/ECF, or conventionally filed in a typed hard copy scannable format which has been compared to, and contains identical information to, the debtor's schedules, statements and lists which are being filed at this time or as they currently exist in draft form.

Master mailing list of creditors submitted via:

(a) _____ computer diskette

(b) _____ scannable hard copy
(number of sheets submitted _____)

(c) __X__ electronic version filed via CM/ECF

Date: April 22, 2009

/s/ Gina Anasti Lee
Gina Anasti Lee
Signature of Debtor

Date: April 22, 2009

/s/ Benjamin R. Matthews
Signature of Attorney
Benjamin R. Matthews 3332
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203
803-799-1700 Fax: 803-254-3578
Typed/Printed Name/Address/Telephone

3332
District Court I.D. Number

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Attorney's Name, Address, Telephone Number and District Court I.D. Number: **Benjamin R. Matthews 3332** **3400 West Avenue** **Columbia, SC 29203** **803-799-1700** **3332**	
In re: **Gina Anasti Lee** Debtor.[1]	Case Number **09-02854**

Declaration Re: Electronic Filing of Petition for Relief, Schedules and Statements

PART I - DECLARATION OF DEBTOR FILING A PETITION FOR RELIEF:

I, **Gina Anasti Lee**, the undersigned debtor, hereby declare under penalty of perjury that the information provided in the electronically filed petition, statements and schedules is true and correct. I consent to my attorney electronically filing my petition, this declaration, statements and schedules to the United States Bankruptcy Court. I understand that this DECLARATION RE: ELECTRONIC FILING is to be filed electronically with the Clerk of the Court simultaneously with the petition. I understand that failure to file this DECLARATION may cause my case to be dismissed without further notice or hearing.

■ [If the debtor is an individual whose debts are primarily consumer debts and has chosen to file under Chapter **7**] I am aware that I may proceed under Chapter 7, 11, 12 or 13 of Title 11, United States Code, understand the relief available under each chapter, and choose to proceed under Chapter **7**. I request relief in accordance with the chapter specified in the petition for relief.

☐ [If the debtor is a corporation or partnership] I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter specified in this petition.

☐ [If the debtor files an application to pay filing fees in installments] I certify that I completed an application to pay the filing fee in installments. I am aware that the bankruptcy case may be dismissed without further notice or hearing and I may not receive a discharge of my debts if the fee is not paid in accordance with the Court's order granting my application.

Gina Anasti Lee

/s/ Gina Anasti Lee
Gina Anasti Lee
Signature of Debtor

April 22, 2009
Date

[1]If a joint petition for relief is being filed, each gender does include the other gender and the singular does include the plural.

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William K. Stephenson, Jr.
Chapter 13 Trustee
1825 Blanding Street
P. O. Box 8477
Columbia, S.C. 29202
Phone: (803)254-2981

November 12, 2009

JAMES ANASTI
% DOUGLAS TRUSLOW ESQ
PO BOX 1465
COLUMBIA, SC 29202

Claim ID: 21.00
Claim Amount: $0.00

RE: CASE NO. 09-02854/W/3
GINA A LEE

Dear Sir or Madam:

According to our records, the property securing your claim is either no longer part of the above-referenced debtor's bankruptcy estate or your secured claim has been paid. We believe that this was accomplished through one or more of the following means: modification of the automatic stay, surrender of property, sale of property, or the payment of claims by insurance proceeds.

The confirmed plan provides that secured creditors are to receive no further distribution when this occurs. This applies to junior, as well as senior, lien holders. Accordingly, by means of a copy of this letter, we are advising the debtors and their attorney of the status of your claim.

If your claim has not been paid in full, you may be eligible to participate as an unsecured creditor. If so, you must file an amended unsecured, deficiency claim to become eligible for payment.

If you have questions regarding the status of your claim or believe that our records are incorrect, you may write or call our office Monday through Friday between 9:00 and 4:30.

Chapter 13 Office

CC: atty
BENJAMIN R MATTHEWS ESQ
MATTHEWS & MEGNA
3400 W AVENUE
COLUMBIA, SC 29203

CC: debtr
GINA A LEE
PO BOX 655
BLYTHEWOOD, SC 29203

First Citizens

VIA FACSIMILE

September 15, 2009

Benjamin Matthews
Matthews and Megna, LLC
3400 West Avenue
Columbia, SC 29203

(803) 254-3678 fax

Re: Gina Lee
Case Number: 09-02854

Dear Mr. Matthews,

Please be advised your client, Ms. Lee, is delinquent on her mortgage loan with us (account 352001330). This loan is currently 2 payments past due totaling $1,272.92. If Ms. Lee would like to include the September payment the total due would be $2,003.65.

We hope this to be an oversight on her part and would like to avoid having to file a motion to lift the stay. Would you please contact your client on behalf of First Citizens and advise her of this delinquency? If the account is not brought current or a suitable repayment arrangement made by September 29, 2009, I will proceed with a 362 motion. If you have any questions, please do not hesitate to contact me directly.

Sincerely,

Kittie Buggel

Kittie Buggel
Bankruptcy Coordinator
(803) 733-1460 ph
(803) 733-3488 fx

9/15/09 - Received - called Gina - She is to ck & Pete & call me.

First Citizens
We're on it.

Fax

To: Benjamin Matthews	**From:** **Shannon Dillard, AA** Bankruptcy Dept. Central Collections
Fax: (803) 254-3678	**Fax:** (803) 312-8847
Phone:	**Phone:** (800) 542-7494
Pages (Including Cover) 2	**Date:** September 15, 2009
Re: Gina Lee	**CC:**

Confidentiality Statement: The information contained in this facsimile transmission is privileged and confidential and is intended only for the use of the recipient listed above. If you are neither the intended recipient or the employee or agent of the intended recipient responsible for the delivery of this information, you are hereby notified that the disclosure, copying, use or distribution of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone to arrange for the return of the transmitted documents to us or to verify their destruction. Please contact at the telephone number listed above to verify receipt of this Fax or to report problems with the transmission.

IRS Internal Revenue Service
Department of the Treasury
1835 Assembly St
Stop: MDP
Columbia, SC 29201

RECEIVED
SEP 14 2009
By

Chapter and Case Number:
13 09-02854-JW
Person to Contact:
JAN PRIOLEAU
Contact Telephone Number:
(803) 765-5107
Employee Fax Number:
(803) 765-5440
Employee Identification Number:
57-10078
Response Date:
September 16, 2009

Date: September 2, 2009

GINA ANASTI LEE
AKA GINA A. LEE
PO BOX 655
BLYTHEWOOD, SC 29016

Dear GINA ANASTI LEE:

Our records indicate you have not filed the following tax returns listed on the Form 13736, Response to Inquiry About Missing Tax Return, enclosed with this correspondence.

Failure to file federal tax returns or failure to provide the Internal Revenue Service with an explanation of why you are not required to file these returns may result in a motion to convert or dismiss your bankruptcy. This is true if the return(s) or explanation(s) are not received within 14 days of the date of this letter.

If you have any questions, our contact information is shown above. Thank you for your cooperation.

Sincerely,

/s/ EVALINA RAMSEY
Insolvency Manager

Enclosures: Form 13736
Envelope
Copy of letter

cc: WILLIAM K STEPHENSON JR

9/15/09
Per Ms. Prioleau –
has copy of '06 return.
Do not send another copy
07 –
08 –
- 2006 returns) –
#41356 SP joint return.

Letter 1714CG (Rev 12-2005)
Catalog Number 12388X

WRITTEN CONTRACT FOR INITIAL CONSULTATION
(Pursuant to 11 U.S.C. Section 528(a))

Matthews and Megna, LLC are attorneys at law. Our legal practice primarily focuses on helping people who are in financial trouble or who are concerned with mounting debt. We are a debt relief agency, and we help people file for Bankruptcy relief under the Bankruptcy Code. Our mission is to assist you in determining if and when, in fact, you need to file bankruptcy. There are options available to you. You have requested our assistance in regard to your specific financial concerns, and we have agreed to provide you, free of charge, an initial confidential consultation consisting of an overview of the bankruptcy process, the differences between the differing kinds of bankruptcy processes, including Chapter 7 and Chapter 13. We will also help you to understand how the filing of bankruptcy might affect your assets and liabilities. There is no fee for the initial consultation.

You have retained the services of Matthews and Megna, LLC and Matthews and Megna, LLC has explained all of the 'pluses and minuses' of the bankruptcy as well as the pending litigation and appeals of the Two Notch property litigation process and has agreed to represent you.

