

Exhibit A

LAW OFFICE OF



TARA DAWN SHURLING, PA

Attorney and Counselor at Law

3614 Landmark Drive

Suite A

Columbia, South Carolina 29204

E-Mail: tdslaw@shurlinglaw.com

(803) 738-8622

(Fax) (803) 738-1600

April 13, 2017

The Honorable Daniel E. Shearouse
Clerk of Court of South Carolina Supreme Court
Post Office Box 11330
Columbia, South Carolina 29211-1330

RE: Israel Wilds, 274010 v. State of South Carolina; 2003-CP-40-05973.
Appellate Case No: 2008-092411

Dear Mr. Shearouse:

Enclosed are my time records and expense receipts for my work on this court-appointment. I will convert these records into the approved format for an SCCID voucher after I receive the Court's ruling on my payment requests. Since my total bill will be over the \$3,500.00 cap for fees on PCR appeal matters, SCCID will not pay this voucher without approval from the Court. In circuit court cases, that means I have to get an order approving the total fees submitted. In my last appointed appeal, the Supreme Court issued an order directing SCCID to pay my attorney fees and expenses. Prior to that appeal, I believe the Court had always taken the position that your signature on the voucher was all I required. Because it makes it so much easier to get paid, I am requesting that the Court please consider issuing an Order instructing SCCID to pay my fees totaling \$5,848.00 and my in-house expenses totaling \$2,647.16. I am billing this case at the standard statutory rates of \$40.0 per hour for out-of-court and \$60.00 per hour for in-court. I am not asking for a higher hourly rate for this appeal.

I was appointed in this case before SCCID began getting a proviso included in the payment legislation requiring advance approval of fees and expenses over the caps set by statute. This client was indicted for murder and armed robbery at the September 1999 term of the Court of General Sessions in Richland County. He was found guilty as charged and sentenced to life imprisonment for murder and 30 years for armed robbery. I was originally court-appointed to represent Mr. Wilds in his circuit court PCR action.

I have been representing Mr. Wilds, as Respondent in the State's appeal, and Petitioner in his cross-appeal, since July 24, 2008, when I was appointed in this matter due to a conflict of interest with the South Carolina Commission on Indigent Defense, Division of Appellate Defense. These PCR appeals were transferred to the Court of Appeals. Certiorari was granted on both sides and briefs were submitted. Oral arguments were held November 5, 2013 and the judgment of the lower court was subsequently

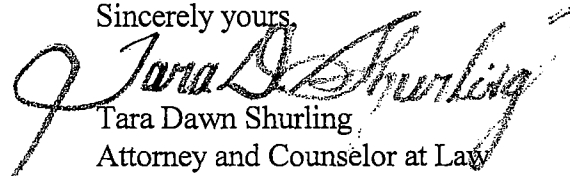
affirmed. The State filed a Petition for Rehearing and subsequently filed a Petition for Writ of Certiorari in the Supreme Court. This Court granted review of the Court of Appeal's decision. Oral arguments were held before this Honorable Court on October 7, 2015. On October 14, 2015, this Court issued Opinion No. 27581, dismissing the writ as improvidently granted.

I apologize for the delay in getting this bill to the Court for approval. Until very recently, I was waiting for the Public Defender's Office to schedule a time to come pick up my voluminous file in this case and to meet with me to discuss this complex case. Ultimately, I agreed to attempt to work something out with the Solicitor's Office on this case because I felt badly that the Client had been at Alvin S. Glenn Detention Center for so long. With that turn of events, I next requested the Public Defender's original file. So far, I have not received the file. I decided to go ahead and close out this bill because the Client's Godmother has now paid me a small fee to try and negotiate something with the Solicitor's Office. While my time records extend beyond my time getting this Court's ruling to the client, I have not billed for any time solely related to discussions with the Client's family about hiring me. I have, of course, not billed for any time since the date I was retained by the Client's Godmother. I have included my time records for some of the time expended by my paralegal staff on this case; however, *I have not billed* for those expenses. Those records do not include time for secretarial work on this file.

My in-house expenses totaled \$2,647.16, which is over the \$500.00 cap. My detailed billing records include subtotals for each expense category. These expenses include collect calls, in-house copies, postage, mileage for visiting the client at his correctional institution, and WestLaw charges for research in this case. The Briefs of Respondent by Respondent/Petitioner in both the Court of Appeals and the Supreme Court were all printed by outside printers at a rate of .06 per copy. The Petitions for Writ of Certiorari and Return to Petition for Writ of Certiorari were printed in-house at my firm. Based on past experience, I believe SCCID is likely to refuse to pay my expenses unless they are approved by the Court. I enclose a stamped return envelope for your convenience in returning this voucher/timesheets, and any orders the Court might issue, to me. I would, of course, be happy to submit proposed orders for the payment of fees and expenses if the Court wishes. The only reason I have not included proposed orders with this request is the fact that, in my experience, the Court will request proposed orders if they are desired. Thank you again for your time in reviewing this submission. I believe the Court will find that my total fees and expenses are more than reasonable for a PCR appeal involving a murder case, and a cross-appeal, that I have had for over seven (7) years. My fees for these appeals would obviously have been much higher had I not been able to draw on the extensive work I did on this case in the circuit court.

Again please let me know if the Court would like me to draft proposed orders for fees and expenses. I will get proposed orders to you quickly, if the Court directs me to submit them. I have sent Hugh Ryan a copy of my voucher and my time and expense records. Thank you very much for your time and assistance in this matter. I remain,

Sincerely yours,


Tara Dawn Shurling
Attorney and Counselor at Law

TDS/sm

Enclosures

cc: Hugh Ryan, Deputy Director, SCCID (with enclosures) ✓

Exhibit B

LAW OFFICE OF



TARA DAWN SHURLING, PA

Attorney and Counselor at Law

3614 Landmark Drive

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Columbia, South Carolina 29204

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April 17, 2017

The Honorable Daniel E. Shearouse
Clerk of Court of South Carolina Supreme Court
Post Office Box 11330
Columbia, South Carolina 29211-1330

RE: Israel Wilds, 274010 v. State of South Carolina; 2003-CP-40-05973.
Appellate Case No: 2008-092411

Dear Mr. Shearouse:

I had a conversation this morning with Linda over at the Court concerning my payment request on this case. I realized after speaking with her that I probably should have asked for directions on how to bill this case before I sent it over. I have had this case for a very long time, and it has a very tangled and confusing procedural history. This Post-Conviction Relief appeal arises from a murder case that I won in the Circuit Court. After the State filed its appeal, I filed a cross-appeal. After the initial Certiorari Petitions were filed, this case was transferred to the Court of Appeals. I received notice of transfer on March 11, 2010. Certiorari was granted, briefs were filed and oral arguments were held. I received notice that the Court of Appeals had granted Certiorari on May 9, 2012. After I prevailed in the Court of Appeals, the State's Petition for Rehearing was denied, and they sought Certiorari in the Supreme Court. Once again, Certiorari was granted, the case was briefed and oral arguments were held before an Order was issued dismissing the Writ as improvidently granted. Therefore, my SCCID bill will include time for work done for the Supreme Court initially, work done when the case was in the Court of Appeals after transfer and then work when the case was back before your Court.

If the Court would prefer that I separate out the time for the Court of Appeals, I will certainly be glad to do that. My only initial concern is the fact that I only have one case number for this appeal and don't know how to go about submitting separate vouchers to SCCID. If that is what the Court directs, I will certainly be happy to ask SCCID to advise me how the appeal can be set up for separate payment on the work done in the two different courts. Just let me know. To be honest, since this case started out of the Supreme Court, and ultimately ended there, it never occurred to me to separate this into two bills.

Linda also mentioned the fact that she *did not* believe, based on her experience, that the Supreme Court would pay my expenses on this court-appointment. I have done many such appeals for the court and have never had all my expenses declined. I have not billed for paralegal or secretarial time. I am aware of the court's position with regard to such expenses. I have provided very detailed

The Honorable Daniel E. Shearouse

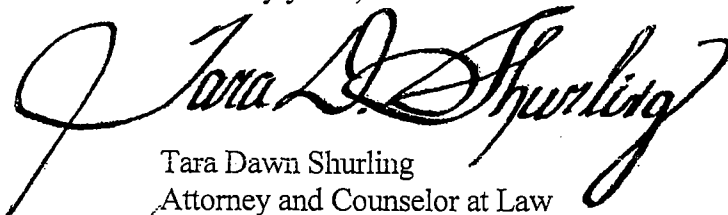
April 17, 2017

Page 2 of 2

records concerning the expenses claimed. Please let me know if you need any additional information regarding my expenses.

Thank you so much for helping figure out how to handle this payment request. I hate to impose on your busy schedule, but very much appreciate your assistance. I look to hear from you if you need any additional information or if the Court would like me to submit proposed orders. I remain,

Sincerely yours,

A handwritten signature in black ink, reading "Tara Dawn Shurling". The signature is fluid and cursive, with a large initial "T" and "S".

Tara Dawn Shurling
Attorney and Counselor at Law

TDS/sm

cc: Hugh Ryan, Deputy Director, SCCID

Exhibit C



SCCID

SOUTH CAROLINA COMMISSION ON INDIGENT DEFENSE



COPY

1330 Lady Street, Suite 401
Post Office Box 11433
Columbia, South Carolina 29211-1433
Telephone: (803) 734-1343
Facsimile: (803) 734-1345
E-Mail: executive@sccid.sc.gov

Hugh Ryan, Executive Director
Hervey Young, Deputy Director and General Counsel
Lori Frost, Assistant Director

RECEIVED

MAY 03 2017

S.C. SUPREME COURT

May 2, 2017

The Honorable Daniel E. Shearouse
Clerk of Court, South Carolina Supreme Court
P.O. Box 11330
Columbia, S.C. 29211

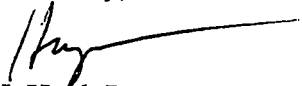
Re: Israel Wilds v. State of South Carolina; Appellate Case No: 2008-092411

Dear Mr. Shearouse:

SCCID is in receipt of two letters forwarded to the Court from Attorney Tara Shurling requesting guidance/approval from you regarding submission of her attorney's fees and expenses in the case. SCCID has concerns about the amount of expenses Ms. Shurling is requesting the Agency reimburse her. I will be out of the office May 4-5 on military duty but respectfully request the Agency be allowed to submit a more formal response no later than May 10, 2017. While I am away from the office our General Counsel and Deputy Director Hervey Young is available to answer any concerns the Court may have.

Thank you for your consideration of this matter.

