

22938

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 IV

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RECEIVED

OCT 10 2016

SC Court of Appeals

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motions and they were served within the time periods of Rule 5. In addition, I am trying to keep communication with you at minimum because I truly believe you continue to act injudiciously.

Third, I have made no suggestions as to the other attorneys' conduct in this case – period. The only person I know to have acted inappropriately is you. You absolutely refused to provide me any information other than telling me you had obtained privileged documents that concern Mrs. Lee and a prior attorney. All I have wanted to know from you was and remains basic information – the complete identity of the documents you claim support your accusations and where they were obtained. Prior to last Tuesday, you had been totally unwilling to tell me anything other than you had documents in your possession you had obtained, and that any privilege Mrs. Lee claimed to the documents was waived to their disclosure during the discovery process. To this date, you have refused to identify and provide me a copy of the specific documents you maintain are in your possession. You have created a totally unnecessary adversarial situation as opposed to handling the matter with even a modicum of grace, understanding and/or professionalism. With Harriet present, you could have easily told her of the potential problem and contacted me. The ABA and several other jurisdictions have taken strong stances on the ethical difficulty with your position on the matter. My guess is that our Supreme Court will also take a very dim view of your behavior in this matter regardless of the technical legal issues of waiver. There is no doubt I must contend with the legalities of the waiver issue, but we must both now consider how to address your breach of professional ethics in the matter.

Please recall the facts that led to the current issue:

1. After much discussion in April and May, you and I came to an agreement that I would allow you to inspect documents in my files because I thought you were a person of character than could be trusted to act professionally, and because I wanted to make certain you had access to all of the non-privileged documents in my possession before you took depositions you had scheduled.
2. As a matter of courtesy and convenience to you, I sent my employee [a person you knew] to your office in early June.
3. You then took months just to mention you took from my files what you knew or had reason to know was privileged information. You refused to identify the document and give me a copy. Then, upon telling me the document came from my files, you continue to refuse to provide me a copy. In short, you accepted my offer to inspect non-privileged documents, and knew you had no right to documents that were subject to privilege. Perhaps, even more importantly, you implicitly agreed to act professionally, which I respectfully suggest you have not.

4. I have received a letter and subpoena from Curtis Dowling over the weekend that implies someone, more likely than not you, you have discussed the matter with him, and informed him that there were documents in your possession that belonged to my client that were no longer privileged. As I cannot imagine Curtis participating in such a matter if he understood the extent of your misconduct in obtaining the documents and refusing to identify the document, my guess is that you failed to fully inform him of your manipulation of our agreement to inappropriately obtain the documents. I am also troubled that your behavior, as it was obviously intended to harm Mrs. Lee, may be the basis of a civil conspiracy action, thus requiring me to request you be removed from further proceedings in the case.
5. The issue I am raising with you at this point is one of professional ethics. The ABA has ethic opinions dating to 1992 that conduct that you have exhibited in this matter is totally inappropriate. Other jurisdictions have taken a similar approach. I know of no opinion in South Carolina that addresses these particular facts, but suspect our Court will take a dim view of your behavior – particularly in light of the recent changes to the attorney code of conduct. I am pondering how to handle all of this, and your continued peculiar behavior. However, for the time period, my very hopeful suggestion is that you reflect upon the foregoing, and proceed cautiously. You have taken a series of actions you need to reassess prior to matters escalating.

Fourth, you know that all documents [other those in dispute] have been made available for you to copy and inspect at your leisure as you did. Please review Rule 34, SCRCPP. I am truly sorry the documents that I had my employee take to your office at your convenience were not organized to your specifications. Organize them as you wish – or not. But it is odd, at best, that you would wait months to raise the issue. My obligation is more than complete. Harriet will provide an affidavit at the motion hearing that you reviewed numerous documents in her presence in June, that you knew what you were inspecting, that you never told her that any document was potentially privileged, that you copied the documents you wished to copy, that she believes you purposely misled her, and that she has heard nothing further from you in regard to any of these issues even though you have been notified on a number of occasions to call her with any questions at your convenience..

Fifth, as for your continuing and odd fascination with the CD my offices sent to you months ago [April, I believe], I am honestly mystified. Over the months, I have repeatedly explained to you the CD was sent to you directly from my Darlington office because the computer server where I maintain those files is located in that office. The CD contained 82 pages of documents that I provided to you early on in the litigation. I had them placed on a

CD as a courtesy to you so you would not have to travel to Darlington where they are maintained to inspect. I am sorry receipt of the CD confused you. That must be disconcerting. I am sorry the CD did not specifically contain a cover letter with detailed instructions for you to follow. That must have been confusing for you. However, your continued obsession with the issue is quite peculiar [to put it mildly]. As to the tax returns you recently requested, I have them in my possession, and my objections remain. If the court orders their production, I will make them available to you at my office to inspect and copy if you wish. You will simply need to contact Harriet at your convenience.

Sixth, as to the witnesses I intend to call at trial, please let me make it easy and clear. At this time, I intend to call only witnesses that have been deposed in this case or the companion cases. Their testimony will revolve about the information and documents provided in their depositions. Your questioning in the depositions was very precise, and provides a very detailed explanation of their anticipated testimony would provide. Of course, I reserve the right to cross-examine witnesses that you or the other defendants call during the case and to call additional witnesses if I deem necessary and the court so allows.

Seventh, upon reflection and review, I believe the Mrs. Lee's deposition testimony to be tainted due to your insistence that it be taken at a time of great physical and emotional personal stress in her life. If you recall, she was under significant duress at the time you insisted on taking her deposition against my advice. I informed you on numerous occasions prior to the deposition that she had recently been told she may have a cancerous abdominal tumor, she had no health insurance, she was in the process of scheduling surgery for the week following the deposition schedule you insisted upon, she had no previous experience with these types of situations, and that it would be best to postpone the deposition until a later time when she would be better able to answer your questions. For reasons known only to you, you remained deliberately indifferent to Mrs. Lee's physical and emotional turmoil, and demanded her deposition go forward on your schedule while knowing she was emotionally distraught, physically exhausted, under the care of a physician, sleep-deprived, and anticipating major surgery in the coming days. It was absolutely predictable to any reasonable person that her deposition testimony would have to be understood in this context. Mrs. Lee appeared as you required, and she did the best she could do under such considerable and extreme duress. Upon reflection, it appears this evidenced a pattern of diminished judgment on your part that continues to this date. For this reason, I will make the Court aware of the matter, and move to limit the applicability of her deposition testimony. Any reasonable court will likely consider her deposition testimony ineffectual and of no probative value for any adverse evidentiary purpose at trial. If you wish to take her deposition again, and reimburse her for the expenses she will incur in the re-taking of the deposition [including attorney's fees, her time, and the associated costs for the cost reporter, another copy of the deposition, etc.], I will make every reasonable attempt to encourage Mrs. Lee to agree to do so. But, at this time, she is less than enthusiastic about the possibility. She believes that your conduct in this case has been harassing, and odd, and that you have all of the information from her any reasonable person could require. Please contact Harriet if you wish to pursue this option and she will be work with Mrs. Lee and you to estimate the expenses associated

with the request and the available times, if any, Mrs. Lee may be available to schedule the matter. As you know, my work requires much out-of-town travel and it is difficult for me to schedule such matters. If you wish to proceed, please do not delay.

Eighth, as to Jim and the property, Gina has always wanted to do the right thing, i.e., to follow her father's final wishes as described in his last will and testament -- as she consistently followed over the nearly 12 years it took Jim to initiate legal action to clear title to the property, [or for that fact, to take any interest whatsoever in the property] -- during which time she openly and hostilely maintained a continuous and active interest in the property.

A few final thoughts that it appears you may want to consider:

1. Adverse possession is defined over a 10 year period -- not 20. See your recent letter. I imagine this was a typographical mistake but was concerned that you may still not fully appreciate Mrs. Lee's position. I will be happy to provide further information as to this issue if you so desire.
2. In South Carolina, "under color of title" for purposes of adverse possession means any semblance of title by which the extent of possession can be ascertained. The 1996 deed of distribution from the Probate Court to Mrs. Lee, *regardless of who prepared it or whether or not it was legally sufficient to pass perfect legal title to her, was, as matter of law, actual and constructive notice in* to Jim [his power-of attorney signed a statement in 1996 that the real and personal property identified in the will and the probate documents had been properly distributed] and the world [the deed of distribution was recorded in the Richland County RMC Office] that Gina claimed exclusive legal title to all of the Two Notch property.
3. Mrs. Lee *first* claimed the property as her own [openly and hostilely] immediately following her father's death in 1995 when the probate action was filed. Mr. Anastasi's will specifically stated that Mrs. Lee was to take title to all of the "real and personal" property on Two Notch. Jim thus received actual notice of the probate proceedings through his power of attorney, actually participated in these proceedings through his power of attorney, and actually knew of the 1996 filing of the deeds of distribution as well as the earlier probate of the will.
4. Upon her father's death in 1995, Mrs. Lee immediately began collecting the rents, took care of the property, conversed with the renters, placed the property for sale, provided owner-financing in what was essentially an installment land-sale contract that went bad and is now in litigation, signed statements attesting to her ownership during the course of the land-sale contract closing [which is further proof of her intent to claim the property as

her own though adverse possession], defended the property against condemnation by the SCDOT, and defended it against a lawsuit from Jim. By so doing over a period of time that exceeds ten years, Mrs. Lee established actual and constructive possession against any interest Jim may now present.

5. *Jim did not initiate the lawsuit to clear title against Mrs. Lee for more than 11 and one-half years after Mrs. Lee first claimed ownership of the property – well outside the statutory limitations period. This failure on Jim's part to act within the statutory time limits provides Mrs. Lee with conclusive presumption of title to the Two Notch property against any interest that he may now assert. The fact that Mrs. Lee chose to attempt to sell the property in the interim time period, and to provide owner financing of her interest in the property, is of no legal comfort to Jim because (a) her attempt to sell was actually the ultimate demonstration of claim to the property against all other prior title interests (b) the sale was void because she had no legal interest in the property at the time As you pointed out repeatedly, Jim became the sole title owner in 1995 when his father died [although she was claiming title adversely to Jim's legal title at the time], (c) the sale was, as a matter of law and equity, a land-sale contract wherein Mrs. Lee made the promise of legal title in return for owner financing*
6. Mrs. Lee became the sole owner of the Two Notch property by adverse possession when Jim waited more than 10 years [11 year, 3 months, 3 days, I believe] to assert his legal interest in the property in the property *against Mrs. Lee* once he had both actual and constructive notice of her claim to the property in 1995, 1996 [through Jim's power-of-attorney friend]. In addition, Jim admitted in his deposition that he actually knew *himself* of the 1996 deed filing when he received notice of the SCDOT condemnation in 2003 which he admitted in his deposition he took to his attorneys. The fact that Jim chose to take no action to dispute Mrs. Lee's claim to title until the current case was filed on January 26, 2007, well past the 10 year statutory limitation period that began with the death of Mr. Anasti in 1995 and well past the filing of the probate deed of distribution in 1996, and well past the admission of personal knowledge in 2003 demonstrates the fact that Mrs. Lee's actual and constructive possession ends the matter. Claims to the contrary ring hollow.
7. I also respectfully refer you to S.C. Code Section 62-3-1006 which bars the Plaintiff's action against Mrs. Lee as a matter of law.

Doug, I again respectfully demand the return of any and all documents that you know and or reasonably should know you deliberately removed from my files while knowing you were breaching an implied and explicit trust between us as attorneys. You admittedly removed confidential documents from my files. You admitted waited months to mention your misconduct. You have placed Harriet in an awkward situation in the process. And I now understand that you have discussed your imagined accusations against me with others.

TONY R. MEGNA
ATTORNEY-AT-LAW
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BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
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COPY

August 31, 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 motion to compel is that it is frivolous as all responses to discovery have been completed. If you have specific issues regarding discovery to which you believe Mrs. Lee has not responded [other than to the tax return issue], please detail them and I will discuss the matter with Ms. Lee. However, to the best of my information, all discovery has been completed. Again, please be advised that correspondence to or from Joe Moore to Mrs. Lee or to me, if in your possession 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 to stipulations, I made the offer as a courtesy and you have failed to contact me as I requested. My offer remains open if you decide to contact me. Please call Harriet and she will arrange a time at your convenience.

Finally, please find enclosed my objection to your taking the deposition you have scheduled for September 10. Specifically, Mrs. Lee objects to any testimony by Mr. Dallis that waives or may waive the attorney-client privilege between the Dallis Law Firm and Mrs. Lee.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

STIPULATION OF FACTS

The parties agree as follows:

1. The Plaintiff possessed legal title to the property in question [2325 Two Notch Road, Columbia, SC] as of the date of death of James Albert Anasti.
2. The Plaintiff left the country on _____, 1993
3. On _____, Plaintiff's appointed James W. Gravelyn, a personal friend of long-standing, as his attorney-in-fact on _____. The general power of attorney was filed with the Richland County Clerk of Court on _____-. It has never been revoked by Plaintiff.
4. The Plaintiff, through his attorney-on-fact, participated in the Probate Court proceedings.
5. That upon the death of Albert Anasti, the

TONY R. MEGNA
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August 27, 2007

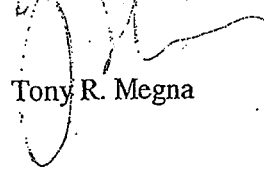
Mr. Douglas Truslow
PO Box 1465
Columbia, SC 29202

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
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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:

In regard to your recent invective dated August 21, 2007, please 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 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. For whatever reason, your advocacy in this case has become extreme. When I opened my entire file to you, I trusted you to respond fittingly. I trust I have not been mistaken in this regard. I respectfully remind you of your on-going responsibility to produce any and all documents you may have received from any source that you have not previously produced. In this regard, I request that you produce copies of all documents in your possession that have not been previously produced by you that in any manner relate to the pending case.

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 courtesousness. 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

STIPULATION OF FACTS

The parties agree as follows:

1. The Plaintiff possessed legal title to the property in question [2325 Two Notch Road, Columbia, SC] as of the date of death of James Albert Anasti.
2. The Plaintiff left the country on _____, 1993
3. On _____, Plaintiff's appointed James W. Gravelyn, a personal friend of long-standing, as his attorney-in-fact on _____. The general power of attorney was filed with the Richland County Clerk of Court on _____. It has never been revoked by Plaintiff.
4. The Plaintiff, through his attorney-on-fact, participated in the Probate Court proceedings.
5. That upon the death of Albert Anasti, the

COPY

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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:

Ms. Lee respectfully objects to your recent request for production of her tax records as well as to your request for communications she may have had with Joe Moore, a previous attorney who worked with both Ms. Lee and me in regard to these matters. The basis of the objections are (a) the request for Ms. Lee's tax returns are unnecessarily harassing in view of the fact that no judgment has been rendered against her and she has requested no damages from your client and (b) Ms. Lee asserts her privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer. In addition, any writing performed by Mr. Moore that reflects his impressions, conclusions, opinions, or legal research or theories, are not discoverable as the information is attorney work product for both him and me.

As I have stated in the past, I suggest we agree to stipulate some of the facts of the case in order to assist the court. If you agree, 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 week. I will call you at the arranged time. Thank you for your consideration in the matter. 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
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June 6, 2007

SENT VIA E-MAIL

Douglas N. Truslow, Esquire
Post Office Box 1465
Columbia, South Carolina 29202

Dear Doug:

This letter is to confirm our telephone conversation of June 5, 2007, wherein you agreed to make your client available for his deposition to be taken on June 15, 2007, immediately following Gina's deposition.

Again, I apologize that a cover letter was not sent with the CD containing the remainder of the discovery. It is my understanding that all information has now been provided to you as to your request for discovery. Therefore, I trust the motion(s) recently filed to enforce discovery will be withdrawn. If this is not correct, please so advise.

I ask that your office please confirm the date, time, and place of the taking of these depositions.

If the above does not accurately reflect our conversation, please contact me at your earliest convenience at 803-799-1700.

I look forward to seeing you in the near future.

With kind regards, I remain

Sincerely yours,

Harriet L. Hobbs

Harriet L. Hobbs
Paralegal

COPY

TONY R. MEGNA

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BLYTHEWOOD, SOUTH CAROLINA 29016

TELEPHONE: 803-799-1700

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May 25, 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 refer to my previous letter dated May 7 concerning Ms. Lee's medical difficulties. In addition, all discovery responses were sent to you three weeks ago - other than the depositions taken in the companion case that I received late last week, and am now reviewing. Finally, as you are aware, no substantive matter on the case can be heard until late August at the earliest as Ms. Lee was not served until late February. My hope is that Ms. Lee's medical problems will be resolved by that time. I will let you know when I hear from her further in this regard.

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
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COPIES

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

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

April 30, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Doug:

The answers to your requests to admit are as follows:

1. Admitted.
2. Mrs. Lee admits the deed referenced in your request to admit number 2 was filed in the Richland County RMC Office. Mrs. Lee had no knowledge of the referenced deed until the commencement of litigation by the Highway Department to condemn the front portion of the property in question. Mrs. Lee is informed and believes, however, that the deed you referenced is of no effect because of the reasons stated in her answer to the lawsuit filed by Mr. James Anasti. Therefore, request to admit number 2 is denied.
3. Mrs. Lee admits the deed referenced in your request to admit number 3 was filed in the Richland County RMC Office. Mrs. Lee had no knowledge of the deed you referenced until the commencement of litigation by the Highway Department to condemn the front portion of the property in question. Mrs. Lee is informed and believes, however, that the deed you referenced is of no effect because of the reasons stated in her answer to the lawsuit filed by Mr. James Anasti. Therefore, request to admit number 3 is denied.
4. Admitted.
5. Denied.

In response to request for production of documents, I have attached copies of depositions recently completed in related litigation. The depositions include copies of materials that Ms. Lee has in her possession that is relevant to your requests. I have also requested Mrs. Lee search other records she may have that may be relevant. If additional information is discovered, I will forward it to you.

Finally, in response to your interrogatories, Mrs. Lee states as follows:

- a. The will of Albert Anasti clearly evidenced his intention to leave the Two Notch property to Mr.s. Lee in fee simple title.
- b. The will of Albert Anasti was properly probated in the Richland County Probate Court with the full and complete knowledge, participation and consent of Mr. James Anasti. During the time period of the probate process, Mrs. Lee was in direct contact with Mr. Anasti even though he resided out of the country. In addition, Mr. Anasti acted and participated in the probate process though his power of attorney. In fact, Mrs. Lee and Mr. Anasti agreed to Mrs. Lee's purchase of a property interest property that Mr. Albert Anasti had left to them jointly in his will. I have attached a copy of the power of attorney that was filed in the Richland County RMC Office for your consideration. Ms. Lee's understanding is that Mr. Anasti left the country to live abroad because he was being investigated by officials in Florida concerning allegations of child sexual molestation in which he allegedly perpetrated and/or otherwise participated. During this process, Mrs. Lee spoke on the telephone with Mr. Anasti and received letters from Mr. Anasti. Mrs. Lee has provided copies of two newspaper articles as well as a letter from Anasti while he residing in Europe. I have attached the documents. Mrs. Lee is unaware of the results of the pending criminal matters.
- c. The deed of distribution was properly authorized by the Richland County Probate Court and properly filed in the office of the Richland County RMC on _____, 1996, more than ten years prior to any claim of Mr. James Anasti to the property in question.

Please feel free to contact me if I may be of further 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

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700

April 18, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., 07-CP-40-00576
Answers to Plaintiff's Request to Admit

Dear Doug:

The answers to your requests to admit are as follows:

1. Admitted.
2. Mrs. Lee admits the deed referenced in your request to admit number 2 was filed in the Richland County RMC Office. Mrs. Lee had no knowledge of the referenced deed until the commencement of litigation by the Highway Department to condemn the front portion of the property in question. Mrs. Lee is informed and believes, however, that the deed you referenced is of no effect because of the reasons stated in her answer to the lawsuit filed by Mr. James Anasti. Therefore, request to admit number 2 is denied.
3. Mrs. Lee admits the deed referenced in your request to admit number 3 was filed in the Richland County RMC Office. Mrs. Lee had no knowledge of the deed you referenced until the commencement of litigation by the Highway Department to condemn the front portion of the property in question. Mrs. Lee is informed and believes, however, that the deed you referenced is of no effect because of the reasons stated in her answer to the lawsuit filed by Mr. James Anasti. Therefore, request to admit number 3 is denied.
4. Admitted.
5. Denied.

Please feel free to contact me if I may be of further assistance.

Douglas N. Truslow, Esquire
April 18
Page 2 of 2

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
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BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

April 18, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., Case No. 07-CP-40-00576

- (a) Objections to Deposition of Gina Lee
- (b) Notice of Deposition of Plaintiff Anasti
- (c) Request for Discovery Conference
- (d) Defendant Lee's First Set of Interrogatories
- (e) Defendant Lee's First Set of Requests to Produce
- (f) Defendant Lee's Amended Answer, Counterclaims and Crossclaim
- (g) Defendant Lee's response to Plaintiff's Request to Produce

Dear Doug:

First, this letter is my written objection to Mrs. Lee's proposed deposition date of April 24 because (a) I am not able to attend on April 24, and (b) the Defendant Wilson has not thirty (30) days to answer Mrs. Lee's cross-claims. Also, as you may be aware, two other cases are pending in Richland County that were brought by Mr. Earle and center about the same or similar issues and facts as the case you recently initiated. I believe it is appropriate for the Court to consider conducting a discovery conference pursuant to Rule 26(f) and perhaps join the cases, at least for discovery not for trial. By copy of this letter, I am advising Mr. Earle and Curtis Dowling of my concerns and requests.

Second, this letter is my notice to you and of the Plaintiff intent to take Mr. Anasti's deposition on the same date and at the same place that Mrs. Lee's deposition is taken by you. Mrs. Lee has advised me that your client has lived out of the country much of the past ten to fifteen years and does not currently live in Richland County. To minimize the burden to everyone, I suggest agreeing to a mutually acceptable time for all depositions to be taken on the same date. If you will advise of several dates convenient to you and your client, I will discuss the matter with Mrs. Lee and let you know. I have deliberately not filed a request for a protective order at this time as Rule 26(f)(5) contemplates we will attempt to work out such issues. I am agreeable to any reasonable schedule for discovery and trial of all cases. As you and Mr. Earle have met in the past, I would appreciate the two of you taking the lead in this matter. Hopefully, everyone will agree that it is best to pursue these issues in an orderly, holistic manner. If so, we can resolve all the cases in a timely fashion.

You have crossed the line between passionate advocacy and unprofessional partisanship. I call on you again to act responsibly. The best course for now is to try our cases. I am ready to do so at the earliest possible time. Most of the facts are of public record.

In closing, I also intend to take the extraordinary step of not honoring further discovery requests from you for three major reasons – your requests and communications have become increasingly harassing and vexatious, you have now taken depositions of every major witness in the case, and you have inspected all documents in my possession, and you have refused to provide me a copy of the document you removed from my files. Please find attached a Motion to Terminate Further Discovery in the current matter. I really do not know how to proceed as I have never taken this step previously. Out of an abundance of caution, I have purposely left the motion short to give you the opportunity to discuss resolving all of our myriad disputes prior to any further action by the Court. I do not want matters to escalate. I simply want to try my case and not to be harassed in the process. Please let me know how you wish to proceed.

I again request that you at least provide me copies of the exact documents you claim are in your possession that you say waive all privilege between me and my client.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

Douglas N. Truslow, Esquire
Page 2 of 2
April 18, 2007

Finally, I am also enclosing Defendant Lee's First Set of Interrogatories, Defendant Lee's First set of Requests to Produce, and Defendant Lee's Amended Answer, Counterclaim and Crossclaim. In response to your request for production of documents, my office is separately sending you a CD that contains PDF versions of the documents you requested. You should receive it within the next few days. In addition, as you are likely aware, we recently completed depositions of Mrs. Lee as well as the other defendants in a companion case brought by Mr. Earle. I have not received a copy of the deposition but will forward you a copy when I receive it if you request. The depositions include copies of materials that Ms. Lee has in her possession that is relevant to your request.

I can be reached at 803.799.1700. My office will take a message and I will return your call. I can also be reached at tony@pdhc.com.

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

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1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

February 23, 2007

VIA fax to 803.256.7659

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 contacted your office this morning and left you a message in regard to the above. I would appreciate you allowing an extension of time for Gina Lee to answer or otherwise respond to the above lawsuit [07-CP-40-00576] until March 31, 2007. If you are unable to do so, I would appreciate you informing me as soon as possible. Otherwise, Ms. Lee will respond to the lawsuit by March 31. Thank you for your consideration in the matter.

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

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

January 2, 2006

VIA fax to 803.254.1335

CONFIDENTIAL

Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

Re: Wilson v. Lee, CA Number 04CP405333

Dear Curtis:

Since I have not heard from you, I wanted to clarify Mrs. Lee's position. Mrs. Lee received the Deed of Distribution to the property in question from the Richland County Probate Court in October, 1995 – more than ten years ago. I have previously sent you the Deed of Distribution and all other documents in my possession. Mrs. Lee respectfully requests [and legally demands] that the Dallis Law Firm, P.A., under their continuing legal and ethical obligations to Mrs. Lee as her attorneys, take no action contrary to her position that she is, and has been [since October, 1995] the rightful owner of the property in question. In addition, Mrs. Lee respectfully requests [and legally demands] that your clients vigorously defend the propriety and legal sufficiency of the documents prepared by them on her behalf, and further vigorously defend her claim as the rightful owner of the property [and/or of the note and mortgage] at the time of the transactions in question, and now. Mrs. Lee also demands to be indemnified of all damages that the Plaintiffs' prove they are entitled to receive. Finally, Mrs. Lee stands ready; able and willing to cooperate and assist your clients in the defense of the lawsuit as you desire.

Please feel free to call me if you wish to discuss the matter prior to tomorrow's meeting. I can be reached on my mobile number – 803.606.5983.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@scbar.org

December 29, 2005

VIA fax to 803.254.1335

CONFIDENTIAL

Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

Re: Wilson v. Lee, CA Number 04CP405333

Dear Curtis:

In regard to your letter faxed to me yesterday, I spoke to your secretary at least twice [and perhaps three times] last week about our meeting. She told me that you had the file working on it, that she was coordinating with Mr. Earle, and that she would call me back after she discussed the matter with you. I told her I was available to do whatever you wished – including attending any meeting. I gave her my mobile number – 803.606.5983. I did not receive another call. I am sorry for any misunderstanding. I am also sorry that Mr. Earle does not appear to be willing to discuss settling the matter.

In a nutshell, Ms. Lee knows nothing about the property other than the following:

1. She was the owner via the deed given her by the Probate Court.
2. She agreed to sell the property to the Plaintiffs as outlined in the agreements drafted by the Dallis Law Firm, and
3. She relied upon the Dallis Law Firm to represent her interests in the entire transaction – from drafting the initial agreements of sale to searching the title to preparing the deed and mortgage. In this context, she wonders why she did not receive title insurance to protect her interests.

We all know the obvious breakdown was the errant title search. If there is a defect in the title, the Dallis Law Firm is responsible for all damages to the Plaintiff associated therewith, and is also responsible for indemnifying Ms. Lee against all damages claimed by the Plaintiffs. If title insurance had been delivered to Ms. Lee, then, obviously, she would be indemnified.

I am at a loss to further specify damages until the Plaintiffs assert their position on the matter with some specificity. In any event, Ms. Lee expects the Dallis Law Firm to

Curtis W. Dowling, Esquire
December 29, 2005
Page 2 of 2

protect her interests – including defending her ownership of the property and protecting her mortgage interest. Their obligations as her attorneys are continuing. If you would advise me of your client's position, I can discuss the same with Gina. She has agreed to cooperate with any reasonable solution to these matters. She would like them to be resolved with as little additional conflict as possible.

Also, I suggest that, at this point, it is in our clients best interest to cooperate on a defense strategy. My thoughts are that we take the position that the title is good, and that the Plaintiffs have no damages. In addition, since they have refused to make payments on the mortgage, they are in default and the mortgage should be foreclosed against them. By so doing, the initial conflict becomes a non-jury matter that we could request be either referred to the master or that the Court consider prior to allowing the Plaintiff to go forward with their damage claims. If this is successful, it accomplished several goals – the most important being to limit damages that the Plaintiff may be otherwise entitled to receive and, secondarily, allows time to clear the title which will limit the damages.

Finally, I would appreciate you responding to my discovery requests.

I will in the office today until noon or so, and will be out-of-town until next Thursday. Please call me and let me know how you wish to proceed.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

December 4, 2005

VIA fax to 803.254.1335

Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

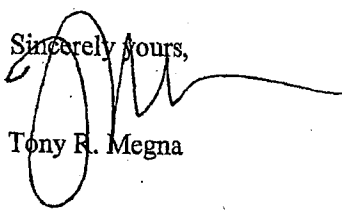
Re: Wilson v. Lee, CA Number 04CP405333

Dear Curtis:

I would appreciate you calling me to discuss the depositions noticed at your office on December 21. That is a difficult week for me and I would appreciate your consideration in the matter. Also, I have not received the information I need to review from either you or Tom in order to prepare for trial. I know everyone is busy, but I feel certain we could accommodate all of our needs, take depositions, and prepare the matter for trial, if we discussed the issues instead of allowing matters to escalate unnecessarily. I am taking the initial step and requesting you call me at your convenience on either my cell phone [803.606.5983] or my direct office line - 803.933.9565. I will be in the office Monday morning, and look forward to hearing from you then. Perhaps you could also advise of your client's position on the case at this time so that I can discuss the same with Gina. Again, I look forward to hearing from you and to resolving these matters.

With kind regards, I remain

Sincerely yours,


Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

Thomas G. Earle, Attorney at Law
1735 St. Julian Place, Suite 103
Columbia, SC 29204
Via facsimile to 803-254-7755

Tom -
Please call me.
Thanky - Tony

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@sbar.org

July 29, 2005

Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Re: Wilson v. Lee, CA Number 04CP405333

Dear Curtis and Tom:

Please find enclosed documents that Ms. Lee is producing as Curtis has requested. Ms. Lee has requested I convey to you both that the Dallis Law firm, P.A. should have in its possession most, if not all, of the documents requested of her, and that the file(s) of the Dallis Law Firm, PA is most likely more complete than the documents she has been able to locate and provide to you.

I have also enclosed Ms. Lee's first set of interrogatories to the Plaintiffs and to the Dallis Law Firm, PA that I would appreciate you responding to at your earliest convenience. In addition, and pursuant to Rule 34, SCRPC, I respectfully request that both of you provide all documents known to you relating in any manner whatsoever to the dispute between the parties, including but not limited to the documents requested in the enclosed interrogatories.

Finally, I would appreciate you advising me if any additional attorneys or others are involved in these proceedings so that I can make certain they receive the same information I am forwarding to you.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
Facsimile: 803-753-9004
tony.megna@scbar.org

January 7, 2005

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Re: Wilson v. Lee, CA Number 04CP405333

Dear Mr. Earle:

Please find enclosed my Motion pursuant to Rule 19, SCRPC, to add James Anasti and the Dallas Law Firm, P.A. as parties needed for a just adjudication to the above-referenced action. After reviewing the information available to me, I do not believe complete relief can be accorded among the existing parties without joinder. Also, as a practical matter, Mr. Anasti will more likely than not claim an interest in the property. Therefore, disposition of the action in his absence may, as a practical matter, impair or impede his ability to protect that interest and leave my client at substantial risk of inconsistent obligations by reason of his claimed interest.

If you agree with the foregoing, please let me know and I will draft a consent order advising the Court that amended pleadings need to be prepared, filed, and served. Otherwise, I will file the Motion next week.

Finally, I would appreciate you advising me of the attorney(s) representing the Dallas Law firm, PA in they are known to you.