We appreciate you taking the time to taking the time to talk with us, and we will help you to make a reasoned decision about your particular situation. In order to do this, we depend on the information you provide to us to be complete and accurate.

I have received a copy of this Written Contract and Disclosure:

Gina L. Lee
Signature

Date: 4-15-09

Gina L. Lee
Gina L. Lee

DISCLOSURE #5

WRITTEN CONTRACT FOR ATTORNEY SERVICES
(Pursuant to 11 U.S.C. Section 528(a))

Matthews and Megna, LLC is a debt relief agency. We help people file for Bankruptcy relief under the Bankruptcy Code. You have requested our assistance as specified herein:

GL You have requested an initial consultation consisting of an overview of the bankruptcy process, the differences between Chapter 7 and Chapter 13 and generally, how the filing of bankruptcy might affect your assets and liabilities. There is no fee for the initial consultation. *If no other blocks are initialed below, Matthews and Megna, LLC are not your attorneys.*

GL You will complete a questionnaire, and provide it to Matthews and Megna, LLC for entry into their software program. For this service, the Client agrees to pay a minimum, non-refundable fee of $500.00. Matthews and Megna, LLC will not begin any work on this matter until this fee is paid, and the questionnaire completed. This fee applies whether or not the Client decides to file for bankruptcy and whether or not Matthews and Megna, LLC represent the Client in a bankruptcy proceeding. The Client has paid $_____ of this fee.

GL The remainder of the fee paid to Matthews and Megna, LLC will depend upon the work involved and the Chapter filed. If the bankruptcy case is filed within 30 days of the payment of the initial fee, it is estimated that the total initial fee for preparing and filing a local consumer Chapter 7 case will be a non refundable additional fee of $_____ for a total fee of $_____, payable prior to filing and it is estimated that the total initial fee for preparing and filing a local consumer Chapter 13 case will be a non refundable additional fee of $2500.00 for a total fee of $3000.00 of which the Client agrees to pay $_____ prior to filing the Chapter 13 case.

GL The Client understands that they may incur additional fees during the course of the bankruptcy in the usual range of $250 - $500 per incident or $200.00 per hour. The Client may incur additional costs after the case is filed, such as an amendment fee of $26 for adding creditors.

GL The Client understands and agrees to pay all costs prior to the filing of their bankruptcy case, or as otherwise specified herein, along with the applicable filing fee - $299.00 for a Chapter 7 and $274.00 for a Chapter 13. The above mentioned costs will include credit report fees of approximately $30.00, and may include appraisal fees, tax transcript fees and the costs of mail and postage.

GL Other Services: (Describe)_____
_____
_____

The Client understands and acknowledges that a bankruptcy case cannot be filed unless the Client has attended an approved credit counseling course and obtained a certificate within 180 days of filing.

Matthews and Megna, LLC has informed me that honesty and truthfulness are essential to the success of every bankruptcy case. The Client agrees to keep Matthews and Megna, LLC fully informed of any and all information that may affect the Client's case.

I have received a copy of this Written Contract and Disclosure:

Yesin Lee
Signature of Client

Yesin Lee
Printed Name of Client

Date: 4-15-09

Please tell us how you learned about our services.

Referred by:

Television: _____

Newspaper: _____
(Name of Paper)

Yellow Pages: _____

Brochure: _____

Other: _____

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
CHAPTER 7 PROCEEDING
CASE NUMBER: 09-02854

IN RE:

Gina Anasti Lee,

Debtor.

MOTION TO CONVERT A CHAPTER 7 BANKRUPTCY
TO A CHAPTER 13 BANKRUPTCY

Pursuant to 11 USC Section 706, the above named Debtor, hereby moves before this honorable Court to convert the above referenced Chapter 7 Bankruptcy Case to a Chapter 13 Bankruptcy on the grounds set forth as follows:

1. Debtor filed a petition for an order for relief under Chapter 7 of the Bankruptcy Code on April 16, 2009.

2. Debtor is qualified to file for relief under Chapter 13 of the Bankruptcy Code, having not previously converted this case under 11 USC Section 1112, Section 1208, or Section 1307 of the United States Bankruptcy Code, and herewith moves the court to convert the Chapter 7 case to a case under Chapter 13.

A copy of the debtor's proposed plan is attached hereto.

WHEREFORE, the Debtor prays for an Order granting her Motion to convert the above Chapter 7 to one for relief under Chapter 13 of the Bankruptcy Code.

/s/ Gina Anasti Lee
Gina Anasti Lee, Debtor

Dated: _____

/s/
Benjamin R. Matthews
District Court ID: 3332
Matthews and Megna, LLC
3400 West Avenue
Columbia, South Carolina 29203
(803) 799-1700

Dated: _____

I understand & agree with the decision to convert my case to a Chapter 13

B 23 (Official Form 23) (12/07)

United States Bankruptcy Court

District of South Carolina

In re Gina A. Lee, Debtor

Case No. 09-02854

Chapter 7

DEBTOR'S CERTIFICATION OF COMPLETION OF POSTPETITION INSTRUCTIONAL COURSE CONCERNING PERSONAL FINANCIAL MANAGEMENT

Every individual debtor in a chapter 7, chapter 11 in which § 1141(d)(3) applies, or chapter 13 case must file this certification. If a joint petition is filed, each spouse must complete and file a separate certification. Complete one of the following statements and file by the deadline stated below:

☑ I, Gina A. Lee (Printed Name of Debtor), the debtor in the above-styled case, hereby certify that on June 17, 2009 (Date), I completed an instructional course in personal financial management provided by Debtor Education and Certification Foundation (Name of Provider), an approved personal financial management provider.

Certificate No. (if any): 03088-SC-DE-007398534.

☐ I, _____ (Printed Name of Debtor), the debtor in the above-styled case, hereby certify that no personal financial management course is required because of *[Check the appropriate box.]*:

☐ Incapacity or disability, as defined in 11 U.S.C. § 109(h);

☐ Active military duty in a military combat zone; or

☐ Residence in a district in which the United States trustee (or bankruptcy administrator) has determined that the approved instructional courses are not adequate at this time to serve the additional individuals who would otherwise be required to complete such courses.

Signature of Debtor: Gina A. Lee

Date: June 17, 2009

Instructions: Use this form only to certify whether you completed a course in personal financial management. (Fed. R. Bankr. P. 1007(b)(7).) Do NOT use this form to file the certificate given to you by your prepetition credit counseling provider and do NOT include with the petition when filing your case.

Filing Deadlines: In a chapter 7 case, file within 45 days of the first date set for the meeting of creditors under § 341 of the Bankruptcy Code. In a chapter 11 or 13 case, file no later than the last payment made by the debtor as required by the plan or the filing of a motion for entry of a discharge under § 1328(b) of the Code. (See Fed. R. Bankr. P. 1007(c).)

DATE	DESCRIPTION	EXHIBIT
	Left Blank Intentionally	1
	Left Blank Intentionally	2
07/09/2011	Email fr TRM to Truslow suggesting an end to all litigation prior to fed bankruptcy-page 1	3
09/04/2007	TRM Motion for Protective Order	4
09/13/2007	Harriet Hobbs Affidavit	5
	Left Blank Intentionally	6
09/22/2007	Ltr to Truslow fr TRM	7
09/10/2007	Ltr fr Truslow to TRM	8
	Left Blank Intentionally	9
	Left Blank Intentionally	10
09/13/2007	TMR ltr to Truslow	11
	UNDER SEAL	12
	Gina Lee letters and Affidavits	13
	Affidavit of Alan Medlin	14
05/25/1993	Last Will and Testament of Albert A. Anasti	15
01/01/92	General Power of Atty for James Anthony Anasti	16
09/26/2007	Deposition of James Anasti	17
09/26/2007	Deposition of James Anasti	18
09/12/200	Gina Lee Affidavit	19
10/26/2007	Order granting partial summary judgment	20
11/07/1996	Receipt and Release signed by Joe Gravelyn	21
06/26/2007	Deposition of James Anasti	22
06/26/2007	Deposition of James Anasti	23
	Gina Lee Affidavits	24
06/26/2007	Deposition of James Anasti	25
02/21/2007	Affidavit of Service on Gina Lee	26
12/16/2002	DOT lawsuit in 2002	27
	Left Blank Intentionally	28
	Left Blank Intentionally	29
05/09/2011	Motions for Sanctions	30
05/20/2011	Order- denying Motions for Sanctions	31
04/15/2009	Offer of Settlement from Gina Lee	32
	Schedule of Creditors holding unsecured priority and nonpriority claims	33
05/22/2013	Wilson v. Dollar General	34
09/13/2013	Notice of Recipients	35
	Left Blank Intentionally	36
	Left Blank Intentionally	37
09/19/2007	Affidavit of Gina Anasti Lee	38
	UNDER SEAL-medical records	39
	Left Blank Intentionally	40
	Left Blank Intentionally	41