Sincerely,


J. Hugh Ryan III

CC: Tara Shurling

Exhibit D

LAW OFFICE OF



TARA DAWN SHURLING, PA

Attorney and Counselor at Law

3614 Landmark Drive

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Columbia, South Carolina 29204

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(Fax) (803) 738-1600

May 9, 2017

The Honorable Daniel E. Shearouse
Clerk of Court of South Carolina Supreme Court
Post Office Box 11330
Columbia, South Carolina 29211-1330

RE: Israel Wilds, 274010 v. State of South Carolina; 2003-CP-40-05973.
Appellate Case No: 2008-092411

Dear Mr. Shearouse:

I received a copy of Mr. Ryan's request for additional time to respond to my bill in the above captioned matter. I was about to write the Court to advise of my consent to that request when I received the Court's Order granting it. Mr. Ryan has indicated he has problems or at least questions concerning the expense bill in this case. For that reason, I have done my own audit of the expense report prepared by my staff in this matter using the software we use to track and record expenses. Unfortunately, I did discover a few errors and a few entries that required clarification. Those corrections are being made today, and a copy was to be forwarded to your office with this letter. Unfortunately, in double checking the entries on the corrections made by my paralegal, who does our bookkeeping, I discovered that she made a couple mistakes that need to be corrected tomorrow. While the Amended Expense Records do not make a big difference in the bottom line, they are more accurate and in some instances clearer. The corrections I made did reduce the total for expenses by approximately \$350.00.

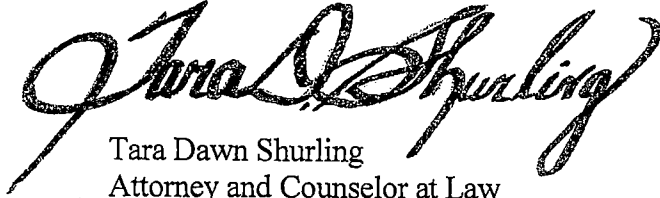
I called Mr. Ryan earlier today and advised him the correct expense records were on their way. I told him I intended to write the Court and advise that I had provided him an amended expense report today. Unfortunately, he now won't get these corrections until Thursday since tomorrow is a state holiday. I would appreciate it if Mr. Ryan could be given some additional time to review this new report and respond. His response is currently due tomorrow, but since Wednesday is a state holiday, I assume he would have had until Thursday, May 11, 2017. He has indicated that it may be that these corrections will change his mind about the need for a Response, so I certainly want him to have adequate time to make his decision. I apologize for the fact that I didn't catch these errors when I originally proofed the expense report. To be fair, this particular appointment did cover approximately 8 years, 2 months and 19 days, so these records are voluminous and somewhat confusing.

To make it convenient for Mr. Ryan to review these records, I have sent him a copy of the original expense report with any line item that was changed highlighted so it will be easy for him to

The Honorable Daniel E. Shearouse
May 9, 2017
Page 2 of 2

spot my corrections. I thank everyone for their assistance in this matter. I have a lot of time and resources tied up in this case, and will appreciate getting paid as soon as possible. I remain,

Sincerely yours,



Tara Dawn Shurling
Attorney and Counselor at Law

TDS/sg

cc: Hugh Ryan, Deputy Director, SCCID ✓

Exhibit E

LAW OFFICE OF



TARA DAWN SHURLING, PA

Attorney and Counselor at Law

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Columbia, South Carolina 29204

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E-Mail: tdslaw@shurlinglaw.com

May 11, 2017

VIA HAND-DELIVERY

J. Hugh Ryan, III
Deputy Director and General Counsel
South Carolina commission on Indigent Defense
P O Box 11433
Columbia, SC 29211-1433

Dear Hugh:

Enclosed you will find another copy of the expense report initially mailed to you, a copy of the new corrected report with the line items that were corrected highlighted in yellow and an unmarked copy of the correct report as well. As you can see, this brought my total expenses down from \$2,647.16 to \$2,293.80, a difference of \$353.36. There were a few actual mistakes, some of which went your way and some that went mine. The biggest error was easy to understand. We virtually always claim the plan special rate for Westlaw because it is cheaper than their "standard rate" for folks without a plan. Once in a great while it works out cheaper to use the "standard rate" if I have not done a lot of research for other clients that month. This case had one of those rare situations and the paralegal who compiled the bill did not catch it. Apparently, I didn't catch it either the first time. That was the main thing that changed the bottom line; the difference on that one change was \$297.40.

I am enclosing a letter that was attached to my copy of your last letter to the Supreme Court. I can only assume you were reviewing that letter in reference to my billing in this case. FYI, I *did not* a request reimbursement for any paralegal expenses in this case. I provided my paralegals time sheets to demonstrate that there was a good bit of paralegal time expended in this case, but it indicates that there was *no charge* for that time. Likewise, as my Westlaw bills reflect, I *paid* Anne Pearce, Esquire, to do some research for me on this case. I have not provided any time records for her. but I didn't bill for it either.

Hugh, when reviewing this bill, please keep in mind that I represented this client for over 7 years. This case involved an appeal by the State and our cross-appeal. Certiorari petitions and subsequent briefs were filed *twice*; once in the Court of Appeals and then in the Supreme Court. Actually cert petitions were originally filed in the Supreme Court, then the case was transferred to the Court of Appeal. Cert was granted, briefs were filed and the case was orally argued in that Court. After I won in the Court of Appeals, the State appealed back to the Supreme Court. Once again, certiorari petitions were filed, cert was granted, briefs were filed, and the case was orally argued in the Supreme Court. I ultimately won *again*.

J. Hugh Ryan, III
May 11, 2017
Page 2

I will look forward to hearing from you soon. I would very much appreciate getting paid in this matter as soon as possible. Thank you very much. For now, I remain,

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tara", with a long, sweeping underline that extends to the left.

Tara Dawn Shurling
Attorney and Counselor at Law

TDS/sm
Enclosures

cc: The Honorable Daniel E. Shearouse
Clerk of Court, Supreme Court of South Carolina (w/enclosures via U.S. Mail)

Law Office of Tara Dawn Shurling, PA

Attorneys and Counselors at Law

3614 Landmark Drive, Suite A

Columbia, SC 29204

tdslaw@shurlinglaw.com

(803) 738-8622

Fax (803) 738-1600

May 11, 2017

With changes highlighted

Israel Wilds 274010

In Reference to:

File No. 00-2334-A

Professional Services

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Attorney</u>			
7/25/2008 Receipt and review of letter and order from Supreme Court	0.10	40.00/hr	4.00
7/28/2008 Letter to client	0.30	40.00/hr	12.00
7/29/2008 Letter to client	0.30	40.00/hr	12.00
Letter to Brian Petrano	0.30	40.00/hr	12.00
2nd letter to client	0.30	40.00/hr	12.00
Phone call from client	0.10	40.00/hr	4.00
Call from client's mother, he has been put in lockup	0.10	40.00/hr	4.00
7/31/2008 Letter to client	0.20	40.00/hr	8.00
8/4/2008 Letter to Brian Petrano	0.40	40.00/hr	16.00
8/13/2008 Receipt of letter from SCCID with enclosed transcript of record and supporting documents.	0.10	40.00/hr	4.00
9/30/2008 Telephone call from client.	0.10	40.00/hr	4.00
2nd Telephone call from client.	0.10	40.00/hr	4.00
10/23/2008 Reviewing SCACR for cross-appeal rules; reviewing file for filing time notices, extension requests, etc.	0.90	40.00/hr	36.00
10/27/2008 Receipt of the request for extension and request to sign the consent line and return to Brian Petrano.	0.10	40.00/hr	4.00
10/30/2008 Receipt of Order from Supreme Court granting State's request for 30 day extension	0.10	40.00/hr	4.00
11/19/2008 Letter to client	0.20	40.00/hr	8.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
11/24/2008 Telephone call to AG Petrano.	0.10	40.00/hr	4.00
11/25/2008 Receipt and review of Petition for Writ of Certiorari from Asst AG Brian Petrano	1.00	40.00/hr	40.00
12/18/2008 Letter to client	0.30	40.00/hr	12.00
1/7/2009 Letter to S Ct requesting extension to file cert petition.	0.40	40.00/hr	16.00
1/12/2009 Receive and review Order from Supreme Court	0.10	40.00/hr	4.00
2/4/2009 Call to AG, Letter to Supreme Court.	0.40	40.00/hr	16.00
2/10/2009 Receive and review Order from Supreme Court	0.10	40.00/hr	4.00
3/10/2009 Letter to client enclosing documents.	0.40	40.00/hr	16.00
Letter to AG.	0.20	40.00/hr	8.00
3/13/2009 Phone call from AG Petrano.	0.10	40.00/hr	4.00
3/30/2009 Preparation of Resp/Pet Motion or Extension of Time	0.20	40.00/hr	8.00
4/7/2009 Preparation of Return to Cert. - initial outline	0.90	40.00/hr	36.00
4/8/2009 Preparation of Return to Cert. Pet. - initial outline	2.40	40.00/hr	96.00
Preparation of certiorari petition on cross-appeal	0.60	40.00/hr	24.00
4/9/2009 Letter to Daniel Shearouse, S Ct., w/ copy of Petition for Writ of Certiorari and Return to the Petition for Writ of Certiorari.	0.30	40.00/hr	12.00
Letter to client	0.30	40.00/hr	12.00
Preparation of Return to State's Cert. Pet. Draft	3.10	40.00/hr	124.00
Preparation of certiorari petition. Draft	1.70	40.00/hr	68.00
Final edits on Cert. Petition	0.80	40.00/hr	32.00
4/16/2009 Phone call to AG Petrano.	0.10	40.00/hr	4.00
5/13/2009 Receipt of AG's letter to S Ct requesting extension to file Return to Respondent/Petitioner for Writ of Certiorari	0.10	40.00/hr	4.00
5/18/2009 Letter to client	0.30	40.00/hr	12.00
5/20/2009 Review letter from AG	0.10	40.00/hr	4.00
5/27/2009 Letter from Brian Petrano to Dan Shearouse requesting a 30 day extension to file Return.	0.10	40.00/hr	4.00
5/28/2009 Reviewing Supreme Court's Order.	0.10	40.00/hr	4.00
6/1/2009 Letter to client	0.30	40.00/hr	12.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/10/2009 Letter to client	0.30	40.00/hr	12.00
6/25/2009 Review phone message from client re State's Return to Petition for Writ of Certiorari	0.10	40.00/hr	4.00
6/29/2009 Reviewing letter from AG Petrano to Supreme Court.	0.10	40.00/hr	4.00
6/30/2009 Letter to client	0.30	40.00/hr	12.00
7/1/2009 Reviewing State's motion.	0.10	40.00/hr	4.00
Reviewing Supreme Court's order.	0.10	40.00/hr	4.00
7/23/2009 Phone call to AG Petrano.	0.10	40.00/hr	4.00
7/28/2009 Receipt of State's Return.	0.10	40.00/hr	4.00
7/29/2009 Letter to client with a copy of the State's Return to Petition for Writ of Certiorari.	0.30	40.00/hr	12.00
Reviewing State's Return.	0.20	40.00/hr	8.00
8/5/2009 Letter to Supreme Court requesting extension to file Reply to Return to Petition for Writ of Certiorari	0.30	40.00/hr	12.00
8/10/2009 Receipt and review of Order granting extension	0.10	40.00/hr	4.00
8/17/2009 Letter to Supreme Court filing motion for extension	0.30	40.00/hr	12.00
E-mail to AG Petrano.	0.10	40.00/hr	4.00
Prepare Certificate of Service for filing Motion for Extension of Time.	0.10	40.00/hr	4.00
Preparation of Respondent/Petitioner's Motion for Extension of Time	0.40	40.00/hr	16.00
Reviewing e-mail from AG Petrano.	0.10	40.00/hr	4.00
8/19/2009 Receipt and Review of Order from Supreme Court granting extension.	0.10	40.00/hr	4.00
8/20/2009 Review phone message from client's mother regarding client's safety at SCDC; memo to file	0.10	40.00/hr	4.00
8/24/2009 Preparation of Respondent/Petitioner's Reply to Return to Petition for Writ of Certiorari	1.80	40.00/hr	72.00
8/26/2009 Letter to client with copy of the Order from the Supreme Court granting extension to file Reply to Return to Petition for Writ of Certiorari.	0.30	40.00/hr	12.00
Letter to S Court filing Respondent/Petitioner's Reply to Return to Petition for Writ of Certiorari and Certificate of Service. Prepare Courtesy copy to AG Petrano, client and contact.	0.40	40.00/hr	16.00
Phone call to AG Petrano.	0.10	40.00/hr	4.00
Revising Reply brief.	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/31/2009 Receipt of filed copy of Reply to Return to Pet for Writ of Cert	0.10	40.00/hr	4.00
11/17/2009 Letter to client	0.40	40.00/hr	16.00
12/9/2009 Letter to client	0.40	40.00/hr	16.00
1/5/2010 Review message from client, he has been moved to Broad River, greeting changed, update file	0.10	40.00/hr	4.00
2/23/2010 Phone call from client	0.20	40.00/hr	8.00
3/11/2010 Receive and review S Ct Order transferring case to Ct. of Appeals.	0.10	40.00/hr	4.00
11/18/2010 Letter to client	0.30	40.00/hr	12.00
12/9/2010 Letter to client	0.30	40.00/hr	12.00
5/31/2011 Phone call from client	0.20	40.00/hr	8.00
6/1/2011 Letter to client regarding the status of his PCR appeal.	0.20	40.00/hr	8.00
7/28/2011 Meeting with client at Broad River CI (with CDP); time for Associate not billed.	0.50	40.00/hr	20.00
Processing in/out BRCI	0.20	40.00/hr	8.00
9/19/2011 Letter to client	0.30	40.00/hr	12.00
Review file; review message re status of case pending in Court of Appeals	0.10	40.00/hr	4.00
11/17/2011 Review phone message from client.	0.10	40.00/hr	4.00
12/12/2011 Letter to client	0.40	40.00/hr	16.00
1/19/2012 Review phone message from client (Collect call); memo to file	0.10	40.00/hr	4.00
1/25/2012 Review phone message from client (Collect call); memo to file	0.10	40.00/hr	4.00
4/16/2012 Review phone message from client (not collect call); memo to file	0.10	40.00/hr	4.00
5/9/2012 Receive and review of letter from Court of Appeals and order granting Petition for Certiorari.	0.10	40.00/hr	4.00
5/14/2012 Review phone message from Court of Appeals re letter that was in error due to their new system. AG as Petitioner/Resp is resp. for providing add'l copies of Appendix and their brief will be due 6/1/12, not ours. For verification, cert granted for both sides, Court wants all issues briefed from both parties. The letter did not make that very clear, the Court will be providing a new letter.	0.10	40.00/hr	4.00
5/15/2012 Phone call with Lynn at the Court of Appeals regarding Court's order for both sides to submit briefs.	0.20	40.00/hr	8.00
Rec'd copy of letter from Ct Appeals to Brian Petrano, Asst AG.	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/16/2012 Letter to client	0.30	40.00/hr	12.00
5/19/2012 Email from client's mom	0.10	40.00/hr	4.00
5/30/2012 First Phone call from client	0.40	40.00/hr	16.00
Second Phone call from client	0.20	40.00/hr	8.00
6/6/2012 Letter to Jenny Kitchings, Clerk of Court for Court of Appeals requesting an extension request.	0.30	40.00/hr	12.00
6/11/2012 Receive and review of Order from Court of Appeals granting extension.	0.10	40.00/hr	4.00
6/20/2012 Letter to client	0.50	40.00/hr	20.00
7/12/2012 Letter to client	0.30	40.00/hr	12.00
8/6/2012 Preparation of Respondent/Petitioner's Motion for Extension and CofS; letter to Court of Appeals filing same (hand-delivered). Copy of letter/Motion mailed to Asst AG, client and contact.	0.20	40.00/hr	8.00
8/14/2012 Receive and review of Order Court granting extension until 9/7/12	0.10	40.00/hr	4.00
9/4/2012 Email to Rob Corney, Asst AG	0.10	40.00/hr	4.00
9/5/2012 Letter to client with copy of Order from Court of Appeals granting extension request and a copy of a new case that may help.	0.40	40.00/hr	16.00
Research - State v. Graceley came out last week re mandatory minimum sentences Review new case	0.80	40.00/hr	32.00
Review email from AG re extension request for briefs due 9/7/12; recalendar due date for Resp/Pet brief 10/8/12	0.10	40.00/hr	4.00
9/17/2012 Receive and review of Order granting extension to file the Brief of Petitioner/Respondent.	0.10	40.00/hr	4.00
10/1/2012 Review phone message from new Asst AG re briefs due 10/8/12 for both parties.	0.10	40.00/hr	4.00
10/2/2012 Call to new Asst AG Jennifer Roberts re briefs due 10/8/12 for both parties.	0.10	40.00/hr	4.00
10/4/2012 Signature on State's extension request which covers both parties. Update calendar.	0.10	40.00/hr	4.00
TCW Jennifer Roberts, Asst AG re briefs due 10/8/12 on cross-appeal. Update file log.	0.10	40.00/hr	4.00
Review phone message from Ct of Appeals re briefs of both sides.	0.10	40.00/hr	4.00
10/8/2012 Review of phone message from client; memo to file	0.10	40.00/hr	4.00
10/9/2012 Receive and review of extension request made by Jennifer Roberts to Clerk of Court of Appeals.	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/15/2012 Letter to client with copy of State's Extension request.	0.20	40.00/hr	8.00
10/19/2012 Transcript review; research; page 516 blacked out, AG says theirs is too.	4.70	40.00/hr	188.00
10/20/2012 Transcript review; research	2.00	40.00/hr	80.00
10/22/2012 Transcript review; research	5.50	40.00/hr	220.00
10/23/2012 Transcript review; research	4.50	40.00/hr	180.00
10/24/2012 Drafting brief	4.30	40.00/hr	172.00
10/25/2012 Review of message from Angela at Attorney General's office regarding the date briefs are due.	0.10	40.00/hr	4.00
10/28/2012 Drafting brief, initial draft	5.00	40.00/hr	200.00
10/30/2012 Letter to SC Court of Appeals filing Brief of Respondent/Petitioner. cc; AG, client and contact.	0.20	40.00/hr	8.00
Final edit brief - final draft w/ rewrites	6.80	40.00/hr	272.00
10/31/2012 Receive and review of State's Brief	1.00	40.00/hr	40.00
11/1/2012 Review phone message from client re brief; memo to file	0.10	40.00/hr	4.00
11/5/2012 Receive and review filed copies of Brief of Respondent/petitioner	0.10	40.00/hr	4.00
11/8/2012 Receive and review of State's Motion to Serve and File Amended Conclusion to Brief	0.20	40.00/hr	8.00
11/14/2012 Letter to client	0.30	40.00/hr	12.00
11/15/2012 Review message with question from client. Review all DNA testimony from three witnesses from trial. Write client letter and respond to his question.	1.30	40.00/hr	52.00
11/29/2012 Letter to Clerk of Court Court of Appeals requesting a 30 days extension to file Respondent/Petitioner's Brief	0.30	40.00/hr	12.00
12/3/2012 Receive and review 4 copies Brief of Respondent by Petitioner/Respondent w/ letter to Court of Appeals for filing. Two copies had extra review pages so they sent two corrected copies.; Update file log.	0.10	40.00/hr	4.00
12/5/2012 Receive and review of Order from Court of Appeals.	0.10	40.00/hr	4.00
12/11/2012 Letter to client with copy of State's Brief of Respondent and Order from Court of Appeals granting extension.	0.30	40.00/hr	12.00
12/17/2012 Letter to client	0.20	40.00/hr	8.00
12/19/2012 Receive and review of Order from the Supreme Court	0.10	40.00/hr	4.00
12/20/2012 Letter to Clerk of Court Jenny Kitchings with an original and six copies of the motion for extension of time.	0.30	40.00/hr	12.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/20/2012 Preparation of Respondent- Petitioner's Motion for Extension of Time with Certificate of Service.	0.30	40.00/hr	12.00
1/2/2013 Receive and review clocked copy of Respondent/petitioner's Motion for Extension and Order from Court of Appeals granting extension request.	0.10	40.00/hr	4.00
1/10/2013 Letter to client with copy of Order granting extension request.	0.20	40.00/hr	8.00
1/30/2013 Letter to Clerk of Court for Court of Appeals.	0.20	40.00/hr	8.00
Preparation of Motion of Extension of Time to file the Responsive Brief	0.20	40.00/hr	8.00
2/5/2013 Receive and review of Order from Court of Appeals granting extension request.	0.10	40.00/hr	4.00
2/19/2013 Letter to client with copy of Order from Court of Appeals granting extension until 3.1.13	0.20	40.00/hr	8.00
2/28/2013 Letter to Court of Appeals filing Brief of Respondent by Respondent/Petitioner	0.50	40.00/hr	20.00
finished Brief of Respondent, ready for printers to have copies made for filing - Final Edit	0.40	40.00/hr	16.00
3/5/2013 Review phone message from client; memo to file	0.10	40.00/hr	4.00
3/6/2013 Receipt of filed copies of Brief of Resp by Resp/Pet	0.10	40.00/hr	4.00
4/17/2013 Receipt of message that client has been moved; database updated	0.10	40.00/hr	4.00
7/8/2013 Review phone message from client; memo to file	0.10	40.00/hr	4.00
7/17/2013 Receive and Review letter from Court of Appeals regarding possible dates for oral arguments.	0.10	40.00/hr	4.00
7/30/2013 Receive and Review letter from Salley Elliott to Court of Appeals Clerk.	0.10	40.00/hr	4.00
7/31/2013 Letter to client with copy of letter from Court of Appeals regarding oral arguments.	0.20	40.00/hr	8.00
9/12/2013 Receive and Review letter from Clerk of Court of Appeals with date for oral argument	0.10	40.00/hr	4.00
9/18/2013 Letter to client regarding oral argument date and time.	0.30	40.00/hr	12.00
10/17/2013 Email to Claire Allen regarding rescheduling of oral argument	0.10	40.00/hr	4.00