I look forward to hearing from you. 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
Facsimile: 803-753-9004
tony.megna@scbar.org

January 12, 2005

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Re: Wilson v. Lee, CA.Number 04CP405333

Dear Mr. Earle:

Please find enclosed my Motion that I have filed this date with the Clerk of Court pursuant to Rule 19, SCRCP, to add James Anasti and the Dallas Law Firm, P.A. as parties needed for a just adjudication to the above-referenced action. As stated in my letter to you dated January 7, 2005, I do not believe complete relief can be accorded among the existing parties without joinder. Also, as a practical matter, Mr. Anasti will more likely than not claim an interest in the property. Therefore, disposition of the action in his absence may, as a practical matter, impair or impede his ability to protect that interest and leave my client at substantial risk of inconsistent obligations by reason of his claimed interest.

If you agree with the foregoing, please let me know and I will draft a consent order advising the Court that amended pleadings need to be prepared, filed, and served.

Finally, I would appreciate you advising me of the attorney(s) representing the Dallas Law firm, PA in they are known to you.

I look forward to hearing from you. With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
Facsimile: 803-753-9004
tony.megna@scbar.org

December 6, 2004

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Re: Wilson v. Lee, CA Number 04CP405333

Dear Mr. Earle:

Pursuant to our conversation of this date, this letter is to confirm your agreement to extend the time for answering the complaint filed against Mrs. Gina Lee until January 15, 2005. You also agreed to send me a copy of the lawsuit you filed against the Dallas Law Firm pertaining to this matter as well as other documents in your possession that were pertinent to the lawsuit.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

COPY

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, please 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

COPY

TONY R. MEGNA
ATTORNEY-AT-LAW
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BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
Facsimile: 803-753-9004
tony.megna@schar.org

November 29, 2004

Via facsimile to 803-254-7755

Thomas G. Earle
Attorney at Law
1735 St. Julian Place
Suite 103
Columbia, SC 29204

Re: Wilson v. Lee, CA Number 04CP405333

Dear Mr. Earle:

I have not heard from you in regard to our conversation of November 11, 2004. If you recall, I indicated I was assisting Ms. Lee in the lawsuit that was filed against her on November 12, 2004. You agreed to send me a copy of the lawsuit you filed against the Dallas Law Firm as well as other documents in your possession that were pertinent to the lawsuit. In addition, my understanding was that you would confirm our agreement allowing Ms. Lee a general extension of time until the end of January, 2005 to answer the lawsuit filed against her. Please understand that Ms. Lee is relying on the general extension of time the lawsuit to answer unless you advise me, in writing, to the contrary.

Please feel free to contact me at your convenience. Otherwise, I look forward to receiving the information we discussed, and will advise Ms. Lee to provide an answer to the lawsuit as indicated herein.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016



Tony R. Megna <tmegna@gmail.com>

Lee v Anasti

1 message

Tony R. Megna <tmegna@gmail.com>

Fri, Nov 4, 2011 at 4:53 PM

To: "Douglas N. Truslow" <douglastruslow@truslowlaw.com>

Bcc: gina.lee58@gmail.com, Ben Matthews <benrusmat@gmail.com>

Douglas-

Thank you for your letter dated October 28, 2011 [received on November 1, 2011]. Before I could respond to it, I received [on November 2, 2011] a copy of your letter to Judge Lee. I replied to your letter to Judge Lee, and provided a copy to you which you should have received by now. For your convenience, however, I have also attached a copy of the correspondence to Judge Lee to this email. As you continue to evaluate matters, I trust you will thoughtfully consider whether or or your requests to Judge Lee are intentional violations of 11 USC Section 362.

A reasonable option to end matters between Ms. Lee and Mr. Anasti as to the final determination of the ownership of the Two Notch property is to remove the uncertainty regarding the issues pending in the Fourth Circuit. I suggest we consider arbitrating the issue of ownership of the property with finality (with time limits of a few hours). If you are agreeable, please let me know so that we can work out the specifics of such an arrangement.

I appreciate you taking the time to consider alternative means of resolving the disputes between Mr. Anasti and Ms. Lee. I look forward to hearing from you.

Best 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

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.

12/31/13

Gmail - Lee v Anast

 **Judge Lee Letter 11-03-2011.pdf**
452K

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA
CHAPTER 13 PROCEEDING
CASE NUMBER: 09-02854

IN RE:

Gina Anasti Lee,

Debtor.

I have been informed of the Appeals filed with the Bankruptcy Court and now pending before US District Court. I am fully aware of the nature of the appeals, and have given my consent to the appealing of these issues of law as I remain firm that the Two Notch property belongs to me and has always belonged to me per my Father's wishes as stated in his Last Will and Testament and the fact that during the probate of my father's estate there was never a question that I owned the Two Notch property. In fact, my brother was very much involved in the probate proceedings and agreed to my ownership of the Two Notch property.

In addition, I have been informed of the nature of the continuing bankruptcy proceedings and understand that the Two Notch property, if ownership is determined to be in my name, is property of the bankruptcy estate.

Gina A. Lee
Gina A. Lee

SWORN TO before me this

24 day of February 2010.

Harriet L. Lebb (L.S.)

Notary Public for South Carolina

My Commission expires: 4-17-12

COPY

Memorandum

To: Gina Lee
From: Tony R. Megna
Date: 9/8/2008
Re: Anasti v. Lee [2007-CP-40-0576]

Dear Gina:

As you and I discussed on the telephone on September 8, 2008, I have requested Dick Harpootlian assist me with your case against James Anasti. Dick has agreed to do so subject to the following understandings.

First, as you and I have discussed, Mr. Anasti has obtained a judgment [by arbitration] against you, and Mr. Anasti's lawyer has, once again, made accusations of impropriety against both you and me. You and I have discussed these matters, and you have determined that it is in your individual interests for me to continue to represent you, and to have Mr. Harpootlian assist me and represent our collective interests. Potential conflicts of interest, including but not limited to the accusations made by Mr. Anasti's lawyer between you and me, are expressly waived by you. You also understand and agree that Mr. Harpootlian and I may freely convey between us in regard to the case.

Obviously, as are you, I am terribly sorry that the arbitration did not turn out differently. However, we have filed a Motion to Vacate the Arbitration, [which you received together with the arbitration award], and are still awaiting a decision. I will let you know when I hear further in this regard.

Sincerely yours,

Tony R. Megna

I understand, agree and consent to the foregoing:

Gina Lee
Gina Lee

L.S.

James A. Harpootlian
Witness

STATE OF SOUTH CAROLINA

James Anasti,

Plaintiffs,

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

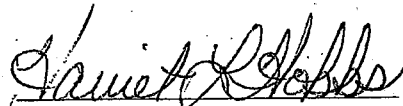
CERTIFICATE OF SERVICE

I hereby certify that a copy of the Defendant Lee's Affidavit was served upon the parties listed below on the 8th day of Jan, 2008, by placing a copy of same in the United States Mail with first class postage annexed thereto, to the following:

Douglas N. Truslow, Esquire
PO Box 1465,
Columbia, SC 29202
Telephone Number: 803-256-6276

Thomas G. Earle, Esquire
1735 St. Julian Place, Suite 103
Columbia, SC 29204
Telephone Number: 803-254-2791

The Honorable Barbara A. Scott
Richland County Clerk of Court
P.O. Box 2766
Columbia, SC 29202-2766
Telephone Number: 803-748-4684


Harriet L. Hobbs
803-799-1700

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

In Re: Tony R. Megna, Benjamin R. Matthews,
and Matthews and Megna, LLC

Civil Action No.: 2007-CP-40-0576

James A. Anasti

Plaintiff,

vs.

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

Defendants.

CERTIFICATE OF SERVICE

FILED
RICHLAND COUNTY
2014 JAN 13 PM 4:11
JEROME W. McBRIDE
CLERK C.C.P. & C.S.

I, Jaime Harmon, the undersigned employee of Lewis Babcock & Griffin LLP, attorneys for Tony R. Megna, Benjamin R. Matthews, and Matthews and Megna, LLC, do hereby certify that I have served a copy of the foregoing **Memorandum in Opposition to Plaintiff's Request for Monetary Sanctions** in connection with the above-referenced case by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

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

Jaime Harmon

Columbia, South Carolina
January 13, 2014

COPY

STATE OF SOUTH CAROLINA)

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND)

JAMES A. ANASTI,)

Case No.: 2007-CP-40-0576

Plaintiff,)

vs.)

**RETURN TO MEGNA'S
MEMORANDUM
OPPOSING SANCTIONS**

LANCE WILSON,)

WILLIS GOODWIN,)

GINA L. ANASTI LEE,)

And RICHLAND COUNTY)

CLERK OF COURT,¹)

Defendants.)

In Re: Sanctions against Lee's
former attorney Megna)

RICHLAND COUNTY
FILED
2014 JAN 23 AM 11:41
JEANETTE W. MCGRIDE
J.C.P. & G.S.

Responding to Megna's Memorandum opposing sanctions (by his Roman numeral designations), Plaintiff would show:

I. & II. The Assertions By Megna Have Previously Been Found By The Court(s) To Be Without Merit. His Current Arguments Are Irrelevant. They Are Designed Merely To Detract From The Core Issue Of Sanctions To Be Awarded.

Both in his submission and in his exhibits, Megna initially attempts to relitigate and rehash issues, which he conclusively lost. Moreover, what he contends occurred in the Court previously has been taken out of context, is inconsistent with what actually occurred, is inaccurate time-wise and is otherwise irrelevant.

¹ For reasons that are of record, the named Defendants are no longer involved. Summary judgment has been granted. Goodwin and Wilson have confessed judgment as to their damages; Lee has been discharged in bankruptcy; the Clerk of Court has paid the money it was holding (per a DOT condemnation award) pending resolution of the case (to Plaintiff). The only remaining issue relates to sanctions against Lee's former attorney Tony Megna.

For a party to be granted summary judgment, there must be no legitimate legal or factual dispute. The Court found in this case that there was no legitimate issue in controversy. The evidence and law entitling Plaintiff to summary judgment was overwhelming. Plaintiff was granted summary judgment, and the Court's Order was not reversed, vacated or modified on appeal.² Thus, that is "the law of the case", using Megna's terminology and the applicable law cited.

Summary judgment is typically a predicate for Rule 11 sanctions. Hanahan v. Simpson, 360 S.C. 140, 485 S.E. 2d 903, 912-13 (1977), Whitefield Construction v. Bank of Tokyo Trust, 338 S.C. 207, S.E.2d 888, 896 (Ct. of App. 1999). The issues Megna did not abandon at or before the summary judgment hearing, he lost;³ summary judgment was granted to Plaintiff. Megna had no "solid grounds" to make the arguments he made. He had no honest grounds. The grounds he asserted were totally frivolous, disingenuous ones from the inception. Megna knew it, but proceeded nonetheless.

Plaintiff promptly and timely moved for Rule 11 sanctions within ten days after receipt of the summary judgment Order. That sanctions motion is now before the Court. It has not been heard before now precisely because of Megna's duplicitous delaying tactics that included the filing of multiple State appeals (rejected for lack of jurisdiction), Lee's bankruptcy (and Megna's multiple Federal appeals, all of which he lost) and other conduct previously described in detail in Plaintiff's initial memorandum – in which Megna was found by the Court on two separate occasions to be untruthful (which Orders were not "reversed on appeal" and "vacated" as Megna falsely represented to the Bankruptcy Court). Those two Orders also are, using Megna's terminology, "the law of the case" – that he has been found by the Court in this case to have been grossly dishonest/deceitful.

It has been established beyond any reasonable doubt that (a) Megna knew from the inception of litigation that there was no basis for the claims he was advancing and (b) he urged his apparently malleable, vulnerable and unsophisticated client Lee to follow his

² Megna has alleged elsewhere (see his Exhibit 7, IV, page 5) that Lee survived summary judgment. Megna also claimed that the Orders of Judge Manning dated April 3, 2008 and April 1, 2009 were reversed and vacated. Megna's assertions are untrue.

³ Megna made clear both before and at the summary judgment hearing that he was making no claim based on probate or under the deed; his argument was that Lee (a) had not sold the property in question and (b) she continued to exclusively possess it from 1996 through 2007 so as to acquire it by way of adverse possession.

recommendations to advance frivolous claims. The fact that Megna did it in two separate but related "companion cases" proves that it was no mistake or "accident". Megna acted intentionally and purposefully for illegitimate, self serving purposes. (See Plaintiff's Exhibit 4 for further corroboration). The result in this case was that Megna lost at summary judgment. The result in the other case (in which Plaintiff was not involved) was that Megna's misconduct caused his client to have a \$216,000 arbitration verdict rendered against her – which clearly could have been avoided and which ultimately placed her in bankruptcy – filed by Megna's law firm on April 15, 2009 after the Circuit Court found on two separate occasions, the last being on April 1, 2009, that Megna had been untruthful in this case and that his appeal was untimely. The Circuit Court's findings and conclusions were not overturned on appeal. Once again, using Megna's own words, his untruthfulness is "the law of the case". Sanctions are warranted.

Megna's conduct has been far more egregious than that found in Bon Secours v. Wieters, Opinion No. 27016 Heard March 2, 2011 - Filed August 1, 2011, Ex Parte Gregory, (opinion filed June 16, 2008) or in In Re White, *infra*. In Bon Secours, the attorney was sanctioned for filing vexatious pleadings. Lack of good cause was deemed the basis. Bon Secours cited Runyan v. Wright, 471 SE 2d 1996 and Rule 11. The conduct in none of those cases was nearly as egregious and vexatious as what occurred herein. In Gregory, the attorney was sanctioned for not properly investigating a matter presented to him by a client. Here, Megna had the necessary facts from the inception. Notably, Lee had submitted them to a respected real estate title company/attorney for an investigation and a title opinion before engaging Megna in the 2004 companion case litigation. In 2004, Megna received the title opinion reflecting that the claims Megna ultimately advanced were without merit. He then wrote to Lee suggesting that they pursue them anyway. He then filed the frivolous defense pleadings, knowing all the while that they had no merit. To compound the seriousness of his misconduct, Megna repeated them again in this litigation in 2007. Thus, Megna undoubtedly already knew (in 2004) before he filed anything that the claims he proposed and then continued to advance were without any merit whatsoever. Megna expressly requested that the real estate lawyer, from whom his client Lee had sought an opinion, join him in the litigation on a "contingency basis". The real estate lawyer declined and reiterated that Lee had sold the

property.⁴ Megna nonetheless knowingly and willfully urged his client to pursue the claims as “leverage”, so as to gain an unfair, unethical advantage. That conduct by Megna is the very definition and height of bad faith and unfair dealing. Sanctions are certainly warranted.

Megna goes on in his memorandum, almost *ad nauseum*, to make contrary, internally inconsistent arguments, in a misguided attempt to assert that his claims were factually and legally compelling, *to wit: he has attempted to reargue once again the merits of a case he conclusively lost*. Then, in other arguments, Megna again refers to “the law of the case”, as if he won. Illogically, he asserts that Judge Manning’s two Orders were “reversed”, “vacated”, ignored and given no weight by the Court of Appeals. A simple reference to Megna’s Exhibit 5 (The Court of Appeals decision) disproves what Megna contends. Then, Megna further confuses the standards for Rule 11 sanctions with tort concepts and malicious prosecution. All Megna arguments should be rejected for the reasons set forth *supra* and *infra*. The real issue is the amount of sanctions to be awarded Plaintiff and independent sanctions that may be imposed, *sua sponte*, by this Court.⁵ Megna’s attempts to bury his misconduct in the context of irrelevant details and in the context of matters already decided is misplaced.

In a contrived effort to excuse his conduct, Megna makes much of the fact that his (former) client Lee had in the past signed affidavits consenting to the course of conduct he proposed and pursued. He appears to argue that he was doing no more than simply acting as a scrivener, with Lee’s permission. Megna’s argument is once again both inconsistent and irrelevant. Moreover, it actually supports Plaintiff’s argument – Megna (emphasis added) prepared all Lee’s pleadings. He was required to do so in compliance with Rule 11. He did the opposite. Megna has answered Lee’s discovery, albeit not fully or accurately. Megna prepared Lee’s initial affidavits. He ultimately admitted that fact when questioned by the Court at summary judgment. Megna knew at the time that what he was submitting and arguing was untrue. Moreover, Megna failed to heed the Court’s admonitions that he/Lee was not acting fairly and would ultimately lose. Furthermore,

⁴ Ironically, the real estate lawyer was Megna’s former law partner.

⁵ Another Court found separate and distinct misconduct by Megna in this case and another to be so egregious that it issued sanctions against him in both cases, *sua sponte*, as well as awarding legal fees as a sanction in those matters.

Megna should have known that an attorney is not legally or ethically allowed to advance frivolous or false claims, much less engage in unethical, disingenuous conduct in the name of zealously representing a client. Zealousness does not mean that an attorney may knowingly present dishonest claims. If Megna is not aware of those legal, ethical restraints attendant to an attorney's representation, perhaps it explains (but does not excuse) his conduct in this case. In In Re: White, the Supreme Court stated:

"We agree that an attorney has an obligation to provide zealous representation to a client. However, an attorney also has a corresponding obligation to opposing parties, the public, his profession, the courts, and others to behave in a civilized and professional manner..."

When the attorney in White attempted to excuse his conduct by asserting that he was acting at his client's request, the State Supreme Court stated:

"Respondent (an attorney) cannot discharge his responsibility by simply stating that he was asked to behave in this unprofessional manner by his client".

Setting aside the (irrelevant) issue of whether Lee was also complicit, it is clear that Megna failed to extend advantageous settlement offers to Lee. More to the point, once Lee figured out that it was Megna whose disingenuous claims caused her to (1) not only lose at summary judgment, but to then (2) lose a \$216,000 judgment in the companion case, (3) have Megna found (twice) to have been grossly untruthful in dealing with the Circuit Court, then (4) place her in bankruptcy and then use it as a shield to avoid sanctions against him and then (5) lose all further appeals at all levels, she sought new counsel. The Court has the benefit of Lee's current affidavits showing that it was Megna who dreamt up fraudulent defenses; Lee merely coalesed. That aside, an attorney is not immune from sanctions merely because his client wants him to do something dishonest or unethical. In an effort to avoid redundancy, Plaintiff craves reference to the standards demanded of an attorney and their applicability to this case

(See Plaintiff's Exhibit 12 attached hereto). Notably, Megna has not asserted that prevailing law should be modified, eg. that three or four years should be the new standard for adverse possession purposes. Instead, Megna argued that Lee had maintained actual, hostile possession of the property in question, to the exclusion of all others, for more than ten years (from 1996 until 2007). All the while, Megna knew beyond any doubt that Lee had "sold" the property in 2000 (and that the "purchasers" supported Plaintiff's claim of ownership). Thus, Megna has compounded his ethical problems and exposure to sanctions by advancing claims that he has always known to have been untrue factually and without any merit legally.

Finally, and to make Plaintiff's point yet again, the context of both Plaintiff's and Lee's deposition testimony may be juxtaposed against Lee's affidavits, Megna's arguments to the Court at the summary judgment hearing and his arguments herein. Megna conceded at summary judgment that he prepared Lee's affidavits. The exchange with the Court proves beyond question that it was Megna who was the instigator and culpable wrongdoer. This is obvious because Lee testified in two depositions in two separate cases. She confirmed repeatedly and consistently that she had sold the property in question after holding it for less than the period required for adverse possession to be a viable claim. She repeatedly acknowledged that she had no interest in it after the sale and that she had not possessed it thereafter exclusively, hostilely or otherwise....she did not even visit it after the sale. Again, it was Megna who argued that his own client Lee should not be believed and that she had not sold the property. He even argued that Lee could not have sold the property because she could not sell what she did not own. (See transcript of summary judgment.) That argument by Megna is so far from the truth that if he had been under oath, he would be at risk of a perjury charge. Besides, Megna is not immune from sanctions merely because his (former) client may have conspired and/or been misled to participate in a dishonest scheme with him for their mutual financial gain. It is notable that, in opposing summary judgment and at the summary judgment hearing, Megna conceded all but one ground and it was the one that was perhaps most frivolous – that Lee exclusively and hostilely held the real estate in question from 1996 until 2007. Megna knew Lee had sold the property in 2000 and had disavowed in two separate depositions her ownership. All the while Megna was making the untruthful claims of

Lee's continuous and exclusive ownership, he was independently pursuing a foreclosure action against Goodwin and Wilson (buyers of the property from Lee in 2000) and a claim of legal malpractice against the lawyer who he alleged had mishandled Lee's real estate closing with the purchasers.⁶ That is the absolute antithesis of "good faith" and Megna's argument of continuous ownership for more than ten years. Once again, Megna's conduct calls for sanctions.

In attempting to now reargue the merits of the case he lost, Megna references the appeal he (untimely) filed. Megna lost the appeal on a jurisdictional basis – he was untimely, in conjunction with having been found to have been grossly untruthful to the Circuit Court. That conclusion was not overturned on appeal. Megna's appeal(s) was jurisdictionally defective from the inception. There was no jurisdiction over the appeal. The appeal was dismissed on a threshold basis as set forth under Appellate Rule 220(b)(1). Megna's petition for writ of certiorari was denied. The case was then remitted.

Thus, it is once more the "law of the case" that;

- The claims Megna has advanced have never had any merit.
- Megna has repeatedly been untruthful.
- Judge Manning's Order(s) were not reversed on appeal as Megna asserted to the Bankruptcy Court in a scheme to delay the imposition of sanctions even further and to exhaust Plaintiff financially.
- Megna unfairly attacked opposing counsel and opposing counsel showed remarkable restraint (See the Orders of Judge Manning and in particular the last paragraph of his April 3, 2008 Order, in conjunction with footnote 5 of his April 1 Order).
- Megna's misconduct was accompanied by serious and substantial misstatements and other errors at the most basic levels of ethical compliance expected of an attorney.
- There was no jurisdiction over the case on appeal. Thus, the case was remitted, paving the way so that the consequences of Megna's gross

⁶ Megna lost that case in part because he had missed the applicable statute of limitations. Otherwise, Lee suffered no damages because of that attorney/his title abstractor's error.

misconduct could be addressed by this Court and under the authority set forth in Austin, discussed *infra*.

Finally, the cases cited by Megna afford him no relief and otherwise are clearly distinguishable. As but one example, Megna cites Watson v. Sellers. It was a RLTA case involving alleged landlord deficiencies and personal injury. It was not a sanctions case. At trial, Defendant's counsel did not object to hearsay/did not make a proper record for appeal. In rejecting the appeal, the appellate court pointed out that a lawyer has a duty to zealously represent a client by both timely objecting and making a record, should he opt to appeal. The appellant did not do so. The appellant lost for failure to make a record. It was that simple. The Watson case did not involve the issues addressed herein.

III. & IV. Appeals And Bankruptcy

Plaintiff has comprehensively presented his arguments and justification for sanctions, including numerous affidavits of competent attorneys and a timeline in context. No further response to Megna's argument is necessary except to dispute Megna's claims and reiterate:

- 1) It was Megna's mishandling of the case(s) that resulted in Lee's bankruptcy. The timing of Lee's bankruptcy filing was April 15, 2009 (not February as Megna claims in his memorandum). That date is not coincidental. The bankruptcy filing immediately followed Megna's receipt of the second Order of Judge Manning, reaffirming Megna's untruthfulness and finding additional deceit.
- 2) The Bankruptcy Court did not ever find that Megna acted in "good faith". The contrary is expressed in the Court's Orders.
- 3) It was Megna's misconduct and continuous inattention to detail that resulted in the ultimate dismissal of the appeal on a jurisdictional basis (emphasis added). The Court of Appeals did not address the merits of the case. Megna has now argued to two separate and distinct Circuit Courts (Judge Lee in his November 3, 2011 letter and Judge Baxley in his March 19, 2012 "Synopsis" and at his separate and distinct sanctions hearing) that the Court of Appeals addressed the merits, denied all Plaintiff's claims for damages and that there

was nothing left before the Court. Those assertions by Megna were, of course, untrue, but that is what he contended. The simple fact is that the Court of Appeals limited the appeal filed by Megna to the threshold issue of jurisdiction. It then found that it had no jurisdiction. Thus, the summary judgment Order was and still is "the law of the case". Likewise, the pertinent "law of the case" relative to a part of Megna's sanctionable misconduct is contained in Judge Manning's two Orders. Under Megna's theory, the Court of Appeals approved of Megna's misconduct. The issue of misconduct before the Circuit Court was not before the Court of Appeals in the context in which Megna defines it. Furthermore, the law appears to be quite clear in supporting the proposition that jurisdiction to impose sanctions is initially to be vested in this Court. Austin v. Stokes Craven Holding, Opinion No. 27324 Submitted September 16, 2013 – Filed October 23, 2013 (commencing at page 10) and for the reasons set forth in Plaintiff's initial memorandum.

- 4) Megna has failed to address in any meaningful way the findings and conclusions of Judge Manning (that Megna was more seriously untruthful than merely being wrong or mistaken) and why Megna would (a) falsely assert to the Bankruptcy Court that Judge Manning's Orders were "reversed" and "vacated" on appeal and (b) why Megna would represent to two separate Circuit Court Judges on separate and distinct occasions after Remittitur that the case, as well as sanctions to be imposed against him, were stayed by bankruptcy (see Megna's letter to Judge Lee dated November 3, 2011 and his "Synopsis" to Judge Baxley dated March 19, 2012). Once again, Megna has been untruthful. He simply will not address his multiple attempts to deceive, even now.
- 5) Megna's submission of his Exhibit 7 is contrary to the argument he now makes. Megna should be judicially estopped to now make a factual argument inconsistent with what he has previously argued Carrig and Schmitt v. Cannon, opinion 3384, filed September 10, 2001. In particular, Megna previously argued that:

- a) Excepting the issue of whether there was jurisdiction over the appeal, all other matters were stayed (emphasis added)..(pages 1-3)
- b) The complete issue of sanctions (including those pending before the Circuit Court and not yet heard) was litigated by the Circuit Court and resolved in his favor. (pages 4-5)
- c) He/Lee survived summary judgment. (pages 5-6)
- d) It was "undisputed" that he was timely in the appeal. (pages 6-8)
- e) The Circuit Court (Judge Manning) was wrong. (pages 11-13)
- f) A motion for sanctions would not be timely until all aspects of the appeals were complete and that he was in fact pursuing the matter (e.g. the appeal) further.
- g) Megna, conceded that the appellate motion for sanctions was limited to Rule 269 and that the Motion to Dismiss was not initially granted for lack of jurisdiction (until briefs were submitted in March 2010, at which time to appeal was in fact dismissed as untimely). (pages 9-10)

While what Megna asserted has been proven to be untrue, it is what he asserted in the Appellate Court and it was limited in scope to that venue. Again, he is to be jurisdictionally and collaterally estopped from asserting otherwise.

It is also significant Megna filed a motion to rehear (which was denied). He then petitioned for writ of certiorari (which was likewise denied). The case was then remitted. Thus, the decision in Austin cited, *infra*, is a proper application of law. Despite these facts and circumstances, Megna then argued in his November 3, 2011 letter that everything was stayed (including sanctions against him personally).⁷ Megna also claimed (falsely) that damages were resolved in his favor on appeal. Of course, what he claimed was untrue, but that is what Megna argued.⁸ Simply stated, Megna is estopped to take an ever changing positions now.

⁷ He argues the bankruptcy is/was not final (which was not true at the time). Megna lost all Federal appeals, as well.

⁸ He made similar false arguments to Judge Baxley when faced with other, distinct sanctions and this Court has the benefit of Judge Baxley's Order(s).

V. Discovery

No additional response is necessary. The point has been made in the initial submission and as otherwise set forth in the record.

VI. Megna's "Settlement Offers"

Megna asserts that Plaintiff ignored all his attempts to settle the underlying case. Megna's argument is both grossly inaccurate and grossly out of context. The following proves it:

What Megna calls his "offer number one" is dated **April 15, 2009**. The case was filed more than two years earlier in **January, 2007**. The timing of Megna's "offer number one" is suspect. **April 15, 2009** is the day Megna filed Lee's bankruptcy and it follows Judge Manning's second, conclusive Order finding Megna to be untimely and untruthful (but with more emphasis on Megna's further duplicity). More importantly, **Megna could not have made a genuine "offer" at that time**. This is so because any such "offer" would then immediately be stayed by bankruptcy and actually owned at that time by the Bankruptcy Trustee (and retroactively for a statutorily designated time prior thereto). In fact, Megna has repeatedly argued elsewhere that matters were stayed by virtue of Lee's bankruptcy. He was successful in having the case stayed, so the factual prerequisite has been made. Once again, judicial and collateral estoppels are appropriate because what Megna has argued and done has not been equitable. Plaintiff engaged a bankruptcy attorney (Mr. Licata) and confirmed the initial bankruptcy stay, again confirming the fact. The fact that Megna changed Lee's bankruptcy form from a Chapter 7 to 13 or *vice versa* when the Trustee did not agree with him affords him no relief whatsoever. It does the converse. This is especially so because the second Trustee did not agree with Megna either. Megna cannot have it four different ways -- arguing out of one side of his mouth that (a) he could settle title to the property on April 15, 2009, while simultaneously arguing in Bankruptcy Court, to this Court and the Court of Appeals that the property in question was a bankruptcy asset and must be re-determined through bankruptcy litigation; then, (b) out of the other side of his mouth arguing that everything

remained stayed on multiple levels. Just as Judge Kinard observed at summary judgment, Megna is once again "talking out of four sides of his mouth".

To emphasize the frivolousness of the gist of Megna's argument and timing of his "offer" to settle:

(a) Megna could not legally do at that time what he proposed, precisely because of applicable bankruptcy law. He certainly knew it; he even later urged repeatedly that all matters should be stayed pending conclusion of the bankruptcy.

(b) With the filing of Lee's bankruptcy, any theoretical claim to the property at issue would then be owned by the Bankruptcy Trustee if indeed there were any cognizable claims to it.⁹

(c) Certainly Megna could not negotiate a settlement at that point, but he has inexplicably represented that he could. And;

(d) Megna's "offer" was more than two years after litigation commenced and more than a year after summary judgment had been granted. That delay is not "good faith", nor does it reflect due diligence.

These circumstances too prove that Megna was engaging in disingenuous conduct. Otherwise, it is the antithesis of a good faith attempt to resolve the case. Simply stated Megna's submission of his "settlement" argument makes his position even more troublesome and disingenuous.

What Megna refers to as "offer number two" fails for the same reasons. Notable is the Bankruptcy Court's Order of November 9, 2009 and especially the conclusion of law at page six (see Plaintiff's Exhibit 8 to this Court). Further demonstrating Megna's disingenuousness, reference is made to the Court's Order dated January 15, 2010, page 2:

"It is apparent that one of the primary reasons Debtor filed for bankruptcy relief was to escape the consequences of the State order and any determination that the order was final due to the untimely appeal filed

⁹ The Trustee(s) quickly found and concluded that the property which Megna proposed to "settle" was not an asset of the bankruptcy estate, thus establishing once again (a) the lack of merit in Megna's arguments and (b) that he was engaging in a transparent attempt to delay the imposition of sanctions against him personally.

by Debtor or her counsel" (Megna is the counsel referred to.)

And;

"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 pursuant to an action to benefit creditors, has not objected to Anasti having relief..."

And;

"...although Debtor is the party who filed the appeal in State Court, when faced with the issue of timeliness of her appeal and possible issue of attorney error, she filed bankruptcy to prohibit such a ruling."

Finally, in the Court's Order filed April 15, 2010, the Bankruptcy Court ruled, *inter alia*, that;

"Debtor shall not incur indebtedness not sell, encumber or transfer any interest in estate property outside the ordinary course of business without approval of the Court."

Megna received no such approval from the Court. His claim for legal fees was apparently not even approved for payment.