	Left Blank Intentionally	42
07/20/2007	Letter from TRM to Truslow re: long standing vacation	43
08/09/2007	Deposition of Lance Wilson	44
	Left Blank Intentionally	45
04/05/2010	Email from TRM apologizing for misspellings	46
	Left Blank Intentionally	47

EXHIBIT 17

TONY R. MEGNA
ATTORNEY-AT-LAW
3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

April 15, 2009

VIA FAX TO 803-256-7659

OFFER OF SETTLMENT

THIS OFFER SHALL BE CONSIDERED REJECTED IF NOT ACTED UPON BY DIRECTILY CONTACTING THE UNDERSIGNED BY 2:00 P.M. APRIL 15, 2009

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re:. Anasti v. Wilson, et. al.,

Dear Doug:

Dick sent me a copy of your most recent letter. Instead of rehashing old issues, I want you to know I sincerely regret we see things so differently and I regret even more that matters have gotten so far out-of-hand. For the purposes of this letter, I trust you will put aside the matters that you and I disagree upon just for the moment and consider the following.

First, in order to protect Ms. Lee's rights in all matters, she is filing a Notice of Appeal today in regard to Judge Manning's most recent order. I will provide you a copy of the Notice of Appeal by mail as the rules require. Obviously, this automatically stays all state court matters pending the conclusion of the appeal.

Second, Ms. Lee has many outstanding unsecured debts [not related to the litigation between her and Mr. Anasti] and will be filing bankruptcy within the next few days – likely today or tomorrow – depending on your response to this letter. I read your most recent letter to Dick and do not understand how bankruptcy could improve Mr. Anasti's position. My understanding of bankruptcy law is that the bankruptcy trustee has the position of a judgment lien creditor as of the date of filing of the bankruptcy petition. As none of the state court orders in the matters between Mr. Anasti and Ms. Lee are final, it is my understanding that the trustee's legal position as a judgment lien creditor as of the date of the filing of the bankruptcy petition will be superior to that of all unsecured creditors, including Mr. Anasti. This also means that the trustee can litigate again the issue of whether the Two Notch property is property of the bankruptcy estate or belongs to Mr. Anasti.

I very kindly suggest that, if you wish, please call me directly today. Ms. Lee has indicates she would be willing to drop her state court appeal in return for a simple order that ends all matters between the parties except she will also agree that the order of Judge Kinard awarding Mr. Anasti possession of the Two Notch property becomes final. Mr. Anasti would then likely own the Two Notch property free and clear of any claim of the trustee as it is likely Judge Kinard's order, once the appeal is dropped, would become final as of the date it was entered. This is important because, regardless of an agreement being reached between Mr. Anasti and Ms. Lee, Ms. Lee still intends to file bankruptcy because of her extensive medical bills and the matters concerning Mr. Earle's clients.

I again trust you will be able to put aside, at least for the moment, our personal differences, and evaluate the case from the standpoint that further litigation is inevitable if you and I are unable to sit down and discuss the matters kindly and rationally from the standpoint of the best interests of our clients. I am ready and willing to do so for multiple reasons, particularly the fact that Ms. Lee has indicated she wants to put these matters behind her and to be able to at least give her brother the opportunity to hang-on to the property that belonged to their father as she recognizes, in any event, she will lose the property because of her other outstanding debts. In addition, if Judge Kinard's order is considered final as of the date it was originally entered, it is likely he would prevail over the claims of the trustee to the contrary. Again, regardless of the personal differences between me and you, it seems to me that we should allow a brother and sister the opportunity to begin to repair their relationship. They only have each other.

If I do not hear from you shortly, I will proceed with filing the bankruptcy petition with the understanding I have done all I can do to work out a solution that is best for our clients as opposed to our differences that can be resolved at another time. In sum, Ms. Lee and I are doing everything we can reasonably so to make the best of a troublesome situation. I am in the office today and respectfully request you respond directly to me at 803.799.1700 or on my mobile at 803.606.5983.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina Lee
PO box 97
Blythewood, SC

EXHIBIT 18

STATE OF SOUTH CAROLINA James A. Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court, Defendants.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT CIVIL ACTION NO: 07-CP-40-0576 AFFIDAVIT OF GINA ANASTI LEE

PERSONALLY APPEARD BEFORE ME Gina A. Lee, who being sworn, upon information and belief, deposes and says as follows:

1. I have reviewed the answers to interrogatories submitted in this case, and upon information and belief, believe the reasonable and responsive to the questions asked. I further submit, however, that my affidavit filed with this Court filed on 9-13-07 should be considered in regard to these matters.

2. I again respectfully inform this Court and all parties that I was under significant duress at the time Mr. Truslow insisted on taking my deposition in this case against my attorney's advice. I had recently been told by my physician that I may have a cancerous abdominal tumor. I had no health insurance, I was in the process of scheduling surgery for the week following the deposition schedule Mr. Truslow insisted upon, I had no previous experience with these types of situations, I was on several medications that have significant side effects, I was not sleeping, and I thought it would be best to postpone the deposition until a later time when I would be better able to answer questions.

   For reasons known only to Mr. Truslow, he seemed completely indifferent to my physical and emotional turmoil, and demanded my deposition go forward, and ignored the entreaties of my attorney. See letters from Megan to Mr. Tousle dated May 7, 2007 and June 8, 2007 as well as affidavit of Harriet Hobbs attached hereto as Exhibits I-1 and I-2. It is not every day that a person has a reasonable expectation they may be diagnosed with cancer. Without doubt, I was emotionally distraught, physically exhausted, under the care of a physician, sleep-deprived, and anticipating major surgery in the coming days. I appeared as required, and did the best I could under the situation. I was very emotional at the time, and in retrospect I simply was not myself. I truly believe Mr. Truslow was unreasonable and I can honestly tell this Court that while I do love my brother, I absolutely know that my father wanted me to have the Two Notch property because of all of the debts he paid for Jim during his

life, including his attorney's fees for defending against the criminal charges and his living expenses while he traveled in Europe to avoid facing the criminal charges. I understand most of these difficulties have been resolved, and I am thrilled for my brother. However, it does not change the past. My father's will was drafted in March, 1993 – well after the 1978 deed and well before his death. I had nothing to with the drafting of the will nor did I know of the filing of the 1978 deed. My father was a very fair man and knew what he was doing. In fact, he told me on a number of times the Two Notch property was mine after his death.

3. I have reviewed my files and have not located any further documents requested by the Plaintiff except my tax returns that I continue to believe are relevant to this case.

Gina Anasti Lee

Gina Anasti Lee

Sworn to and subscribed before me this 19th day of September, 2007.

Katherine N Kelly

Notary Public for South Carolina Commission Expires
My Commission expires: September 3, 2012

EXHIBIT 19

STATE OF SOUTH CAROLINA **James A. Anasti,** **Plaintiff,** **vs.** **Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court,** **Defendants.**	**IN THE COURT OF COMMON PLEAS** **FIFTH JUDICIAL CIRCUIT** **CIVIL ACTION NO: 07-CP-40-0576** **AFFIDAVIT OF GINA ANASTI LEE**

NOW COMES GINA A. LEE, Deponent, who first being duly sworn, deposes and says:

1. I do not have any additional information, tax returns, paperwork, or documentation that has not been produced and made available to the Plaintiff's attorney, Douglas Truslow.

2. I have reviewed my files and have not located any further documents requested by the Plaintiff.

FURTHER THE AFFIANT SAYETH NOT.

Gina A. Lee
Gina A. Lee

SWON TO BEFORE me this
7 day of January 2008.

Notary Public for South Carolina
My Commission expires: 4-17-13.

EXHIBIT 20

A

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

COURT OF COMMON PLEAS

James A. Anasti,

Plaintiff,

Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court,

Defendants.

Docket Number: 2007-CP-40-0576

AFFIDAVIT

RICHLAND COUNTY
2007 SEP 13 AM 10:08
BARBARA A. SCOTT
C.C.C. & G.S.

NOW COMES HARRIET L. HOBBS, Deponent, who first being duly sworn, deposes and says:

1. I am an employee of Tony R. Megna, Attorney for the Defendant, Gina L. Anasti Lee. I did, on or around the end of June, 2007, take to the office of Douglas Truslow, the entire contents of Mr. Megna's file concerning the above referenced matter.