Email from Claire Allen re possible conflict on the date for oral argument	0.10	40.00/hr	4.00
10/18/2013 Letter to client regarding November oral argument	0.30	40.00/hr	12.00
10/21/2013 Email from Claire Allen that the conflict has been worked out. oral argument still on for November 4th.	0.10	40.00/hr	4.00
10/24/2013 Email from Claire Allen that the time has changed from 10:00 to 10:40.	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/24/2013 Email copy from David Spencer to Claire Allen that the new time poses no problem for him.	0.10	40.00/hr	4.00
Email to Claire Allen double checking on the start time of oral argument.	0.10	40.00/hr	4.00
Email from Claire Allen that 10:40 is correct.	0.10	40.00/hr	4.00
11/2/2013 Preparation of oral argument noteboo, Prep work for argument	5.70	40.00/hr	228.00
11/3/2013 Courtesy copy of email from David Spencer to Jenny Kichings, Clk of Ct. Ct. of Appeals re rescheduling oral argument,	0.10	40.00/hr	4.00
11/4/2013 Email rec'd dated 11/3/13 from Jenny Kichings, Clk of Ct. Ct. of Appeals, oral argument scheduled for today canceled due to Judge Williams' funeral, emails back and forth regarding rescheduling for 11/5/13.	0.10	40.00/hr	4.00
TCW Jenny Kitchings, Clerk of Court, Court of Appeals re rescheduling oral argument.	0.10	40.00/hr	4.00
Prep for oral argument tomorrow	3.00	40.00/hr	120.00
11/5/2013 Oral Argument in the SC Court of Appeals	0.50	60.00/hr	30.00
Research - shepardizing	1.00	40.00/hr	40.00
11/26/2013 Letter to Jenny Kitchings with a 20.00 check to order CD from oral arguments	0.20	40.00/hr	8.00
12/19/2013 Received notice from Court of Appeals the cd of oral argument is ready for pick up; sent courier to pick up.	0.10	40.00/hr	4.00
1/22/2014 Phone call from client	0.20	40.00/hr	8.00
2/6/2014 Receipt of letter from Court of Appeals with Published Opinion 5193 filed on 2/5/14.	0.10	40.00/hr	4.00
2/18/2014 Collect call from client	0.10	40.00/hr	4.00
2/24/2014 Receipt of letter and two copies of State's Petition for Rehearing; Review Petition	0.80	40.00/hr	32.00
Review message from client; memo to file	0.10	40.00/hr	4.00
3/3/2014 Phone call from client	0.30	40.00/hr	12.00
Second Phone call from client; memo to file	0.20	40.00/hr	8.00
3/10/2014 Letter to Jenny Kitchings Clerk of Court Appeals	0.20	40.00/hr	8.00
Review message from Ct. Appeals, Lynn	0.10	40.00/hr	4.00
Telephone conference w/ Lynn at Ct Appeals	0.10	40.00/hr	4.00
2nd Telephone conference w/ Lynn at Ct Appeals	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/10/2014 Telephone conference w/ David Spencer, Asst AG	0.10	40.00/hr	4.00
4/21/2014 Letter to Jenny Kitchings Clerk of Court Appeals filing Return to State's Petition for Rehearing and Certificate of Service, copies to Asst AG, client and contact.	0.30	40.00/hr	12.00
Preparation of Return to State's Petition for Rehearing	1.50	40.00/hr	60.00
4/25/2014 Receipt of Court of Appeals Order filed 4/24/14 denying State's Petition for Rehearing; update file log.	0.10	40.00/hr	4.00
5/1/2014 Letter to client enclosing copy of SC Ct Appeal Order filed 4/24/14 denying State's Petition for Rehearing. Explaining next step.	0.40	40.00/hr	16.00
5/23/2014 Meeting w/ client at Lee Correctional (includes time processing in and out which was divided among clients seen)	0.50	40.00/hr	20.00
Travel RT Lee correctional for client visit (Time divided among 5 clients seen)	0.40	40.00/hr	16.00
5/28/2014 Receipt of letter from David Spencer to Jenny Kitchings requesting 30 day ext to file Petition for Writ of Cert and appendix due on 5/27/14	0.10	40.00/hr	4.00
5/29/2014 Review phone message from client; memo to file	0.10	40.00/hr	4.00
6/9/2014 Receipt of Order from Supreme Court granting State's extension request to file Cert Pet & Appendix until 6/26/14.	0.10	40.00/hr	4.00
6/10/2014 Letter to client with copy of State's extension request and Order granting	0.20	40.00/hr	8.00
6/16/2014 Review phone message from client; memo to file	0.10	40.00/hr	4.00
6/24/2014 Payment to NOVA printers for duplicating cd of oral argument.	0.10	40.00/hr	4.00
6/25/2014 Review memos from paralegal (6/19/14 - 6/25/14) re having oral argument cd copied, and the many calls to set up client being able to hear recording; calls to/from Lee Correctional chaplain, Warden, Dean, and Major's Secretary Wendy Pugh.	0.10	40.00/hr	4.00
6/26/2014 Sign for consent on AG's motion for 3rd extension	0.10	40.00/hr	4.00
6/30/2014 Phone call from client concerning status of case and State's request for extension and client's request for an appeal bond. told client I would not get to file for appeal bond until after July 4th.	0.20	40.00/hr	8.00
Receipt of copy of letter from AG to Supreme Court filing Motion for Extension; rec'd Order from Supreme Court granting State until 7/28/14 to file Cert Pet & Appendix	0.10	40.00/hr	4.00
7/1/2014 Mailed letter dated 6/25/14 to Lee Correctional, Wendy Pugh, Asst Sect'y to the Major, enclosing cd recording of oral argument for client to listen to, SCDC to return to law office afterward. (enclosed SASE)	0.40	40.00/hr	16.00
Letter to client with a copy of the State's extension request and the Supreme Court order granting the request	0.20	40.00/hr	8.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/10/2014 Received cd of oral argument back from SCDC Lee Correctional	0.10	40.00/hr	4.00
7/23/2014 Review long message from client, memo to file	0.10	40.00/hr	4.00
7/28/2014 Receipt of letter from David Spencer to S Ct along with 2 copies Petition for Writ of Certiorari and Appendix. Initial review of Petition.	1.50	40.00/hr	60.00
7/30/2014 Letter to client with a copy of the State's Petition for Writ of Cert.	0.20	40.00/hr	8.00
8/21/2014 Letter to Dan Shearouse requesting a 30 day extension to file the Return to the State's Cert Pet	0.30	40.00/hr	12.00
8/25/2014 Review phone message from S Ct re rule, Ct Order says extension only 20 days cumulative, making it due 9/15/14.	0.10	40.00/hr	4.00
8/27/2014 Receipt of S Ct Order granting extension until 9/15/14.	0.10	40.00/hr	4.00
9/3/2014 Research review	0.50	40.00/hr	20.00
9/15/2014 Preparation of pleadings - Return to State's Petition for Writ of Certiorari and letter to Dan Shearouse	8.50	40.00/hr	340.00
9/22/2014 Receipt of clocked copy of Return to Cert Pet	0.10	40.00/hr	4.00
10/15/2014 Phone call from client	0.30	40.00/hr	12.00
11/17/2014 Letter to client with instruction concerning looming deadline for federal habeas in event he was to lose pending PCR appeal, file review and research.	1.00	40.00/hr	40.00
11/20/2014 Phone call from client about decision of the Court	0.30	40.00/hr	12.00
12/1/2014 Receive and Review of Orders from Supreme Court dated November 20th and 26th	0.10	40.00/hr	4.00
Receipt and review of Petitioner's Brief	2.00	40.00/hr	80.00
12/16/2014 Letter to client with copy of orders from Supreme Court and copy of State's Brief of Petitioner	0.30	40.00/hr	12.00
Review phone message from client; memo to file	0.10	40.00/hr	4.00
12/18/2014 Letter to Dan Shearouse requesting a 30 day extension of time to file Respondent's Brief	0.20	40.00/hr	8.00
Phone call with Linda Allen at the Supreme Court	0.10	40.00/hr	4.00
12/24/2014 Receipt and review of Order granting extension until January 8th to file Brief of Respondent.	0.10	40.00/hr	4.00
1/8/2015 Letter to Dan Shearouse filing Brief of Respondent with COS	0.20	40.00/hr	8.00
Preparation of Initial Brief of Respondent with COS	6.00	40.00/hr	240.00
1/14/2015 Receipt of 2 clocked copies of Brief of Respondent	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/18/2015 Review phone message from client re bond, etc.; memo to file	0.10	40.00/hr	4.00
3/24/2015 Phone call from client regarding bond and appeal	0.30	40.00/hr	12.00
4/6/2015 Letter to Dan Shearouse re dates for possible oral arguments	0.20	40.00/hr	8.00
Receipt of letter from Supreme Court with dates considered for oral arguments during June term.	0.10	40.00/hr	4.00
4/23/2015 Rec'd letter from S Ct, case on earlier preliminary list, but was not scheduled, will likely be September 2015 term of Court; update file.	0.20	40.00/hr	8.00
4/30/2015 Letter to client with copies of letters from Supreme Court regarding possibility of oral arguments	0.30	40.00/hr	12.00
6/3/2015 Receipt of letter From S Court, matter likely to be scheduled September term, arguments Held September 22nd, 23rd, and 24th	0.10	40.00/hr	4.00
6/8/2015 Letter to Dan Shearouse, Clerk of Court Supreme Court re scheduling of September term arguments	0.20	40.00/hr	8.00
6/24/2015 Receipt of the Supreme Court Oral argument calendar for September 2015 term.	0.10	40.00/hr	4.00
8/6/2015 Received notice from Supreme Court Oral argument calendar for September 24 @ 10:00 a.m.; calendar	0.10	40.00/hr	4.00
8/11/2015 Collect call from client and memo to file	0.30	40.00/hr	12.00
8/13/2015 Letter to client with copy of the letter from Supreme Court regarding oral argument time and date	0.10	40.00/hr	4.00
9/17/2015 Letter to client re oral argument having to be continued	0.10	40.00/hr	4.00
Letter to Dan Shearouse requesting a continuance of the oral argument set for 9/24/15	0.10	40.00/hr	4.00
9/18/2015 Email to Brenda Shealy at the Supreme Court re request for continuance	0.10	40.00/hr	4.00
Email from David Spencer to Brenda Shealy re no objections to continuance	0.10	40.00/hr	4.00
Email from Brenda Shealy to TDS re argument continued and new date and time	0.10	40.00/hr	4.00
9/21/2015 Email to Brenda Shealy at Supreme Court that October 7 at 11 is fine	0.10	40.00/hr	4.00
Email from Brenda Shealy they will schedule it for October 7 at 11	0.10	40.00/hr	4.00
9/23/2015 Receipt of Order from S Court, oral argument now scheduled for Wednesday 10/7/15 11:00 a.m.. Calendar	0.10	40.00/hr	4.00
9/29/2015 Letter to client with copy of Order for oral argument on October 7, 2015	0.10	40.00/hr	4.00
Notebook for oral argument - review cases cited in all briefs	3.50	40.00/hr	140.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/30/2015 Review case law for oral argument	3.50	40.00/hr	140.00
10/1/2015 Review A L research for oral argument	1.00	40.00/hr	40.00
10/5/2015 Argument Prep	1.50	40.00/hr	60.00
10/6/2015 Email from Dan Shearouse re argument is on and reply from David Spencer	0.10	40.00/hr	4.00
Argument Prep	2.50	40.00/hr	100.00
10/7/2015 Oral Argument before the Supreme Court of South Carolina	0.50	60.00/hr	30.00
Meeting w/ family after argument	0.60	40.00/hr	24.00
Waiting time	0.50	40.00/hr	20.00
Organizing noteS for filing following argument	0.10	40.00/hr	4.00
Phone call from client from 4:44 p.m. to 4:54 p.m. not collect	0.20	40.00/hr	8.00
Argument prep - AM before argument and research regarding providing court trans. references discussed in argument, but not in brief	2.30	40.00/hr	92.00
TCW client about oral argument	0.20	40.00/hr	8.00
10/19/2015 Call to Chaplain at Lee Correctional	0.10	40.00/hr	4.00
TCW client's mother	0.20	40.00/hr	8.00
TCW client's brother	0.20	40.00/hr	8.00
TCW client's sister	0.20	40.00/hr	8.00
2nd TCW client's sister	0.10	40.00/hr	4.00
Receive and review of Opinion No. 27581 filed on 10/14/15 by the Supreme Court (Improvidently granted) and Remittitur	0.20	40.00/hr	8.00
10/20/2015 TCW client & memo to file	0.20	40.00/hr	8.00
10/21/2015 Letter to client w/ decision and explanation of procedure	0.30	40.00/hr	12.00
Researching current status of Isom Simmons and Joseph Dungee; Neither in SCDC database Richland Public Index Isom Simmons - jail time 20 months, Acc's after the Fact Murder 15/sus to time served/3 years prob 2001 1003 Drugs - nolle pros plead to AR 8/14/03 10 years Joseph Dungee: Acces afte murder 15/ sus / 27 months jail time; 3 yrs prob 2001 2007 GS Richland PWID Pot - Remind to Summary Court	0.50	40.00/hr	20.00
TCW Mike Stobbe SCDC Records	0.20	40.00/hr	8.00
TCW Dave Spencer, Asst AG	0.10	40.00/hr	4.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/21/2015 TCW client concerning the process for getting returned to ASGDC; Said Mother and Godmother are supposed to be calling me.	0.10	40.00/hr	4.00
10/22/2015 Letter to SCDC w/ documentation, sent via email	0.20	40.00/hr	8.00
10/23/2015 Email from Daniel Crooks to both myself and David Spencer at 11:26 am	0.10	40.00/hr	4.00
Email from David Spencer to Jenna Brown at 11:28 am re document	0.10	40.00/hr	4.00
Email from Jenna Brown to Daniel Crooks at 11:59 am	0.10	40.00/hr	4.00
Email to Daniel Crooks at 12:36 p.m. re sending orders to Mike Stobbe	0.10	40.00/hr	4.00
Email from Daniel Crooks at 12:42 p.m. re sending orders directly to him	0.10	40.00/hr	4.00
Email from Daniel Crooks re release of Wilds to ASGDC	0.10	40.00/hr	4.00
Email to Daniel Crooks at 1:11 p.m. re thank you for confirming	0.10	40.00/hr	4.00
10/25/2015 Email from to Daniel Crooks: wasn't trying to be the one to put his release in motion	0.10	40.00/hr	4.00
10/26/2015 Review email from Dan Crooks dated 10/25 again: get things processed quickly	0.10	40.00/hr	4.00
Email from Dan Crooks	0.10	40.00/hr	4.00
Review phone message from client, he was moved to ASGDC in Columbia on Friday 10/23/15; Memo to file	0.10	40.00/hr	4.00
Review 2nd phone message from client; Memo to file	0.10	40.00/hr	4.00
10/27/2015 Phone call from client re what happens next	0.10	40.00/hr	4.00
10/29/2015 Preparation for meeting with client	0.50	40.00/hr	20.00
10/30/2015 Meeting with client at Alvin S Glenn Detention Center	1.00	40.00/hr	40.00
11/2/2015 Phone call from client and notes to file	0.50	40.00/hr	20.00
12/2/2015 Email from Stephen Kryston Public Defender		40.00/hr	NO CHARGE
12/21/2015 Phone message left for sister of client Consuela re representation issues		40.00/hr	NO CHARGE
Phone call to step mom Ms. Grey no voice mail could not leave message		40.00/hr	NO CHARGE
Phone call to client contact. left message regarding status of representation		40.00/hr	NO CHARGE
2/3/2016 Phone call from client collect from client at 1:48 p.m.	0.30	40.00/hr	12.00
2/11/2016 phone message left for sister Connie Glover and memo to file.	0.20	40.00/hr	8.00