In essence, Megna has argued herein that he proposed to "settle" a case which he must concede he knew he could not achieve. He was prohibited from doing so and more egregiously – he has again argued elsewhere repeatedly that he and Lee were stayed from doing what he proposed to do, by virtue of bankruptcy law. That is not "good faith"; it is once again "bad faith".

Megna next argues that Lee would have agreed to sell the property and place funds in escrow (prior to her bankruptcy). He makes that assertion despite having asserted the exact opposite at the time. Furthermore, there is no affidavit or any other time-relevant, contemporaneous documentation from Lee supporting Megna's contention that Lee would have agreed to a sale and escrow of sale proceeds. Moreover, the fact that Megna has no record of having passed on to Lee Plaintiff's multiple offers for resolution (discussed *infra*) before bankruptcy is no one's fault but his own. Besides it is irrelevant to the issue herein.

Claims that the property could have been sold to an interested buyer in 2009 is likewise disingenuous. This is so because the offer by the interested buyer was withdrawn in 2008 – when Megna would not attempt to resolve the issues and would not relent in his attempts to untimely appeal and place a cloud on the title that could not be removed at the time. Thus, the property could not be sold by Plaintiff. Also of further significance is the fact that Megna had attempted to file an adversary action in bankruptcy court in 2009, precisely so as to obtain the property, which would then ostensibly be turned over to the creditors for sale, not to Plaintiff for sale and escrow of funds. Prior to that time (bankruptcy), if it was indeed Lee's property, the Court could not force her to sell, and Lee did not express a desire to do so in any event. In fact, at that point, Megna had opposed all efforts to resolve the case.

The citing of Williamson v. Middleton, by Megna is inapposite and most odd because it involved attorney's fees by virtue of a wage related, fee shifting statute. That said, the award of fees was in fact upheld on appeal. There was evidence in the record to support the claimed fees. There is certainly more compelling evidence in this case supporting the relief sought by Plaintiff. The essence of Middleton was that the party opposing fees lost. The party seeking fees won. The same should occur in this matter but for reasons that may be distinguished.

Despite it being established that Megna's attempts to settle the case during Lee's bankruptcy could not have been genuine, Megna asserts that he attempted to settle in "good faith". In conjunction, he suggests that Plaintiff refused to address settlement. The contrary to what Megna asserts is true. It is readily documented. The following points disprove Megna's assertions:

1. Timing – Megna’s “offer” was made on April 15, 2009. That was the date his law firm filed Lee’s bankruptcy, thus staying the matter and making it virtually impossible to achieve what he now claims he wanted to do at the time.
2. Megna suggests in his memorandum that Plaintiff made no efforts to settle. That is completely untrue. Plaintiff did in fact make multiple efforts to reach out and to settle, all of which efforts were essentially ignored by Megna and/or not responded to in good faith and/or met with insulting responses. Contrary to what Megna asserts, Plaintiff in fact made the following offers, among other efforts to reach a reasonable resolution (contained in Plaintiff’s Exhibit 13):
 - January/February 2007 (at the inception of the litigation): Have Lee simply sign a quit claim deed and assign the balance of the mortgage to Plaintiff – rejected by Megna – he claimed that Plaintiff was a homosexual and that he (Megna) could delay resolution of the case for years.
 - Deposition of Lee (2007): The settlement offer was rejected by Megna. The offer was again for Lee to simply abandon her claim to the property and assign any interest to Plaintiff. This settlement offer came about when Lee testified that she had been advised by Megna that her deed was “no good”, that she had sold the property in 2000 after first acquiring it in 1996 and that she had no interest in it thereafter. Megna did not pass the settlement offer on to his client; he rejected it outright in the presence of Goodwin and Wilson’s attorney and Plaintiff. Under Plaintiff’s settlement offer, Plaintiff would have figuratively been placed in Lee’s shoes – the note and mortgage Lee had received for the sale to Goodwin and Wilson would be assigned to Plaintiff by Lee and the sale to them by Lee would have been ratified.

That would have been in Lee's best interest, but not to Megna's financial benefit.¹⁰

- Summary Judgment – The Court advised Megna that he was going to lose and that his client was not being fair. No response was forthcoming from Megna relative to settlement.
- September 25, 2007 letter to Megna – seeking to have Lee simply abandon her claim to the property; there was no response from Megna.
- January 31, 2008 – After being advised that his appeal was untimely, Megna wrote that he would “mediate” the case, but would not drop the appeal. Megna claimed to be purposefully avoiding Plaintiff's counsel and that Plaintiff's counsel was stalking [sic] him/his family.
- February 1, 2008 letter to Megna – Megna respondent by claiming that he would mediate, but would not drop the appeal. He would not make a specific offer.
- April 22, 2008, Megna wrote, stating:

“I have a responsibility to my client to continue the appeal process, and I will do so. I do want these matters to continue to escalate [sic] as they have been doing because we will all lose in the long term.”
- April 28, 2008 letter to Megna – Plaintiff's counsel suggested Reese Williams or John McCauly to help resolve or mediate the issues. (Megna had previously rejected Professor John Freeman as an alternative.)
- May 12, 2008 letter to Megna – Megna did not respond appropriately.
- September 4, 2008 letters (2 letters) to Dick Harpootlian.¹¹

¹⁰ Megna has claimed he was handling Lee's case on a contingency basis. He has, however, objected to producing any legal fee contract, claiming it was “privileged”.

¹¹ After the first Order of Judge Manning on April 3, 2008 (finding that Megna had not been truthful and had been professionally discourteous), the matter was set for a rehearing. Megna then had the hearing postponed at the last minute, claiming he had retained Mr. Harpootlian. There were numerous conflicts

- October 3, 2008 letter to Dick Harpootlian. (** After the second hearing of October, 2008 before Judge Manning, the parties were given almost six months' time to attempt to settle. Megna did not respond and the Court then issued its April 1, 2009 Order).
 - April 13, 2009 Plaintiff's letter to Mr. Harpootlian to settle. Mr. Harpootlian wrote that he appreciated the letter, observations and offer. He immediately resigned from the representation of Lee/Megna.
 - April 15, 2009 Megna made a "settlement offer" that would remain open for approximately three hours¹² -- by the terms of which Plaintiff would receive the property and would apparently have to drop all other claims (to the disadvantage of Plaintiff of approximately \$400,000). The most obvious problem was that Megna **could not** do what he proposed precisely because of Lee's bankruptcy filed that very same day addressed, *supra*. Note: Megna even claimed in his November 3, 2011 letter to Judge Lee that the case remained "stayed", thus indicating that he could not do what he proposed.
3. Megna's continuing insults made settlement discussions extraordinarily difficult if not impossible. Aside from Megna's inability to settle on the terms he insisted upon, Megna continued to write and email insults to Plaintiff's counsel, his son (who was on active military duty during a major part of the time) and his paralegal. Settlement discussions ceased. That circumstance was not due to Plaintiff, but is attributable to Megna. Some of the insulting statements from Megna that continued almost unabated included:

"I am concerned about the continuing untruths you have made."

And;

with Megna's and his law partner's vacation plans, etc. thereafter. In that there were so many scheduling conflicts and delays thereafter, Mr. Harpootlian/Megna were ultimately permitted to select a date for the hearing. It was ultimately heard in October, 2008. Megna was given even more time to attempt a settlement. He did not accept the offer.

¹² Megna knew Plaintiff was living in Mexico at the time. Plaintiff's counsel was in court that day and could not respond in any event.

"Stop writing untruthful letters."

And;

"These are but two examples of your consistent and continuous misrepresentations you have made to the courts and others. You should be ashamed."

And;

"Your recent letters, once again, contain half-truths..."

And;

"Again, I strongly and respectfully suggest that you just finish your brief, stop writing untruthful letters, just let matters be."

Megna went on to claim that Plaintiff and/or his counsel was suborning perjury, and it went downhill from there. It is stressed at this juncture that Megna is the only person found by the Court and found again to be untruthful and to be unfairly attacking Plaintiff's counsel; Plaintiff's counsel had remained retrained and professional. Those findings are "the law of the case".

Finally, on November 4, 2011, Megna proposed as a means to settle, to relitigate by way of arbitration ownership of the property. Notably, Megna made that "offer" after Plaintiff had been awarded summary judgment in 2007, after Megna lost the companion case in 2008, after both Megna was twice found by the Court to have been untruthful in 2008, after both the Bankruptcy Court and District Court rejected all Megna's efforts to claim the Two Notch property in 2009 and 2010 and after Megna conclusively lost the appeal herein in 2011. The case was then over, relative to title. Surely what Megna's counsel has described in context was not a "good faith" attempt to settle the underlying case, and it ignores the salient issue that has remained outstanding – sanctions against Megna.

Finally, in the context of "settlement", Megna argues the wrong standard for the imposition of sanctions. Even using it, however it is clear that Megna's attempts to avoid responsibility have no merit. His claim of zealousness and that he was merely following his client's instructions is misplaced, as is his argument

that he even actually helped Ms. Lee in the State Court proceedings. Quotes from the Supreme Court in the case of In Re: Soloman, 307 S.C. 1, 413 S.E.2d 808 (1992) are appropriate:

"We are dismayed by respondent's lackadaisical attitude towards the interests of his client and his inability to recognize when they have been prejudiced by his acts."

And;

"We particularly refuse to countenance respondent's evident belief he could evade sanctions by claiming to be a mere scrivener of (the client) transactions."

And;

"This Court will not tolerate an attorney's deliberate avoidance of his ethical responsibilities"

Megna's conduct has been far worse than lackadaisical. He has acted deliberately and in bad faith. This Court should not tolerate or condone Megna's gross misconduct.

VII. Megna's Claim of "Privilege"

Megna argues that Plaintiff is attempting to use "privileged" documents for the purpose of this sanctions hearing. That is not true.

As a threshold matter, Megna has no "privilege"; any privilege would belong to Lee. She has waived any theoretical privilege and actually provided Plaintiff with the documents to which Megna objects. Thus, Megna's argument is without merit.

Megna must concede that the documents, once considered by the Court, provide independent, corroborating and conclusive proof of gross misconduct on his part that justifies serious sanctions against him.

Addressing Megna's objections, *arguendo*:

Megna's claim of unethical conduct on the part of Plaintiff or his counsel are nothing more than a continued pattern of disingenuous *ad hominem* attacks by Megna

that are designed to distract from core issues of Megna's misconduct and consequent sanctions.

Megna has made similar attacks of unethical conduct against other attorneys, including Desa Ballard, Rene Josey, John James, Celeste Jones, Leroy Nettles, Larry Riddick, McNair law firm and its partners and Turner Padgett law firm and its partners. Megna has, in addition, in various Court submissions, attacked Judges and their families, as well as physicians and others throughout the State (see Plaintiff's Exhibit 2). A separate Court is addressing Megna's conduct, found it unparalleled (see Order of Judge Baxley). None of Megna's claims have had any merit. Once again, Megna lost at all stages in his documented pattern of accusing others of misconduct in various cases. He does so in an attempt to gain a collateral advantage. His recent attacks against Ms. Jones, Mr. Nettles, Mr. Reddick, et al. were dismissed. Megna's appeals of the dismissal of the claims he filed against them were dismissed (ironically for repeated failure to honor appellate Court rules). Claims against Ms. Ballard, et al. were all rejected and dismissed. The claims against Mr. Josey, Mr. James and the other law firms were all dismissed, again in two notable instances based on Megna's failure to comply with the law. The Court of Appeals dismissed Megna's other appeal (wherein he had been disqualified because of ethical concerns). Ironically two of those appeals by Megna were dismissed because of Megna's untimeliness and lack of attention to important legal detail. Notably, Megna has been sanctioned twice before for misconduct and he has other sanctions motions pending against him. He is the subject of sanctions in yet another case he lost. In that sanctions matter (tangentially related to this, but not involving Plaintiff or his counsel), and while continuing with what are a continuing pattern of *ad hominem* attacks against distinguished legal counsel, Megna nonetheless has stated on September 13, 2013 (through his current counsel):

**"Megna accepts full and complete responsibility
in these matters".**

Through his counsel only he expressed "**remorse for his actions**", but then unapologetically renewed and continued unabated with his seemingly pathological attacks against opposing counsel (who are independently seeking to have Megna sanctioned).

Megna's attacks against the undersigned are non-meritorious, the same as with his other attacks against all others have been found to be non-meritorious. Nonetheless, because they continue, a response is necessary.

Megna's current *ad hominem* attacks relative to "privileged documents" are more seriously flawed than being frivolous. This is so for eight primary reasons:

1. In response to multiple motions to compel, Megna expressly gave the documents to which he objects to Plaintiff's counsel saying: "you can have anything in my file, I don't care." Megna, his paralegal and his law partner (who has had his own share of legal problems) all have admitted in affidavits, pleadings and other documents of record that Megna produced his entire file to the undersigned to inspect and copy. Records produced for inspection and copying by Megna were indeed inspected and copied. They were then identified as having been copied and originals replaced in Megna's file. The file was then returned to Megna. Megna did not object at the time. To the contrary, he had produced his "entire file" and had stated that Plaintiff's counsel could have copies of anything in it. Megna cannot expressly provide his "entire file" for inspection and copying and then later, when exposed as having been unethical and subject to sanctions, claim it is somehow "privileged".
2. Megna previously produced without complaint a CD in response to discovery requests with the same, relevant title work showing that the same claims he has advanced were and are frivolous.
3. Fraudulent, dishonest and unethical conduct by an attorney is not protected by "privilege". (see Wigmere, Evidence, exceptions to privilege)
4. Upon production by Megna of what is arguably classified as "smoking gun" documents calling for sanctions, Plaintiff's counsel promptly sought and received an ethics opinion confirming that he was acting properly and that the documents were not "privileged"

(or if they had been, the "privilege" was waived). The ethics opinion is confirmed in the attached. (see Plaintiff's Exhibit 14)

5. When Lee ultimately discovered that Megna had misrepresented her, she provided an affidavit(s) to the Court, had her current attorney provide the documents and also had the real estate title attorney Moore produce the documents relied upon. Lee waived the "privileges" once again.
6. It would place an impossible burden on Plaintiff to be provided by Megna with his "entire file" for inspection and copying and then later, after the fact, have to determine what he should and should not have looked at or copied. After all, Megna had expressly stated words to the effect, "Take anything you want, I don't care". He did not "care" until he was exposed as having been unethical; that is clear.
7. The documents in question were not used for depositions and were not necessary for summary judgment. They are, however, relevant for purposes of sanctions against Megna because they show that he is the one who urged his client to go along with his scheme to present frivolous defenses as a means to gain "leverage" (Megna's actual word) and for his financial gain. The documents are certainly relevant and they show beyond a doubt that Megna has been unscrupulous from the inception.
8. It is ironic and obvious why Megna objects to the documents he claims to be "privileged" – the documents once and for all conclusively establish dishonesty and sanctionable conduct by Megna.

VIII. Depositions

Megna has attempted to further deflect just criticism for his misconduct by misstating what occurred at depositions. He misses the point or misstates what occurred in context. Multiple depositions had been put off by Megna again, again and again.

Meanwhile, Megna was not responding fully to discovery.¹³ Plaintiff had to file multiple motions to compel discovery. Megna even refused to have the deposition of the attorney he was suing (in the companion case) taken. The attorney had engaged a title abstractor to do a title search, and she had, in error, reported that Lee had good title. All concerned knew at that point that there had been an error in the title work, as confirmed by the Award in the companion case. In fact, Megna stated in the transcript of that trial that there was error, but simultaneously alleged that it would be unethical for the attorney to testify.¹⁴ Moreover, Megna stated in writing that he was refusing to engage in further discovery. He stated that he deemed it all “complete”, all the while attempting to further jerk Plaintiff around.

That said, the depositions that were ultimately taken corroborated that what Megna had asserted was indeed frivolous (and that Plaintiff would be entitled to summary judgment). Megna’s own client admitted on her deposition she had sold the property at issue after holding it for approximately three and a half years – far less than that required under the adverse possession claims Megna had filed and advanced thereafter at summary judgment. Nonetheless, Megna (mis)represented to the Court that Lee had exclusively and hostilely held the property to the exclusion of all others for over ten years, knowing all the while that he was again and again being untruthful. Megna went so far as to represent to the Court that Lee owned the property because she could not sell what she did not own and therefore she owned what she had sold. Megna incredibly argued that his own client’s deposition testimony should not be believed. His claims were and are outrageous, especially when juxtaposed against the fact that Lee had her deposition taken a few months earlier in a separate action (where the \$216,000 arbitration judgment was rendered against her). She gave the same testimony in that case and Megna did not claim she was mentally impaired at that time. Further, the real estate closing documents relied upon by Megna in his foreclosure claims established conclusively that Lee had indeed “sold” the property to Goodwin and Wilson in 2000. For Megna to claim otherwise is more seriously inaccurate than being a mistake or error

¹³ As one example, Megna refused to provide Lee’s tax returns (establishing whether or not she claimed an interest in the property after selling it – such as paying taxes writing off depreciation, reporting rents, etc.).

¹⁴ The attorney nonetheless provided an affidavit supporting Plaintiff’s contentions and motion for sanctions. The affidavit is of record.

in judgment. Plaintiff's Exhibit 15 further establishes that it was Megna who was disassembling and attempting to avoid proper responses to discovery.

IX. Megna's Thumb Excuse and Petty Name Calling

Megna's current counsel is partially correct on one point – continuous unprofessional conduct. That said, it was one sided as was confirmed by Judge Manning. Megna now claims, as an excuse for repeatedly and thereafter calling Plaintiff's counsel uncomplimentary names such as "Dog", "Dougass", etc., an assertion that he (Megna) had experienced a finger injury in 2010. Aside from the name calling being petty, the fact is that Megna has engaged in similar conduct in this case and other cases both before and after he hurt his finger. The fact that he engaged in even more inappropriate, petty name calling and insults once he managed to hurt himself is not a coincidence or excusable. Moreover, the Court can readily see that Megna's unseemly conduct was not limited to one case. (See for example Judge Baxley's Orders and Megna's response to the motion to have him disqualified from the Thompson case for ethical reasons)

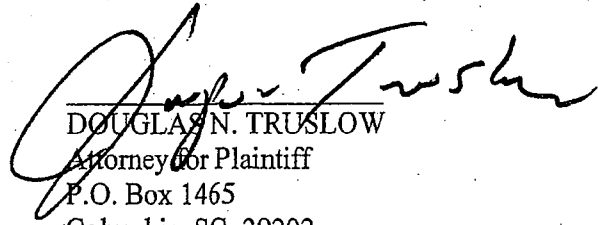
X. Whether Megna's Former Client Was Complicit

This issue has been fully briefed elsewhere. No further response is needed.

For the reasons set forth herein and in Plaintiff's initial memorandum, sanctions are warranted.

RESPECTFULLY SUBMITTED,

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Jan 21, 2014

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,¹)

Defendants.)

In Re: Sanctions against Lee's)
former attorney Megna)
_____)

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No.: 2007-CP-40-0576

EXHIBIT 12

¹ For reasons that are of record, the named Defendants are no longer involved. Summary judgment has been granted. Goodwin and Wilson have confessed judgment as to their damages; Lee has been discharged in bankruptcy; the Clerk of Court has paid the money it was holding (per a DOT condemnation award) pending resolution of the case (to Plaintiff). The only remaining issue relates to sanctions against Lee's former attorney Tony Megna.

Rule 3.3(a) specifically prohibits any statement by a lawyer to any tribunal of material fact or law known by the lawyer to be false. The rule applies to statements made in open court as well as to pleadings and other papers filed with the court. See **In re Weinberg, 317 S.C. 300, 454 S.E.2d 316 (1995)** (lawyer denied knowledge of forged order when questioned by judge and misrepresented to judge resolution of matter); **In re Gates, 311 S.C. 246, 428 S.E.2d 716 (1993)** (lawyer misrepresented to court that client had been notified of hearing); **In re Dumas, 309 S.C. 5, 419 S.E.2d 791 (1992)** (deliberate misrepresentation to clerk of court); **In re Iseman, 290 S.C. 391, 350 S.E.2d 922 (1986)** (filing of false CLE compliance report); **In re Amick, 288 S.C. 486, 343 S.E.2d 623 (1986)** (lawyer misrepresented that matter had been settled in order to obtain a dismissal); **In re Altman, 287 S.C. 321, 338 S.E.2d 334 (1985)** (lawyer made inconsistent statements regarding CLE attendance); **In re Belser, 277 S.C. 250, 287 S.E.2d 139 (1982)** (lawyer misrepresented to the court that he had conflicting court appearance).

A lawyer is not required to verify every allegation in a pleading or other filing unless the lawyer asserts a fact on his or her own knowledge. Rule 3.3, cmt. The rule, however, seems to prevent a lawyer from including in a pleading statements known by the lawyer to be false. A lawyer also may be disciplined for arguing inconsistent positions in successive actions based on the same incident. In **In re Jones, 313 S.C. 9, 437 S.E.2d 10 (1993)**, the lawyer first defended in Magistrate's Court a client charged with a traffic violation. The lawyer later represented the spouse of the client in an action alleging negligence by the first client in the same incident. "[H]aving successfully argued to the magistrate that Mr. Coleman [the client] had made a proper left turn," the lawyer should not "thereafter have alleged in circuit court in a civil action that Mr. Coleman was negligent in making the turn."

A more difficult problem for the lawyer may be whether to disclose certain information to the court to avoid its misunderstanding of the law or facts. The adversarial system contemplates that each party will present its case in the most favorable light possible. However, it is not clear that this principle extends so far as to permit a lawyer to distort the truth intentionally by the selective omission of material information. See **In re Gates, 311 S.C. 246, 428 S.E.2d 716 (1993)** (lawyer acted improperly by failing "to disclose facts necessary to correct a misapprehension known by him to have arisen" in a disciplinary matter). The comment to Rule 3.3, without providing examples, notes that in certain circumstances the "failure to make a disclosure is the equivalent of an affirmative misrepresentation." See **In re James, 267 S.C. 474, 229 S.E.2d 594 (1976)** (executor deliberately failed to disclose to court when attorney's fees were approved that he also served as lawyer for estate).

3.3:310 Prohibition on Counseling or Assisting Fraud on a Tribunal
[see also 1.6:350]

Rule 3.3(a)(2) requires the disclosure of material facts necessary to avoid assisting the criminal or fraudulent act of the client. Thus, for example, if a client produced for the Probate Court a will of the decedent, but refused to reveal to the court the existence of a codicil modifying the provisions of the will, the lawyer representing the client in the proceeding would seem to be required to disclose the existence of the codicil so as not to assist in the client's fraud. The obligation to disclose in those circumstances supersedes any obligation under Rule 1.6 not to disclose. Rule 3.3(b). See **John Freeman**, *The Lying Client*, S.C. LAW., Nov.-Dec. 1998, at 10 (discussing various ethical rules related to promoting "honesty from the witness stand," including Rule 1.6, Rule 1.2, and Rule 3.3).

Rule 3.3 adopts the view that a lawyer shall not offer evidence that the lawyer knows to be false and shall not fail to disclose a material fact "necessary to avoid assisting a criminal or fraudulent act by the client." The duty to reveal fraud to a tribunal applies even to information otherwise protected by Rule 1.6. Thus, in civil cases, if efforts to dissuade the client from testifying falsely fail or if the client will not correct previous false testimony, the lawyer must reveal the falsity to the court or the opposing party. See Rule 3.3, cmt. See also **ABA Formal Op. # 93-375** (disclosures adverse to client in course of bank examination); **ABA Formal Op. # 93-376** (client lies during discovery).

A lawyer is subject to discipline for submitting evidence or other documents to the court with knowledge that they contain misrepresentations, forgeries, or improper notarizations. See, e.g., **In re Anonymous Member of the Bar, 317 S.C. 10, 451 S.E.2d 391 (1994)** (affidavit to court misrepresented that lawyer had not received retainer); **In re Edwards, 323 S.C. 3, 448 S.E.2d 547 (1994)** (lawyer knowingly allowed client to testify falsely); **In re Gaines, 293 S.C. 314, 360 S.E.2d 313 (1987)** (lawyer submitted forged verification); **In re Barrow, 278 S.C. 276, 294 S.E.2d 785 (1982)** (lawyer did not promptly reveal knowledge that relevant evidence had been tampered with); **In re Easler, 275 S.C. 269, 269 S.E.2d 765 (1980)** (lawyer permitted others to sign his name as notary on papers filed with court).

3.3:610 Duty to Reveal Fraud to the Tribunal

In **S.C. Bar Ethics Adv. Op. # 97-14**, the committee advise that a lawyer has a duty to inform the court of perjury by the lawyer's client and a witness in an automobile accident case when the lawyer learns of the perjury after trial because the duty to disclose perjury continues until the "conclusion of the proceeding" and the time for appeal had not expired.

The rule prohibits any frivolous pretrial discovery and requires a lawyer to make a reasonably diligent effort to comply with another's legally proper discovery request. Rule 3.4(d). In **Samples v. Mitchell, 329 S.C. 105, 495 S.E.2d 213 (Ct. App. 1998)**, Mitchell hired an investigator to film a video of Samples after Mitchell and Samples were involved in an accident. When answering Samples' interrogatories, Mitchell's attorney did not disclose the existence of the video tape nor the name of the investigator filming the tape. The court held that a video is a photograph, that the video was related to Mitchell's defense, and that Mitchell's attorney should have disclosed the existence of this video tape, even if the attorney felt that the video was irrelevant or protected by work product. See also **In re Golden, 329 SC 335, 496 S.E.2d 619 (1998)** (disciplining respondent for making "gratuitously insulting, threatening, and demeaning comments" during the course of two depositions); **In re Lyall, 328 S.C. 121, 492 S.E.2d 99 (1997)** (appearance of impropriety in unilaterally limiting scope of interrogatories and in refusing to answer interrogatories seeking identity of individuals who helped answer interrogatories and employees who would have information about prior claims). Professor John Freeman has discussed the ethical obligations of lawyers in discovery in several articles. See **John Freeman, Ethics in Criminal Practice, S.C. LAW.**, Mar.-Apr. 1998, at 11 (mentioning discovery abuses in recent criminal cases and urging South Carolina Supreme Court to upgrade discovery in criminal law field); **Your Oath Requires Civility, S.C. LAW.**, May-June 1997, at 11 (discussing how to uphold lawyer's Oath of Office, an Oath which requires one to "abstain from all offensive personalities"); and **If It's Broke, Fix It, S.C. LAW.**, Jan.-Feb. 1994 at 6 (discussing abuse of discovery process).

It is a lawyer's ethical duty not to bring or defend an action or raise or challenge an issue unless there is a nonfrivolous basis for doing so. Rule 3.1. See **In re James**, 267 S.C. 474, 229 S.E.2d 594 (1976) (lawyer sued insurer without first making a good faith attempt to collect insurance without litigation). Any disciplinary punishment for violation of Rule 3.1 may be in addition to a sanction imposed by the court under S.C. R. Civ. Proc. 11(a). See 3.1:300.

Rule 3.1 does not preclude "a good faith argument for an extension, modification or reversal of existing law." The comment to Rule 3.1 also clarifies that a matter is "not frivolous merely because the facts have not first been fully substantiated or because the lawyer expects to develop vital evidence only by discovery," nor is a matter automatically deemed frivolous merely because the lawyer did not believe the client ultimately would prevail. Rule 3.1, cmt. For example, a lawyer properly may commence an action based upon a good faith argument that existing law ought to be reversed, even though the lawyer may not expect the argument to be adopted. See *id.*

The intentions of the party bringing the action also may be critical to a determination of whether it violates Rule 3.1. The comment to Rule 3.1 indicates that an action may not be instituted "*primarily* for the purpose of harassing or maliciously injuring a person." Rule 3.1, cmt. (emphasis added). While this language suggests that the existence of a legitimate justification for an action will not be sufficient if the primary motive is improper, it should be compared with Rule 4.4, which prohibits tactics by a lawyer having "*no purpose* other than to embarrass, delay, or burden a third person." Rule 4.4 (emphasis added). The comment to that rule suggests that the South Carolina Supreme Court intentionally limited misconduct to the use of tactics having no legitimate purpose whatsoever.

Disciplinary cases imposing public sanction for the commencement of a malicious action typically have indicated that the action was brought merely as a means of harassment. See **In re Cheek**, 303 S.C. 280, 400 S.E.2d 139 (1991) (libel claim was brought merely to harass or maliciously injure another); **In re Amick**, 288 S.C. 486, 343 S.E.2d 623 (1986) (lawyer filed claim with knowledge that limitations period had expired); **In re Edwards**, 279 S.C. 89, 302 S.E.2d 339 (1983) (libel actions against party filing grievance were filed merely to harass or injure another); **In re Rubens**, 273 S.C. 154, 255 S.E.2d 348 (1979) (lawyer encouraged client to stage false ground for divorce); **In re Clarkson**, 271 S.C. 5, 244 S.E.2d 512 (1978) (lawyer filed second action to collect fee after first action dismissed with prejudice).

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

JAMES A. ANASTI,)

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GINA L. ANASTI LEE,)

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CLERK OF COURT, ¹)

Defendants.)

In Re: Sanctions against Lee's)
former attorney Megna)

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No.: 2007-CP-40-0576

EXHIBIT 13

¹ For reasons that are of record, the named Defendants are no longer involved. Summary judgment has been granted. Goodwin and Wilson have confessed judgment as to their damages; Lee has been discharged in bankruptcy; the Clerk of Court has paid the money it was holding (per a DOT condemnation award) pending resolution of the case (to Plaintiff). The only remaining issue relates to sanctions against Lee's former attorney Tony Megna.

Rec'd
Feb 1

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January 31, 2008

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Lee v. Anasti, et., al.
Response to Motion to Dismiss

Dear Doug:

The inclusion in your filings with the Court of Appeals of maps to my personal residence and financial information concerning property owned by my wife has frightened my staff and my wife. They are convinced your behavior is no different than stalking, and indicates an infirmity that is escalating in nature. Based on your past behavior, I have no real expectation you will reconsider taming the escalating nature of your personal attacks on me, but hope springs eternal. I urge you to consider how the intensity of your personal attacks makes you appear to others.

I also refer you to 2 C.J.S. Adverse Possession § 188, p. 619-20. I do not offer this information to change your mind on any issue, but rather to let you know that additional research I have located significantly improves the odds that the lower court order will be reversed on appeal. Our appellate courts regularly cite CJS as a source of authority in their opinions.

I remain willing to refer the issues on appeal to mediation or arbitration if you agree, or to sit down with a neutral third party to resolve our differences. Both of our clients will likely benefit if we do so. But I am not willing to drop the appeal nor am I willing to shy away from defending myself against your personal attacks against me. Again, as these processes continue, I urge you to consider my previous offers to you. I do want these matters to continue to escalate. I have enclosed a copy of Appellant's Return to your recently filed Motion to Dismiss.