2. Mr. Truslow reviewed the all documents in the file, and had one of his office staff copy the documentation he desired. He did not copy all of the documents but copied only what he wanted. I did, at that time, inform Mr. Truslow that he was in possession of the entire contents of Mr. Megna's file, and that there were no other documents to produce. Mr. Truslow has not contacted me since the meeting referred to above to advise that he was waiting for additional documents to be produced or that he needed additional copies of documents.

3. Mr. Truslow did not inform me at the time we met nor anytime since that he was reviewing any type of attorney-client privileged information nor that he was concerned any documents may be privileged. In fact, he was very grateful that I had come to his office and allowed him to go through the documents with him.

4. I have personally examined all contents the above referenced file in the possession of Mr. Megna, and I hereby certify that there are no documents, articles, papers, depositions, affidavits, notes, pleadings, or statements that have not been made available to Mr. Truslow. Again, he did not copy all of the documents made available to him and it is quite possible he does not recall the documents he did not copy. At the conclusion of the meeting, he told me he had copies all that he desired to copy.

FURTHER THE AFFIANT SAYETH NOT.

Harriet L. Hobbs

Harriet L. Hobbs

SWORN TO BEFORE ME this
13th day of Sept, 2007.
Katherine Mullinax (L.S.)
Notary Public for South Carolina
My Commission Expires: 9/13/2012

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND)

James A. Anasti,

Plaintiff,

Lance Wilson, Willis Goodwin,
Gina L. Anasti Lee, and
Richland County Clerk of Court,

Defendants.

Docket Number: 2007-CP-40-0576

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2007 SEP 13 AM 10:59
BARBARA A. SCOTT
C.C.C. & G.S.

I, Harriet L. Hobbs, do hereby certify I deposited a copy of the Defendant Lee's Affidavit in Opposition to Plaintiff's Motion for Summary Judgment and In Support of Defendant Lee's Motion For Summary Judgment, in the United States Mail on 13th day of Sept, 2007, with sufficient postage annexed thereto, to the following:

The Honorable Barbara A. Scott
Richland County Clerk of Court
P.O. Box 2766
Columbia, SC 29202-2766

Douglas N. Truslow, Esquire
PO Box 1465
Columbia, SC 29202

Thomas G. Earle, Esquire
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Harriet L. Hobbs
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700

EXHIBIT 21

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@scbar.org

June 8, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

Mrs. Lee has agreed to have her deposition taken on June 15, 2007 as you have insisted. I reiterate that your decision to go forward with Mrs. Lee's deposition at this time is ill-advised, but I defer to your judgment as long as you keep your previous commitment to have your client available at the same time for his deposition to be taken. Please confirm in writing that your client will be available if you wish to go forward with Mrs. Lee's deposition on the 15th.

Second, I have completed and enclosed revised answers to interrogatories in an attempt to mollify your on-going complaints. I understand from Harriet that you overlooked the first CD [containing the documents you requested] that was mailed from my Darlington office, and filed the Motion to Compel prior to understanding the information you requested was actually in your possession. The CD is a pdf file that contains all of the documents in the Plaintiff's possession. It is self-explanatory if you will simply look at it.

Finally, the less than kind insinuations made in your recent letter regarding Mrs. Lee's current work schedule were unnecessary. Like millions of other people across our nation, Mrs. Lee has no health insurance and must work to raise the money to pay for her surgery and her recovery. In closing, please, please, please continue to contact Harriet with any questions or concerns. She can be reached at 803.799.1700.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

EXHIBIT 22

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHAPTER 13 BANKRUPTCY APPEAL
BANKRUPTCY CASE NUMBER: 09-02854

IN RE:

Gina Anasti Lee,

DISTRICT COURT CASE NO. 3:10-196

Debtor.

PERSONALLY APPEARED BEFORE ME, Gina Anasti Lee, who, first being duly sworn, deposes and says:

1. I spoke with Mr. Megna on approximately Tuesday, November 13, 2007, wherein he advised me he received an Order Granting Partial Summary Judgment in favor of the Respondent on the previous Saturday, which would have been November 10, 2007. Mr. Megna explained to me the contents and the meaning of the Order, and we decided to appeal the Order to the SC Supreme Court.

2. After my telephone conversation with Mr. Megna, I discussed this matter with my husband and my two (2) daughters.

3. Later in the week, I received a copy of the Order Granting Partial Summary Judgment from Mr. Megna for my records.

FURTHER THE AFFIANT SAYETH NOT.

Gina Anasti Lee
Gina Anasti Lee

SWORN TO before me this
23 day of February 2010.
(L.S.)
Notary Public for South Carolina
My Commission expires: 4-17-12

EXHIBIT 23

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHAPTER 13 BANKRUPTCY APPEAL
BANKRUPTCY CASE NUMBER: 09-02854

IN RE:

Gina Anasti Lee,

DISTRICT COURT CASE NO. 3:10-196

Debtor.

PERSONALLY APPEARED BEFORE ME, Candace Lee Garland, who, first being duly sworn, deposes and says:

1. I spoke with my Mother, Gina Lee, after she talked with Mr. Megna on or about Tuesday, November 13, 2007, regarding the Order Granting Partial Summary Judgment. Mother advised me of her conversation with Mr. Megna and that he would be appealing this Order to the SC Supreme Court.

FURTHER THE AFFIANT SAYETH NOT.

Candace Lee Garland

SWORN TO before me this
23 day of February 2010.

(L.S.)
Notary Public for South Carolina
My Commission expires: 4-17-12

EXHIBIT 24

TONY R. MEGNA

ATTORNEY-AT-LAW
3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA
TELEPHONE: 803-799-1700
tmegna@gmail.com

April 15, 2009

VIA FAX TO 803-256-7659

OFFER OF SETTLMENT

THIS OFFER SHALL BE CONSIDERED REJECTED IF NOT ACTED UPON BY DIRECTILY CONTACTING THE UNDERSIGNED BY 2:00 P.M. APRIL 15, 2009

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al.,

Dear Doug:

Dick sent me a copy of your most recent letter. Instead of rehashing old issues, I want you to know I sincerely regret we see things so differently and I regret even more that matters have gotten so far out-of-hand. For the purposes of this letter, I trust you will put aside the matters that you and I disagree upon just for the moment and consider the following.

First, in order to protect Ms. Lee's rights in all matters, she is filing a Notice of Appeal today in regard to Judge Manning's most recent order. I will provide you a copy of the Notice of Appeal by mail as the rules require. Obviously, this automatically stays all state court matters pending the conclusion of the appeal.

Second, Ms. Lee has many outstanding unsecured debts [not related to the litigation between her and Mr. Anasti] and will be filing bankruptcy within the next few days – likely today or tomorrow – depending on your response to this letter. I read your most recent letter to Dick and do not understand how bankruptcy could improve Mr. Anasti's position. My understanding of bankruptcy law is that the bankruptcy trustee has the position of a judgment lien creditor as of the date of filing of the bankruptcy petition. As none of the state court orders in the matters between Mr. Anasti and Ms. Lee are final, it is my understanding that the trustee's legal position as a judgment lien creditor as of the date of the filing of the bankruptcy petition will be superior to that of all unsecured creditors, including Mr. Anasti. This also means that the trustee can litigate again the issue of whether the Two Notch property is property of the bankruptcy estate or belongs to Mr. Anasti.

I very kindly suggest that, if you wish, please call me directly today. Ms. Lee has indicates she would be willing to drop her state court appeal in return for a simple order that ends all matters between the parties except she will also agree that the order of Judge Kinard awarding Mr. Anasti possession of the Two Notch property becomes final. Mr. Anasti would then likely own the Two Notch property free and clear of any claim of the trustee as it is likely Judge Kinard's order, once the appeal is dropped, would become final as of the date it was entered. This is important because, regardless of an agreement being reached between Mr. Anasti and Ms. Lee, Ms. Lee still intends to file bankruptcy because of her extensive medical bills and the matters concerning Mr. Earle's clients.

I again trust you will be able to put aside, at least for the moment, our personal differences, and evaluate the case from the standpoint that further litigation is inevitable if you and I are unable to sit down and discuss the matters kindly and rationally from the standpoint of the best interests of our clients. I am ready and willing to do so for multiple reasons, particularly the fact that Ms. Lee has indicated she wants to put these matters behind her and to be able to at least give her brother the opportunity to hang-on to the property that belonged to their father as she recognizes, in any event, she will lose the property because of her other outstanding debts. In addition, if Judge Kinard's order is considered final as of the date it was originally entered, it is likely he would prevail over the claims of the trustee to the contrary. Again, regardless of the personal differences between me and you, it seems to me that we should allow a brother and sister the opportunity to begin to repair their relationship. They only have each other.