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/11/2016 Phone call with client's sister Connie Glover and memo to file	0.50	40.00/hr	20.00
Phone call to client contact April Wright and memo to file.	0.20	40.00/hr	8.00
3/30/2016 Phone call from client collect from client at 12:50 p.m.	0.10	40.00/hr	4.00
4/4/2016 Phone call from client	0.10	40.00/hr	4.00
2nd Phone call from client	0.10	40.00/hr	4.00
4/19/2016 Letter to client	0.40	40.00/hr	16.00
Email to client's sister Connie and family	0.50	40.00/hr	20.00
Email to Steven Krzyston at Public Defender's Office	0.30	40.00/hr	12.00
Phone call from client at 2:39 p.m. and notes to file	0.30	40.00/hr	12.00
Phone call to client contact and other family members	0.20	40.00/hr	8.00
4/25/2016 Email from Connie Glover and TDS reply		40.00/hr	NO CHARGE
Email to Consuela Wilds-Glover re hiring TDS		40.00/hr	NO CHARGE
Email from Consuela Wilds-Glover re retainer		40.00/hr	NO CHARGE
8/11/2016 Letter to Stephen Krzyston, Esq at Public Defender's Office re file	0.30	40.00/hr	12.00
Letter to client regarding his file	0.40	40.00/hr	16.00
9/15/2016 Email to Valencia Gray-Williams re case		40.00/hr	NO CHARGE
10/13/2016 Email from Stephen Krzyston Public Defender re getting client's file	0.10	40.00/hr	4.00
2nd Email from Stephen Krzyston re ineffective assistance claim against Doug	0.10	40.00/hr	4.00
 SUBTOTAL:	[	145.70	5,848.00]
<u>Paralegal</u>			
7/28/2011 Meeting with client at Broad River CI (with TDS)	0.50	40.00/hr	NO CHARGE
 SUBTOTAL:	[	0.50	0.00]
<u>Paralegal - JAT</u>			
7/17/2008 Reviewing order for discussion with TDS	0.10	35.00/hr	NO CHARGE
7/31/2008 Copying PCR transcript for Brian Petrano	0.20	35.00/hr	NO CHARGE
10/23/2008 conf. w/ TDS re filing times	0.10	35.00/hr	NO CHARGE
1/26/2009 Conference with TDS re case.	0.10	35.00/hr	NO CHARGE

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/30/2009 Making SCDC appointment.	0.10	35.00/hr	NO CHARGE
2/2/2009 Meeting w/ Client @ McCormick Corr. (w/o TDS)	0.30	35.00/hr	NO CHARGE
8/11/2009 Review Supreme Court's Order	0.10	35.00/hr	NO CHARGE
8/19/2009 Reviewing Supreme Court's order.	0.10	35.00/hr	NO CHARGE
8/24/2009 @ Richland County Clerk of Court reviewing co-defendant Isom Simmons' file.	0.30	35.00/hr	NO CHARGE
Traveling to Richland County courthouse.	0.30	35.00/hr	NO CHARGE
Traveling from Richland County courthouse to office.	0.30	35.00/hr	NO CHARGE
8/26/2009 Conference with TDS re reply brief.	0.10	35.00/hr	NO CHARGE
SUBTOTAL:	[	2.10	0.00]
<u>Paralegal - SM</u>			
7/25/2008 Call from Appellate Defense re PCR Transcript and data entry into database	0.10	35.00/hr	NO CHARGE
8/25/2008 Phone call from client; Update last action and phone log.	0.10	35.00/hr	NO CHARGE
9/3/2008 Call to AG re: client stating he has received mail from the AG, should be coming to us. Update file.	0.10	35.00/hr	NO CHARGE
1/7/2009 Preparation and assembly of. request for ext., Update last action in file.	0.10	35.00/hr	NO CHARGE
update file and calendar re 1st extension request to file cert petition and return to cert petition.	0.10	35.00/hr	NO CHARGE
1/13/2009 Cll to S Ct re Order rec'd only grants ext on Return to Cert and not on the Cert Pet. S. Ct to issue another order to correct. Extension for both are granted. Update last action and phone log.	0.10	35.00/hr	NO CHARGE
2/4/2009 Update file re wnd extension request , calendar new due date for cert pet and return to cert pet.	0.10	35.00/hr	NO CHARGE
3/10/2009 Call to AG re consent to our Motion for 3rd extension. update file.	0.10	35.00/hr	NO CHARGE
8/3/2009 Phone call from client contact re issues in State's Return. Memo to TDS. Update file.	0.10	35.00/hr	NO CHARGE
9/21/2010 Collect call from client, checking on case status, still pending in Ct. App.; update file log.	0.10	35.00/hr	NO CHARGE
7/23/2014 Collect call from client, checking to see if TDS has filed Motion for Bond Hearing	0.10	35.00/hr	NO CHARGE
10/7/2015 Research Accomplice liability, mere presence, mere presence jury instruction	1.00	35.00/hr	NO CHARGE