Sincerely yours,

Tony R. Megna

AP - 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 1020, 1025, 1030, 1035, 1040, 1045, 1050, 1055, 1060, 1065, 1070, 1075, 1080, 1085, 1090, 1095, 1100, 1105, 1110, 1115, 1120, 1125, 1130, 1135, 1140, 1145, 1150, 1155, 1160, 1165, 1170, 1175, 1180, 1185, 1190, 1195, 1200, 1205, 1210, 1215, 1220, 1225, 1230, 1235, 1240, 1245, 1250, 1255, 1260, 1265, 1270, 1275, 1280, 1285, 1290, 1295, 1300, 1305, 1310, 1315, 1320, 1325, 1330, 1335, 1340, 1345, 1350, 1355, 1360, 1365, 1370, 1375, 1380, 1385, 1390, 1395, 1400, 1405, 1410, 1415, 1420, 1425, 1430, 1435, 1440, 1445, 1450, 1455, 1460, 1465, 1470, 1475, 1480, 1485, 1490, 1495, 1500, 1505, 1510, 1515, 1520, 1525, 1530, 1535, 1540, 1545, 1550, 1555, 1560, 1565, 1570, 1575, 1580, 1585, 1590, 1595, 1600, 1605, 1610, 1615, 1620, 1625, 1630, 1635, 1640, 1645, 1650, 1655, 1660, 1665, 1670, 1675, 1680, 1685, 1690, 1695, 1700, 1705, 1710, 1715, 1720, 1725, 1730, 1735, 1740, 1745, 1750, 1755, 1760, 1765, 1770, 1775, 1780, 1785, 1790, 1795, 1800, 1805, 1810, 1815, 1820, 1825, 1830, 1835, 1840, 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4335, 4340, 4345, 4350, 4355, 4360, 4365, 4370, 4375, 4380, 4385, 4390, 4395, 4400, 4405, 4410, 4415, 4420, 4425, 4430, 4435, 4440, 4445, 4450, 4455, 4460, 4465, 4470, 4475, 4480, 4485, 4490, 4495, 4500, 4505, 4510, 4515, 4520, 4525, 4530, 4535, 4540, 4545, 4550, 4555, 4560, 4565, 4570, 4575, 4580, 4585, 4590, 4595, 4600, 4605, 4610, 4615, 4620, 4625, 4630, 4635, 4640, 4645, 4650, 4655, 4660, 4665, 4670, 4675, 4680, 4685, 4690, 4695, 4700, 4705, 4710, 4715, 4720, 4725, 4730, 4735, 4740, 4745, 4750, 4755, 4760, 4765, 4770, 4775, 4780, 4785, 4790, 4795, 4800, 4805, 4810, 4815, 4820, 4825, 4830, 4835, 4840, 4845, 4850, 4855, 4860, 4865, 4870, 4875, 4880, 4885, 4890, 4895, 4900, 4905, 4910, 4915, 4920, 4925, 4930, 4935, 4940, 4945, 4950, 4955, 4960, 4965, 4970, 4975, 4980, 4985, 4990, 4995, 5000, 5005, 5010, 5015, 5020, 5025, 5030, 5035, 5040, 5045, 5050, 5055, 5060, 5065, 5070, 5075, 5080, 5085, 5090, 5095, 5100, 5105, 5110, 5115, 5120, 5125, 5130, 5135, 5140, 5145, 5150, 5155, 5160, 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7655, 7660, 7665, 7670, 7675, 7680, 7685, 7690, 7695, 7700, 7705, 7710, 7715, 7720, 7725, 7730, 7735, 7740, 7745, 7750, 7755, 7760, 7765, 7770, 7775, 7780, 7785, 7790, 7795, 7800, 7805, 7810, 7815, 7820, 7825, 7830, 7835, 7840, 7845, 7850, 7855, 7860, 7865, 7870, 7875, 7880, 7885, 7890, 7895, 7900, 7905, 7910, 7915, 7920, 7925, 7930, 7935, 7940, 7945, 7950, 7955, 7960, 7965, 7970, 7975, 7980, 7985, 7990, 7995, 8000, 8005, 8010, 8015, 8020, 8025, 8030, 8035, 8040, 8045, 8050, 8055, 8060, 8065, 8070, 8075, 8080, 8085, 8090, 8095, 8100, 8105, 8110, 8115, 8120, 8125, 8130, 8135, 8140, 8145, 8150, 8155, 8160, 8165, 8170, 8175, 8180, 8185, 8190, 8195, 8200, 8205, 8210, 8215, 8220, 8225, 8230, 8235, 8240, 8245, 8250, 8255, 8260, 8265, 8270, 8275, 8280, 8285, 8290, 8295, 8300, 8305, 8310, 8315, 8320, 8325, 8330, 8335, 8340, 8345, 8350, 8355, 8360, 8365, 8370, 8375, 8380, 8385, 8390, 8395, 8400, 8405, 8410, 8415, 8420, 8425, 8430, 8435, 8440, 8445, 8450, 8455, 8460, 8465, 8470, 8475, 8480, 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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

February 1, 2008

Re: Anasti v. Lee et al.
2007-CP-40-0576

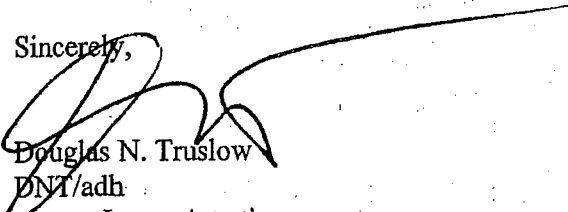
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

In response to your letter of January 31, 2008;

1. I am truly sorry that your wife and staff feel uncomfortable, but that has not come about because of anything improper that I have done.
2. Relative to paragraph 3 of your letter, mediation of the appeal might be appropriate at some point if it is not dismissed. If, however, you are unwilling to drop the appeal regardless of mediation, I don't understand how it would be beneficial -- can you explain how it would be beneficial?
3. Relative to your request that I consider your "previous offers", I am not sure what you mean, so I ask you to detail in writing the specific details of your "previous offers" and I will respond accordingly.

Sincerely,



Douglas N. Truslow

DNT/adh

cc: James Anasti

TONY R. MEGNA

ATTORNEY-AT-LAW

3400 West Avenue

Columbia, SC 29203

TELEPHONE: 803-799-1700

E-mail: tmegna@gmail.com

April 22, 2008

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Lee v. Anasti, et; al.
Response to Motion to Dismiss

Dear Doug:

In response to your letter dated April 18, 2008, and to avoid additional confusion on issues of service of all documents in this case, I would appreciate you sending documents and pleadings and other information to me as follows:

Tony R. Megna
3400 West Avenue
Columbia, SC 29203

Please do not fax documents to my office if you expect that to suffice as service of any document. As you know, Harriet can always be reached at 803-799-1700. Both you and your assistant have spoken to her many times at this number in the past, and I remain confident they can handle such issues.

As Ben Matthews is now assisting me on this case as co-counsel, please also forward to him copies of all future documents to:

Ben R. Matthews, Esquire
606 Victoria Court
Florence, SC 29501

Ben can be reached at 803-606-8460. Harriet will also be assisting him in this matter. As stated above, she can be reached at 803-799-1700. Please do **not** place documents to either of us in one envelope addressed to both of us at any address. This will likely only cause unneeded confusion that we are all struggling to avoid.

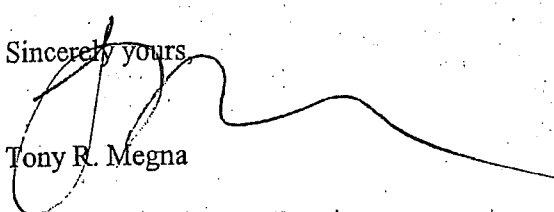
Doug, I also respectfully request you forward to me all proof of service upon Mrs. Lee, me or anyone else of the notice of the hearing that was held before Judge Manning on April 3, 2008. Such proof of service was not included in Judge Manning's April 3, 2008 Order, and as you have been advised in the documents I have filed with the trial court and the Court of Appeals. No one in my office or ~~otherwise connected~~ with this case had any knowledge of any hearing that occurred on April 3, 2008. In fact, as attested to by Mr. Earle, he received notice of the April 3, 2008, hearing only via fax that he did not actually receive until March 31, 2008.

Douglas N. Truslow, Esquire
Page 2

Finally, I respectfully encourage you to notify immediately the Court of Appeals that a Rule 59(e) Motion is now pending before Judge Manning [and, in fact, was filed on April 7, 2008 and that you were provided a hand-delivered copy on April 7, 2008] in regard to the April 3, 2008, order and also to notify the Court of Appeals that the Defendant Lee was not provided proper notice of the April 3, 2008, hearing as required under rule 5 of the SC Rules of Civil Procedure. Alternatively, and respectfully, I suggest we both notify Judge Manning and the Court of Appeals that we both agree that the April 3, 2008, Order of Judge Manning should be withdrawn as should the April 17, 2008 Order of the Court of Appeals] and a new hearing scheduled before Judge Manning on the matter remanded by the Court of Appeals in the first instance. In the meantime, I have filed this date a Rule 221 Motion in the Court of Appeals informing the Court of the pending 59(e) motion of the April 3, 2008 order before Judge Manning and further enclosing all supporting affidavits and documents to support the 221 motion – including the affidavit of Mr. Earle.

Doug, I remain willing to refer the issues on appeal to mediation or arbitration if you agree, or to sit down with a neutral third party to resolve our differences. Both of our clients will likely benefit if we do so. It must appear to you, as it has to me that matters are beyond uncivil and must end. I have a responsibility to my client to continue the appeals process, and I will do so. I do want these matters to continue to escalate as they have been doing because we will all lose in the long term. I am very sorry that you and I have not been able to resolve the differences that have led to these latest misunderstandings, but trust the future will be different. May I hear from you?

Sincerely yours,


Tony R. Megna

cc: Ben Matthews, Esquire
Tom Earle, Esquire
The Honorable L. Casey Manning
The Honorable Kenneth A. Richstad

DOUGLAS N. TRUSLOW, P.A.

ATTORNEY

914 RICHLAND STREET, SUITE B-102
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FAX (803) 256-7659

April 28, 2008

RE: James Anasti v. Gina L. Lee, et al.
2007-CP-40-00576

Via Fax: 254-3678 and U.S. Mail
Tony R. Megna, Esquire
3400 West Ave.
Columbia, SC 29203

Via Fax: 753-9004 and U.S. Mail
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

In reference to your two page letter of April 22, 2008:

1. Your new address is noted, but I would like to know so that I may avoid any confusion: is the new address a law office or is it just where you pick up your mail? Do you have a law office and if so, where is it? Is the new address the location where all future mail is to now be delivered to you to the exclusion of all other addresses? Is the new address where you will agree to accept service? Do you have a fax number and if so what is it (one of the numbers I am faxing this to is a general fax number for Pee Dee Health that I found on its webpage)? If the new address is not a law office, can anyone there accept service on your behalf?
2. I've previously addressed the issues relating to Ms. Hobbs and since you have made her a witness, since she does not work for your law office and since, she apparently cannot commit to anything on your behalf (because, *inter alia*, you keep your own schedule, do your own pleadings, etc.), I can say no more than I have said in the past.
3. Regarding Mr. Matthews, he has told me to send relevant information to your Columbia address and you have told me to send information to his Florence address. My current plan is to send everything to your new address and let you forward it to Mr. Matthews since the two of you have given contradictory instructions. Besides, notice to one of you should be

sufficient. In that regard, may I ask: Who is lead counsel for Mr. Lee? Does Mr. Matthews have a law office other than the home address you have given me? Does Mr. Matthews have an office phone? Does he have a fax number other than yours? Is he handling the case in the Court of Appeals?

4. Per your request, enclosed is the March 28, 2008 letter you have requested, as well as fax confirmation and a sent/received log. I have read and reread your one page April 22, 2008 letter with interest – is it really your contention that you do not use fax number 753-9004? Whose fax is it? Is it active (it obviously is an active fax number since it “received” a fax)? When did you stop using it? Why are you claiming it has not been used for a long while? Please provide all proof in support of your contentions including proof that the fax number has been disconnected.
5. I believe Judge Manning’s Order was in proper form, with proper notice to you of the hearing. I frequently get various notices from the Courts via fax and sometimes by internet on late Thursday afternoons for the ensuing Mondays. For that reason, my staff frequently checks “on-line”, our fax machine and e-mail. Unfortunately, and as compared to Federal Court, State Court does not use Pacer, so we do the best that we can do. With all due respect, perhaps you should do the same. Finally, since you have so many e-mail addresses that seem to change frequently, I have not normally communicated with you by e-mail and would prefer not to do so now for a variety of reasons, not the least of which being that I often feel computer challenged, have concerns regarding privacy, corruption of files, etc.
6. You have asserted that

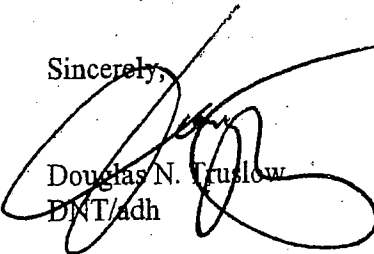
“No one... connected with this case had any knowledge of any hearing that occurred on April 3, 2008.” (emphasis added)

That, of course, is not correct. Notice was promptly sent to Mr. Earle (and Mr. Dowling) at the same time notice was sent to you on March 28, 2008 and, with all due respect, I cannot control when others check their fax machine – Mr. Earle’s fax went through to him on March 28, 2008 but his office apparently let the paper run out so the fax did not physically print until March 31, 2008. Nonetheless, he got the notice (which is contrary to your assertion that “no one...connected with the case had any knowledge of any hearing...”). More significantly, Mr. Earle appeared at the hearing, which you did not, just as you failed to attend two depositions, and failed to timely or adequately respond to other discovery. And the first I ever heard about Mr. Earle’s fax machine running out of paper was when I got his Affidavit. I consider the fact that Mr. Earle’s fax machine ran out of paper to be inconsequential, but I do not view your failure to attend the April 3, 2008 hearing the same way, just as I (and others) didn’t consider in a favorable light your claim to Judge Kinard that your client was still in possession of the Two Notch property in 2007 after having “sold” it in 2000 or your claim to Judge Cooper that you filed a Motion to Reconsider Judge Kinard’s Order within “a week to ten days” after Judge Kinard’s

Order was filed or your claim that you have not used your fax number 753-9004 in a "long while".

7. As for your Rule 59(e) Motion, I would respectfully suggest that you can't have it both ways – asserting in Circuit Court that all Motions are stayed pending Appeal, while asserting in the Court of Appeals that your Rule 59 (e) Motion first needs to be heard, despite your Rule 221 (a) Motion.
8. Regarding Mediation or advice from a neutral party, Reece Williams and John McCauley come to mind as excellent choices, but the process would be fruitless if, as you have stated before – that you are going to do what you please despite anyone's recommendation. Based on your conduct in this case, I certainly accept and believe your statement that you "want these matters to continue to escalate" so that "we will all lose in the long term" and for that reason, among others, I concur we are at an impasse, with the caveat that I too am sorry that we couldn't resolve our differences and I too hope that the future will be different if not better, at least for one side or the other with a resolution of the case.

Sincerely,



Douglas N. Truslow
DNT/adh

P.S. You sent "Amended Affidavits" but I do not believe the unamended Affidavits are any different. Can you explain this for me?

cc: Jim Anasti
Thomas Earle, Esquire
Benjamin Matthews, Esquire

DOUGLAS N. TRUSLOW, P.A.

ATTORNEY

914 RICHLAND STREET, SUITE B-102

POST OFFICE BOX 1465

COLUMBIA, SOUTH CAROLINA 29202

TELEPHONE (803) 256-6275

E-MAIL: doug_dnt@bellsouth.net

FAX (803) 256-7659

May 12, 2008

RE: James A. Anasti v. Lance Wilson, et al.
Docket Number: 2007-CP-40-0576

FOR SETTLEMENT PURPOSES ONLY

Via fax: 753-9004 and 254-3678 and U.S. Mail
Tony R. Megna, Esquire and Benjamin R. Matthews, Esquire
3400 West Ave.
Columbia, SC 29203

Dear Mr. Megna and Mr. Matthews:

I am writing this letter to follow up again on the possibility of settling this case.

At the conclusion of your client's deposition, I offered to settle the case on terms by which your client would waive any interest in the Two Notch property, my client would in turn waive all claims to damages and your client would turn over to mine an inherited asset of minimal value.

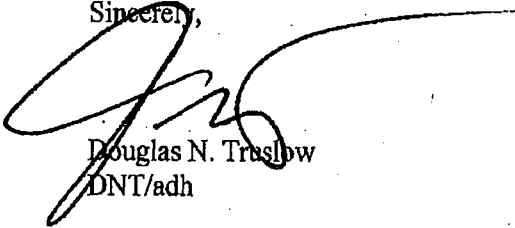
That would have ended the case, however, on behalf of your client Mr. Megna rejected that offer out of hand and, I suppose, the rest is history... that settlement offer is no longer under consideration - it is "off the table" and protracted litigation has taken place since that time.

Given that my client has now been granted Summary Judgment and your Appeal has now been dismissed, my client's current offer to settle is now as follows:

1. Your client will receive the Two Notch Rd. property and she will be responsible for all payments associated with the property.
2. My client will waive all claims under SCRC 11, 30 and 56.
3. Your client will pay mine the sum of \$475,000.00.
4. Your client will hold mine harmless relative to any and all transactions involved in this matter, including any and all tax ramifications associated with this matter.
5. Mutual Releases will also be exchanged.

This settlement offer will expire ten (10) days from this date.

Sincerely,

A handwritten signature in black ink, appearing to read 'Douglas N. Truslow', written over the typed name.

Douglas N. Truslow
DNT/adh

cc: James Anasti

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 4, 2008

RE: James A. Anasti v. Lance Wilson, et al.
Docket Number: 2007-CP-40-0576

FOR SETTLEMENT PURPOSES ONLY

Richard Harpootlian, Esquire
PO Box 1090
Columbia, SC 29202-1090

Dear Dick:

In addition to other documents that are already of record, my client intends to rely on the Order of Judge Thomas W. Cooper, Jr. dated August 15, 2008, a copy of which is enclosed, in your upcoming motion matter before Judge Manning.

On another note, as I previously suggested, I want to reiterate that my client would like to enter into settlement discussions with you on behalf of Ms. Lee, by the terms of which my client wishes to explore the possibility of settling with her, reserving claims against Mr. Megna.

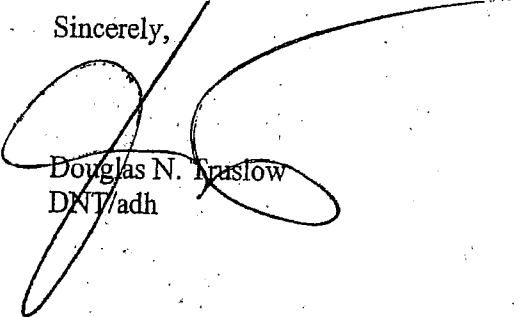
My client's thinking in this regard is as follows:

1. Ms. Lee now has a judgment against her for \$216,000.00 +/- that she may have been able to avoid in whole or part.
2. Ms. Lee's claim against the Dallis law firm was denied in that she clearly did not pursue her claim in a timely fashion, and according to Mr. Megna as I understood him to argue, she should have won and not have had to be liable for the \$216,000.00 debt/judgment (if she had timely sued the Dallis law firm).
3. Mr. Megna's representation of Ms. Lee appears to have commenced perhaps as early as April 2004 and at the latest in January, 2005.
4. Ms. Lee's three year statute of limitations appears to have run in late February, 2005.
5. Mr. Megna did not file any claim against Dallis until late March, 2005. Thus, it appears that because the claim against Dallis was not timely pursued within three years, Ms. Lee owes \$216,000.00 that she may not otherwise have had to pay.

6. My client believes that he may have Rule 11 and frivolous action claims against Ms. Lee and Mr. Megna for reasons that appear obvious, unless there is some explanation that I am unaware of.
7. For reasons that appear obvious, it seems that there may indeed be a conflict between Mr. Megna's interests and those of Ms. Lee. Further, it appears obvious that Ms. Lee's interests would not be served by going forward with the pending motion if in fact she has claims against Mr. Megna for mishandling her case. While I believe this issue may warrant further discussion, the Courts have consistently ruled against Mr. Megna – Judge Kinard (twice), Judge Manning, the Court of Appeals and now Judge Cooper. Thus, it seems to me to be time to conclude the matter – in my client's and your client's (Ms. Lee's) best interest, although perhaps not in Mr. Megna's best interest.
8. If our discussions reflect that Ms. Lee's predicament is in fact as a result of Mr. Megna's breach of duty and failure to act appropriately on her behalf, then perhaps there is a solution to the dilemma – further discussions appear warranted under the circumstances so that we can investigate this matter together to determine what in fact occurred. After discussing the matter with Ms. Lee, please me a call.

May I hear from you?

Sincerely,



Douglas N. Truslow
DNT/adh

Richard A. Harpootlian, P.A.

ATTORNEYS AT LAW

P.O. BOX 1090

1410 LAUREL STREET

COLUMBIA, SOUTH CAROLINA 29202

RICHARD A. HARPOOTLIAN

rah@harpootlianlaw.com

TELEPHONE (803) 252-4848

FACSIMILE (803) 252-4810

September 10, 2008

VIA FACSIMILE (256-7659) & FIRST CLASS MAIL

Doug Truslow, Esq.
Post Office Box 1465
Columbia, SC 29202

In re: James A. Anasti v. Lance Wilson et al.

Dear Doug:

You indicate in your letter of September 4, 2008, that your client "wishes to explore the possibility of settling with [Ms. Lee], reserving claims against Mr. Megna".

Please let me know what proposal you would have on settling any claim against Ms. Lee and what claims your client, Mr. Anasti, would have against Mr. Megna.

Thank you.

Sincerely,



Richard A. Harpootlian

RAH:hal

cc: Tony Megna, Esq.

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 11, 2008

RE: James A. Anasti v. Lance Wilson, et al.
Docket Number: 2007-CP-40-0576

FOR SETTLEMENT PURPOSES ONLY

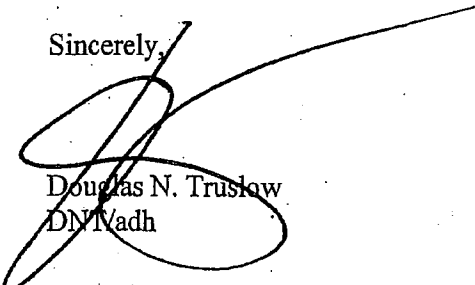
Richard Harpootlian, Esquire
PO Box 1090
Columbia, SC 29202-1090

Dear Dick:

In response to your fax of September 10, 2008, my client may be entitled to Rule 11 and/or frivolous proceedings damages, depending on what further discussions reveal. To ensure that such claims are warranted my client must first understand fully what Ms. Lee's position will be about why she has continued this matter before any possible settlement proposal can be fully formulated.

If you have a settlement proposal, please let me know.

Sincerely,



Douglas N. Truslow
DNT/adh

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

October 3, 2008

RE: James A. Anasti v. Lance Wilson, et al.
Docket Number: 2007-CP-40-0576

Via Fax: 252-4810

Richard Harpootlian, Esquire
PO Box 1090
Columbia, SC 29202-1090

Dear Dick:

To follow up on this matter, and in response to your request to put my client's acceptance and/or settlement proposal/counter proposal in writing, my client declines to accept what I understood to be your client's current (verbal) offer to settle by the terms of which she merely "deeds the property over" to my client in exchange for a full and final release of all claims.

I would note that Mr. Megna was offered that basic proposal in 2007, but he immediately rejected it, with the result being that additional damages and fees have been incurred since then.

Furthermore, your client now has a \$216,000.00+ award/verdict against her, plus the damages incurred in my client's case that are estimated to be in excess of \$150,000.00 and which will only increase as more time goes by. Whether or not this sad state of affairs has come about from Ms. Lee's conduct or another's may be in dispute, but I have tried to open up dialogue to a possible settlement without success thus far.

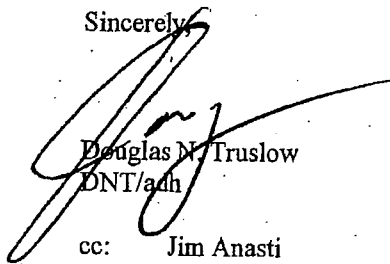
If there is a reasonable settlement offer to be extended from your side, please let me know by Monday. Otherwise, I believe we should advise Judge Manning that we are at an impasse.

Please explain to Mr. Megna and Ms. Lee that if Judge Manning agrees with my client's position and the Court of Appeals dismisses what little remains of the "appeal", that is basically the end of it for your side - any application to the Supreme Court will likely be dealt with promptly to your side's detriment, in addition to other possible consequences.

Finally, it would seem that it would now be in Ms. Lee's best interest to simply abandon the appeal and confess to a money judgment, especially if she plans to ultimately file for bankruptcy. In fact, by at least one estimation, she will then be in a much better position, though arguably such a process of confessing judgment and explaining how she got in such a predicament may prove disappointing or expensive for somebody else.

May I hear from you?

Sincerely,



Douglas N. Truslow
DNT/adh

cc: Jim Anasti

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

April 13, 2009

RE: James A. Anasti v. Lance Wilson, et al.
Docket Number: 2007-CP-40-0576

Richard Harpootlian, Esquire
PO Box 1090
Columbia, SC 29202-1090

Dear Dick:

To follow up on our telephone conference of April 10, I appreciate that you called, and I apologize that I was difficult to reach for the last several days.

Relative to an analysis of Judge Manning's Order, as well as its timing, the findings and conclusions were both accurate and well justified, as was the date of issuance. Simply stated, the Court's Order was correct in determining that both false claims and misrepresentations were in fact made, and the appeal should therefore be dismissed, with the only remaining issue being the actual amount of damages to be awarded to my client. My take on the Court's delay in ruling, and now most likely yours, was that the Judge was obviously providing the responsible and/or culpable party with a full and complete opportunity to make peace before issuing the Order, as well as clearly "telegraphing" that a payment of substantial damages to my client should strongly be considered, but that when it became clear that the hint (I thought the delay, silence or whatever one may wish to call it was almost deafening in screaming out for resolution) would NOT be properly considered, the axe figuratively had to fall - certainly not your fault nor mine, but there will almost certainly be significant repercussions looming in the near future that may not have been appropriately assessed by others. That said, I must say further and quite frankly that the failure to either appreciate or address the seriousness of the matter came as no surprise to me, given that the admonitions and/or strong hints of Judge Kinard and Judge Cooper were likewise not heeded as well.

Regarding what I understood to be the offer to settle that you were simply passing along - by the terms of which Ms. Lee would merely "deed the property over" and that she would assign to my client whatever award she might theoretically realize in the "companion case" involving Mr. Dowling's and Mr. Earle's clients, my client respectfully declines to accept the offer because, *inter alia*, a) with the granting of Summary Judgment to my client and the inevitable dismissal of Ms. Lee's Appeal, the proposed settlement affords my client nothing of much value, especially when one considers that my client has been significantly damaged by defending against frivolous claims and defenses (such as "adverse possession" in a case where Ms. Lee had previously "sold" the property in question and therefore had no claim or defense), from

lost sales opportunity(s), increased legal fees in what should have otherwise been a case that should have been easy to resolve from the beginning, lost rents and loss of interest... I believe these losses are in excess of \$400,000, and that the Court's Orders, the Record, the transcripts, and the Affidavits submitted on behalf of Ms. Lee fully support my client's position, and b) Ms. Lee clearly lost (very, very badly) in her "companion case" before Judge Cooper (now subject to a Motion to Reconsider filed by Mr. Megna), and when he now takes into consideration Judge Manning's Order, the Court of Appeals record and Judge Kinard's Order granting Summary Judgment, the financial consequences against Ms. Lee are likely to be even more severe, including but not limited to Rule 240 and Rule 11 sanctions. Thus, the component of the settlement whereby Ms. Lee proposes to assign to my client her damages claims against Mr. Wilson/Goodwin affords absolutely nothing of value to my client. Ms. Lee has already managed to have a \$216,377.70 Judgment rendered against her in the companion case when she could have walked away with no obligation, and Ms. Lee needs to understand that an even more significant award is likely to be rendered in the instant case. I hope Ms. Lee understands that none of this was necessarily -- she could have settled the entire case(s) long ago with no financial losses. I know it goes beyond the terms of your limited representation, but does Ms. Lee not understand why and how she is in this predicament where she may be forced into Bankruptcy?

My client is willing to consider an offer to settle along the following lines: all your client's claims to the Two Notch property are abandoned, and with my client being paid the sum of \$325,000. Alternatively, my client would consider deeding the property over to Ms. Lee and assigning to her whatever claims that might exist against Wilson and Goodwin in consideration of the payment of the sum of \$445,000. If Ms. Lee's claims are as strong as Mr. Megna apparently seems to think, then the second proposal would be more advantageous to your side (you can certainly do the math, with a starting point being that in 1999 the property was "contracted to be sold" and then "sold" by Ms. Lee to Wilson/Goodwin for \$177,000 and factoring in an annual, cumulative appreciation of 8% ... at 10% the reasons for your client to settle are even more compelling). Please let me know what you think and perhaps we can discuss it further and formally nail down the details.

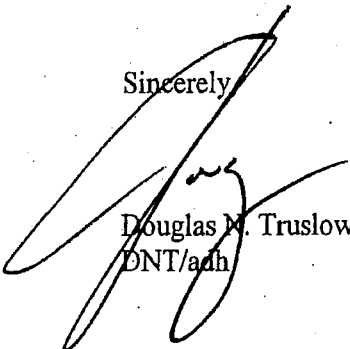
As for the threat or risk that Ms. Lee may file for Bankruptcy, it is very, very obvious to me (and probably now for you even though it goes beyond the scope of your representation) that for her to do so would be exceedingly helpful to my client's cause.

Finally, you have made clear that the terms of your representation have ended, so I will assume, unless I immediately hear from you to the contrary, that future communications should be with Mr. Megna, especially given that he is currently Ms. Lee's attorney of record. That said, I have mixed emotions about you terminating your representation of Ms. Lee. On one hand, I fully understand your position, and I don't blame you for wanting to get out completely. If I were in your shoes, I'd do the same thing. On the other hand, I wish Ms. Lee would explore with you (or someone else equally and independently well qualified) her various options and opportunities to help

herself because I would be hopeful that such an attorney would be able to dispassionately assess the case as a whole and seek a resolution that would be in her best interest.

Please let me hear from you as soon as possible, because once the Court of Appeals issues its Remittitur, it will likely be too late to salvage a mutually advantageous settlement.

Sincerely,



Douglas M. Truslow
DNT/adh

Richard A. Harpootlian, P.A.

ATTORNEYS AT LAW

P.O. BOX 1090

1410 LAUREL STREET

COLUMBIA, SOUTH CAROLINA 29202

RICHARD A. HARPOOTLIAN
rah@harpootlianlaw.com

TELEPHONE (803) 252-4848
FACSIMILE (803) 252-4810

April 15, 2009

VIA FACSIMILE (256-7659) & FIRST CLASS MAIL

Doug Truslow, Esq.
Post Office Box 1465
Columbia, SC 29202

In re: James A. Anasti v. Lance Wilson et al.

Dear Doug:

I appreciate your letter of April 13th and your observations and offer.

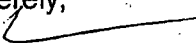
By copy of this letter, I am forwarding your letter to Tony Megna. I have forwarded to Mr. Megna a consent motion relieving me as counsel for Ms. Lee to review and sign and she has consented to the motion.

I would suggest in the future that you communicate directly with Tony.

I hope you are doing well. Give my best to your family.

Thank you.

Sincerely,


Richard A. Harpootlian

RAH:hal

cc: Tony Megna, Esq.

Richard A. Harpootlian, P.A.

ATTORNEYS AT LAW

P.O. BOX 1090

1410 LAUREL STREET

COLUMBIA, SOUTH CAROLINA 29202

RICHARD A. HARPOOTLIAN

rah@harpootlianlaw.com

TELEPHONE (803) 252-4848

FACSIMILE (803) 252-4810

April 15, 2009

VIA HAND DELIVERY

The Honorable Janet McBride
Richland County Clerk of Court
1701 Main Street
Columbia, SC 29201

In re: James Anasti v. Lance Wilson, et al.
Case No. 2007-CP-40-05765

Dear Ms. McBride:

Enclosed please find for filing the originals and three (3) copies of the following:

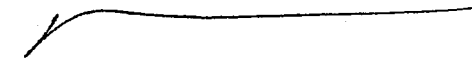
- 1) Motion Cover Sheet; and
- 2) Motion to be Relieved.