If I do not hear from you shortly, I will proceed with filing the bankruptcy petition with the understanding I have done all I can do to work out a solution that is best for our clients as opposed to our differences that can be resolved at another time. In sum, Ms. Lee and I are doing everything we can reasonably so to make the best of a troublesome situation. I am in the office today and respectfully request you respond directly to me at 803.799.1700 or on my mobile at 803.606.5983.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina Lee
PO box 97
Blythewood, SC

EXHIBIT 25

From: Tony R. Megna [mailto:tmegna@gmail.com]
Sent: Thursday, July 08, 2010 9:47 AM
To: Douglas N. Truslow
Subject: Re: Lee v. Anasti (state Court of Appeals)

[Quoted text hidden]

[Quoted text hidden]
Version: 8.5.439 / Virus Database: 271.1.1/2989 - Release Date: 07/08/10 06:36:00

Tony R. Megna <tmegna@gmail.com> Fri, Jul 9, 2010 at 12:46 PM
To: "Douglas N. Truslow" <douglastruslow@truslowlaw.com>

Douglas:

I cannot respond to your complaints until I receive the Motion. I have already informed the Court [earlier today] of your failure to serve the Motion, and your refusal to send me a copy of the Motion by email or other means so I can respond within the time limits of the rules. Such silliness on your part. You should get a copy of my response tomorrow or Monday. IF I get the Motion from you, I will respond again. We both know you have acted inappropriately. More importantly your filing of the Motion to Dismiss has now stopped all matters in the appeal pending the Court's decision on the MTD. This certainly seems an odd thing for you to do, or to want, considering your continued insistence that you want matters concluded.

My suggestion is simple. Read my previous e-mails, withdraw the Motion to Dismiss, make a proper motion under Rule 212. And let's settle these issues, or at least narrow them for the Court's consideration. Alternatively, please send me the motion to dismiss by e-mail. I will acknowledge receipt and respond further when I get it - which will probably be Monday as I am out of town this weekend. The Court can then make a determination when it get to it.

As to the BR action, it is under appeal to the Fourth Circuit. My client, as yours, is insistent the Two Notch property belongs to her and to her creditors. I have made a commitment to her to see these matters through, and I intend to do so. I am also willing to talk to her and try to settle matters between our clients. It is your decision as how best to proceed. My bottom-line suggestion is try to move on. We both understand the other will not give up, and we are at a stalemate. Let it be - or not. We can continue litigating the matters through the entire process, which we both know could take years for a final resolution. Or, we can talk to our clients and request they settle the matter between themselves. You decide. You have already lost the first MTD you filed. It is likely you will lose the second. I am in favor of settlement, as I have repeatedly told you, but I am equally determined to move forward with the entire litigation process if I must.

As to the continuing mail issue, you know know that certified mail does no good. The post system is rife with difficulty as1 been demonstrated throughout this1 case. This is but another example. I suggest you simply use e-mail. It is much more reliable; and that is how I intend to proceed. You are correct, the typing is very difficult. Fortunately, my wife is a teacher and has the summer off, and she helps me to keep current as much as possible. It is a definite struggle. The stitches come out next week and the broken bone is mending. It will likely take several more weeks before the healing is complete, and the finger is not so sensitive. If I get lucky, I can take the hand-brace off next week and go to a finger brace. that will help some.

Also, to insure you receive the response I filed with the COA earlier this morning, I will have someone from my office hand-deliver it to your office before they go home today. Alternatively, you can come pick it up. Again, your choice.

Regards, Tony

Tony R. Megna, Esquire
3400 West Avenue
Columbia, SC 29203
tmegna@gmail.com
Office telephone: 803.799.1700

This message is intended for the use of the person or entity to which it is addressed and may contain information, including legal and/or health information, that is privileged, confidential, and the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is STRICTLY PROHIBITED. If you have received this in error, please notify us immediately and destroy the related message. Thank you.

[Quoted text hidden]

EXHIBIT 26

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)

In Re: Tony R. Megna, Benjamin R. Matthews, And Matthews and Megna, LLC, Plaintiff, vs. Gina L. Anasti, Lance Wilson, Willis Goodwin, And Richland County Clerk of Court, Defendants.	Civil Action #.: 2007-CP-40-0576 **AFFIDAVIT**

PERSONALLY APPEARED BEFORE ME, HARRIET L. HOBBS, who, first being duly sworn, deposes and says:

1. I was in Mr. Megna's office the day the initial telephone conversation took place between Mr. Megna and Mr. Truslow wherein Mr. Truslow asserted that he had not been provided with all of the documents he had requested in his discovery requests. Mr. Megna assured Mr. Truslow that he had provided him with every document he had requested. Mr. Megna offered to allow Mr. Truslow to go through his file and copy the document or documents Mr. Truslow believed he had requested and had not been provided. The telephone conversation was pleasant and extremely professional.

2. I did, on or around the end of June, 2007, take to the office of Douglas Truslow, the Mr. Megna's file concerning the above referenced matter.

3. Mr. Truslow did, upon the invitation of Mr. Megna, read the contents of Mr. Megna's file, and I did, at that time, inform Mr. Truslow that he was in possession of the entire contents of Mr. Megna's file and that there were no other documents to produce.

4. Mr. Truslow and I, both having grown up in Winnsboro and attended the same Church, sat in his office while he perused the file and talked over "old times" and friends that we had in common. We reminisced about our parents and Winnsboro, the kind of conversation two old friends would have.

5. Mr. Truslow suggested that I leave the file and he would have his office staff copy the documents he believed he had not been provided during discovery. He said he would contact me when they were finished. I was slightly hesitant about leaving our file, but I had no reason to distrust Mr. Truslow so I agreed, and went back to my office to await his call that the copying had been completed.

6. I did not receive a call from his office for several hours, so I contacted Mr. Truslow's office to inquire as to when they would be through copying the documents he found he had not been provided during discovery, if any. One of Mr. Truslow's staff informed me the file was ready to be picked up. Slightly annoyed that nobody had bothered to contact me as promised, I left my office and drove to Mr. Truslow's office to retrieve the file.

FURTHER THE AFFIANT SAYETH NOT.

Harriet L. Hobbs

SWORN TO BEFORE ME this
30th day of November, 2013.
Teresa Yarborough-Walker (L.S.)
Notary Public for South Carolina
My Commission Expires: 9/12/2015

EXHIBIT 27

STATE OF SOUTH CAROLINA James Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court Defendant.	**IN THE COURT OF COMMON PLEAS** **FIFTH JUDICIAL CIRCUIT** CIVIL ACTION NO: 2007-CP-40-0576 **DEFENDANT LEE'S MOTION FOR PROTECTIVE ORDER, RETURN OF PRIVILEGED INFORMAITON AND FOR ATTORNEY'S FEES AND COSTS**

B

Pursuant to Rules 11 and 26(c) of the South Carolina Rules of Civil Procedure, the Defendant Lee, ten days henceforth, by and through their undersigned attorney, moves this Honorable Court for a protective order preventing the Plaintiff Anasti from possessing or using privileged information in regard to any communications between Defendant Lee and her attorneys and/or the work product of such attorneys. Defendant Lee is informed and believes that the Plaintiff's attorney has come into such information and has used such information in the course of this litigation. In addition, the Plaintiff's attorney has refused to take steps to return such information to the Defendant Lee even though demand for the return of such information has been made on two occasions, and has, instead affirmatively used such information in the preparation of his case-in-chief. In addition, Plaintiff and his attorney refuse to divulge how they came into possession of the privileged information. Defendant Lee respectfully requests this Court into its orders as follows:

a. Requiring the Plaintiff and his attorney to return all such communications to Defendant Lee regardless of how they were obtained and to explain how such communications were obtained,

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b. Prohibiting the Plaintiff and his attorney from using the information in any manner whatsoever and striking from the record all references to such communications,

c. Finding that the Plaintiff and his attorney have violated the ethical rules governing their conduct in this litigation, and

d. Awarding the Defendant Lee attorney fee's and costs for the prosecution of this motion.

Respectfully submitted,

Tony R. Megna, Esquire
1815 Fulmer Road
Blythewood, SC 29016
803-799-1700

September 4, 2007.