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
SUBTOTAL:	[	2.10	0.00]
<u>Paralegal -SG</u>			
7/25/2008 Update last action in file.	0.10	35.00/hr	NO CHARGE
7/28/2008 Telephone call with Client's Mother	0.10	35.00/hr	NO CHARGE
Update last action in file.	0.10	35.00/hr	NO CHARGE
7/29/2008 Update last action in file.	0.10	35.00/hr	NO CHARGE
Update last action in file.	0.10	35.00/hr	NO CHARGE
8/4/2008 Update last action in file.	0.10	35.00/hr	NO CHARGE
8/28/2008 Update last action in file as to Order from Supreme Court granting extension till 9.24.08	0.10	35.00/hr	NO CHARGE
10/27/2008 Update last action in file.	0.10	35.00/hr	NO CHARGE
10/30/2008 Update last action in file as to receipt of Order of Supreme Court granting State extension	0.10	35.00/hr	NO CHARGE
1/12/2009 Update last action in file as to receipt of Order from Supreme Court granting State extension to file Return.	0.10	35.00/hr	NO CHARGE
2/10/2009 Update last action in file.	0.10	35.00/hr	NO CHARGE
5/18/2009 Update last action in file as to letter to client with copy of the State's request for an extension.	0.10	35.00/hr	NO CHARGE
5/27/2009 Update last action in file as to letter from Brian Petrano to Dan Shearouse.	0.10	35.00/hr	NO CHARGE
6/10/2009 Update last action in file as to letter to client with Order from Supreme Court granting extension to State.	0.10	35.00/hr	NO CHARGE
6/30/2009 Update last action in file as to letter to client with copy of request and order granting extension from Supreme Court.	0.30	35.00/hr	NO CHARGE
7/29/2009 Update last action in file as to letter to client with Return to Petition for Writ of Certiorari	0.10	35.00/hr	NO CHARGE
8/10/2009 Update last action in file as to Order granting extension	0.10	35.00/hr	NO CHARGE
8/19/2009 Update last action in file as to receipt of Order from Supreme Court granting extension.	0.10	35.00/hr	NO CHARGE
10/20/2015 Phone call from client at 10:28 a.m. asking him to call back in an hour to speak with TDS	0.10	35.00/hr	NO CHARGE
10/26/2015 Phone call from client regarding wanting to talk with TDS	0.10	35.00/hr	NO CHARGE
3/21/2017 Update last action log to reflect collect call from client at ASGDC	0.10	35.00/hr	NO CHARGE

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
SUBTOTAL:	[	2.30	0.00]
For professional services rendered		152.70	\$5,848.00

Additional Charges :

	<u>Qty</u>	<u>Price</u>	
<u>Admin</u>			
10/31/2012 Payment to DTI - charges for printing and binding Brief of Respondent/Petitioner; Pd w/ Main PA Ck 3454 - for Court of Appeals	1	\$112.83	112.83
Pmt to Court of Appeals for cd of oral argument held on 11/5/13 ; Pd w/ Main PA Ck 3643	1	\$20.00	20.00
2/28/2013 Payment made to NOVA Office Strategies for Invoice 723631 - making 19 copies Brief of Respondent by Respondent/Petitioner; pd w/ Office AmEx - for Court of Appeals	1	\$116.90	116.90
6/24/2014 Payment made to NOVA Office Strategies for Invoice 4089788 - making a copy of cd with recording of oral argument made to client; pd w/ Main PA Ck 3748	1	\$16.20	16.20
1/8/2015 GBC Bindings (Brief of Respondent) for Supreme Court Copies of brief were made in-house, see pg. 26, <i>infra</i> .	12	\$1.00	12.00

SUBTOTAL: [277.93]

COLLECT CALLS

11/16/2011	collect phone call from client TCG Inc. 12:14 p.m.	1	\$1.59	1.59
11/17/2011	Collect call from client 1:58 p.m. - Copy of Invoice in File	1	\$1.59	1.59
1/19/2012	Collect call from client 10:38 a.m.. - Copy of Invoice in File	1	\$1.61	1.61
1/25/2012	Collect call from client 3:50 p.m. - Copy of Invoice in File	1	\$1.59	1.59
10/8/2012	Phone call from client at 5:08 p.m.	1	\$1.58	1.58

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
3/5/2013	Collect call from client 11:15 a.m. - Copy of Invoice in File	1	\$1.59	1.59
4/17/2013	Collect call from client at 8:41 a.m. - Copy of Invoice in File	1	\$1.59	1.59
5/7/2013	Collect call from client at 1:08 - Copy of Invoice in File	1	\$1.59	1.59
7/8/2013	Collect call from client at 4:14 p.m. - Copy of Invoice in File	1	\$1.59	1.59
9/4/2013	Collect call from client at 10:19 a.m. - Copy of Invoice in File	1	\$1.59	1.59
11/5/2013	Collect call from client at 1:19 pm - Copy of Invoice in File	1	\$1.59	1.59
1/22/2014	Collect call from client at 11:58 - Copy of Invoice in File	1	\$1.58	1.58
2/18/2014	Collect call from client 3:32 p.m. - Copy of Invoice in File	1	\$1.58	1.58
2/24/2014	Collect call from client at 12:38 pm - Copy of Invoice in File	1	\$1.58	1.58
3/3/2014	Collect call from client at 11:24 a.m. - Copy of Invoice in File	1	\$1.58	1.58
	Collect call from client at 11:40 a.m. second call - Copy of Invoice in File	1	\$1.58	1.58
5/29/2014	Collect call from client 11:52 a.m. - Copy of Invoice in File	1	\$1.58	1.58
6/30/2014	Collect call from client at 4:12 p.m. - Copy of Invoice in File	1	\$1.59	1.59
7/23/2014	Collect call from client 8:30 a.m. from Lee Corr - Copy of Invoice in File	1	\$1.34	1.34
7/29/2014	Collect call from client at 2:47 p.m. - Copy of Invoice in File	1	\$1.34	1.34
11/20/2014	Collect call from client at 3:23 p.m. - Copy of Invoice in File	1	\$1.58	1.58
12/16/2014	Collect call from client at 9:57 a.m. - Copy of Invoice in File	1	\$1.59	1.59
8/11/2015	Collect call from client at 2:36 p.m. - Copy of Invoice in File	1	\$1.34	1.34

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10/20/2015	Collect call from client at 10:29 - Copy of Invoice in File	1	\$1.65	1.65
10/21/2015	Collect call from client at 1:33 pm - Copy of Invoice in File	1	\$1.65	1.65
10/26/2015	Collect call from client 9:16 a.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 4:33 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
10/27/2015	Collect call from client at 2:36 p.m. at ASGDC - Copy of Invoice in File	1	\$2.67	2.67
11/2/2015	Collect call from client at 3:04 p.m. - Copy of Invoice in File	1	\$2.67	2.67
11/4/2015	Collect call from client at 11:12 am from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
11/5/2015	Collect call from client at 11:33 - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 11:14 - Copy of Invoice in File	1	\$2.67	2.67
11/10/2015	Collect call from client at 4:21 - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 3:54 - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 3:57 - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 10:31 - Copy of Invoice in File	1	\$2.67	2.67
11/12/2015	Collect call from client at 12:56 - Copy of Invoice in File	1	\$2.67	2.67
11/16/2015	Collect call from client at 11:50 - Copy of Invoice in File	1	\$2.67	2.67
11/18/2015	Collect call from client at 4:06 p.m. - Copy of Invoice in File	1	\$2.67	2.67
11/19/2015	Collect call from client at 12:48 p.m. - Copy of Invoice in File	1	\$2.67	2.67
11/23/2015	Collect call from client at 1:46 p.m. - Copy of Invoice in File	1	\$2.67	2.67

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
12/1/2015	Collect call from client at 3:04 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
1/21/2016	Collect call from client 3:36 from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client 11:03 from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
2/3/2016	Collect call from client from ASGDC 1:48 - Copy of Invoice in File	1	\$2.67	2.67
3/30/2016	Collect call from client at 12:50 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client from ASGDC 12:50 - Copy of Invoice in File	1	\$2.67	2.67
4/4/2016	Collect call from client at 11:02 am from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client at 1:32 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client from ASGDC 11:02 - Copy of Invoice in File	1	\$2.67	2.67
	Collect call from client from ASGDC 1:32 - Copy of Invoice in File	1	\$2.67	2.67
4/12/2016	Collect call from client at 12:45 pm. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
4/19/2016	Collect call from client at 2:38 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
5/16/2016	Collect call from client at 3:08 p.m. from ASGDC - Copy of Invoice in File	1	\$2.67	2.67
8/2/2016	Collect call from client at 12:19 p.m. from ASGDC - Copy of Invoice in File	1	\$0.18	0.18
8/3/2016	Collect call from client at 2:21 p.m. from ASGDC - Copy of Invoice in File	1	\$2.77	2.77
9/7/2016	Collect call from client from ASGDC 2:25 p.m. - Copy of Invoice in File	1	\$1.11	1.11