I would appreciate you filing the enclosed and forwarding the clocked copies to my courier.

By copy of this letter, I am serving opposing counsel a copy of the same.

With warm personal regards, I am

Sincerely,



Richard A. Harpootlian

/sec

Enclosure

cc: Doug Truslow, Esq.
Thomas Earle, Esq.

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 SETTLEMENT

**THIS OFFER SHALL BE CONSIDERED REJECTED IF NOT ACTED UPON BY
DIRECTLY CONTACTING THE UNDERSIGNED BY 2:00 P.M. APRIL 15, 2009**

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anastasi 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. Anastasi] 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. Anastasi'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. Anastasi 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. Anastasi. 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. Anastasi.

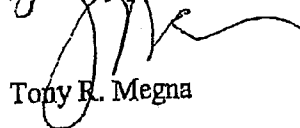
I very kindly suggest that, if you wish, please call me directly today. Ms. Lee has indicates she would be willing to drop her state court appeal in return for a simple order that ends all matters between the parties except she will also agree that the order of Judge Kinard awarding Mr. Anastasi possession of the Two Notch property becomes final. Mr. Anastasi 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. Anastasi 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.

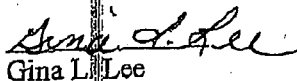
With kind regards, I remain

Sincerely yours,



Tony R. Megna

I have read the foregoing, agree and authorize it in all particulars:



Gina L. Lee

April 15, 2009

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

April 17, 2009

RE: James Anasti v. Gina L. Lee, et al.
2007-CP-40-00576

PERSONAL AND CONFIDENTIAL

Tony R. Megna, Esquire
3400 West Ave.
Columbia, SC 29203

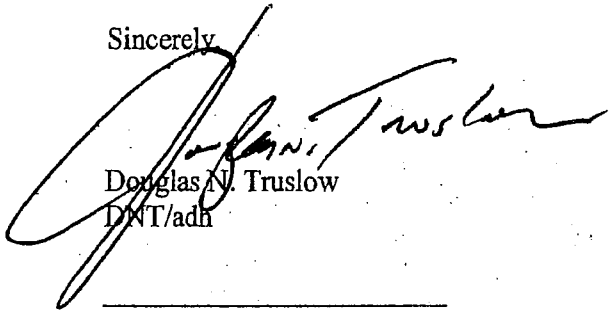
Dear Mr. Megna:

In response to your fax of April 15, 2008:

1. I could not respond to your fax within the time frame you required, given that I was in Court when it was received by my office and my client was not immediately available to address it in any event. That said, I have passed along your offer to my client, but since it was apparently no better than what was offered by Mr. Harpootlian on Ms. Lee's behalf (and rejected), your offer has been likewise rejected.
2. As for your statements threatening an Appeal of Judge Manning's Order and the theoretical legal effect of such an "Appeal", no response by me is needed and none would likely be helpful in resolving the case. The same would hold true relative to the implications of a bankruptcy filing and your claims of "personal differences" asserted to be an impediment to resolution of the matter.
3. While you may perceive that the problem with a resolution is personal, I would disagree, at least on my behalf, and instead opine that we clearly have a fundamental difference of opinion as to an application of law to the facts surrounding this case and the potential consequences of the course(s) of action taken and/or contemplated. It's not personal on my behalf, but rather a case in litigation with an issue of who may be legally responsible for my client's damages. It is that simple. Nonetheless, you have suggested that we (you and me) "settle our differences". In that regard, how do you propose to settling "our differences that can be resolved at another time"? What does that mean and what do you propose? When do we do that and in what fashion? I previously suggested that having independent counsel review the case might prove helpful, but you would not agree, so I am at a loss as to what else to do to bring this case to a satisfactory conclusion.

4. On reflection, I am not at all certain that the relief you claim will be sought by your client in bankruptcy is dischargeable. And regardless, there may well be liability and responsibility (and a source from which to collect), under Rule 11 and/or Rule 240.^{1 2 3}
5. Finally, your letter came without a fax cover sheet; no fax number is listed on your current letterhead and your faxed letter has no fax site-origin number on it (which number apparently was deleted from your fax machine such that the source of transmission(s) could not be verified or independently determined) with one obvious point being that it is difficult if not impossible for me to know to what fax number I should respond. Since this case involves very serious issues, since I would prefer, under the circumstances, to respond to you in writing by the same means of communication as you sent and, since you previously asserted that you wished to avoid direct contact with me, I pray and hope that you understand my position.

Sincerely



Douglas N. Truslow
DNT/adh

¹ My client's thought process regarding responsibility for damages is as follows:

When he started the case, it appeared to be a simple, easy matter to resolve – to the degree necessary, Ms. Lee would deed the property back to Jim and assign to him all future payments from Wilson and Goodwin, and Jim would, to the degree necessary and in exchange, deed the property over to Wilson and Goodwin. Thus, Ms. Lee would be able to keep the money she got, Wilson and Goodwin would be satisfied and Jim would be pleased in helping out everyone. However, you rejected that and subsequent proposals to settle so they are all now off the table. Ms. Lee now owes Wilson and Goodwin over \$216,000.00 and will likely have even more money damages awarded against her in Jim's case, as well as fees and costs. This could have been avoided, and if you were complicit in either raising frivolous defenses or in failure to settle for Ms. Lee, then you may very well be personally accountable for all damages as well as Rule 11 and Rule 240 sanctions. This will of course have to be fleshed out if the case is not settled now, but given that (a) Judge Kinard admonished you not to make further misrepresentations and in fact gave you a chance to amend/rectify/withdraw those misrepresentations (which were clearly ignored by you), (b) Summary Judgment was then granted (confirming that the defenses you raised were not valid) and (c) there is an Order(s) specifically finding that you personally have made false representations, it may well be that you will be held personally responsible, that Ms. Lee's bankruptcy will have been deemed to have been caused by you and that you will have to pay both Ms. Lee and my client – with the damages and claims not being discharged by bankruptcy. In addition, a \$100,000.00 + lost sales opportunity may be attributable to your conduct – and I welcome a response as to whether this was all Ms. Lee's fault or whether it is attributable to your actions. If it is attributable to you, then you should consider having separate counsel and/or have your malpractice carrier's attorney contact me (or both).

² If Ms. Lee were to file for bankruptcy, then you would be exposed to having to pay the entire sum(s) caused by Ms. Lee's misconduct, yours (or both), thus creating a potential conflict of interest relative to your further representation of Ms. Lee.

³ To settle the case, I have previously indicated to Mr. Harpootlian in writing what it would take. I assume he sent a copy of that letter to Ms. Lee and that she in turn sent it to you. However, so there will be no doubt as to what is expected. I am enclosing an additional copy.

P.S. I received a second fax from you after dictating this letter. Mr. Anasti has considered Ms. Lee's "settlement offer" and has rejected it. Please keep me advised as to Ms. Lee's bankruptcy filing as my client may certainly have an interest in what is to transpire there. If you have a settlement offer that will address all issues, please make it as soon as possible.

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

April 20, 2009

RE: James Anasti v. Gina L. Lee, et al.
2007-CP-40-00576

PERSONAL AND CONFIDENTIAL

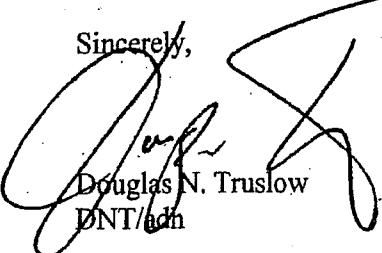
Tony R. Megna, Esquire
3400 West Ave.
Columbia, SC 29203

Dear Mr. Megna:

I received both a letter from you indicating that there was a bankruptcy filing and separately a "Notice of Appeal" on Saturday, April 18, 2009.

I had already sent my letter on Friday, April 17, 2009, so I assume, if there is an automatic stay in bankruptcy, that those matters may need to be addressed first. Thus, the letter I wrote may be "annulled" (I am not sure if that is the correct word) until the matter is cleared up by the Courts and that this letter will serve to "protect" the creditor (and since I am not a bankruptcy lawyer, I am also not sure if that is the correct word, but the essence is that matters are currently in suspense). I am not sure what effect this would have against you and/or your law firm, but to be safe, I will assume for now that all matters are stayed until I can get further clarification. What is your position? Also, I thought Mr. Matthews and you had joined together in the practice of law. Is this no longer the case? Please advise.

Sincerely,



Douglas N. Truslow
DNT/ach

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Friday, March 04, 2011 8:37 AM
To: Douglas N. Truslow
Subject: Lee v. Anasti (state Court of Appeals)

Douglas:

I am very concerned about the continuing untruths you have made [and caused to be made, e.g. the affidavit of Desa Ballard] in communications with the Court of Appeals. Please be thoughtful when you make representations to the Court. My guess is that they are not amused at your antics; and the statements you have been making raise serious ethical issues as they are, at best, partial truths that are misleading.

My brief is basically complete. It will be proofed over the weekend and sent to the printers the first of next week. And I have not had access to anything to which you have not had access. In fact, I have provided to you, at my expense, a complete physical copy of the ROA that your office signed for yesterday morning as well as a pdf copy of the ROA the day before. And both copies had page numbers on the bottom of each page - a matter we both know you made exceedingly difficult in the first instance. The point is you have had and still have plenty of time to timely complete and file your brief with the Court. Please remember that filing is complete upon mailing so all you have to do is mail to the Court by Thursday. Certainly, that is not burdensome.

As we close in on the last part of this cycle of the proceedings, please try to lessen the hyperbole. And if you must write letters and involve others, please provide the facts truthfully. This has been a difficult case on all involved. It is in the best interests of all to keep matters more civil. In that regard, please let me know if I can provide you anything else to assist you in timely filing your brief. This cycle of the process needs to be completed; and we both have more than sufficient time to do so. Again, I strongly and respectfully suggest that you just finish the brief, stop writing untruthful letters, and just let matters be.

If, at any time you would like to discuss ending matters, I remain available. I am also willing to let matters take their course. As always, your choice.

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: Thursday, March 31, 2011 9:16 AM
To: Douglas N. Truslow
Subject: Lee v. Anast (state Court of Appeals)

Douglas:

I received your letter dated March 28, 2011. First, once again, please accept my most sincere apologies if you believe I have been uncivil. Contrary to your assertions, however, I have been restrained in my comments to you.

I remain particularly concerned with the false affidavit you drafted for Ms. Hilley and presented to the trial court and the Court of Appeals. You should be equally concerned that you have provided documents to the Courts and others that you actually know were ineffective to due to the staying of the actions they related to by the order of the trial court -- and that were never responded to by the Respondent. These are but two examples of your consistent and continuous misrepresentations you have made to the Courts and others. You should be ashamed of your behavior as it has been, in the best light possible, less than professional. I am sorry you see it otherwise. In any event, I trust you will take the opportunity to correct your misrepresentations.

Finally, please accept or not communications from my office as you deem appropriate.

Regards, Tony

PS - I have received so many emails and letters form your office on matters of little import, please excuse me if some have been overlooked. Certainly, you would expect such a result.

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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Version: 8.5.449 / Virus Database: 271.1.1/3538 - Release Date: 03/31/11 06:34:00

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Tuesday, April 06, 2010 10:09 AM
To: Douglas N. Truslow
Subject: Lee v Anast

Just to let you know. My reply brief is basically finished. I will file it next week sometime. I have several other things to do between now and then. I am now working on the record on appeal. I still suggest you send someone to our office to review the record. I have done many of these and it always works best, and helps define the agreements as well as the disagreements. Of course, this is your decision. I just want to make the offer again. Despite the fact that these matters have become so involved, you or your representative will be treated respectfully and kindly. I would have it no other way. Also, I remain confused about what you suggested yesterday concerning Cravens or Reece. I understood you to be talking about the case, but apparently you may not have been. Or I did not understand. At any rate, I responded positively, but as with many of your responses, your reply was, unfortunately, rather rambling. From my point of view, it just confused matters more. At any rate, I am happy to let the state and federal appeals proceed as they are or to consider other options. Your choice. I just want to keep you informed.

No need to reply to this unless you want to clear up what you were suggesting. Again, your choice. I know you must be busy with other things.

Have a nice day.

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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Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Thursday, October 07, 2010 11:37 AM
To: Douglas N. Truslow
Subject: Silliness

Douglas:

Your recent letters, once again, and as usual, contain half-truths - at best. But you are consistent.

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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Version: 8.5.448 / Virus Database: 271.1.1/3169 - Release Date: 10/07/10 06:34:00

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Friday, March 04, 2011 8:37 AM
To: Douglas N. Truslow
Subject: Lee v. Anast (state Court of Appeals)

Douglas:

I am very concerned about the continuing untruths you have made [and caused to be made, e.g. the affidavit of Desa Ballard] in communications with the Court of Appeals. Please be thoughtful when you make representations to the Court. My guess is that they are not amused at your antics; and the statements you have been making raise serious ethical issues as they are, at best, partial truths that are misleading.

My brief is basically complete. It will be proofed over the weekend and sent to the printers the first of next week. And I have not had access to anything to which you have not had access. In fact, I have provided to you, at my expense, a complete physical copy of the ROA that your office signed for yesterday morning as well as a pdf copy of the ROA the day before. And both copies had page numbers on the bottom of each page - a matter we both know you made exceedingly difficult in the first instance. The point is you have had and still have plenty of time to timely complete and file your brief with the Court. Please remember that filing is complete upon mailing so all you have to do is mail to the Court by Thursday. Certainly, that is not burdensome.

As we close in on the last part of this cycle of the proceedings, please try to lessen the hyperbole. And if you must write letters and involve others, please provide the facts truthfully. This has been a difficult case on all involved. It is in the best interests of all to keep matters more civil. In that regard, please let me know if I can provide you anything else to assist you in timely filing your brief. This cycle of the process needs to be completed; and we both have more than sufficient time to do so. Again, I strongly and respectfully suggest that you just finish the brief, stop writing untruthful letters, and just let matters be.

If, at any time you would like to discuss ending matters, I remain available. I am also willing to let matters take their course. As always, your choice.

Regards, Tony

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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: Friday, November 04, 2011 4:53 PM
To: Douglas N. Truslow
Subject: Lee v Anasti

Douglas-

Thank you for your letter dated October 28, 2011 [received on November 1, 2011]. Before I could respond to it, I received [on November 2, 2011] a copy of your letter to Judge Lee. I replied to your letter to Judge Lee, and provided a copy to you which you should have received by now. For your convenience, however, I have also attached a copy of the correspondence to Judge Lee to this email. As you continue to evaluate matters, I trust you will thoughtfully consider whether or not your requests to Judge Lee are intentional violations of 11 USC Section 362.

A reasonable option to end matters between Ms. Lee and Mr. Anasti as to the final determination of the ownership of the Two Notch property is to remove the uncertainty regarding the issues pending in the Fourth Circuit. I suggest we consider arbitrating the issue of ownership of the property with finality (with time limits of a few hours). If you are agreeable, please let me know so that we can work out the specifics of such an arrangement.

I appreciate you taking the time to consider alternative means of resolving the disputes between Mr. Anasti and Ms. Lee. I look forward to hearing from you.

Best 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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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, ¹)

Defendants.)

In Re: Sanctions against Lee's
former attorney Megna)

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Case No.: 2007-CP-40-0576

EXHIBIT 14

¹ For reasons that are of record, the named Defendants are no longer involved. Summary judgment has been granted. Goodwin and Wilson have confessed judgment as to their damages; Lee has been discharged in bankruptcy; the Clerk of Court has paid the money it was holding (per a DOT condemnation award) pending resolution of the case (to Plaintiff). The only remaining issue relates to sanctions against Lee's former attorney Tony Megna.

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

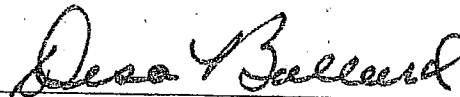
¹ Most significantly, the Court of Appeals had expressly advised the parties that "this court will only consider [Megna's] appeal from Judge Manning's order filed April 3, 2008 and April 1, 2009..." and; "Final briefs, therefore, shall include only those issues relating to timeliness of [Megna's] appeal"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

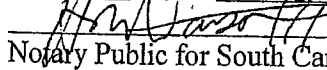
FURTHER, DEPONENT SAYETH NOT.



DESA 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 Ballard Watson Weissenstein - Attorney at Law

EXPERIENCE: 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 South Carolina Supreme Court

MEMBERSHIPS: 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 South Carolina Trial Lawyers Association

ACTIVITIES: 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

West Columbia, South Carolina 29171

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com

Website: www.desaballard.com

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

April 18, 2007

Douglas N. Truslow, Esquire
P.O. Box 1465
Columbia, SC 29202

Re: Anasti v. Wilson, et. al., Case No. 07-CP-40-00576

- (a) Objections to Deposition of Gina Lee
- (b) Notice of Deposition of Plaintiff Anasti
- (c) Request for Discovery Conference
- (d) Defendant Lee's First Set of Interrogatories
- (e) Defendant Lee's First Set of Requests to Produce
- (f) Defendant Lee's Amended Answer, Counterclaims and Crossclaim
- (g) Defendant Lee's response to Plaintiff's Request to Produce

Dear Doug:

First, this letter is my written objection to Mrs. Lee's proposed deposition date of April 24 because (a) I am not able to attend on April 24, and (b) the Defendant Wilson has not thirty (30) days to answer Mrs. Lee's cross-claims. Also, as you may be aware, two other cases are pending in Richland County that were brought by Mr. Earle and center about the same or similar issues and facts as the case you recently initiated. I believe it is appropriate for the Court to consider conducting a discovery conference pursuant to Rule 26(f) and perhaps join the cases, at least for discovery not for trial. By copy of this letter, I am advising Mr. Earle and Curtis Dowling of my concerns and requests.

Second, this letter is my notice to you and of the Plaintiff intent to take Mr. Anasti's deposition on the same date and at the same place that Mrs. Lee's deposition is taken by you. Mrs. Lee has advised me that your client has lived out of the country much of the past ten to fifteen years and does not currently live in Richland County. To minimize the burden to everyone, I suggest agreeing to a mutually acceptable time for all depositions to be taken on the same date. If you will advise of several dates convenient to you and your client, I will discuss the matter with Mrs. Lee and let you know. I have deliberately not filed a request for a protective order at this time as Rule 26(f)(5) contemplates we will attempt to work out such issues. I am agreeable to any reasonable schedule for discovery and trial of all cases. As you and Mr. Earle have met in the past, I would appreciate the two of you taking the lead in this matter. Hopefully, everyone will agree that it is best to pursue these issues in an orderly, holistic manner. If so, we can resolve all the cases in a timely fashion.

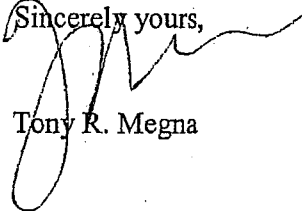
Douglas N. Truslow, Esquire
Page 2 of 2
April 18, 2007

Finally, I am also enclosing Defendant Lee's First Set of Interrogatories, Defendant Lee's First set of Requests to Produce, and Defendant Lee's Amended Answer, Counterclaim and Crossclaim. In response to your request for production of documents, my office is separately sending you a CD that contains PDF versions of the documents you requested. You should receive it within the next few days. In addition, as you are likely aware, we recently completed depositions of Mrs. Lee as well as the other defendants in a companion case brought by Mr. Earle. I have not received a copy of the deposition but will forward you a copy when I receive it if you request. The depositions include copies of materials that Ms. Lee has in her possession that is relevant to your request.

I can be reached at 803.799.1700. My office will take a message and I will return your call. I can also be reached at tony@pdhc.com.

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

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

April 20, 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

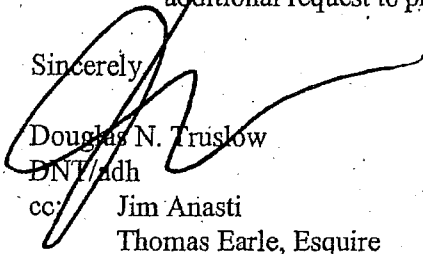
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

In response to your letter dated April 18, 2007:

1. It is very difficult to reach you by phone and I had to set a deposition date without your input. Please give me dates for a deposition and I will try to accommodate your schedule. I expect to take the deposition within the next two weeks and it was set more than thirty days after service of the cross-claim in any event. Please advise me of your schedule.
2. I would respectfully suggest that under the circumstances simply telling me you object to a deposition is not sufficient when my client's notice was in compliance with the rules. You need to file a formal objection if your client will not comply with discovery.
3. I was previously unaware of any pending action involving Mr. Earle. The last I knew -- at the time I noticed the deposition, was that it was dismissed or inactive. Will you provide me with copies of the file and all discovery?
4. Mr. Anasti lives in Charleston and can be available. Please just have your staff contact mine about taking his deposition -- your suggestion of taking it on the same day as Ms. Lee's seems appropriate to me.
5. You may be laboring under a misconception -- I have not met with Mr. Earle in the past. We have only talked very briefly by phone.
6. Based on the disclosures of a deposition of Ms. Lee, you will find enclosed an additional request to produce.

Sincerely,


Douglas N. Truslow
DNT/adh

cc: Jim Anasti
Thomas Earle, Esquire

DOUGLAS N. TRUSLOW, P.A.
ATTORNEY
914 RICHLAND STREET, SUITE B-102
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May 3, 2007

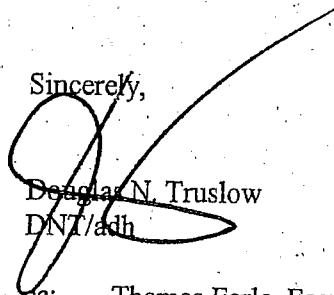
Re: James A. Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and
Richland County Clerk of Court
Civil Action Number: 2007-CP-40-0576

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC. 29016

Dear Tony:

It appears that discovery served upon you as the attorney for Defendant Lee has not been fully and/or timely answered. Please give this your immediate attention so that we may take depositions (which I agreed to delay after May 24th). Also, please give me a date(s) when I may take your client's deposition towards the end of the month.

Sincerely,


Douglas N. Truslow
DNT/adh

cc: Thomas Earle, Esquire
Jim Anasti

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

Rec'd
6/4/07

note: Pay are dated
MAY 9 as
long as need to
pay letters,
with prior
it was sent
mailed
MAY 7

DOUGLAS N. TRUSLOW, P.A.

ATTORNEY

914 RICHLAND STREET, SUITE B-102
POST OFFICE BOX 1465
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FAX (803) 256-7659

May 17, 2007

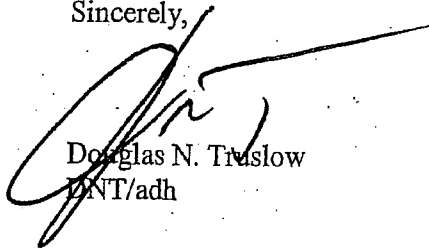
Re: James A. Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and
Richland County Clerk of Court
Civil Action Number: 2007-CP-40-0576

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

It's been some time now since Harriet and I talked about taking your client's deposition this month. And I haven't heard from you, nor have I gotten full discovery responses. Please give me the courtesy of a prompt response.

Sincerely,



Douglas N. Truslow
DNT/adh

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

June 1, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

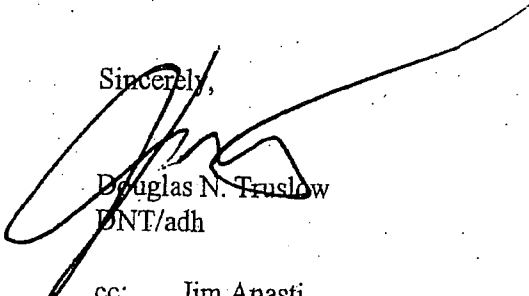
I am writing this letter to follow up on discovery I sent in March, the notice of Deposition of April 3, 2007 and my letters of April 20, 2007, May 3, 2007 and May 17, 2007 to which I have gotten no (or inadequate) responses.

In my April 20, 2007 letter I asked for a convenient date for a deposition. Some time later Harriett called and asked if we could take the deposition in late May and I agreed, provided you would give me a firm date, as confirmed in my May 3, 2007 letter. When I heard nothing in return, I wrote on May 17, 2007 and likewise I received no response.

Under the circumstances, I know of nothing else I can do. Accordingly, this will serve as the notice of the taking of your client's deposition on Friday June 15, 2007 at my office at 10:00 a.m. Under the circumstances we will have to take Mr. Anasti's deposition on another date.

Also enclosed is a Motion to Compel.

Sincerely,



Douglas N. Truslow
DNT/adh

cc: Jim Anasti
Thomas Earle, Esquire

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

June 5, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

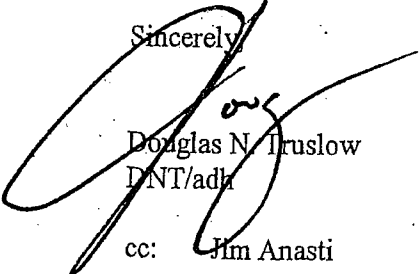
Dear Tony:

After I wrote to you last Friday, I received a letter from you dated May 7, 2007. I certainly don't doubt that you mailed the letter on that date, but it was addressed to Douglas Truluck at what appears to be an address different from mine (but the ink/type is so faint that it is difficult to tell). In any event, it was at some point forwarded to me.

On another note, if your client is having "medical problems", but is working then she should be able to have her deposition taken. If your client has a disabling medical condition, I certainly want to accommodate her. To that extent, an Affidavit from your client to the effect that she is not working and an Affidavit from her doctor confirming this should be sufficient. Otherwise, I expect to take the deposition.

May I hear from you?

Sincerely,


Douglas N. Truslow
DNT/adh

cc: Jim Anasti

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

June 6, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

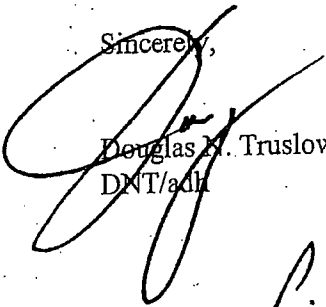
In reviewing Defendant Lee's Answers to Interrogatories dated May 9, 2007 (received June 4, 2007), I have the following comments:

- Interrogatory #1: Your client has not indicated if there are any statements.
- Interrogatory #2: Your client has not listed responses and I am unable to ascertain what documents you refer to. I did receive a disc (with no cover letter or explanation) in May. Again, I need precise responses.
- Interrogatory #4: I need to know what each witness will testify to.
- Interrogatory #8: There was no response.

Also, the answers to interrogatories are not verified. Please see that this is done as soon as possible.

Finally, I have no response to the 2nd set of requests for production dated April 23, 2007. When may I expect a response? I must have this prior to your client's deposition and/or we will need to recess the deposition until your client complies with discovery.

Sincerely,


Douglas N. Truslow
DNT/adh

P.S. Your client needs to
comply with the Court rules (I provide
discovery) before holding my client's
Page 1626

Douglas N. Truslow

From: Doug Truslow [doug_dnt@bellsouth.net]
Sent: Wednesday, June 06, 2007 4:16 PM
To: 'harrieth@pdhc.com'
Subject: RE: Confirming Our Telephone Conversation

I have written to Mr. Megna several times, and I had previously left messages to no avail. If you have an opportunity to review the file, you will obviously be able to see what deficiencies there are. I am very sorry that your client is ill and will try to accomidate her - even more reason to go ahead and get discovery completed.

Doug

From: Harriet Hobbs [mailto:harrieth@pdhc.com]
Sent: Wednesday, June 06, 2007 4:04 PM
To: 'Doug Truslow'
Subject: RE: Confirming Our Telephone Conversation

*She has no file,
so she can't
assist.*

Good Afternoon -

Ms. Lee is scheduled for surgery the week following her deposition. She will be in the hospital for several days and out of commission for at least 6 to 8 weeks following surgery. She will not be able to drive for at least 4 to 6 weeks.

If you would please let me know what responses Tony has not provided, I will make every effort to assist. Although, Tony has informed me that he has nothing left to provide.

If we are unable to take both depositions on the same day, I propose we check the calendars to find a day that would be acceptable to you, your client, Tony, and Gina.

I look forward to hearing from you.

Harriet

*Tax returns
other 1st. Tr. files
weeks, etc*

-----Original Message-----

From: Doug Truslow [mailto:doug_dnt@bellsouth.net]
Sent: Wednesday, June 06, 2007 3:27 PM
To: harrieth@pdhc.com
Subject: RE: Confirming Our Telephone Conversation

I would like to take both depositions at the same time, but I cannot do so unless or until I get full discovery responses. Therefore, I would propose to go ahead and at least start on Ms. Lee's deposition and just adjourn it, to be resumed at a later date and thereafter having Mr. Anasti's depostion taken. Also, since Mr. Megna has listed Mr. Earle as a witness, this may complilcate matters somewhat.

From: Harriet Hobbs [mailto:harrieth@pdhc.com]
Sent: Wednesday, June 06, 2007 9:54 AM
To: doug_dnt@bellsouth.net
Cc: tony@pdhc.com
Subject: Confirming Our Telephone Conversation

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.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:

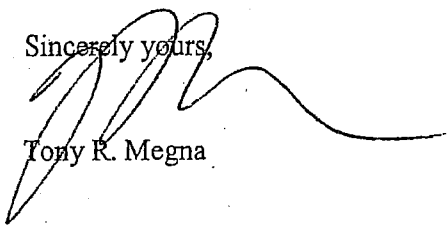
Mrs. Lee has agreed to have her deposition taken on June 15, 2007 as you have insisted. I reiterate that your decision to go forward with Mrs. Lee's deposition at this time is ill-advised, but I defer to your judgment as long as you keep your previous commitment to have your client available at the same 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

cc: Jim Anasti

P.S. Please see the enclosed 2nd set of requests for admission directed to your client.

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

June 11, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

In response to your letter dated June 8, 2007 (received June 11, 2007), I am not trying to be difficult and to the extent you think I am, I am truly sorry. However, you are extremely difficult to get in touch with, as confirmed by your staff (Harriett Hobbs). Harriet, who I understand works in a corporate office with which you are affiliated indicated that you perform your legal work out of your home in Blythewood, that you prepare your own correspondence and pleadings and that you are extremely busy at present working out of town on what I understand to be non-legal personal business ventures(s).

I have been trying to take your client's deposition for months now, and in fact agreed with Harriett to accommodate what I understood to be your busy personal business schedule and take your client's deposition in late May at a date selected by and convenient for you and your client. However, when I had not heard from you after agreeing to reasonable accommodations, I had to just set a deposition date.

I did previously say to Harriett that it seemed to make perfectly good sense to take my client's deposition on the same date as yours, predicated on your client fully complying with discovery (not yet done). I thought I made it perfectly clear and followed up with my June 1, 2007 letter but if you are confused, let me make it clear now – the taking of my client's deposition on June 15, 2007 has always been dependant on your client's timely and full discovery responses (obviously not done and hence my June 1, 2007 letter).

In response for your "Revised Answers to Plaintiff's First Set of Interrogatories", I am unfortunately not "mollified". All I want is complete discovery responses. It is that simple. For example, I do not have copies of depositions as your client opines, nor do I have copies of the file in the other case you referenced.

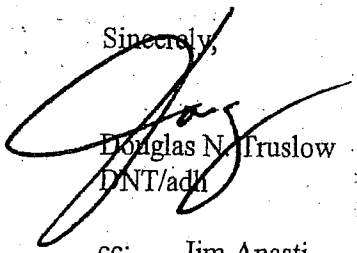
Regarding the remainder of the second paragraph of your letter, I did not overlook the CD mailed from Darlington. The CD came in a plain envelope with no letterhead, much less a cover letter or the proper form or format by which attorneys normally respond to discovery (and I didn't know and still don't know you had a Darlington law office - I have no address for it in any event, but Harriett did explain at a later date that you are doing some type of non-legal work in Darlington). Upon opening the envelope and then opening the CD, I did assume it came from your office, but my staff jokingly labeled it "mystery file" given the extraordinarily unusual manner of delivery. Nonetheless it is obviously not complete as previously indicated and as reiterated herein.