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
James Anasti, Plaintiff, vs. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, Richland County Clerk of Court Defendant.	CIVIL ACTION NO: 2007-CP-40-0576

2007 SEP -4 AM 8:53
C.C.C. & G.S.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date indicated below a copy of the Defendant Lee's Motion for Protective Order was served upon the Douglas N. Truslow, PO Box 1465, Columbia, SC 29202 by first class mail, postage prepaid on the date indicated below.

Tony R. Megna
1815 Palmer Road
Blythewood, SC 29016
803-799-1700

September 4, 2007.

CASE HISTORY FOR CASE 2007CP4000576

4/1/2009	4:11 PM	Order Motion to Alter or Amend DENIED J/Manning
5/2009	4:42 PM	Motion/Motion Filing Fee
1/2009	8:23 AM	Filing recorded: Notice/Notice Of Appeal
4/24/2009	11:25 AM	SC Court of Appeal Order of Dismissal
5/5/2009	12:00 AM	COCGUNTER recorded the following Case Note: SC Court of Appeals Order of Dismissal filed 04/22/2009 RESCINDED and Appeal REINSTATED
5/5/2009	10:37 AM	SC Court of Appeals Order of Dismissal filed 04/22/2009 RESC
5/26/2009	2:51 PM	Filing recorded: Memo/Memorandum
5/26/2009	2:51 PM	Filing recorded: Certificate/Certificate Of Service
5/29/2009	10:20 AM	Filing recorded: Letter/Letter from Amanda Douglas Hilley
3/4/2010	10:39 AM	Filing recorded: Amended Proof of Service
4/5/2010	11:23 AM	Filing recorded: Transcript
5/17/2010	4:08 PM	Filing recorded: Letter from Attorney Truslow requesting protection for the d
5/18/2010	12:00 AM	COCMCBRIDE recorded the following Case Note: Letter from Attorney Truslow requesting protection for the dates June 18, 2010 through June 25, 2010
7/19/2010	12:00 AM	COCMCBRIDE recorded the following Case Note: Return to Appellant's Motion for Additional Extension of Time to Final Brief(SIC)
7/19/2010	11:41 AM	Filing recorded: Reply
7/19/2010	11:42 AM	Filing recorded: Proof of Service
7/19/2010	11:42 AM	Filing recorded: Return to Appellant's Motion for Additional Extension of Tim
12/28/2010	11:00 AM	Filing recorded: Return to Appellant's Motion to Stay Appeal Filed December 1
12/28/2010	11:02 AM	Filing recorded: Proof of Service
1/6/2011	12:00 AM	COCMCBRIDE recorded the following Case Note: Return to Appellant's Motion to Stay Appeal Filed December 16 2010
1/11/2011	10:47 AM	Motion to Dismiss Appeal/Memorandum in Support
2/28/2011	4:15 PM	Filing recorded: Affidavit/Affidavit of Douglas N Truslow
11/2011	10:48 AM	Filing recorded: Service/Proof Of Service Of S/C
1/2011	2:37 PM	Motion to Dismiss Appeal
3/17/2011	4:20 PM	Filing recorded: Supplemental Motion to Dismiss Appeal
3/17/2011	4:20 PM	Filing recorded: Proof of Service
10/6/2011	10:12 AM	SC Supreme Court Order DENYING Petition for Writ of Certiora
10/10/2011	11:37 AM	SC Court of Appeals Order Appeal DISMISSED
10/26/2011	12:00 AM	COCKOHL recorded the following Case Note: SC Supreme Court Order DENYING Petition for Writ of Certiorari
11/28/2011	12:00 AM	COCMORENO recorded the following Case Note: Amended Motion For Rule 11, SCRCP, Certificate of Service
11/28/2011	11:32 AM	Motion/Motion Filing Fee
11/28/2011	3:06 PM	Amended Motion For Rule 11, SCRCP
1/20/2012	11:26 AM	Damages Hearing
2/8/2012	12:00 AM	COCGUNTER recorded the following Case Note: Motion MMFDAM - Damages Hearing added to Roster: 304 - MOTION ROSTER MARCH 12, 2012: Roster Begin Date 20120312 - End Date 20120312
2/24/2012	3:35 PM	Motion/Motion Filing Fee
3/1/2012	12:00 AM	COCJEFFERS recorded the following Case Note: BOOK SW PAGE 288
3/1/2012	10:38 AM	Order Terminating Employment and Continuance
3/9/2012	10:42 AM	Motion/Motion Filing Fee
3/9/2012	10:54 AM	Motion to Quash and For Protection and Other Relief
3/12/2012	12:00 AM	COCMORENO recorded the following Case Note: Motion to Quash and For Protection and Other Relief, Certificate of Service
3/15/2012	10:42 AM	Form Order Damages hearing Cancelled.

EXHIBIT 28

TONY R. MEGNA
ATTORNEY AT LAW
1815 FULMER ROAD
BHLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

August 27, 2007

Mr. Douglas Truslow
PO Box 1465
Columbia, SC 29202

Re: Anasti v.Wilson et. al. 2007-CP-40-00576
Wilson v. Lee CA number 04-CP-5333

Dear Doug:

Please review Rule 26(b)(5)(B), SCRCP. It is self-explanatory. Regardless of your reasoning, the use and dissemination of the privileged work product documents that were left in the file by mistake, and that you copied and retained without advising me, is a direct violation of the rule and usurps the authority of the court. I urge you not to use the documents or further inflame the issue until the court has had the opportunity to rule on the matter.

Sincerely yours.

Tony R. Megna

Gina Lee
PO Box 655
Blythewood, SC 29016

EXHIBIT 29

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

August 22, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576
Wilson v. Lee, CA Number 04-CP-40-5333

Dear Doug:

My position on your outstanding motions to compel are that they are frivolous, and that all responses to discovery have been completed. If you have specific issues regarding discovery that you believe have not been responded [other than the tax returns], please detail them and I will discuss the matter with Ms. Lee. However, to the best of my information, all discovery has been responded to. Also, I continue to reiterate that you have a continuing duty to update your discovery requests. Again, lease be advised that correspondence to or from Joe Moore to Mrs. Lee or to me, if in your possession, was produced to you in error, and that all such documents are subject to both the attorney-client and attorney work product privileges. I again respectfully demand the return of any and all documents that you know and or reasonably should know were provided to you or anyone else in error.

As I have stated in the past, and which you have ignored, I suggest we agree to stipulate some of the facts of the case in order to assist the court at trial of this case. I am currently working on a proposed list of facts and hope you will do the same. Please let me know of a time that would be convenient to discuss the matter with you - preferably by e-mail as I am out-of-town most of the time. I will call you at the arranged time. Thank you for your consideration, and I close with a entreaty for courteousness. Again, please feel free to call Harriet at 799.1700 at any time.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

EXHIBIT 30

DOUGLAS N. TRUSLOW, P.A.
ATTORNEY
914 RICHLAND STREET, SUITE B-102
POST OFFICE BOX 1465
COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE (803) 256-6276 E-MAIL: doug_dnt@bellsouth.net FAX (803) 256-7659

September 10, 2007

Re: *James A. Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and Richland County Clerk of Court*
Civil Action Number: 2007-CP-40-0576

PERSONAL AND CONFIDENTIAL
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

To follow up on my request for the letter of Joe Moore, you referenced in your letter to Ms. Lee, I do not believe it is "privileged" because, *inter alia*, (a) it was waived and (b) one may not rely on a claim of privilege to assist or help a person commit or promote a tort.

I respectfully suggest that you obtain a separate opinion from a qualified attorney of your choosing before you proceed further because I believe you may be unwittingly putting yourself in an untenable position.

Sincerely,

Douglas N. Truslow
DNT/adh

EXHIBIT 31

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

September 13, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

Now that you have finally produced the letter you removed from my files [after nearly four months], it is self-evident that you had absolutely no claim to it. An ethical attorney would never have taken that letter from my files in the first instance. And the fact that you are attempting to use a document you pilfered to claim I have waived all privilege with my client adds substantially to the severity of the wrong you committed in the first place. You have embarrassed yourself, breached your trust to the Court, Harriet and me, and compounded the matter with your on-going misconduct. Your behavior in this matter is below any reasonable standard of conduct expected from an officer of the Court. I cannot imagine any Judge in South Carolina condoning such behavior from an attorney.