		Qty	Price	Amount
9/15/2016	Collect call from client 3:18 ASGDC - Copy of Invoice in File	1	\$0.92	0.92
9/27/2016	Collect call from client AT 1:24 PM FROM ASGDC - Copy of Invoice in File	1	\$2.22	2.22
SUBTOTAL:				[123.69]
<u>COPIER</u>				
7/28/2008	Copies	3	\$0.10	0.30
7/29/2008	Copies	6	\$0.10	0.60
	Copies	3	\$0.10	0.30
	Copies	14	\$0.10	1.40
8/4/2008	Copies	4	\$0.10	0.40
8/28/2008	Copies	1	\$0.10	0.10
10/27/2008	Copies	2	\$0.10	0.20
10/30/2008	Copies	1	\$0.10	0.10
12/18/2008	Copies	6	\$0.10	0.60
1/7/2009	Copies	6	\$0.10	0.60
1/12/2009	Copies	1	\$0.10	0.10
2/4/2009	Copies	10	\$0.10	1.00
2/10/2009	Copies	1	\$0.10	0.10
3/10/2009	Copies (Copy of State's return to client)	40	\$0.10	4.00
	Copies - letter to AG	7	\$0.10	0.70
3/30/2009	Copies - motion for extension of time	12	\$0.10	1.20
4/9/2009	Copies	1	\$0.10	0.10
	Copies (Sent to Dan Shearouse at the Supreme Court the Petition for Writ of Certiorari (original and six copies) and the Return to Petition for Writ of Certiorari (original and six copies) for filing. Copies also made for AG, client, client contact, to be clocked and returned and work copy)	388	\$0.10	38.80
5/18/2009	Copies	6	\$0.10	0.60

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
5/26/2009	Copies	6	\$0.10	0.60
5/27/2009	Copies	2	\$0.10	0.20
6/1/2009	Copies	4	\$0.10	0.40
6/10/2009	Copies	7	\$0.10	0.70
6/30/2009	Copies	10	\$0.10	1.00
7/29/2009	Copies	19	\$0.10	1.90
8/3/2009	Copies	3	\$0.10	0.30
8/5/2009	Copies	8	\$0.10	0.80
	Copies	7	\$0.10	0.70
8/10/2009	Copies	3	\$0.10	0.30
8/17/2009	Copies	26	\$0.10	2.60
8/19/2009	Copies	3	\$0.10	0.30
8/26/2009	Copies - letter to client	7	\$0.10	0.70
	Copies filing Respondent/Petitioner's Reply to Return to Petition for Writ of Cert and Cert of Serv, copy to AG, client and contact	88	\$0.10	8.80
11/17/2009	Copies	4	\$0.10	0.40
12/9/2009	Copies	4	\$0.10	0.40
1/5/2010	Copies	1	\$0.10	0.10
3/11/2010	Copies	4	\$0.10	0.40
11/18/2010	Copies	2	\$0.10	0.20
12/9/2010	Copies	2	\$0.10	0.20
6/1/2011	Copies of letter.	5	\$0.10	0.50
9/19/2011	Copies	6	\$0.10	0.60
11/17/2011	Copies	1	\$0.10	0.10
12/12/2011	Copies	4	\$0.10	0.40
1/19/2012	Copies	1	\$0.10	0.10
1/25/2012	Copies	1	\$0.10	0.10
4/16/2012	Copies	1	\$0.10	0.10

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
5/9/2012	Copies	12	\$0.10	1.20
5/16/2012	Copies	7	\$0.10	0.70
5/19/2012	Copies - email from client's mom	1	\$0.10	0.10
6/6/2012	Copies	9	\$0.10	0.90
6/11/2012	Copies	4	\$0.10	0.40
6/20/2012	Copies	7	\$0.10	0.70
7/12/2012	Copies	9	\$0.10	0.90
8/6/2012	Copies - Resp/Pet motion for ext, CofS, letter to Ct Appeals, copies to AG, client, contact, file	46	\$0.10	4.60
8/14/2012	Copies	2	\$0.10	0.20
9/4/2012	Copies - email to Rob Corney	1	\$0.10	0.10
9/5/2012	Copies of Order and case law.	21	\$0.10	2.10
	Copies - email from AG	1	\$0.10	0.10
	Copies -letter to client	7	\$0.10	0.70
9/17/2012	Copies	5	\$0.10	0.50
10/1/2012	Copies	1	\$0.10	0.10
10/4/2012	Copies	1	\$0.10	0.10
10/8/2012	Copies	1	\$0.10	0.10
10/9/2012	Copies	1	\$0.10	0.10
10/15/2012	Copies	5	\$0.10	0.50
10/22/2012	Copies - Research	83	\$0.10	8.30
	Copies - draft Brief of Respondent/Petitioner	13	\$0.10	1.30
10/24/2012	Copies - draft Brief of Respondent/Petitioner	15	\$0.10	1.50
10/30/2012	Copies - Letter to S Ct filing Respondent/Petitioner's Brief & Certificate of Service w/ 1 to clock and return; copies to AG, client, contact and file copy,	11	\$0.10	1.10

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
11/8/2012	Copies of Letter from Jennifer Roberts to Court of Appeals Clerk with Motion to Serve and File Amended Conclusion to Brief and copy of State's Brief for Client	29	\$0.10	2.90
11/14/2012	Copies	3	\$0.10	0.30
11/15/2012	Copies of State's Brief and State's Motion to serve and file and Amended Conclusion and letter to client.	30	\$0.10	3.00
11/29/2012	Copies - letter to Ct Appeals	8	\$0.10	0.80
12/4/2012	Copies of letter to Clerk of Court at Court of Appeals requesting an extension to file Respondent/Petitioner's Brief.	9	\$0.10	0.90
12/5/2012	Copies of Order from Court of Appeals granting extension request to file the Brief of Respondent/Petitioner.	4	\$0.10	0.40
12/11/2012	Copies of State's Brief and letter to client	25	\$0.10	2.50
12/17/2012	Copies	2	\$0.10	0.20
12/20/2012	Copies of letter and Motion for Extension of Time with Certificate of Service.	30	\$0.10	3.00
1/2/2013	Copies	4	\$0.10	0.40
1/10/2013	Copies	3	\$0.10	0.30
1/30/2013	Copies - brief 1st draft	30	\$0.10	3.00
	Copies of letter to Clerk of Court of Appeals and Motion for Extension of Time	30	\$0.10	3.00
2/5/2013	Copies of Order from Court of Appeals granting extension request.	4	\$0.10	0.40
2/19/2013	Copies of letter to client with order	7	\$0.10	0.70
2/28/2013	Copies - drafts	48	\$0.10	4.80
	Copies - Brief (Final copy sent to printers)	25	\$0.10	2.50
7/18/2013	Copies of letter from Court of Appeals	5	\$0.10	0.50
7/31/2013	Copies	7	\$0.10	0.70
9/12/2013	Copies of letter with notice of oral argument date	1	\$0.10	0.10
9/18/2013	Copies of letter to client regarding oral argument date and time.	5	\$0.10	0.50

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10/17/2013	Copies	2	\$0.10	0.20
10/24/2013	Copies	1	\$0.10	0.10
	Copies of email from TDS to Claire Allen and Ms. Allen's reply.	2	\$0.10	0.20
10/30/2013	Copies of case law for oral argument notebook	353	\$0.10	35.30
11/4/2013	Copies	1	\$0.10	0.10
	Copies - final email w/ Notice of Oral Argument 11/5/13 11:20 COURTROOM II	1	\$0.10	0.10
11/5/2013	Copies - research -	8	\$0.10	0.80
11/26/2013	Copies of letter to Jenny Kitchings regarding CD of oral arguments	5	\$0.10	0.50
3/10/2014	Copies	5	\$0.10	0.50
4/21/2014	Copies - letter to Ct Appeals filing Return to State's Petition for Rehearing	65	\$0.10	6.50
5/1/2014	Copies	7	\$0.10	0.70
6/10/2014	Copies	9	\$0.10	0.90
6/30/2014	Copies of letter from David Spencer to Dan Shearouse requesting extension and copy of Order granting extension to send to client	2	\$0.10	0.20
7/1/2014	Copies - mailed letter dated 6/25/14 to Lee Correctional w/ cd oral argument	7	\$0.10	0.70
	Copies	9	\$0.10	0.90
7/28/2014	Copies of Certiorari Petition for client	20	\$0.10	2.00
7/30/2014	Copies	5	\$0.10	0.50
8/21/2014	Copies	7	\$0.10	0.70
9/3/2014	Copies - research	52	\$0.10	5.20
9/15/2014	Copies - research	8	\$0.10	0.80
	Copies of letter to Dan Shearouse filing Return to Petition for Writ of Certiorari - original and copies to AG, client, contact & file copy	5	\$0.10	0.50

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
9/15/2014	Copies - Return to Petition for Writ of Certiorari & CofS - original plus 5 to court, 2 copies to clock and return, copies to AG, client, file copy	304	\$0.10	30.40
11/17/2014	Copies of letter to client	8	\$0.10	0.80
12/1/2014	Copies	20	\$0.10	2.00
	Copies	2	\$0.25	0.50
12/16/2014	Copies of Orders from Supreme Court and State's Brief	30	\$0.10	3.00
12/18/2014	Copies of letter to Dan Shearouse requesting 30 day ext to file Respondent's Brief	9	\$0.10	0.90
12/24/2014	Copies	4	\$0.10	0.40
1/8/2015	Copies -letter to S Court filing Brief of Respondent (original, file copy, copy to AG, Client, contact)	5	\$0.10	0.50
	Copies -Brief of Respondent & CofS (original + 15 for Court, 2 to clock and return, copy to AG, client, file copy	575	\$0.10	57.50
4/6/2015	Copies	5	\$0.10	0.50
4/30/2015	Copies	8	\$0.10	0.80
6/8/2015	Copies	5	\$0.10	0.50
6/24/2015	Copies of Supreme Court 2015 Oral Argument calendar	7	\$0.10	0.70
8/13/2015	Copies of letter to client and letter from Supreme Court regarding oral argument date and time	5	\$0.10	0.50
9/17/2015	Copies of letter to client	5	\$0.10	0.50
	Copies	5	\$0.10	0.50
9/21/2015	Copies	4	\$0.10	0.40
	Copies of emails between TDS and Brenda Shealy and David Spencer	4	\$0.10	0.40
9/29/2015	Copies	5	\$0.10	0.50
	Copies - oral argument notebook, briefs and case law	357	\$0.10	35.70
10/6/2015	Copies	1	\$0.10	0.10