As to Ms. Lee's health and ability to be deposed I understood from your previous letter dated May 7, 2007 (received June 4, 2007, subsequent to my client's Motion to Compel) that Ms. Lee may be unable to have her deposition taken in a timely manner because of health reasons, yet I confirmed that she was in fact working. My thought process under the unique circumstances with which I was presented was that if she could work full time, she could certainly have her deposition taken. I knew nothing about her health care insurance coverage and in any event would have agreed to take the deposition at a time so as to reasonably accommodate her schedule if she were too sick to participate in legal proceedings, had you communicated with me in a timely fashion.

Finally, in response to my concerns about not being able to reach you, Harriett has now made clear that all my concerns should be directed to her - and she is most courteous and polite and I enjoy talking with her. The problem is that she apparently does not receive or respond to pleadings, correspondence, etc. and hence her ability to relay to you my concerns is limited.

In closing, I expect to start with the taking of your client's deposition on June 15, 2007 (to be concluded when she fully responds to discovery). After that time you may take my client's deposition - either with proper notice or by consent. If your client does not fully respond before her deposition my client will seek fees and costs.

Sincerely,



Douglas N. Truslow
DNT/adh

cc: Jim Anasti

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

June 14, 2007

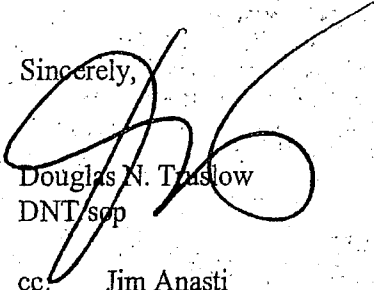
Re: *James A. Anasti v. Lance Wilson, Willis Goodwin, Gina L. Anasti Lee, and*
Richland County Clerk of Court
Civil Action Number: 2007-CP-40-0576

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

Please accept this as the notice of the taking of your client's deposition on Tuesday, June 26, 2007 at my office at 9:00 a.m. We will take Mr. Anasti's deposition on the same date following that of Mrs. Gina L. Anasti Lee.

Sincerely,


Douglas N. Truslow
DNT/sop

cc: Jim Anasti
Thomas Earle, Esquire

Amanda Hilley

From: Amanda Hilley [manda_dnt@bellsouth.net]
Sent: Thursday, July 19, 2007 1:08 PM
To: 'harrieth@pdhc.com'
Subject: Anasti v. Lee

Dear Ms. Hobbs:

I am writing to confirm that Mr. Megna is aware that the depositions of Willis Goodwin and Lance Wilson have been scheduled for 7-27-07 at 10:00 and 11:00, here in our office. Mr. Megna was sent notice a while ago – but Mr. Truslow asked that make sure you were aware of it as well.

If you have any questions, please feel free to contact me.

Sincerely,

Amanda Douglas Hilley

Paralegal for Douglas N. Truslow
914 Richland St., Suite B-102
P.O. Box 1465
Columbia, SC 29202
(803) 256-6276
fax (803) 256-7659

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Version: 7.5.476 / Virus Database: 269.10.9/907 - Release Date: 7/18/2007 3:30 PM

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

qta
10. 4 (1.00)

Tony R. Megna

Attorney and Counselor at Law

5 Fulmer Road

Blythewood, South Carolina 29016

105
92485 00.580 P68679137
7120 MAILED FROM COLUMBIA SC 29201

File
Proctor

J. Wilson
Douglas N. Mulick
PO Box 1465
Columbia, SC 29202

2920231465 B018

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

July 20, 2007

note:
- Post marked
Aug 20,
2007
+
received
Aug 21, 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

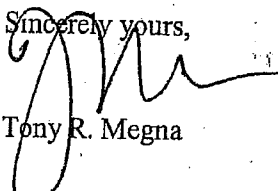
Dear Doug:

Ms. Lee respectfully objects to your recent request for production of her tax records as well as to your request for communications she may have had with Joe Moore, a previous attorney who worked with both Ms. Lee and me in regard to these matters. The basis of the objections are (a) the request for Ms. Lee's tax returns are unnecessarily harassing in view of the fact that no judgment has been rendered against her and she has requested no damages from your client and (b) Ms. Lee asserts her privilege to refuse to disclose, and to prevent another from disclosing, a confidential communication between client and lawyer. In addition, any writing performed by Mr. Moore that reflects his impressions, conclusions, opinions, or legal research or theories, are not discoverable as the information is attorney work product for both him and me.

As I have stated in the past, I suggest we agree to stipulate some of the facts of the case in order to assist the court. If you agree, 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 week. I will call you at the arranged time. Thank you for your consideration in the matter. 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

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

August 21, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

In response to your letter of July 20, 2007 (sic), postmarked August 20, 2007;

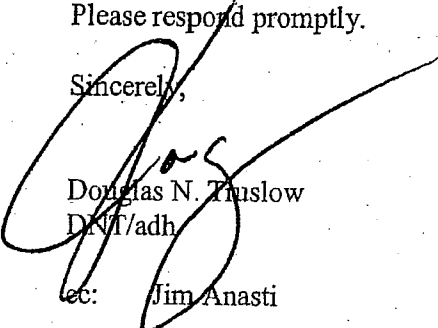
The basis for seeking tax returns relates to how or whether your client declared rental income, depreciation, her "basis" in the property and capital gains treatment (all reflective on her claim of adverse possession). Therefore, her objection is meritless.

Regarding Mr. Moore and "attorney/client privileged communications" and "work product", (a) it was waived by virtue of previous production, (b) it would be open to discovery relative to your client attempting to perpetuate a fraud e.g. get something to which she was not entitled (see McCormick on Evidence Chapter 10), (c) it does not apply to your communications with others, (d) an outside Agent's report is not privileged, especially when he is not paid, (e) the information sought does not reasonably interfere with Ms. Lee's preparation of her case or trial theories, (f) good cause exists (but is not necessary) for the production of the requested documents, (g) Rule 26 authorizes it, (h) discovery of facts and opinions of "experts" are discoverable (Rule 26(b)(4)(i)). The objection was not timely in any event.

Finally, there continues to be a problem with your mailings, dates, etc. In your letter referenced above, it was mailed August 20, 2007 (outside the time limits) rather than being submitted July 20, 2007 (within the requested time). I know I have been over this before, but whomever is preparing or sending out your mail is not mailing items on the date(s) referenced in your letters and I do not want it to appear that I am being unreasonable.

Please respond promptly.

Sincerely,


Douglas N. Truslow
DNT/adh

cc: Jim Anasti

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

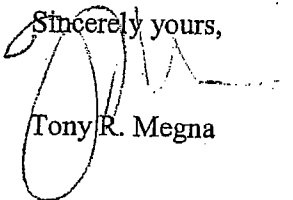
Dear Doug:

In regard to your recent invective dated August 21, 2007, please 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 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. For whatever reason, your advocacy in this case has become extreme. When I opened my entire file to you, I trusted you to respond fittingly. I trust I have not been mistaken in this regard. I respectfully remind you of your on-going responsibility to produce any and all documents you may have received from any source that you have not previously produced. In this regard, I request that you produce copies of all documents in your possession that have not been previously produced by you that in any manner relate to the pending case.

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

*Rec'd
9/4/07
NO in closure*

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

August 31, 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:

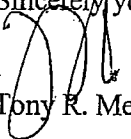
My position on your outstanding motion to compel is that it is frivolous as all responses to discovery have been completed. If you have specific issues regarding discovery to which you believe Mrs. Lee has not responded [other than to the tax return issue], please detail them and I will discuss the matter with Ms. Lee. However, to the best of my information, all discovery has been completed. Again, please be advised that correspondence to or from Joe Moore to Mrs. Lee or to me, if in your possession 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 to stipulations, I made the offer as a courtesy and you have failed to contact me as I requested. My offer remains open if you decide to contact me. Please call Harriet and she will arrange a time at your convenience.

Finally, please find enclosed my objection to your taking the deposition you have scheduled for September 10. Specifically, Mrs. Lee objects to any testimony by Mr. Dallis that waives or may waive the attorney-client privilege between the Dallis Law Firm and Mrs. Lee.

With kind regards, I remain

Sincerely yours,


Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

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 4, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

In response to your letter dated August 31, 2007, I suggest you simply reread my June 6, 2007 letter as it is abundantly clear as to your client's discovery deficiencies. Nonetheless, I will restate them;

Discovery deficiencies are, *inter alia*, as follows:

- a. First Set of Interrogatories¹:
 - #2 – there is no list of what was produced.
 - #4 – no witnesses, nor summary of each witnesses' testimony, is set forth.
 - #5 – Defendant set forth summaries or conclusions of law only. If, however, Defendant does not intend to offer testimony beyond her specific responses, there would be no deficiency.
 - #7 – I have requested all facts, reasons and supporting documents. If Defendant does not intend to offer testimony beyond the specific responses there would be no deficiency.
 - #8 – there is no response.²
- b. First Set of Requests to Produce:

A sole computer disc contained in a plain envelope with no cover letter was submitted. If there are no other documents (or testimony) relied on, Defendant's response may be sufficient, but items produced should be listed so there will be no confusion.
- c. Second Set of Requests to Produce:

Simply having your staff bring a single, disorganized file is not sufficient. Please list each item produced, so we will be "on the same page" and so there will be no confusion.
- d. Third Set of Requests to Produce:
 - #1 – obviously not produced.

¹ Defendant's responses are not in the customary format.

² I have your revised answers dated June 8, 2007, but your assumption at that time that I had copies of depositions was inaccurate. Please respond fully.

#2 – obviously not produced.

#3 – obviously not produced.

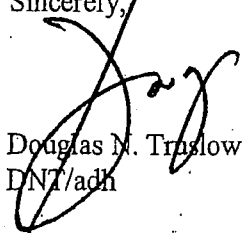
#4 – obviously not produced.

I would also note that communications with a “title company” are not privileged and I requested non-privileged items only.

Regarding your comment relative to me failing to contact you regarding stipulations is simply inaccurate and I reiterate my suggestions that you put what you want to do in writing and I will review it.

Finally, there is no enclosure as referenced in your letter.

Sincerely,



Douglas M. Truslow
DNT/adh

cc: Jim Anasti

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 6, 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

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

On 9-4-7, I received a letter dated 8-31-07 purporting to enclose an "objection" to the taking of Mr. Dallis' deposition. However, no motion was enclosed, as indicated in a separate letter I dictated on 9-4-07.

At the in-chambers conference before Judge Lee on the morning of 9-4-07 you indicated that you had the week previously filed and served two separate motions for "Protective Orders" and you then expressed surprise when I said I had not received the motions you asserted that you had the week previously mailed and filed¹, thereby ostensibly reflecting poorly on me (and Mr. Earle and Mr. Dowling).

On 9-5-07, I received two motions. One motion for a Protective Order (with no cover letter) was dated September 4, 2007. The envelope reflects that it was postmarked in the p.m. of September 4, 2007 and you personally signed a certificate of service reflecting that it was mailed to me, Mr. Earle and Mr. Dowling on September 4, 2007. In the motion, your client apparently seeks to prevent or limit the scope of Mr. Dallis' deposition despite the fact that your client has made claims against Mr. Dallis, thereby waiving any privilege, if one ever truly existed. Clearly, your motion was not previously filed, mailed or otherwise served as you represented to the Court, but I do not know what effect your misrepresentation had on the Court's decision. In any event, a court reporter is required for your motions hearing, and unless or until you have a Protective Order, I intend to proceed as allowed by the Civil Court Rules².

The other "Motion for Protective Order, Return of Privileged Information and for Attorney's Fees and Costs" (again with no cover letter and in a separate envelope) was likewise postmarked in the p.m. of September 4, 2007. No motion coversheet was enclosed and there was no signed motion – but there was a certificate of mailing form (not signed) reflecting that you personally mailed it September 4, 2007. In that this second motion is not in compliance with the Civil Court Rules, my current plan is to likely consider it to be a "non-event" (as a pleading), depending on your response to this

¹ Mr. Earle and Mr. Dowling confirmed that they had also not received any motions from you.

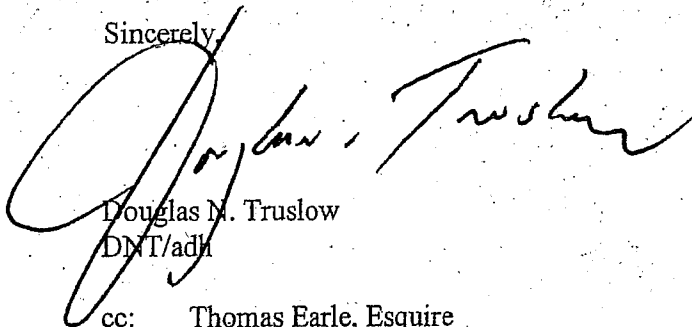
² As of 4:00 p.m. on September 5, 2007, no motion for a Protective Order signed by you had been received by the Clerk of Court, according to its staff.

letter. That said, your assertion that I have failed to disclose how I obtained certain documentary evidence relative to Blue Granite/Joe Moore is inaccurate. As I explained before and as you have acknowledged, it came from you – I had requested non-privileged documentation and you ultimately produced it for copying, so you have the original. The document was presumably not produced in error and I believe I am entitled to what was produced (and more that you apparently refuse to produce). Any assertion that Mr. Moore, Mr. Earle, Mr. Dallis, or Mr. Dowling unethically produced privileged information to me is so far from the truth as to be beyond comprehension and I am disappointed that you would even suggest it. Simply stated, no unethical conduct has occurred on our part.

Now to the more serious issue: you have now purportedly filed a motion in which you have directly accused me and indirectly accused others of unethical conduct. If you have indeed filed this motion (or submitted it for filing), you must provide me with a copy and I will then evaluate what course of action I should take – possibly reporting the matter to the Commission on Lawyer's Conduct and allowing it to fully address the issue you have raised. Regardless, you have a duty to report to Judge Lee that you did not report accurately to her your representations relative to having filed two motions the week before our meeting with her (that were in fact not filed as represented) because that may have impacted on her decision relative to matters in both your client Mrs. Lee's case with Mr. Earle and Mr. Dowling clients and in my client Mr. Anasti's case against your client and Mr. Earle's clients.

In conclusion, I am certain I have followed the Rules for Professional Conduct and I am disappointed that our relationship has deteriorated to this level. Please advise me on how you plan to deal with these issues.

Sincerely,

A large, stylized handwritten signature in dark ink, appearing to read "Douglas M. Truslow". The signature is written over the typed name and initials.

Douglas M. Truslow
DNT/adh

cc: Thomas Earle, Esquire
Curtis Dowling, Esquire

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 5, 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

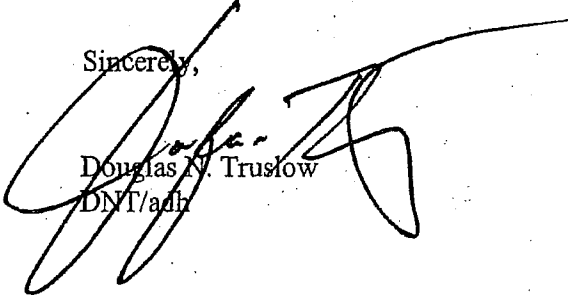
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

In response to your telephone call earlier on 9-4-07, in which I understood you to inquire about good faith as it relates to adverse possession, I would simply refer you to your client's deposition as you are certainly capable of researching the legal issues. That said, in your client's deposition, she testified that she relied in good faith on the will and deed of distribution as the basis for her claim, that if she did something wrong she would want to correct it; that she would want to be honest; that Jim was never ousted from the property; that she did not hold the property for the requisite 20 years for adverse possession or 40 years for a "presumption of grant", that the equitable, etc. claims have no legitimacy.

In closing, your client's tax returns should speak volumes about the efficacy of any case that she may have.

Sincerely,


Douglas N. Truslow
DNT/adh

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

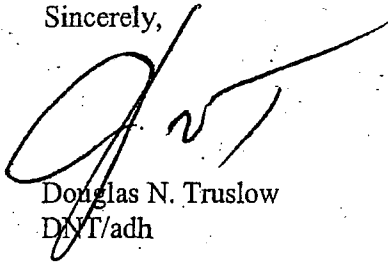
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

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

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 12, 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

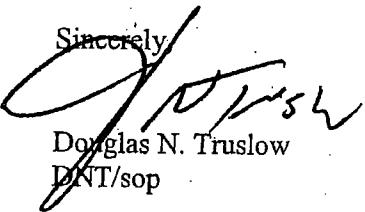
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

In response to your seven page letter of September 11, 2007;

1. There have been no "outbursts" because (a) it was initially extraordinarily difficult to get in touch with you, as confirmed by other counsel in the respective cases and (b) I have made clear, based in large part on your past letters and on our unfortunate inability to communicate effectively that I preferred to communicate with you in writing, with the point being that we have not talked in a long, long time - months.
2. If you had submitted Motions to the Court on August 30, 2007, I would have thought I and other counsel would have received copies. The only Motion I have is the one from you of September 4 (received September 5) which is after you advised the Court that you had filed two Motions the last week of August. Moreover, one Motion does not reflect that it has ever been filed and it was not signed, nor was there a cover sheet (or letter of transmittal). Again, I have only one filed Motion for a Protective Order.
3. As to your paragraph third and the remainder of your letter, suffice it to say, that I disagree with most of what you have asserted, and I doubt that any further explanation would assist the two of us in resolving this dispute.
4. If you were to claim that I removed a document from your file and did not return it, that would be untrue. Nonetheless, you will find enclosed a copy of the January 13, 2005 letter that I copied (which you should have retained independently in your computer correspondence file), as well as a copy of the title report that I also copied.

Sincerely,


Douglas N. Truslow
DNT/sop

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tony.megna@schar.org

September 13, 2007

Curtis W. Dowling, Esquire
Post Office Box 8448
Columbia, SC 29202

Re: Wilson v. Lee, CA Number 04CP405333

Dear Curtis:

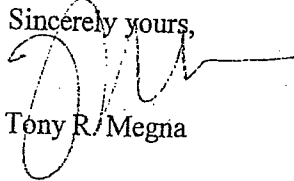
As to your recent subpoena to Doug Truslow, I respectfully suggest that you allow the Court to determine the propriety of Doug's actions prior to making attempts to subpoena documents that you have reason to believe may be privileged and were inappropriately removed from my files while I was not present. Doug has just this date [September 12] provided me a copy of the document he personally took from my files even though he has had it for months. It is a letter to my client from me. I firmly believe Doug has acted precipitously and improperly, and that the letter was and remains privileged. Please let me know how you intend to proceed.

As to attorney's fees as an element of damages, I understand you are much more versed in this matter than me. To make it clear, Mrs. Lee is not seeking attorney's fees for the prosecuting the underlying negligence action against your client, but rather, as a direct consequence of having to defend the *third-party actions* that have been filed against her because of the failures of the Dallis Law to properly certify the title to the Two Notch property. If you have information or case law that leads you to believe this is not an appropriate element of damages in this context, please let me know.

Finally, while Mrs. Lee and I have a written fee agreement, I am not convinced that it is discoverable under these circumstances. I will research the matter and get back with you. Also, I will provide you a written accounting of actual costs expensed prior to trial. However, I do not believe actual costs for depositions, copying, filing fees, etc. [other than attorney's fees] will exceed \$1,500.00.

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@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 believe 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.

Thomas G. Earle
Douglas N. Truslow
September 13, 2007
Page 2 of 2

*not
True*

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.

*4 years
10 54
sold 7!*

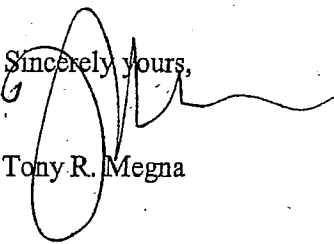
Also, in order to simplify matters for everyone, Mrs. Lee has determined, now that discovery has concluded, that nothing has been produced that disputes the validity of the 1978 deed transferring the 'Two Notch property' to Albert and James Anasti.

*non
bepu?*

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

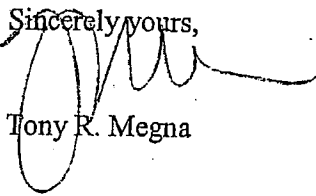
now understand that you have discussed your imagined accusations against me with others. You have crossed the line between passionate advocacy and unprofessional partisanship. I call on you again to act responsibly. The best course for now is to try our cases. I am ready to do so at the earliest possible time. Most of the facts are of public record.

In closing, I also intend to take the extraordinary step of not honoring further discovery requests from you for several key reasons – your requests and communications have become increasingly harassing and vexatious, you have now taken depositions of every major witness in the case, and you have inspected all documents in my possession, and you have refused to provide me a copy of the document you removed from my files. Please find attached a Motion to Terminate Further Discovery in the current matter. I really do not know how to proceed as I have never taken this step previously under these facts. Out of an abundance of caution, I have purposely left the motion short to give you the opportunity to discuss resolving all of our myriad disputes prior to further action by the Court. I do not want matters to escalate. I simply want to try my case and not to be harassed in the process. Please let me know how you wish to proceed.

I again request that you at least provide me copies of the exact documents you claim are in your possession that you say waive all privilege between me and my client.

With kind regards, I remain

Sincerely yours,


Tony R. Megna

Cc: Gina L. Lee
PO Box 655
Blythewood, SC 29016

DOUGLAS N. TRUSLOW, P.
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 17, 2007

Re: Anasti v. Lee et al.
2007-CP-40-0576

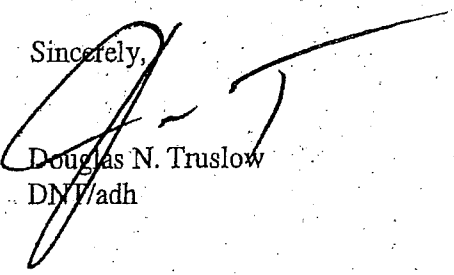
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Tony:

In response to your letter dated September 13, 2007, I want my position to be abundantly clear:

1. I did not "produce" any letter "removed" from your files, nor did I "pilfer" anything. I sent you a copy of document(s) I copied from the file you produced for copying. I simply had my office copy documents you produced and the "file" was returned in the same condition in which it was produced.
2. I do not believe the Clerk of Court made an error and it is understandable that pleadings that are mailed to the Clerk with no request for clocked-in copies are not immediately filed and I reiterate that I have not received a signed Motion. Nonetheless, it would not likely serve any useful purpose to address this with you further.

Sincerely,



Douglas N. Truslow
DNT/adh

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

November 8, 2007

Re: Anasti v. Lee et al.
2007-CP-40-0576

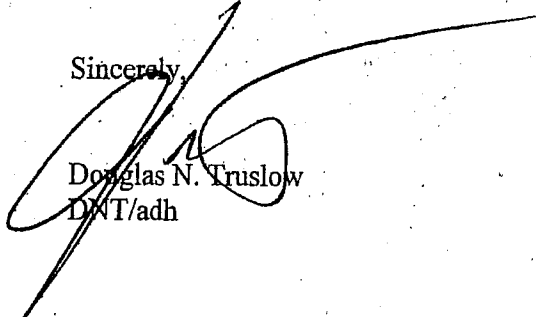
Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

Please provide me with a copy of the sealed document/exhibit referenced in your September 13, 2007 letter. I will agree not to disclose it to any non-party, excepting attorneys that may be involved in this case (or the Court) without a Court Order.

Also, you will find enclosed a Request for Production, given that you have raised an issue that your client's deposition testimony was "tainted" (your letter of September 11, 2007) and/or could not be relied on. I will agree to confidentiality as set forth above and/or you may prepare an appropriate Consent Order.

Sincerely,


Douglas N. Truslow
DNT/adh

Not provided

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

November 15, 2007

Re: Anasti v. Lee et al.
2007-CP-40-0576

Tony R. Megna, Esquire
1815 Fulmer Rd.
Blythewood, SC 29016

Dear Mr. Megna:

I am very disappointed that we seem to be unable to reconcile our differences, especially relating to issues surrounding the production of the title report of Blue Granite, and your letter of January 13, 2005.

If you really think I have done something improper, you have clear options and obligations available to you, the second most obvious and expeditious of which is to ask the Court to immediately schedule a hearing on your motion(s).

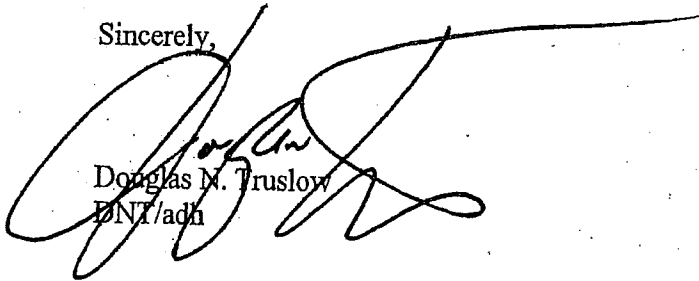
That said, I would be willing to sit down with you and a respected member of our local bar to see if we could iron this out if you wish. Reece Williams or an ethics professor comes to mind as professionals who may be able to assist us. Is this an unreasonable suggestion? Are you willing to meet under these circumstances?

On another note;

1. I disagree with your repeated assertion(s) that I waited four months to "notify" you that I had obtained client-privileged documents because;
 - a) I do not believe the documents were privileged;
 - b) The privilege, if any, was clearly waived – you told me I could have "anything and everything" in the file that would be brought to my office; and
 - c) You have asserted previously that I had in fact notified you that I had documents you contend I should not have.
2. I identified what was copied from the file(s) Ms. Hobbs produced – out of an abundance of caution, I indicated that you should consider that everything was copied and I even gave you "copies of the copies" my office copied, e.g. the ones to which I understand you to object. And, I must ask because I think it is important: Is it your contention that I should not have copied the Blue Granite title report that was prepared for Joe Moore? If that is your contention, why do you make that claim?

3. You know and I know I never "pilfered" anything from your files and I deny and have always denied such a claim. Likewise I have not ever stated that I unethically copied privileged documents from your files.
4. I have asked before (and got no response) so I will ask again: Is it now your position that you unintentionally provided me with documents (your letter of January 13, 2005 and the Blue Granite Title report)? If so, at what point did you realize you erred, how did it come about and when do you contend you notified me?

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Douglas N. Truslow', is written over the typed name and initials.

Douglas N. Truslow
DNT/adh

TONY R. MEGNA
ATTORNEY-AT-LAW
1815 FULMER ROAD
BLYTHEWOOD, SOUTH CAROLINA 29016
TELEPHONE: 803-799-1700
tmegna@gmail.com

November 21, 2007

The Honorable J. Ernest Kinard, Jr.
Richland County Courthouse
PO Box 2766
1701 Main Street
Columbia, South Carolina 29201

Re: Anasti v. Wilson, et. al., 07-CP-40-00576

Dear Judge Kinard:

Please find enclosed a copy of the Defendant Lee's Rule 59(e) Motion to Alter or Amend this Court's October 27 order and judgment in the above case. The Motion was filed with the Richland County Clerk of Court on November 20, 2007. I respectfully request the Court to consider all of the arguments in the Motion, and in particular, the S.C. Supreme Court's decisions establishing that once the ten year statute on a claim for adverse possession begins to run, intervening acts such as those relied upon by Plaintiff do not arrest the limitations period. *Milton v. Pace*, 85 S.C. 373, 67 S.E. 458 (1910); *Sutton v. Clark*, 59 S.C. 440, 38 S.E. 150 (1901). As it is undisputed that the running of the statute of limitations ended last November, 2006, and the Plaintiff did not file his action until January 28, 2007, the Defendant Lee is entitled to summary judgment on a claim of adverse possession of the Two Notch property as a matter of fact and law.

With kind regards, I remain

Sincerely yours,

Tony R. Megna

Cc: Thomas G. Earle, Esquire
Douglas N. Truslow

Douglas N. Truslow

From: Douglas N. Truslow [Doug_dnt@bellsouth.net]
Sent: Monday, April 20, 2009 3:56 PM
To: 'Tony R. Megna'
Cc: Steven B. Licata
Subject: RE: Anasti / Lee

Dear Mr. Megna:

The "notice" I received from you relative to a bankruptcy having been filed, as well as the filing of an "appeal" were received by me this past Saturday, and I had already written to you on Friday. Basically, our respective letters simply crossed in the mail. Regardless, upon receipt of your letter/"notice"/"appeal", I immediately dictated a letter that will go out today (Monday), basically advising that matters will now be on hold until we can get further clarification and/or a resolution of the bankruptcy issue(s).

You and Mr. Matthews may deal with Steve Licata on Mr. Anasti's behalf about the ramifications of Ms. Lee's bankruptcy, and I will simply assume matters to be on hold pending his instructions. I trust that will be satisfactory. If not, please advise as to what else you would like done at this particular point in time.

Douglas N. Truslow
PO Box 1465
Columbia, SC 29202

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

(803) 256-6276

fax (803) 256-7659

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-----Original Message-----

From: Tony R. Megna [mailto:tmegna@gmail.com]
Sent: Monday, April 20, 2009 2:36 PM
To: doug_dnt@bellsouth.net
Subject: Anasti / Lee

Doug-

I just received your letter dated April 17, 2009.

First, just to be clear, I spoke to your secretary within an hour of your office receiving the fax from me last week. She called me. She told me you were out of the office and she would see to it you received the information. I wrote a second letter to you that afternoon extending the deadline, sent

it by fax and told you to call me if you wanted. I provided both office and mobile numbers for you to call in both letters. You chose not to contact me. Ms. Lee then filed the Notice of Appeal and the bankruptcy petition.

I agree we have a fundamental legal difference with the law being applied to the facts in regard to the ownership of the Two Notch property. However, the determination of who owns the Two Notch property is now for the bankruptcy court to determine.

Finally, I am astounded you threatened Ms. Lee (and me), in writing, with the collection of a debt you claim is owed to your client from Ms. Lee while having actual knowledge of the filing of Ms. Lee's bankruptcy petition. It is even more astounding considering the fact that you know the lower court orders on which you depend are under appeal and are not final. I will discuss with Ms. Lee the April 17 letter you wrote and inquire as to how she wishes to proceed. While Ms. Lee considers her response to the threats contained in your April 17 letter, I respectfully request you take a step back and re-evaluate matters. The April 17 letter you wrote crossed the line between advocacy and substantial violations of the automatic stay provisions of the bankruptcy code. I respectfully caution restraint as any reasonable person must believe it is way past time for these matters to end.

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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Thank you.

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Version: 8.5.287 / Virus Database: 270.11.57/2060 - Release Date: 04/19/09 20:04:00

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Friday, May 29, 2009 9:14 AM
To: Douglas N. Truslow
Cc: Ben Matthews
Subject: Violation of automatic stay - Lee bankruptcy

Doug-

I am in receipt of your most recent communication to the SC Court of Appeals dated May 27, 2009. With all due respect, the contents of your continued communications to the Court of Appeals violate the spirit and intent of the automatic stay provisions of the United States Bankruptcy Code. I am particularly concerned with your statement to the COA that Ms. Lee has 'tacitly' waived her right to the continued protections of the automatic stay provisions of the 11 USC Section 362. You know this the statement is totally untrue. Most disturbing is the fact that the statement is obviously designed to purposely mislead the Court of Appeals to take action that you know is prohibited by law. Ms. Lee filed her bankruptcy case for the very legal protections afforded her under the Bankruptcy Code that you continue to ignore - including the legal right not to be harassed by continued insinuations and not-so-thinly veiled threats. Considering the fact that Mr. Anastasi testified at his deposition [that you attended] that he had no indication [and was making no allegation] whatsoever that Ms. Lee has acted with improper motive or bad intent in any of her dealings with him, the continuing statements and insinuations made in post-bankruptcy filings, by any reasonable interpretation, can only be interpreted as intentional violations of the automatic stay provisions of the bankruptcy code.