In addition, the Clerk of Court never returned a 'clock-in' copy of the first motion I *mailed* over the weekend. They returned the copy to me as it was sent to them. In short, they made a mistake. But the Clerk does indicate filing of the motion as you have now been informed. If you choose not to appear at the motion hearing, you do so with notice.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

EXHIBIT 32

COPY

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@scbar.org

July 20, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576
Wilson v. Lee, CA Number 04-CP-40-5333

Dear Doug:

I received your notice to take the depositions of Defendants Wilson and Goodwin on July 27. As you may recall, I am out of town the last week of July for a long-scheduled trip. I would appreciate you re-scheduling the deposition for a time I can attend. Thank you for your consideration in the matter. Please feel free to call Harriet at 799.1700 for a date and time that is convenient for you.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc:

Mr. Thomas Earle
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Gina L. Lee
PO Box 655
Blythewood, SC 29016

EXHIBIT 33

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

JAMES A. ANASTI,
PLAINTIFF,
VERSUS
LANCE WILSON, WILLIS GOODWIN, GINA H. ANASTI LEE, RICHLAND COUNTY CLERK OF COURT,
DEFENDANT.
C.A. NO.: 07-CP-40-0576

- - -

THE DEPOSITION OF LANCE WILSON

- - -

LAW OFFICES OF DOUGLAS N. TRUSLOW

914 RICHLAND STREET, SUITE B-102

COLUMBIA, SOUTH CAROLINA

AUGUST 9, 2007

10 A.M. - 10:35 A.M.

IN BEHALF OF THE ATTORNEYS FOR THE PLAINTIFF ANASTI, THE DEPOSITION OF THE ABOVE-NAMED WITNESS WAS TAKEN BEFORE ME, JUDITH H. HAYES, CERTIFIED COURT REPORTER AND NOTARY PUBLIC IN AND FOR THE STATE OF SOUTH CAROLINA, PURSUANT TO NOTICE AND/OR AGREEMENT IN THE ABOVE-ENTITLED CAUSE PENDING IN THE ABOVE-NAMED COURT.

APPEARING IN BEHALF OF THE PLAINTIFF:

DOUGLAS N. TRUSLOW, ESQ.
914 RICHLAND STREET
COLUMBIA, SOUTH CAROLINA 29201

APPEARING BY TELEPHONE IN BEHALF OF THE DEFENDANT LEE:

HARRIETT HOBBS, PARALEGAL TO TONY R. MEGNA, ESQ.

APPEARING IN BEHALF OF THE DEFENDANTS WILSON AND GOODWIN:

SEIGLER, EARLE & ELLSWORTH
1735 ST. JULIAN PLACE, SUITE 103
COLUMBIA, SOUTH CAROLINA 29204
BY: THOMAS G. EARLE, ESQ.

I N D E X

EXAMINATION:	PAGE NO.:
BY MR. TRUSLOW	3, 17
BY MR. EARLE	17

NO EXHIBITS MARKED.)

THIS DEPOSITION IS TAKEN PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE; THAT ALL OBJECTIONS, EXCEPT AS TO THE FORM OF THE QUESTION, ARE RESERVED UNTIL TIME OF TRIAL.

IT IS FURTHER STIPULATED AMONG COUNSEL AND THE WITNESS THAT THE WITNESS WILL WAIVE READING AND SIGNING OF THE DEPOSITION.

- - -

[redacted]

DEPOSITION TO CONTINUE UNDER THE FOLLOWING CIRCUMSTANCES
[redacted]
MS. HOBBS: YES.
MR. TRUSLOW: IS THAT OKAY WITH YOU, MR. EARLE?
MR. EARLE: YES.

THEREUPON,

LANCE WILSON,

BEING FIRST DULY SWORN TO TELL THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH, AS HEREINAFTER CERTIFIED, TESTIFIED AS FOLLOWS:

EXAMINATION

BY MR. TRUSLOW:

Q. FOR THE RECORD, PLEASE STATE YOUR NAME.

A. LANCE WILSON.

Q. MR. WILSON, UNDER THE RULES, WE TYPICALLY ARE REQUIRED TO TELL PEOPLE THAT IF WE TAKE A BREAK AND YOU TALK TO YOUR ATTORNEY, THAT IS FAIR GAME FOR ME TO ASK YOU ANY QUESTIONS OR ASK YOU ABOUT ANYTHING YOU ALL DISCUSSED. QUITE FRANKLY, I DON'T THINK THIS DEPOSITION IS GOING TO TAKE THAT LONG, SO WE WOULDN'T BE DEALING WITH THAT. YOU HAVE A VERY HONORABLE, CAPABLE ATTORNEY, SO HE ALWAYS PLAYS BY THE RULES, SO I WOULDN'T BE CONCERNED ABOUT THAT, BUT I THINK THE RULES REQUIRE US TO TELL YOU THAT BEFOREHAND.

A. YES.

EXHIBIT 34

to losing the April 3, 2008 hearing)

- **Ms. Lee lost overwhelmingly in her attempts to forestall the lifting of the bankruptcy stay** (either two or three times)

At the risk of reiterating the obvious, Mr. Anasti does not understand why Ms. Lee would think that **four different judges** (and **all the opposing lawyers** in those cases) would all be wrong each and every time they addressed the issues before them. Could it be that the Courts and lawyers were correct and that Ms. Lee has always been on the wrong side of the argument(s)?

Respondent's initial brief and a proposed designation of matters to be included on appeal was delivered to your office (signed for by a Mr. Edwards) today, so you should have no trouble doing all that is required in the timeframe(s) set by the rules. If your initial brief is as good as you seem to think, you don't even need to do a reply brief (many appellate attorneys do not do so for obvious reasons), but you've got ten days to get it done in any event.

From: Tony R. Megna [mailto:tmegna@gmail.com]
Sent: Monday, April 05, 2010 11:59 AM
To: Douglas N. Truslow
Subject: Re: Anasti/Lee

I run everything through spell-checker. It obviously does not catch variances on Doug. There has never been any intention on my part to be disrespectful or hurtful to you. I sincerely apologize. From this point forward, I will be much more careful.

[Quoted text hidden]

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 8.5.437 / Virus Database: 271.1.1/2782 - Release Date: 04/05/10 06:32:00

Tony R. Megna <tmegna@gmail.com> Mon, Apr 5, 2010 at 3:23 PM

EXHIBIT 35

TONY R. MEGNA

ATTORNEY-AT-LAW

3400 West Avenue
Columbia, SOUTH CAROLINA 29203
TELEPHONE: 803-799-1700

August 20, 2008

Ms. Gina L. Lee
PO Box 655
Blythewood, SC 29016

Re: Wilson v. Lee, CA Number 04CP405333

Dear Gina:

I have enclosed the Arbitration Award of Judge Cooper as well as a Motion to Vacate and/or Modify the Award I have filed with him on your behalf. Unfortunately, and as we have discussed many times in the past, this was a very difficult matter and, as we contemplated as a possibility, the arbitrator has ruled against you. We do not know how he will respond to my request to vacate and/or modify the award, and we will simply have to await a decision.

After you review the documents, I would appreciate you contacting Harriet at 803-799-1700 so we may set-up a to discuss the matter in more detail, and to further consider the matter pending before the S.C. Court of Appeals.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

TONY R. MEGNA
ATTORNEY-AT-LAW
3400 WEST AVENUE
COLUMBIA, SOUTH CAROLINA 29203
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

April 22, 2008

SENT VIA TELEFAX TO 803-256-7659

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al.

Dear Doug:

Doug, Harriet just called me regarding your letter of this date received by her via telefax to 803-254-3678. Apparently, you had listed a fax number for me that is not in active use. Did your office try to use this fax number previously to send me documents? If so, this may be the source of the confusion. As you know, all motions on this case have been stayed by the pending Appeal and by prior Order of the Trial Court. I do not believe the Trial Court can go forward even if you, I and the Trial Judge were so inclined as jurisdiction is currently in the Court of Appeals. See Appellate Rules 221 and 231.

A Rule 221 Motion has been filed in the Court of Appeals this date and a copy mailed and hand-delivered to your office. I again encourage you to inform both Judge Manning and the Court of Appeals that it appears the recent confusion over the April 3, 2008 Order entered by Judge Manning was apparently caused by your office faxing me notice on March 28, 2008 to a number that has not been in active use for a long while, and, in any event, service by fax of any document is not sufficient service under Rule 5, SCRCP. From reading the cover letter on the fax of March 28, 2008, it appears you dictated the letter but did not review it prior to going out, and your office simply faxed it to a number someone thought was a number I actively used. I trust you will take care of correcting the matter.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

cc: Gina L. Lee

TONY R. MEGNA
ATTORNEY-AT-LAW
3400 West Avenue
Columbia, SOUTH CAROLINA 29203
TELEPHONE: 803-799-1700

COPY

August 20, 2008

Ms. Gina L. Lee
PO Box 655
Blythewood, SC 29016

Re: Wilson v. Lee, CA Number 04CP405333

Dear Gina:

I have enclosed the Arbitration Award of Judge Cooper as well as a Motion to Vacate and/or Modify the Award I have filed with him on your behalf. Unfortunately, and as we have discussed many times in the past, this was a very difficult matter and, as we contemplated as a possibility, the arbitrator has ruled against you. We do not know how he will respond to my request to vacate and/or modify the award, and we will simply have to await a decision.