For goodness sake, Doug, please stop and think before you act. You have now made several post-filing threats against Ms. Lee's legal interests. I had hoped the filing of the bankruptcy case would deescalate matters, but that does not appear to be the case. In any event, please cease and desist from taking actions further actions that violate Ms. Lee's legal right under the bankruptcy code.

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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Thank you.

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Version: 8.5.339 / Virus Database: 270.12.43/2139 - Release Date: 05/28/09 18:09:00

Douglas N. Truslow

From: Douglas N. Truslow [Doug_dnt@bellsouth.net]
Sent: Friday, May 29, 2009 1:51 PM
To: 'Tony R. Megna'
Cc: Steven B. Licata
Subject: RE: Violation of automatic stay - Lee bankruptcy

You may have misread Respondent's "communication with the Court of Appeals dated May 27, 2009". Only if it is appropriate and you have a compelling desire to confirm it, perhaps you will reread Respondent's Memorandum (which was submitted in response to the Clerk of Court's request) as well as the Return (responsive to YOUR Memorandum). Those two documents set forth Respondent's position - Respondent believes the Appeal matter(s) is currently stayed, effective since the time of filing for bankruptcy. It would serve no useful purpose to respond to the remainder of your email, except to reiterate that the material assertions (of improper conduct on my part) you have made are disputed. If you have the need to discuss matters relative to bankruptcy, you may contact Mr. Licata. If there were a need to address matters relative to the Appeal, despite the apparent stay, you may do so by writing to me. Under the circumstances, I do not wish to communicate with you further by email. I trust you will understand the reasons.

Douglas N. Truslow
PO Box 1465
Columbia, SC 29202

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

(803) 256-6276

fax (803) 256-7659

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-----Original Message-----

From: Tony R. Megna [mailto:tmegna@gmail.com]
Sent: Friday, May 29, 2009 9:14 AM
To: Douglas N. Truslow
Cc: Ben Matthews
Subject: Violation of automatic stay - Lee bankruptcy

Doug-

I am in receipt of your most recent communication to the SC Court of Appeals dated May 27, 2009. With all due respect, the contents of your continued communications to the Court of Appeals violate the spirit and intent of the automatic stay provisions of the United States Bankruptcy Code. I am particularly concerned with your statement to the COA that Ms. Lee has 'tacitly' waived her right to the continued protections of the automatic stay provisions of the 11 USC Section 362. You know this the statement is totally untrue.

Most disturbing is the fact that the statement is obviously designed to purposely mislead the Court of Appeals to take action that you know is prohibited by law. Ms. Lee filed her bankruptcy case for the very legal protections afforded her under the Bankruptcy Code that you continue to ignore - including the legal right not to be harassed by continued insinuations and not-so-thinly veiled threats. Considering the fact that Mr. Anastasi testified at his deposition [that you attended] that he had no indication [and was making no allegation] whatsoever that Ms. Lee has acted with improper motive or bad intent in any of her dealings with him, the continuing statements and insinuations made in post-bankruptcy filings, by any reasonable interpretation, can only be interpreted as intentional violations of the automatic stay provisions of the bankruptcy code.

For goodness sake, Doug, please stop and think before you act. You have now made several post-filing threats against Ms. Lee's legal interests. I had hoped the filing of the bankruptcy case would deescalate matters, but that does not appear to be the case. In any event, please cease and desist from taking actions further actions that violate Ms. Lee's legal right under the bankruptcy code.

Tony

Please send all written correspondence to:

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Columbia, SC 29203
tmegna@gmail.com
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Thank you.

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Version: 8.5.339 / Virus Database: 270.12.43/2139 - Release Date: 05/28/09 18:09:00

TONY R. MEGNA

ATTORNEY-AT-LAW

3400 West Avenue
Columbia, South Carolina 29203
TELEPHONE: 803-799-1700
tmegna@gmail.com

May 29, 2009

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

COPY
FOR YOUR INFORMATION

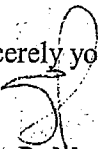
Re: Anasti v. Wilson, et al.
Case Tracking Number: 200877266

Dear Ms. Barber:

The Appellant respectfully requests the Appellee's most recent communication to this Honorable Court dated May 27, 2009 be stricken as violating the automatic stay provisions of 11 U.S.C. Section 362.

With kind regards, I remain

Sincerely yours,


Tony R. Megna

cc: Thomas G. Earle, Esquire
Douglas N Truslow, Esquire
Gina Lee
Steven B. Licata

Douglas N. Truslow

From: Tony R. Megna [tmegna@gmail.com]
Sent: Tuesday, July 14, 2009 9:21 AM
To: Douglas N. Truslow
Cc: Ben Matthews
Subject: Lee case Bankruptcy automatic stay

Dear Doug

I am in receipt of your letter dated July 8, 2009. I imagine it may have slipped your mind, but you are under an obligation to inform the court that the case in which your client is a Plaintiff against Ms. Lee has been stayed by 11 S.C. Section 362. Please verify that you have done so.

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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Version: 8.5.375 / Virus Database: 270.13.12/2235 - Release Date: 07/14/09 05:56:00

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

In re: Tony Megna:

JAMES A. ANASTI,

Plaintiff,

vs.

LANCE WILSON,
WILLIS GOODWIN,
GINA L. ANASTI LEE,
And RICHLAND COUNTY
CLERK OF COURT,

Defendants.

Docket Number: 2007-CP-40-0576

Case No. 2007-CP-40-0576

**SUPPLEMENTAL MEMORANDUM IN OPPOSITION
TO PLAINTIFF'S MOTION FOR SANCTIONS**

Respondent Tony R. Megna, through the undersigned counsel, submits this supplemental memorandum to address the Court's question regarding legal authority to support Megna's argument that this Court lacks jurisdiction to sanction conduct occurring in the bankruptcy proceedings and in connection with Ms. Anasti's appeal to the South Carolina Court of Appeals.

I. Authority In Support of Lack of Jurisdiction

A. Issues Arising In Bankruptcy

In State v. Sheppard, Case No. 2005-GS-47-20 (Jan. 12, 2007)(Attached) the late Judge James Johnson concluded that the State of South Carolina lacked jurisdiction to prosecute a defendant accused of committing perjury in a federal bankruptcy proceeding. Judge Johnson relied upon the United States Supreme Court's decision in Thomas v. Loney, 134 U.S. 372, 10 S.Ct. 584 (1890). In Loney, the Court ruled that state courts lack jurisdiction to punish witnesses for testifying falsely in a federal proceeding. The Court stated:

the power of punishing a witness for testifying falsely in a judicial proceeding belongs peculiarly to the government in whose tribunals that proceeding is had. It is essential to the impartial and efficient administration of justice in the tribunals of the nation, that witnesses should be able to testify freely before them, unrestrained by legislation of the state, or by fear of punishment in the state courts. The administration of justice in the national tribunals would be greatly embarrassed and impeded if a witness testifying before a court of the United States ... were liable to prosecution and punishment in the courts of the state upon a charge of perjury, preferred by a disappointed suitor or contestant, or instigated by local passion or prejudice. A witness who gives his testimony, pursuant to the constitution and laws of the United States, in a case pending in a court or other judicial tribunal of the United States, whether he testifies in the presence of that tribunal, or before any magistrate or officer (either of the nation or of the state) designated by act of congress for the purpose, is accountable for the truth of his testimony to the United States only; and perjury committed in so testifying is an offense against the public justice of the United States, and within the exclusive jurisdiction of the courts of the United States.

Id. at 375.

In State v. Warren, 24 Ariz. App. 380, 539 P.2d 184 (1975), the Arizona Court of Appeals followed Thomas v. Loney and dismissed for lack of subject matter jurisdiction charges of perjury arising from a deposition given in a federal civil proceeding. See also, Commonwealth v. Kitchen, 133 S.W. 586 (Kentucky 1911)(alleged perjury committed by false swearing before a United States commissioner was not subject to the jurisdiction of a state court); People v. Kelly, 38 Cal 145 (1869)(State has no jurisdiction for prosecution of perjury before land officer of the United States), Am. Jur. Perjury § 47 (the giving of false testimony in a proceeding authorized or required by federal law is a crime against the United States, and State courts cannot assume jurisdiction).

In addition, Courts have consistently held that the Bankruptcy Code preempts state law claims for alleged misconduct occurring in a bankruptcy proceeding. For example, In Shiner v. Moriarty, 706 A.2d 1228 (Pa. Super. Ct. 1998),

[T]he trial court concluded that the wrongful use of process claim for damages resulting from the filing of certain papers in the U.S. Bankruptcy Court was properly brought in state court. Opinion, dated May 21, 1997, at 10-11. We must first note that the trial court has misstated the issue. The issue is not whether the trial court could exercise jurisdiction over the controversy. Rather, the issue is whether the application of state tort law to the particular issue was preempted by the Bankruptcy Code. The bankruptcy court's exclusive jurisdiction, if any, is derivative of exclusive application of the Bankruptcy Code to the conduct at issue. Similarly, the Shiners' response is misguided. They focus on the limited jurisdiction of bankruptcy courts in arguing that that court lacked jurisdiction over their wrongful use claim. The issue is whether a wrongful use claim exists, or is it pre-empted by the remedies available under the Bankruptcy Code...

In reversing the lower court, Shiner held that "the Bankruptcy Code permits no state law remedies for abuse of its provisions" and the plaintiffs' claim "being based upon the Defendant's conduct in the bankruptcy proceedings, is preempted by the Bankruptcy Code." *Id.* (citation omitted). Similarly, in Gonzales v. Parks, 830 F.2d 1033 (9th Cir. 1987) the Ninth Circuit Court of Appeals held that State court was without jurisdiction to hear a state law claim that filing of bankruptcy petition constituted abuse of process. *See also*, MSR Exploration, Ltd. v. Meridian Oil, Inc., 74 F.3d 910 (9th Cir.1996)(state claim for malicious prosecution preempted by Bankruptcy Code); Koffman v. Osteoimplant Tech., Inc., 182 B.R. 115 (D.Md.1995)(state claims of abuse of process and malicious prosecution were preempted by Bankruptcy Code); Mason v. Smith, 140 N.H. 696, 672 A.2d 705 (1996)(state tort claims were impliedly preempted by section of Bankruptcy Code governing remedies for wrongful filings).

The Fourth Circuit Court of Appeals, in Grausz v. Englander, 321 F.3d 467 (4th Cir.2003), concluded that malpractice claims against an attorney for providing the debtor negligent advice "arise in" a bankruptcy case as the claims concerned the conduct of the attorney in the bankruptcy case itself and would have had no practical existence but for the bankruptcy case. *Id.* at 471-72. The Court concluded that the Bankruptcy Code expressly recognizes the court's power to address the reasonableness of a debtor's attorney's fees, 11 U.S.C. § 329(b), and the alleged acts of malpractice related to mishandling of the bankruptcy case itself, and thus, as in the case of malpractice claims against professionals of the estate, could arise only in a bankruptcy case. *See also*, Annochino v. Rodolakis, 242 F.3d 36 (1st Cir.2001), (Bankruptcy Court's fee award was implicit finding as to the quality and value of attorney's services and precluded debtors from pursuing legal malpractice claims) Potter v. Pierce, 315 P. 3d 303 (NM Court of Appeals 2013)(claim for legal malpractice against bankruptcy attorneys was barred).

B. Conduct In Connection with Appellate Proceedings

Jurisdiction to award attorney's fees incurred in the appeal of a case before the South Carolina Court of Appeals lies exclusively within the Court of Appeals. Under South Carolina Appellate Court Rule 222(b), attorney's fees are limited to \$1,000 unless modified pursuant to motion under Rule 222(e). In order for the Court to award actual attorney's fees incurred, the prevailing party must make a motion to the Court within ten (10) days after the service of the statement of costs. The statement of costs must be served prior to the remittitur. Rules 222(c), SCACR; Sub-Zero Freezer Co. v. R.L. Clarkson Co., 308 S.C. 188, 417 S.E.2d 569 (S.C.1992).

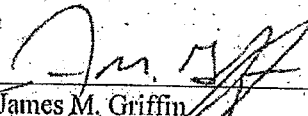
In Bowen & Smoot v. Plumlee, 308 S.C. 325, 417 S.E.2d 855 (1992), the Supreme Court remanded the case to the lower court for an award of attorneys' fees incurred in defending the action. On remand, the respondents' attorney submitted an affidavit of attorneys' fees which

included attorneys' fees in the appeal. The appellant filed a motion for clarification of the Supreme Court's order. The Supreme Court on clarification ruled that:

1) That unless otherwise stated by this Court, the prevailing party on appeal is only entitled to recover attorney's fee for the appeal in the amount of \$750 as automatically provided by Supreme Court Rule 38, now Rule 222(b), (e), SCACR; 2) that respondents never requested of this Court an order modifying the amount of attorney's fees allowed; 3) that the remand was for the limited purpose of determining reasonable attorney's fees incurred in the trial court; and 4) the circuit court was not given authority to award attorney's fees for the appeal.

Plaintiff previously filed a motion in the South Carolina Court of Appeals seeking sanctions and an award of attorneys' fees in excess of the amount provided in Rule 222(b). The Court of Appeals denied Plaintiff's motion. Therefore Plaintiff may not obtain any award of attorney's fees from this Court of Common Pleas for conduct occurring before the South Carolina Court of Appeals. Moreover, the Court of Appeals ruling is the law of the case.

Respectfully submitted.


James M. Griffin
Lewis, Babcock & Griffin, L.L.P.
P.O. Box 11208
Columbia, South Carolina 29211
(803) 771-8000
jmg@lbglegal.com

July 23, 2015

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF GENERAL SESSIONS
ELEVENTH JUDICIAL CIRCUIT

CASE NO. 2005-GS-47-20

ORIGINAL FILED

JAN 12 2007

JAMES R. PARKS
CLERK, STATE GRAND JURY

STATE OF SOUTH CAROLINA

v.

ORDER

RONALD J. SHEPPARD,
Defendant.

A number of pretrial motions were heard in this case on Friday, January 5, 2007.

The court's decisions on the various motions are as follows:

1. Defense Motion to File Exhibits Under Seal.

This motion is granted without objection by the State.

2. Defense Motion to Quash Superseding Indictment as a Result of Prosecutorial
Misconduct.

This Motion is denied. After considering the arguments of counsel and a thorough review of the grand jury transcript, this court does not find any prosecutorial misconduct or grand jury abuse.

3. Defense Motion to Dismiss Count Ten of the Indictment (Perjury)



The Defendant files this motion on the grounds that the alleged perjury was committed during a deposition taken in conjunction with a federal bankruptcy proceeding, and that jurisdiction for such offenses lies exclusively with the United States government. In Thomas v. Loney, 134 U.S. 372, 10 S.Ct. 584, the United States Supreme Court stated;

"the power of punishing a witness for testifying falsely in a judicial proceeding belongs peculiarly to the government in whose tribunals that proceeding is had."

A number of cases have been cited applying this principal of law. After reviewing the cases cited by the State and the Defendant, this court has decided that jurisdiction for this charge lies exclusively in the federal courts. Accordingly, the defendant's motion is granted.

4. Defense Motion to Dismiss Count Ten (Perjury) for Improper Venue.

This motion is moot based on the court's ruling that jurisdiction for this count lies solely with the federal courts.

5. Defense Motion to Sever.

The defendant moves to sever the various counts in the Superseding Indictment and asks the court to order separate trials on these offenses: securities fraud (Counts One, Seven, and Eleven); bank fraud (Count Two); insurance fraud (Counts Three, Four, Five, and Six); obtaining goods under false pretenses (Count 8); breach of trust (Count Nine); and perjury (Count Ten). The motion as it pertains to Count Ten (Perjury) is now moot.

The defense argues that the various counts do not arise out of a single chain of circumstances, are not proven by the same evidence, are not all of the same general nature, and if tried together, will result in the jury hearing evidence on some counts that would otherwise be inadmissible thereby resulting in unfair prejudice.

The State's position is that all of the charged crimes are interconnected and part of the same criminal course of conduct by the Defendant and should therefore be tried together. The State further argues that the charges are of the same general nature and will be proven by the same or similar evidence and witnesses. Additionally, the State points out that separate trials would not be the most efficient use of the court's time and resources.

It is well established that in South Carolina charges can be joined and tried together when they (1) arise out of a single chain of circumstance; (2) are proven by the same evidence; (3) are of the same general nature; and (4) no real right of the defendant is prejudiced. Offenses which are not of the same nature and do not arise out of a single chain of circumstances and are not proven by the same evidence may not properly be tried together.

Only in the broadest sense can it be argued that the charges in the Superseding Indictment are of the same general nature, arising from the same course of criminal conduct, and that they will be proven by the same or similar evidence and witnesses. While it may be true that some of the same witnesses and evidence may be presented in the securities fraud charges and the bank fraud charges, and some of the same evidence and witnesses may be presented in the securities fraud charges and the insurance fraud charges, the bank fraud charges and the insurance fraud charges are two different criminal charges, allegedly occurring at different times and places and requiring different evidence and witnesses. The victims of these offenses are different. The same would hold true for the other counts that are not securities fraud counts. Therein lies the problem: evidence that may be admissible to prove bank fraud may be inadmissible or

Q1143

irrelevant to prove insurance fraud or breach of trust or obtaining property under false pretenses. While the court could give the jury limiting instructions to consider such evidence only as it pertains to a particular charge but to disregard it as to the other charges, this would in all likelihood result in confusing the jury, since there are numerous offenses charged requiring different elements of proof and different witnesses and evidence. Ruling on such matters would become unmanageable, if not impossible. Additionally, if evidence critical to prove one charge was ruled inadmissible because of its prejudicial effect on another charge, it is possible that the state could not then proceed with that charge.

For all of these reasons, the court has determined that the charges must be severed. The relief requested in the defendant's motion to sever is granted.

6. Defense Motion to Quash Indictment or in the Alternative to Strike.

The defendant moves to quash the Superseding Indictment or in the alternative to strike certain counts of that indictment on the grounds that eight of the eleven counts do not fall within the limited jurisdiction of the State Grand Jury. The motion to quash the entire indictment is denied since the Defendant concedes that the State Grand Jury does have jurisdiction over Counts One, Seven and Eleven. It would be premature to rule on the remaining counts since they will not be tried at this time. The court will render its decision on the remaining counts prior to a trial being scheduled.

7. State's Motion to Exclude Evidence of Payments.

At the hearing on this motion, the defense indicated that it did not intend to offer evidence of payments made during the bankruptcy proceeding. The State's motion is granted.

8. State's Motion to Enforce SCACR 407.

The court found that there has never been any formal representation by defense counsel of Tony Park.

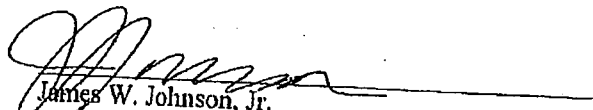
9. State's Motion for Council Hearing.

The court has determined that the State is entitled to a Council hearing. Such hearing will be conducted prior to the presentation of any expert testimony to the jury.

10. State's Motion in Limine.

The court has reserved ruling on this motion until the trial. The court did order the parties to provide the other side with a list of potential expert witnesses with an indication of each expert's field of expertise.

AND IT IS SO ORDERED.


James W. Johnson, Jr.
Circuit Court Judge

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

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 APPEARED 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 ongoing 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 Anastasi Lee
Gina Anastasi Lee

Sworn to and subscribed before me this 12th
day of September, 2007.

Shirley 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,

Docket Number: 2007-CP-40-0576

Plaintiff,

CERTIFICATE OF SERVICE

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

Defendants.

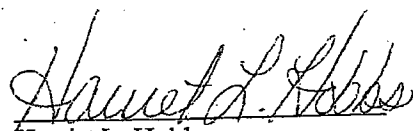
2007 SEP 13 AM 10:19
BARBARA A. SCOTT
C.C.C. & G.S.
RICHLAND COUNTY
FILED

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

[illegible]

STATE OF SOUTH CAROLINA)

LAST WILL AND TESTAMENT OF

COUNTY OF RICHLAND)

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 disposition 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 instruments 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.

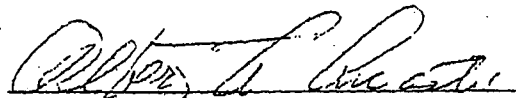
THIRD: I give, devise and bequeath the remainder of my estate whether real or personal in nature and any power of appointment I might have to my daughter, GINA ANASTI LEE, per stirpes, including but not limited to the property on Two Notch Road, in the City of Columbia, County of Richland, State of South 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.

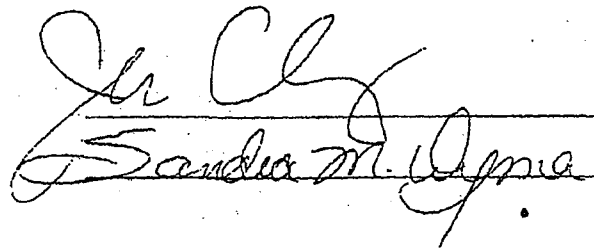
SIXTH: I nominate GINA ANASTI LEE, as Personal Representative of this my Last Will and Testament to serve without bond or other surety; In the event he shall fail to survive me I nominate and appoint JAMES A. ANASTI as alternate Personal Representative of this my Last Will and Testament to serve without bond or other surety, hereby granting my Personal Representative the fullest authority to administer my estate in a manner deemed best by that person without having to seek Court approval to sell or encumber property to the maximum extent allowed by law.

IN WITNESS WHEREOF, I the undersigned Testator, sign my name to this instrument this 25th day of March, 1993, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.



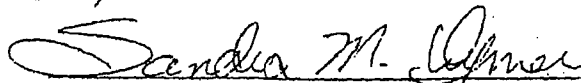
STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) WITNESS & PROBATE

WE, the undersigned witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the testator signs and executes this instrument as his Last Will and Testament and that he signs it willingly, and that each of us, in the presence and hearing of the testator, hereby signs this will as witnesses to the testator's signing, and that to the best of our knowledge the testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

Subscribed, sworn to and acknowledged before me by ALBERT A. ANASTI, the testator, and subscribed and sworn to before me by the above-signed witnesses, this 25 day of March, 1993.



Notary Public of South Carolina

My Commission expires: 6/26/98

EX. A-3

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

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

- ☒ 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

Do not accept a copy of this certificate without the raised seal of the Probate Court.

CATHERINE H. KENNEDY, Probate Court Judge

B. D. Worley

Warrants say ex-deputy coroner had role in boy's sexual assault

By JOHN ALLARD

A Davidson County chief deputy coroner and former day care worker, arrested early Saturday on charges he participated in the sexual assault of a 14-year-old boy, said county officials.

Agents with the State Law Enforcement Division arrested James A. Anast, 40, on multiple warrants issued by Davidson County police in connection with the sexual assault. State spokesman Fred Mann said.

Anast was arrested at 11:11 a.m. Saturday after he voluntarily went there Friday night to talk with investigators.

The warrants charge Anast of sexual battery, which means sexual touching or sexual intercourse with a child under 18 years of age, and sexual assault, which means sexual intercourse with a child under 18 years of age.

The warrants allege that Anast, who retired in April for a 14-year job to have sexual intercourse and oral sex with a friend, Warren Thompson.

Thompson, who is from Florida, also was arrested at SLHD headquarters Saturday. Mann said, adding that Thompson had been staying with Anast. The fugitive warrant for Thompson charges him with sexual battery for having oral sex with the boy between July and August in Volusia County.

The same boy was involved in both cases.

Anast was unavailable for comment Saturday. Apparently, Thompson is now in Florida and has not yet been arrested. The charges are in Davidson County, said James A. Hester, county attorney.

Barron, who employed Anast for 13 years, said Anast was well-liked and respected. He said Anast also had worked as a Richland County sheriff's deputy, state Highway Patrol trooper and SLHD agent.

"I can't imagine him doing the things he's accused of. I just don't believe it," Barron said.

The fugitive warrant for Anast was issued Friday, the day after Thompson's warrant was signed. Sources familiar with the investigation, who spoke on condition of anonymity, said Davidson Beach police sent Anast's warrant by teletype to SLHD after Thompson implicated Anast.

Anast was released Saturday from the Richland County Detention Center on a \$10,000 personal recognizance bond. Thompson was held on \$10,000 bond without bond set at a hearing on extradition hearing.

Page 1686

EXR

EX.B-1

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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.

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

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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

abuse become the subject of child-pornography films that are sold on the black market," Tanner said.

Anasti and his attorney, Jimmy Mann, were unavailable for comment Friday. Mann has said Anasti denies the charges.

Tanner said he has asked Florida Gov. Lawton Chiles to request that Anasti be extradited to Florida. Chiles has yet to act on the request.

Anasti is charged with inducing a sexual performance by a child and being a principal to a lewd and lascivious assault on a child in Volusia County, Fla., between Oct. 21 and Oct. 29.

A Florida arrest warrant alleges that Anasti, who retired in April, got a 14-year-old boy to have sexual intercourse and oral sex with a friend from Florida, Warren Thompson. Thompson, 21, turned himself in along with Anasti.

Thompson, who had been staying with Anasti, is charged with sexual battery for having oral sex with the boy between July and August in Volusia County.

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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 Anastasi residing at 526 Edisto Avenue Unit #4, Columbia, SC 29203, hereby appoint Joseph W. Gravelyn, of 5445 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 Ahasti

Witness

Witness

State of South 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)
Notary Commission Expires 4-29-96

Ly - C-2¹⁸

1 AT 2325 TWO NOTCH ROAD?

2 A. WHEN THE DEED WAS DONE, MY FATHER AND I, BECAUSE
3 OF -- WELL, I SAY THE DEED, WHEN LAURA CORVI SIGNED
4 EVERYTHING OVER, HE TOLD ME SINCE MY MOTHER HAD PASSED AWAY
5 HE WAS GOING TO PUT ME ON THERE IN HER PLACE, AND I DON'T
6 KNOW WHAT DATE THAT WAS OR ANYTHING ELSE. I MEAN IT WAS
7 MANY YEARS AGO. AND THAT IS WHY I ALWAYS KNEW IT WAS IN MY
8 NAME AND HIS NAME.

9 Q. YOU ALWAYS KNEW THAT?

10 A. YES.

11 Q. DID YOU TAKE ANY ACTIONS WHEN YOUR FATHER DIED TO
12 ASCERTAIN WHETHER OR NOT THAT PROPERTY WAS PART OF THE
13 PROBATE ESTATE?

14 A. MY HANDS WERE TIED. I COULDN'T DO ANYTHING. I
15 WAS OUT OF THE COUNTRY AND I HAD TO RELY ON GINA AND ALSO
16 WITH JOE, AND I JUST, I TALKED TO GINA ON THE PHONE AND SHE
17 WAS HANDLING EVERYTHING AND I HAVE TRUSTED HER TO DO IT AND
18 THAT IS IT.

19 Q. WOULD YOU AGREE THAT THROUGH YOUR POWER OF
20 ATTORNEY THAT JOE GRAVELYN HAD ACCESS TO ALL THESE
21 DOCUMENTS?

22 A. I DON'T KNOW. YOU WOULD HAVE TO ASK HIM.

23 Q. ISN'T IT TRUE THAT HE SIGNED WAIVERS?

24 A. ALL THOSE THAT HE SIGNED, HE MUST HAVE HAD ACCESS
25 TO, YES.

1 Q. YOU HAD ENTRUSTED, ACCORDING TO YOUR POWER OF
2 ATTORNEY AND YOUR PREVIOUS TESTIMONY, YOU ENTRUSTED YOUR
3 TOTAL FINANCIAL AFFAIRS TO HIM, IS THAT CORRECT?

4 A. FINANCIAL AFFAIRS, THAT'S CORRECT.

5 Q. AND ANYTHING ELSE LISTED IN THE DOCUMENT, THE
6 GENERAL POWER OF ATTORNEY?

7 A. YES. GENERAL, YES.

8 Q. IT HAD NO RESTRICTIONS WHATSOEVER ON IT, DID IT?

9 A. NO. ONLY THAT IT WAS BY MOUTH I WAS TO BE
10 NOTIFIED. NOT ON THAT PAPER.

11 Q. THAT REQUIREMENT IS NOT ON THAT GENERAL POWER OF
12 ATTORNEY, IS IT?

13 A. NO.

14 Q. WHAT DID YOU THINK HAPPENED TO THAT PROPERTY
15 AFTER YOUR FATHER DIED?

16 A. WELL, IN TALKING TO GINA SHE SAID IT WAS IN DIRE
17 NEED OF REPAIR AND THAT IT WAS A LOT OF REPAIR WORK NEEDED
18 TO BE DONE ON IT, I THINK THE ROOF, AIR CONDITIONING
19 SYSTEM, AND, IN FACT, I EVEN ASKED HER IF SHE COULD SEND ME
20 A LITTLE BIT OF MONEY TO HELP ME OUT SOME, AND SHE SAID ALL
21 THE MONEY WAS GOING INTO THE REPAIR OF THE BUILDING. WELL,
22 LIKE I SAID, SHE WAS HANDLING IT ALL AND I HAD NO REASON,
23 YOU KNOW, NOT TO GO BY WHAT SHE WAS SAYING SHE WAS DOING,
24 AND I FIGURED SHE WAS GOING TO DO WHAT SHE SAID SHE WAS
25 GOING TO DO.

EX.D

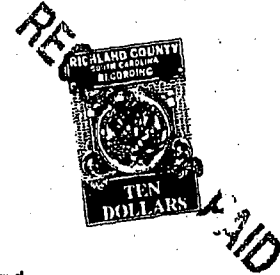
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF ALBERT A ANASTI

CASE NUMBER 95 ES 4081176

PROBATE COURT

DEED OF DISTRIBUTION



WHEREAS, the decedent died on the 24 day of OCTOBER, 1995; 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

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
_____ her 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: Yvonne L. Anastasi Lee

Witness: Edith H. Thompson

fitness: _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE

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.

WORE before me this 12 day of
October, 1945

Witness Signature:

Notary Public for South Carolina

Commission Expires: _____

Notary Public, South Carolina State of Land
My Commission Expires 1-1-2011

I hereby certify that the within is a true and correct copy of the original.

was fired for being in my office at 1236p 7 day 1996 and was married they entered for the proper

[illegible]

RECORDED THIS 18th DAY OF 96

1865 A.D.
Harry A. Huntley
AUDITOR OF RICHLAND COUNTY, SC

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 RCD 11/24/1998 12:07:09:59
1998081000 John G. Norris
Fee: \$10.00 County Tax: \$27.50 State Tax: \$85.00

Book 00239-0696
Deed



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: *5446 Pinestraw 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.

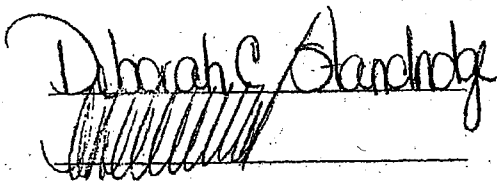
And the Grantor does hereby bind herself and her heirs to warrant and forever defend all and singular the premises unto the Grantee, her heirs, successors and assigns, against Grantor and her heirs and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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

In the Presence of:

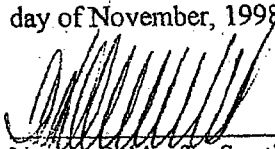


James A. Anasti by Joseph W. Grant
JAMES A. ANASTI A/K/A *Attorney in Fact*
JIM ANASTI

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

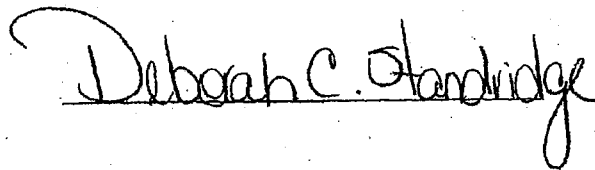
PERSONALLY APPEARED before me the undersigned witness and made oath
that s/he saw the within Grantor sign, seal, and as his act and deed, deliver the within
deed, and that s/he with the other witness whose signature appears above, witnessed the
execution thereof.

SWORN to before me this 19th
day of November, 1998



Notary Public for South Carolina

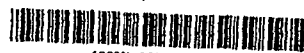
My Commission Expires: 1-28-01





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 designated as 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 00239-0698
Record Book
1998081000 Fee: \$10.00 County Tax: \$27.50 State Tax: \$65.00
Richland County ROD 11/24/1998 12:07:09 59

44. E-3

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) C/A NO.
)

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. Anast,

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 PM 4:23
C.C.C. & G.

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

Condemnation Notice and Tender of Payment (continued)

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 Mortgage 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

Condemnation Notice and Tender of Payment (continued)

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

Condemnation Notice and Tender of Payment (continued)

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

IN THE MATTER OF ALBERT ANASTI

CASE NUMBER

84001176

97 MAR 25 AM 11:36
CLERK: H. A. HUNTER
PROBATE JUDGE
RICHLAND COUNTY, S.C.

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, _____, are 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): <u>ANY CLOSING DOCUMENTS PERTAINING TO THE CLOSING</u> |

III. My address and/or that of my attorney is listed below.

Executed this 25 day of MARCH, 1997

Signature: James A. Anastasi / Joseph W. Brundage

Name: P.O.A.

Address: 1043 WINDY ST.
Colt, S.C. 29205

Telephone (O) _____
(H) _____

Attorney _____
Address _____

Telephone _____

44. F

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) C/A NO.
)

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 PM 4:23
CDOT
C.C.C. & G.

2002 DEC 16

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

Ex. G

22

1 A. BACK AND FORTH. I HAVE JUST GOT BACK FROM
2 AUSTRALIA JUST A FEW MONTHS AGO, THREE OR FOUR MONTHS AGO.
3 I HAVE GONE QUITE OFTEN.

4 Q. SINCE 1992, HOW MANY TIMES HAVE YOU RETURNED FROM
5 YOUR EXTENSIVE TRAVELS IN EUROPE?

6 A. I COULDN'T GIVE YOU AN EXACT NUMBER, BUT IT'S
7 PROBABLY ABOUT CLOSE TO TEN TIMES.

8 Q. ONCE A YEAR, TWICE A YEAR?

9 A. FROM '96? NO. I COULDN'T COME BACK INTO THE
10 COUNTRY UNTIL ABOUT FOUR YEARS AGO, SO I HAVE BEEN BACK
11 ABOUT TEN TIMES SINCE THEN LEAVING AND COMING BACK.

12 Q. DURING THE TIMES YOU CAME BACK, HAVE YOU TAKEN
13 ANY INTEREST IN THE PROPERTY AT TWO NOTCH ROAD?

14 A. WELL, WHEN I WAS NOTIFIED ABOUT THIS HIGHWAY
15 DEPARTMENT SITUATION, AND SOMETHING HAD TO BE SETTLED ON
16 IT, AND I WAS IN AUSTRALIA. I HAD NO WAY OF HANDLING ANY
17 OF THAT, AND I JUST TOLD JOE TO TAKE THAT AND JUST TAKE IT
18 OVER TO JAMES L. MANN'S OFFICE AND GIVE IT TO JIMMY MANN
19 AND LET THEM HANDLE IT, BECAUSE I DIDN'T KNOW. THERE WAS
20 NO WAY I COULD HANDLE ANYTHING.

21 Q. SO YOU FIRST BECAME AWARE THAT -- WELL, YOU TELL
22 ME WHAT DID YOU BECOME AWARE SOMETHING NEEDED TO BE HANDLED
23 BY MR. MANN?

24 A. IT WAS SOMETHING TO DO WITH THE SIDEWALK OR
25 EASEMENT ON THE PLACE THAT THEY HAD TO HAVE -- A DECISION

1 HAD TO BE MADE OR SOMETHING. THEY WANTED TO FIX THE PLACE
2 UP OR PUT A SIDEWALK IN OR SOME DEAL, AND I MEAN I WASN'T
3 IN ANY POSITION, I WAS GONE, SO NOTHING I COULD DO, AND I
4 SAID JUST TAKE IT TO JIMMY MANN AND GIVE IT TO HIM AND LET
5 HIM HANDLE IT.

6 Q. SO IN OTHER WORDS, YOU DIDN'T KNOW ANYTHING ABOUT
7 IT AT ALL?

8 A. ONLY THAT THEY WERE GOING TO PAY FOR THE PROPERTY
9 THEY WANTED TO TAKE TO PUT THE SIDEWALK DOWN.

10 Q. YOU OPERATED ENTIRELY THROUGH YOUR POWER OF
11 ATTORNEY?

12 A. YES. WELL I MEAN, YES, AND I GAVE IT TO JIMMY
13 MANN TOO, FOR THE LEGAL THING, AND THAT IS WHY I TOLD JOE
14 TO TAKE IT AND JUST GIVE IT TO JIMMY.

15 Q. AND YOU KNOW OF ABSOLUTELY NOTHING THAT MRS. LEE
16 HAS DONE THAT HAS BEEN INAPPROPRIATE OR ILLEGAL?

17 MR. TRUSLOW: OBJECTION TO THE FORM OF THE
18 QUESTION.

19 A. YOU KNOW, SHE'S MY SISTER. I DON'T THINK SHE
20 WOULD DO ANYTHING LIKE THAT.

21 Q. DO YOU HAVE ANYTHING TO INDICATE THAT SHE WOULD?

22 A. NO.

23 Q. DO YOU AGREE THAT SINCE THIS DEED OF DISTRIBUTION
24 WAS ISSUED BY THE PROBATE COURT AS TO THE TWO NOTCH
25 PROPERTY THAT MRS. LEE HAS BEEN HANDLING THE PROPERTY



EX H-1

RICHLAND COUNTY PROBATE COURT

CATHERINE M. KENNEDY
Judge of Probate
748-4700

Richland County Judicial Center

P.O. Box 192

Columbia, S.C. 29202

ESTATE AND GUARDIANSHIP
DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4709

COLEMAN L. CATOE, JR.
Associate Judge of Probate
748-4700

Date: 11-07-96

To: The Honorable
Judge of Probate
Room 304
County Courthouse
Columbia, S.C. 29202

Re: Estate of Albert A. Anasti
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,

Dul M. Black

Estate Clerk

Enclosure



RICHLAND COUNTY PROBATE COURT

Richland County Judicial Center

P.O. Box 192

Columbia, S.C. 29202

11-07-96

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
748-4716

The Honorable
Judge of Probate
300-B California Ave
Moncks Corner, SC 29461

Re: Estate of Albert A. Anastasi
Estate Number 95ES400 1176

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,

Dwight M. Black

Richland County
Probate Court

enclosure

44-H-2



RICHLAND COUNTY PROBATE COURT

CATHERINE H. KENNEDY
Judge of Probate
748-4700

COLEMAN L. CATJE, JR.
Associate Judge of Probate
748-4700

Richland County Judicial Center

P.O. Box 192

Columbia, S.C. 29202

11-07-96

ESTATE AND GUARDIANSHIP
DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
748-4708

Cynthia Fort
Courthouse
223 N. Pine Oak Street
Moncks Corner, SC 29465

RE: Estate of Albert A. Anesti
Estate Number 95ES4001176

Dear Clerk of Court/RMC:

In accordance with Section 30-9-60 and Section 10-9-80, 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,

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
742-4700

ESTATE AND GUARDIANSHIP
DIVISION
748-4705

MENTAL HEALTH DIVISION
748-4712

MARRIAGE LICENSE DIVISION
742-4708

*Matilda W. Seddon
1121 Broad Street
Canden, S.C. 29020*

RE: Estate of *Albert A. Anasti*
Estate Number *9525400 1176*

Dear Clerk of Court/RMC:

In accordance with Section 30-9-60 and Section 30-9-80, Code of Laws of South Carolina (1975), 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,

Dul 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

fill
ccpm

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

Monday 12:00
Treasurer
held by
mortgage

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

2010
OPTIONAL

3644.31
Notice posted

POLICY NO.: PAC6571906
KIND OF POLICY: Commercial Package Policy
INSURANCE COMPANY: Penn America

EFFECTIVE DATE OF CANCELLATION:
DATE: 7/20/2006 TIME: 12:01 AM (HOUR STANDARD TIME)
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

July
in NC
before
now
Oct.

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

STATE OF SOUTH CAROLINA

James A. Anast,

Plaintiff,

vs.

Lance Wilson, Willis Goodwin,

Gina L. Anast 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**

PERSONALLY APPEARED BEFORE ME Gina A. Lee, who being sworn, deposes and says
as follows:

1. The property in question in this lawsuit is commercial property located at 2325 Two Notch Road, Columbia, SC – hereinafter referred to as 'the Two Notch property.' The property has been used as commercial property since it was built in the 1960's. Prior to my father's death in 1995, he worked and took care of the Two Notch property, and I assisted him. In the early 1990's, my father told me he intended to leave the property to me after his death. At the time, the property was being leased as it had been since the early 1980s. Following my father's death on October 24, 1995, I continued to lease the property as commercial property and leased it to the same tenants who had been leasing it while my father was alive.
2. I am asserting my claim to title to the Two Notch property by adverse possession under color of title, i.e., the Richland County Probate Court Deed of Distribution that was filed in the Richland County RMC office on November 7, 1996 and the Richland county Auditor's office on November 18, 1996. The filed Deed of Distribution establishes, at the minimum, my intent to assert my claim of adverse possession to the property against the world, including my brother, by color of title. In addition, my brother also had constructive notice of my claim to the Two Notch property as a result his participation in Probate Court proceedings that were initiated immediately following my father's death in 1995. As I testified in my deposition, I also believe my brother should have what belongs to him. However, since my father's death in 1995, I have always maintained exclusive ownership of the 'Two Notch' property. Jim has had no contact with the property. It has always been my intent and my understanding, as well as my father's last wishes, that I be and am the one and true owner of the Two Notch property. I have honored those last wishes. My mistaken belief that I had actual superior legal title in 1996 to the Two Notch property by virtue of my father's will and the Probate Court Deed of Distribution does

not mean my claim to the property by adverse possession is invalid. Nor does it mean that my father did not intend for me to have the Two Notch property after his death.

3. As I understand the matter, my bother now claims the filed Deed of Distribution that I am relying upon is legally defective as a means of conveying the property to me. This Court need not reach that issue because:

(a) the effectiveness of the deed to convey legal title in and of itself is irrelevant to my claim of ownership to the property by adverse possession as I am relying on the Deed of Distribution to demonstrate my actual intent to claim the property as my own,

(b) I have been the sole person asserting title to the property located at 2325 Two Notch Road since the death of my father in 1995

(c) neither my brother nor anyone else filed nor notified me of any objection to my legal title to the property nor my assertion of sole ownership of the Two Notch property until this lawsuit filed on January 28, 2007 -- more than ten years after the filing of the Deed of Distribution with the Richland County RMC on November 7, 1996 and the Richland County Auditor's office on November 18, 1996, and

(d) my bother, as an heir to my father's estate is barred from recovering any property improperly distributed to me 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."¹

object

4. In 1992, my brother 'signed over' the handling of all of his financial affairs to his long-standing friend, Joseph Gravelyn. I explained why this occurred in the first affidavit I filed with this court² in regard to the Plaintiff's Motion for Summary Judgment. The power of attorney was executed on January 1, 1992, and filed in the office of the Richland County RMC Court and filed May 29, 1992 [see D 1088, page 421]. It has not been revoked. A copy of the power of attorney has been previously provided to this Court. My brother also testified in his deposition that Mr. Joseph Gravelyn, as his power-of-attorney, had full and complete authority to act on my brother's behalf. See deposition

¹ Section 62-3-1006. Limitations on actions and proceedings against distributees.

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.

² The previously filed affidavit on September 13, 2007 as well as the exhibits attached thereto are incorporated herein by reference.

of James A. Anasti dated June 26, 2007, page 18, lines 19-25 and page 19, lines 1-13. Marked as Exhibit C-2 on Defendant Lee's previously filed affidavit.

5. In addition to claiming the title to the Two Notch property under color of title, my brother as well as his power-of-attorney had actual knowledge of my claim to sole ownership of the Two Notch property during the 10 year adverse possession limitations period. The following are direct evidence that my brother, his power of attorney and his legal attorneys knew throughout the years since 1996 that my claim to sole ownership and possession of the Two Notch property was continuous, hostile, open, actual, notorious, and exclusive:

- a. On December 16, 2002, a lawsuit was filed on behalf of the SC Department of Transportation. Jim was named as a Defendant as was I. The DOT was condemning a strip of land located to the front of the property in order to make improvements on to widen Two Notch Road. This was the first time that I became aware that Jim had been deeded a one-half interest to the property by my father in 1978. Prior to this time, I did not know of the existence of the 1978 deed. Until this lawsuit was filed on January 28, 2007, neither Jim [nor anyone else] contacted me regarding any interest Jim claimed to have in the Two Notch property. 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. I have provided these documents to this Court in my previous affidavit.
- b. The Probate Court's Deed of Distribution that was filed with the Richland County RMC on November 7, 1996 and the Richland County Auditor's office on November 18, 1996 placed the world and my brother on notice that I claimed the Two Notch property as my own.
- a. Copies of my tax returns for the years 1998 to 2005 which demonstrate that I have used the Two Notch property as commercial property [see schedule E of the returns], and collect the proceeds for use of the Two Notch property as my own – as has been intent for more than 10 years. I have attached copies of the tax returns to this affidavit.
- b. The will of my father specifically states his intent that I inherit the Two Notch property.
- c. My brother's attorney-in-fact's admissions agreeing to the propriety of all property distributions in the probate court proceedings – including specifically agreeing to my claim to the Two Notch property. As I explained in my deposition, I have no reason to believe at this time that the 1978 deed granting my brother a one-half interest in the 'Two Notch property' is invalid.
- d. My husband and I replaced the roof on the building that is located on the Two Notch property in the early 1990s and made certain that the lessees performed other general maintenance on the property for and with my father since that time as it was there obligation to do so under the terms of the lease and my role was and remains to make certain they maintain the property in good repair.

Object

- e. I placed the property for sale in 1997 with my name listed as the owner of the property, and I actively sought to sell the property myself as well as with the assistance of a real estate agent over several months during this period of time.
- f. In January, 2000, I [along with the lessees of the property since the early 1980s] retained a real estate law firm, the Dallis Law Firm, located in Columbia, SC, to search the legal title to the Two Notch property and certify that I was, in fact, the legal owner of the property. The Dallis Law Firm did, in fact, certify that I was the legal owner of the Two Notch property at the time by virtue of the Deed of Distribution that was filed with the Richland County RMC on November 7, 1996 and the Richland County Auditor's office on November 18, 1996. All parties relied upon the expertise of the Dallis Law Firm, P.A. in certifying me as the legal title owner of the Two Notch property.
- g. After the Dallis Law Firm certified that I was the true legal owner of the 'Two Notch' property, I signed a contract to sell the Two Notch property to the lessees of the property who had been leasing the property since the early 1980s.
- h. On January 2, 2000, the Dallis Law Firm conducted the closing where I signed a deed to sell the property. However, as it turns out, I did not have 'legal title' to the property at the time of the closing because the Dallis Law Firm had been wrong in certifying I had legal title to sell the property in the first instance. At no time in the process of selling the property did I assign or sell to anyone my right to claim the Two Notch property by means of adverse possession.
- i. Even after January, 2000, I have continued to actively defend possession of the Two Notch property to the current date. In fact, there have now been three lawsuits relating to the property since 2002 in which I have been involved.
- j. I have maintained owner financing on the property. See deposition of Wilson Goodwin dated August 9, 2007, page 10, lines 3-8. Again, this is indicative of my intent to continue to hold any and all interest in the Two Notch property openly, hostilely, continuously adverse to any interest of anyone else claiming any interest in the Two Notch property.
- k. I have continuously made certain the lessees maintained the property in good repair and collected the rent. See deposition of Wilson Goodwin dated August 9, 2007, page 8, lines 17-25 and deposition of Lance Wilson dated August 9, 2007, page 9, lines 9-11.
- l. I have maintained insurance on the property.
- m. I alone [with my husband] have taken an active interest in protecting and preserving the property. Even the lessees who had leased the property since the early 1980s did not know of Jim's claimed ownership interest.

- n. My brother's admission in his deposition when asked if he ever inquired of Defendant's Lee's interest in the Two Notch property. The Plaintiff responded: "No. I just left them alone." Deposition of James Anastasi, page 22, lines 21-24.
 - o. My assertion of ownership of the property has been on-going for over 11 years has been open, continuous, and hostile to all other interests. Deposition of Lance Wilson dated August 9, 2007, page 6, line 11.
6. As I explained in my deposition, I have no reason to believe at this time that the 1978 deed granting my brother a one-half interest in the 'Two Notch property' is invalid. As I testified, I also believe my brother should have what belongs to him. However, since my father's death in 1995, I have always maintained exclusive ownership of the 'Two Notch' property. Jim has had no contact with the property. It has always been my intent and my understanding and my father's last wishes that I be and am the one, true and sole owner of the Two Notch property, and I have honored those wishes. My mistaken belief that I had actual legal title in 1996 to the Two Notch property by virtue of my father's will and the Deed of Distribution does not mean my claim to the property by adverse possession is invalid. Nor does it mean that my father did not intend for me to have the Two Notch property after his death. It means, however, that I have always intended to claim sole title and ownership to the property located at 2325 Two Notch Road.
7. 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.
8. I respectfully request this Court to deny judgment to Jim, and instead enter its order quieting title to the 'Two Notch property' to me.

Gina Anastasi Lee
Gina Anastasi Lee

Sworn to and subscribed before me this 5th
day of October, 2007.

Shirley L. Hobbs
Notary Public for South Carolina

My Commission expires: 4/17/12.

607 U

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
JAMES A. ANASTI
C.A. No. 07-CP-40-0576

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",

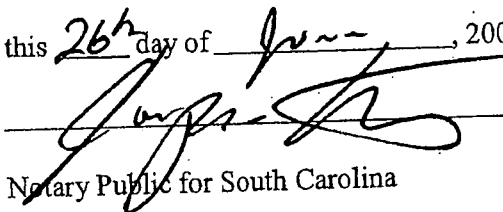
it appears to have been "witnessed" only by Robert _____?? on October 18, 1996. Furthermore, the probate is notarized by James _____? on October 25, 1996, and he purports to be the witness while the witness signature is signed by Robert?? In effect, the witness notarized his own signature! Also, the "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: Oct 24, 2012

C4



LED

Warranty Deed

Nov 17 4 10 PM '78

The State of South Carolina

KNOW ALL MEN BY THESE PRESENTS, THAT

COUNTY OF RICHLAND

CLARA L. BARTLEY

Laura Convi, 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. Anast and James A. Anast, 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. Anast and Lillian L. Anast as recorded in the RMC Office for Richland County in Deed Book #198 at page 441.

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

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 into the said

Albert A. Anastasi and James A. Anastasi, BOTH unmarried men

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

do hereby bind our heirs, Executors

and Administrators to warrant and forever defend all and singular the said Premises unto the said

Albert A. Anastasi and James A. Anastasi 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 day of November

in the year of our Lord one thousand nine hundred and seventy eight

Signed, sealed and Delivered in the Presence of

James M. West
Notary Public for S.C.
MC 1-10-88

Laura Corvi (SEAL)
Debra Wether (SEAL)
(SEAL)

THE STATE OF SOUTH CAROLINA

County of RICHLAND

PERSONALLY appeared before me Debra Wether

and made oath that she saw the within named Laura Corvi

sign, seal and as her and Deed deliver

the within writes, read and that she with Debra Wether

witnessed the execution thereof

SWORN to before me this 12th day of December 1978

(SEAL) *James M. West*
Notary Public for S.C.
MC 1-10-88

Debra Wether
D 482 PAGE 757

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE MATTER OF ALBERT A. ANASTI

CASE NUMBER 95 ES 4081176

DEED OF DISTRIBUTION

WHEREAS, the decedent died on the 24 day of OCTOBER, 1995; 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

FORM #400PC (1/89)
C7-3-90T, 62-3-90B

PAGE 1 OF 2

EXHIBIT B

Book 00375-0223

Deed

Fee: \$10.00 County Tax: \$194.70 State Tax: \$460.20



2000002152 John G. Norris

Richard County REC

(SPACE FOR RECORDING)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

RC-00-004

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, Gina L. Anastasi 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. Anastasi Lee by deed of distribution of Albert A. Anastasi dated October 24,

EXHIBIT C

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

TMS NO. 11510-03-03
Property Address:
Grantee Address:

2325 Two Notch Road Columbia, SC 29223
1010 Windsor Shores Dr #16A Col 51 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

[Signature]
[Signature]

Gina L. Anastasi Lee
Gina L. Anastasi Lee

Richard County ROD

John G. Norris

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. Anastasi 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.

W. O. Kinger

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

[Signature] (L.S.)
Notary Public for SOUTH CAROLINA
My Commission Expires: 03/01/02

Richland County ROD

John G. Norris

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

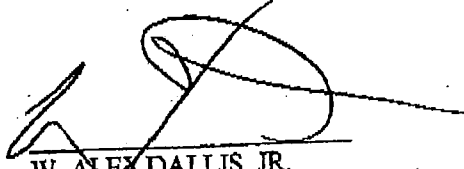
Docket Number: 2007-CP-40-0576

AFFIDAVIT OF W. ALEX DALLIS, JR.

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

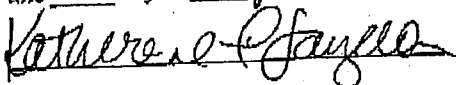
1. My law firm performed a real estate closing in 2000 relative to 2325 Two Notch Road. The purported owner/seller was Gina Anasti Lee. The purchaser was Lance Wilson and/or Willis Goodwin.
2. My law firm employed a title abstract company to perform a title search in anticipation of the above referenced 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

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: 02/10/08

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

Docket Number: 2007-CP-40-0576

**SUPPLEMENTAL
AFFIDAVIT OF
JAMES ANASTI**

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

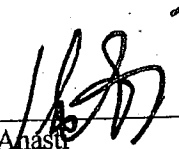
1. In response to Defendant Lee's Motion to Reconsider dated November 20, 2007 (relative to granting Summary Judgment), I oppose it and would submit that I was notified on November 1, 2007 of the Court's Order and presumably Defendant Lee's attorney would have been notified at the same time. To my knowledge, 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

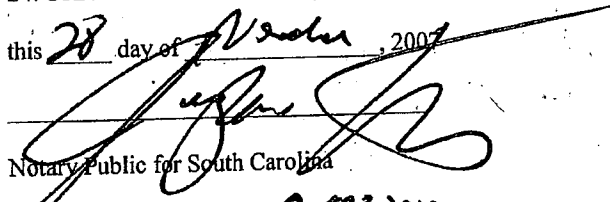
possesses my Two Notch Property is disingenuous, and he should be sanctioned for making claims any competent person would know to be untrue. I submit that he has suborned perjury and is a disgrace to the legal profession, as his actions bring it into disrepute.

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 Anastasi

SWORN TO AND SUBSCRIBED BEFORE ME

this 28 day of November, 2007


Notary Public for South Carolina

My Commission Expires: 01/23/2012

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

Docket Number: 2007-CP-40-0576

COPY

AFFIDAVIT OF
THOMAS MANN

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 Anastasi 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. Anastasi was under the impression that his sister Gina Anastasi Lee, with whom he thought he enjoyed a good relationship, was assisting with matters relating to the Probate of their father Albert Anastasi'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. Anastasi's and Ms. Lee's father's estate (not entirely clear to me or Mr. Anastasi 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 Anastasi's residence on Pinestraw Rd. and that James Anastasi 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 Anastasi.

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 Anastasi's position was clear that, to the extent that he had said 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.

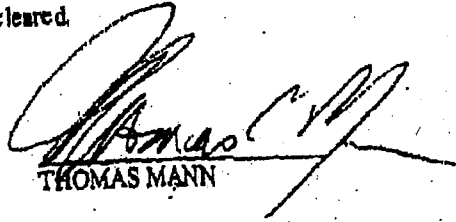
Mr. Earle made clear that his clients' claim for money damages relative to the Two Notch property was based on the defective/no good title, and that his clients were not asserting any claim such as "ouster" or "adverse possession", as to do so would, under these circumstances, have been frivolous in 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. Anastasi 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 Anastasi 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. Anastasi to do).

As time went by and James Anastasi 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.

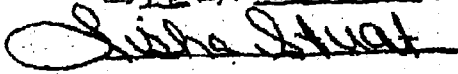
Finally, I would like to express that it has become abundantly clear since the time we turned Mr. Anastasi's case over to Mr. Truslow that, at most, Ms. Lee had acquired Mr. Anastasi's Two Notch road property by a "deed of distribution" in 1996 (which in reality is not truly a "deed" as that term is 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 Anastasi and his father Albert Anastasi had acquired the Two Notch property as joint tenants WITH A RIGHT OF SURVIVORSHIP (emphasis added) in November 1978 from Laura Corvi; that Mr. Albert Anastasi died in October 24, 1995 and that James Anastasi 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. Anast'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 Anast, the claims, defenses and Affidavits of Ms. Lee relative to adverse possession, ouster, etc. had no merit and Mr. Anast'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: 6/22/2009

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

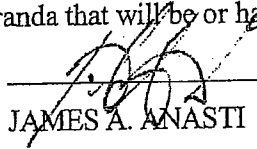
said that she does not think that she had a written contract with Mr. Megna for this case -- that he had confided to her in early 2007 (when I initiated this lawsuit) that he would represent her on a "no fee" basis. Gina said she did not have to pay any fee for Mr. Megna's representation in this case, 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

Mackenzie Woodward

Notary Public for South Carolina

My Commission Expires

My Commission Expires
June 16, 2021

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**

JEANETTE W. McBRIDE
C.C.P. & G.S.

2012 MAY 11 PM 2:58

RICHLAND COUNTY
FILED

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 substantial, 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

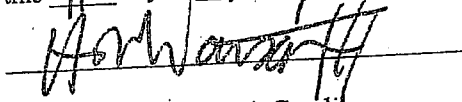
Mr. Truslow's client to pay the fees incurred, Mr. Truslow's fees must be considered contingent, warranting a lodestar multiplier in some amount.

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

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 - present; 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.

**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-present

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

West Columbia, South Carolina 29171

Telephone 803.796.9299

Facsimile 803.796.1066

E-mail: desab@desaballard.com

Website: www.desaballard.com

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:

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.

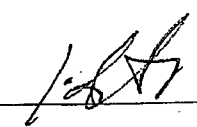
II. Current property value due to Megna's misconduct is now no more than \$110,000.

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 by 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.

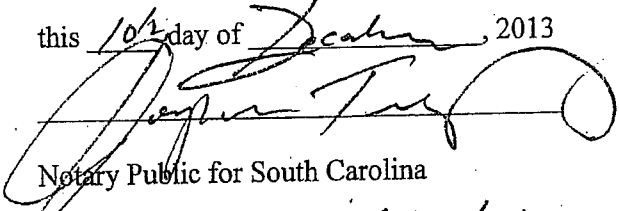
IV. I am due a minimum of \$215,000. If fees are added, that is an additional \$108,000 at a minimum. If the appeal (dismissed for no jurisdiction) fees are added, that is an additional \$177,000.00.



JAMES A. ANASTI

SWORN TO AND SUBSCRIBED BEFORE ME

this 10th day of December, 2013


Notary Public for South Carolina

My Commission Expires November 19, 2022

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**

h201-29

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 drag 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

44-3074

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 Hulley

Notary Public for South Carolina

My Commission Expires November 22, 2020

1807-18

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.

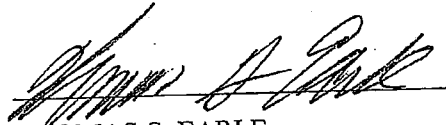
Summary Judgment was granted to Plaintiff Anasti with damages and sanctions hearings against Mr. Megna and Ms. Lee to follow. Thereafter appeals, a bankruptcy action and even bankruptcy appeals delayed resolution.

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.

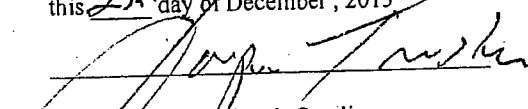
I do recall Mr. Truslow making a written offer to settle to Mr. Megna during a break in Ms. Lee's deposition which was taken in Mr. Truslow's office. Mr. Megna appeared angry and said he would not agree -- Ms. Lee was entitled to everything. Mr. Truslow asked him if he was going to relay the offer to 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 29 day of December, 2013


Notary Public for South Carolina
My Commission Expires 12/14, 2022

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

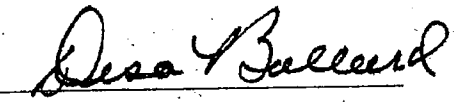
- Appeals, and summary judgment had been reserved. This was not an error – it was a complete fabrication.
13. Megna was unable to move forward with the appeal in the Court of Appeals because of his repeated failures to meet deadlines. The case bounced back and forth between the Court of Appeals and the 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

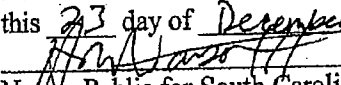
¹ Most significantly, the Court of Appeals had expressly advised the parties that "this court will only consider [Megna's] appeal from Judge Manning's order filed April 3, 2008 and April 1, 2009..." and; "Final briefs, therefore, shall include only those issues relating to timeliness of [Megna's] appeal"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

MEMBERSHIPS: 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

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E-mail: desab@desaballard.com
Website: www.desaballard.com

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 DOUGLAS
TRUSLOW**

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.

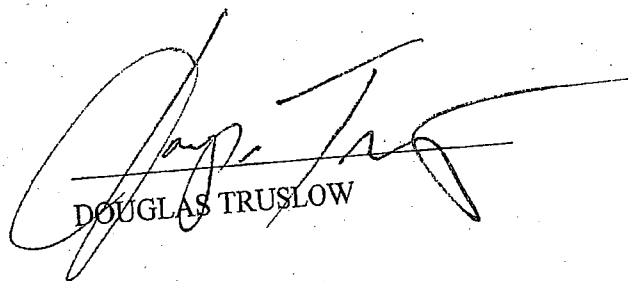
concluded, Megna's motions to reconsider, Megna's bankruptcy lawsuit (attempting to relitigate ownership to the property [sic - Lee had sold it in 2000 and therefore would have no right to claim it in a bankruptcy filed in 2009], multiple appeals to the District Court and motions to reconsider, Megna's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

Notary Public for South Carolina

November 22, 2020 - Commission 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.

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,

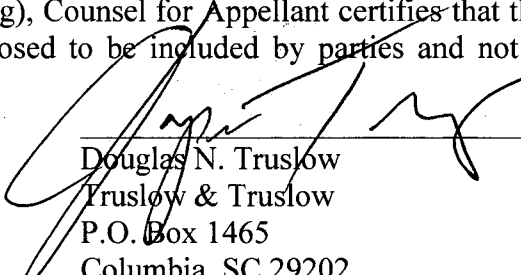
v.

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

Defendants.

CERTIFICATION

Pursuant to SCACR Rule 210(g), Counsel for Appellant certifies that this Record on Appeal contains all material proposed to be included by parties and not any other material.



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Attorney for Appellant

Date: September 15, 2016

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OCT 10 2016
SC Court of Appeals