After you review the documents, I would appreciate you contacting Harriet at 803-799-1700 so we may set-up a to discuss the matter in more detail, and to further consider the matter pending before the S.C. Court of Appeals.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

September 28, 2007

VIA fax to 803.256.7659

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al.,

Dear Doug:

I received your letter dated September 26th. It was postmarked September 27th. I suggest you not provide documents to Mr. Dowling that everyone now knows you inappropriately removed from my files. I also trust Curtis will not accept such documents from you.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
Curtis Dowling [via fax to 254-1335]

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@mail.com

September 13, 2007

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Douglas N. Truslow
914 Richland Street
Suite B102
Columbia, SC 29201

Re: Anasti v. Lee, Wilson, and Goodwin , CA Number 07CP400576

Gentlemen:

Please find enclosed the following:

1. Mrs. Lee's Motion for Summary Judgment
2. Mrs. Lee's affidavit being filed both in support of her Motion for Summary Judgment and in opposition to Mr. Anasti's Motion for Summary Judgment. [Please note that the last exhibits to Mrs. Lee's affidavit were filed in a sealed envelope to protect Mrs. Lee's confidentiality under the federal HIPAA regulations. I will certainly make the documents available to each of you if you provide a written statement indicating you will maintain the confidentiality of the documents unless the Court order otherwise].
3. Affidavit of Harriet Hobbs.

If the Court decides these matters are best suited for trial, most of the documents I intend to rely upon are attached to Mrs. Lee's affidavit as well as the depositions relevant to the case. I believer everyone now has copies of all of the depositions. The only difficulty is Mrs. Lee's objection to use of her deposition taken by Mr. Truslow for adverse purposes based on the reasons set forth in her affidavit filed with the Court this date. I also respectfully request and propose that each of us file all original depositions with the Court. I have this date filed with the Richland County Clerk of Court the original deposition of James Anasti dated June 26, 2007.

I am also copying this letter to Curtis Dowling since he is obviously involved in these matters. I believe it would simplify matters if we all agreed to discuss our cases prior to trial in a non-adversarial manner. I am willing to do so at your convenience. Just let me know. Finally, I again request that Doug provide me copies of the exact documents he has claimed are privileged in the case to which the attorney-client privilege has allegedly been waived. Regardless of whether or not the documents came from my files, I need to know precisely which documents are in controversy. It is impossible to defend against the unknown. Finally, despite all of the recent activity, I believe there is no reason for further discovery to be had from Mrs. Lee. Please see the attached affidavit of my assistant, Harriet Hobbs.

Also, in order to simplify matters for everyone, Mrs. Lee has determined, now that discovery has concluded, that nothing has been produced that disputes the validity of the 1978 deed transferring the 'Two Notch property' to Albert and James Anasti. However, Mrs. Lee continues her claim to the Two Notch property based on her adverse possession of the property beginning in 1995 based on actual notice to Mr. Anasti that has extended to more than 10 years -- until the initiation of litigation by Mr. Anasti on January 28, 2007. I look forward to resolving all of these issues, hopefully, in a less adversarial manner than has been the case for the past few weeks. In this light, Mrs. Lee has offered to mediate the cases, if, for no other reason, to narrow the issues between the parties and to identify all of the documents that are relevant to these matters that anyone intends to introduce at trial.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

Curtis W. Dowling
1613 Main Street
Post Office Box 8448
Columbia, SC 29202-8448

COPY

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

September 13, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

Now that you have finally produced the letter you removed from my files [after nearly four months], it is self-evident that you had absolutely no claim to it. An ethical attorney would never have taken that letter from my files in the first instance. And the fact that you are attempting to use a document you pilfered to claim I have waived all privilege with my client adds substantially to the severity of the wrong you committed in the first place. You have embarrassed yourself, breached your trust to the Court, Harriet and me, and compounded the matter with your on-going misconduct. Your behavior in this matter is below any reasonable standard of conduct expected from an officer of the Court. I cannot imagine any Judge in South Carolina condoning such behavior from an attorney.

In addition, the Clerk of Court never returned a 'clock-in' copy of the first motion I *mailed* over the weekend. They returned the copy to me as it was sent to them. In short, they made a mistake. But the Clerk does indicate filing of the motion as you have now been informed. If you choose not to appear at the motion hearing, you do so with notice.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

September 13, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Thomas G. Earle
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Gentlemen:

Please find enclosed the following: (a) Defendant Lee's Motion for Summary Judgment, (b) affidavit of Harriet Hobbs, and (c) affidavit of Gina Lee

Most of the document I intend to use at trial of this matter, if the Court denies Ms. Lee's Motion for Summary Judgment, are attached to the affidavits [Mrs. Lee's affidavit and Ms. Hobbs affidavit] filed in both opposition to Doug's Motion for Summary Judgment and in support of the motion made by Mrs. Lee, including her Motion for Summary Judgment as to the Plaintiff and the Defendants Wilson and Goodwin. as well as those documents attached to the depositions taken in this case. At this time, I simply want to try my case. Please let me know if you have questions or comments. I expect all the various motions and other matters to be taken up by the Court in October at or prior to trial.

I also respectfully request and propose that each of us bring to the Court and/or file the originals of all depositions that are in our possession. Doug, I again request that you provide me copies of the exact documents you claim are in your possession that you say waive all privilege between me and my client. It is impossible to defend against the unknown and you have no interest that I can determine in keeping such 'secrets.'

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

September 11, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Thomas G. Earle
1735 St. Julian Place, Suite 103
Columbia, SC 29204

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Gentlemen:

Please find enclosed the following:

1. Defendant Lee's Motion for Summary Judgment
2. Affidavit of Harriet Hobbs
3. Affidvavit of Gina Lee

Most of the document I intend to use at trial of this matter, if the Court denies Ms. Lee's Motion for Summary Judgment are attached to the affidavits filed in support of the motions [Mrs. Lee's affidavit and Ms. Hobbs affidavit] as well as those documents attached to the depositions taken in this case. At this time, I simply want to try my case. Please let me know if you have questions or comments. I expect all the various motions and other matters to be taken up by the Court in October at or prior to trial.

I also respectfully request and propose that each of us bring to the Court and/or file the originals of all depositions that are in our possession. Doug, I again request that you provide me copies of the exact documents you claim are in your possession that you say waive all privilege between me and my client. It is impossible to defend against the unknown and you have no interest that I can determine in keeping such 'secrets.'

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee

TONY R. MEGNA

ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

COPY

September 11, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

Please slow down and consider the implications of your writings, and make certain of your facts before making accusations such as those contained in your most recent outburst to me. For whatever reasons, your behavior toward me has become increasing volatile and erratic as this case draws to a conclusion. You are making unsupported accusations, embarrassing yourself, and making this case unnecessarily personal. I am also very concerned that you are imagining issues that have no basis in reality.

You should also consider this letter an update to any and all requests for discovery you have made to Mrs. Lee.

First, I was completely truthful with Judge Lee. I am sorry you misunderstood. My first motion was mailed to the Court over the holiday weekend. The Clerk's office returned an 'unclocked' copy to me Thursday. The second motion was filed by me Tuesday morning. Copies of both were mailed to you. I checked the Common Please web-based docket and both motions are listed as being received by the Clerk of Court on September 4. I have copied the information that shows up on the Clerk's website below. Based on your letter, you received both motions on September 5th. As you received the motions the date after they were mailed, the motions have not been scheduled to be heard by the Court, and the Court indicated the status of the case would be revisited in October, you certainly have nothing to complain about other than the fact that your behavior required me to file the motions in the first instance.

Anasti, James A	Defendant Lees Motion/Protective Order Return Of	Motion	09/04/2007
Anasti, James A	Motion/Protective Order Defendant Lees 15 Min	Motion	09/04/2007

Second, I know of no rule that requires me to enclose a 'cover letter' with the service of a motion or any other paper. The important fact is that you acknowledge receiving the