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10/7/2015	Copies - research	48	\$0.10	4.80
10/22/2015	Copies of email to Mike Stobbe	1	\$0.10	0.10
10/23/2015	Copies of email from Jenna Brown to Daniel Crooks	2	\$0.10	0.20
	Copies of email from TDS to Dan Crooks at 12:36 p.m.	1	\$0.10	0.10
	Copies of email from Daniel Crooks at 12:42 p.m. re sending orders directly to him	2	\$0.10	0.20
	Copies of email from Dan Crooks re release of client to ASGDC	1	\$0.10	0.10
	Copies of email from TDS to Dan Crooks at 1:11 p.m. re thank you	2	\$0.10	0.20
10/26/2015	Copies of email between TDS and Dan Crooks	2	\$0.10	0.20
12/2/2015	Copies of email from Stephen Krzyston	2	\$0.10	0.20
3/3/2016	Copies - letter to Charleston Clk of Court, copies to client, parents, Allen Mastantuno, Esquire, alex Zeigler, Asst Solicitor	12	\$0.25	3.00
4/19/2016	Copies of email to clients sister for file and client	6	\$0.10	0.60
	Copies of email to Steven Krzyston at Public Defenders Office	1	\$0.10	0.10
	Copies of email from Stephen Krzyston re file and talking with TDS	4	\$0.10	0.40
4/25/2016	Copies of email between TDS and Connie Glover	4	\$0.10	0.40
	Copies	5	\$0.10	0.50
8/11/2016	Copies	4	\$0.10	0.40
	Copies	5	\$0.10	0.50
9/15/2016	Copies of email to Valencia Gray-Williams	2	\$0.10	0.20
10/13/2016	Copies of email from Stephen Krzyston Public Defender re file	4	\$0.10	0.40
	Copies	3	\$0.10	0.30

SUBTOTAL:

[338.70]

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
<u>MILEAGE</u>				
1/7/2009	Mileage to/from Supreme Court 7 @ .505	1	\$3.54	NO CHARGE
2/2/2009	Mileage for trip to & from McCormick Corr. (MILEAGE DIVIDED BETWEEN SIX CLIENTS) (JAT ONLY)	22.5	\$0.51	11.36
3/10/2009	Mileage to Office of Attorney General, Supreme Court. 8 @ .505 = 4.04	1	\$4.04	NO CHARGE
8/17/2009	Mileage - to Supreme Court	3.5	\$0.51	NO CHARGE
7/28/2011	Mileage roundtrip BRCI for client visit - (Divided among clients)	5.5	\$0.50	2.75
5/23/2014	Mileage - RT Lee Correctional for client visit (Divided among 5 clients seen)	21	\$0.56	11.76
SUBTOTAL:				[25.87]
<u>POSTAGE METER</u>				
7/28/2008	Postage	1	\$0.42	0.42
7/29/2008	Postage	3	\$0.42	1.26
	Postage	1	\$0.84	0.84
8/4/2008	Postage	1	\$2.70	2.70
11/19/2008	Postage	1	\$0.42	0.42
12/18/2008	Postage	2	\$0.42	0.84
2/4/2009	Postage	4	\$0.42	1.68
3/10/2009	Postage	1	\$0.93	0.93
	Postage	1	\$0.42	0.42
3/11/2009	Postage	2	\$0.42	0.84
3/30/2009	Postage	4	\$0.42	1.68
4/9/2009	Postage	1	\$2.53	2.53
	Postage	1	\$2.78	2.78
	Postage	1	\$0.42	0.42
4/16/2009	Postage	2	\$1.68	3.36
5/18/2009	Postage	2	\$0.44	0.88

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
6/1/2009	Postage	2	\$0.44	0.88
6/10/2009	Postage	2	\$0.44	0.88
6/30/2009	Postage	2	\$0.44	0.88
7/29/2009	Postage	1	\$0.44	0.44
	Postage	1	\$1.39	1.39
	Postage - 2nd letter to client	1	\$0.44	0.44
8/5/2009	Postage	3	\$0.44	1.32
	Postage	3	\$0.44	1.32
8/17/2009	Postage	3	\$0.44	1.32
8/26/2009	Postage	2	\$0.44	0.88
	Postage	1	\$0.78	0.78
	Postage	1	\$2.75	2.75
	Postage	3	\$0.61	1.83
11/17/2009	Postage	2	\$0.44	0.88
	Postage	2	\$0.44	0.88
12/9/2009	Postage	1	\$0.88	0.88
11/18/2010	Postage	2	\$0.44	0.88
12/9/2010	Postage	1	\$0.44	0.44
6/1/2011	Postage	2	\$0.44	0.88
9/19/2011	Postage	2	\$0.44	0.88
12/12/2011	Postage	2	\$0.44	0.88
5/16/2012	Postage	2	\$0.45	0.90
6/6/2012	Postage	4	\$0.45	1.80
6/20/2012	Postage	2	\$0.45	0.90
7/12/2012	Postage	2	\$0.65	1.30
8/6/2012	Postage	3	\$0.45	1.35
9/5/2012	Postage	1	\$0.45	0.45
	Postage	1	\$0.85	0.85

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
10/15/2012	Postage	2	\$0.45	0.90
10/30/2012	Postage	1	\$7.29	7.29
	Postage	1	\$2.70	2.70
	Postage	2	\$1.90	3.80
	Postage	1	\$0.45	0.45
11/14/2012	Postage	1	\$0.45	0.45
11/29/2012	Postage	4	\$0.45	1.80
12/11/2012	Postage	1	\$1.70	1.70
12/17/2012	Postage	2	\$0.45	0.90
12/20/2012	Postage	1	\$0.95	0.95
	Postage	4	\$0.45	1.80
1/10/2013	Postage	1	\$0.45	0.45
1/30/2013	Postage	1	\$1.28	1.28
	Postage	3	\$0.46	1.38
2/19/2013	Postage	2	\$0.46	0.92
2/28/2013	Postage - mailing Briefs to Court of Appeals for filing (pkg 2 of 2)	1	\$7.45	7.45
	Postage - mailing Briefs to Court of Appeals for filing (1 of 2 pkgs)	1	\$6.60	6.60
	Postage - Brief to AG & client	2	\$1.92	3.84
	Postage - Return envelope	1	\$2.72	2.72
	Postage - letter to client contact	1	\$0.46	0.46
7/31/2013	Postage	2	\$0.46	0.92
9/12/2013	Postage	1	\$0.46	0.46
9/18/2013	Postage	2	\$0.46	0.92
11/26/2013	Postage	2	\$0.46	0.92
3/10/2014	Postage	2	\$0.48	0.96
4/21/2014	Postage	1	\$2.05	2.05
	Postage	3	\$0.69	2.07

		<u>Qty</u>	<u>Price</u>	<u>Amount</u>
4/21/2014	Postage	1	\$0.48	0.48
5/1/2014	Postage	2	\$0.48	0.96
6/10/2014	Postage	2	\$0.48	0.96
7/1/2014	Postage - letter to SCDC w cd oral argument	1	\$1.19	1.19
	Postage - SASE return envelope for SCDC to return cd oral argument	1	\$1.19	1.19
	Postage - copy of letter to SCDC to client and contact	2	\$0.48	0.96
	Postage	2	\$0.48	0.96
7/30/2014	Postage	1	\$1.82	1.82
	Postage	1	\$0.48	0.48
8/21/2014	Postage	3	\$0.48	1.44
9/15/2014	Postage -court's return envelope	1	\$2.66	2.66
	Postage - AG, client,	2	\$1.82	3.64
	Postage - to Court	1	\$6.10	6.10
	Postage - to Contact (letter only, no enclosures)	1	\$0.48	0.48
11/17/2014	Postage	2	\$0.48	0.96
12/16/2014	Postage	1	\$1.82	1.82
	Postage	1	\$0.48	0.48
12/18/2014	Postage	4	\$0.48	1.92
1/8/2015	Postage	2	\$7.35	14.70
	Postage	3	\$2.24	6.72
	Postage	1	\$0.48	0.48
4/6/2015	Postage	2	\$0.48	0.96
4/30/2015	Postage	2	\$0.48	0.96
6/8/2015	Postage	2	\$0.49	0.97
8/13/2015	Postage	2	\$0.49	0.97
9/17/2015	Postage	2	\$0.49	0.97

		Qty	Price	Amount
9/17/2015	Postage	2	\$0.49	0.97
9/29/2015	Postage	2	\$0.49	0.97
3/3/2016	Postage - letter to Clk of Ct and courtesy copies	5	\$0.49	2.45
4/19/2016	Postage	1	\$0.68	0.68
8/11/2016	Postage	1	\$0.47	0.47
SUBTOTAL:				[168.17]

WestLaw Online Research

4/8/2009	Online Thompson West Research Charges 4/8/09 and 4/9/09 - Invoice In Expenses File. Standard billing would have been \$860.25	1	\$119.28	119.28
8/24/2009	Online Thompson West Research Charges - 8/24/09, 8/26/09 Invoice Attached Standard Rate would have been \$195.50	1	\$16.89	16.89
8/19/2012	WestLaw Online Research Charges - Invoice(s) attached. Standard Rate would have been \$235.46	1	\$43.74	43.74
10/14/2012	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$273.93	1	\$28.50	28.50
10/17/2012	WestLaw Online Research Charges - 10/17/12 - 10/18/12, Invoice attached Standard Rate would have been \$716.00	1	\$74.49	74.49
10/22/2012	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$13.00	1	\$1.35	1.35
12/19/2012	WestLaw Online Research Charges - Invoice attached. Standard rate applied because lower than plan amount	1	\$198.00	198.00
1/29/2013	WestLaw Online Research Charges 1/26/13 \$39.58; 1/27/13 \$10.72; 1/29/13 \$44.18 = total of \$94.49 Invoice attached Standard Rate would have been \$802.00	1	\$94.49	94.49
2/14/2013	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$192.00	1	\$77.21	77.21

Israel Wilds 274010

Page 33

		Qty	Price	Amount
10/30/2013	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$3,219.00	1	\$229.09	229.09
11/5/2013	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$5,152.00	1	\$317.52	317.52
9/15/2014	WestLaw Online Research Charges (9/3/14 \$6.36; 9/15/14 \$2.12; 9/15/15 second search \$11.92) Invoice attached Standard Rate would have been \$86.00	1	\$14.03	14.03
10/7/2015	WestLaw Online Research Charges - invoice attached Standard Rate would have been \$690.00	1	\$17.48	17.48
12/29/2015	WestLaw Online Research Charges 12/28/15 \$84.70; 12/29/15 \$42.67 = \$127.37 - invoice attached Standard Rate would have been \$1,209.00	1	\$127.37	127.37
SUBTOTAL: <i>Westlaw total</i>				[1,359.44]
Total additional charges : <i>Total expense charges</i>				\$2,293.80
For professional services rendered : <i>Total fees</i>				152.70
Total amount of this bill				~~\$8,141.80~~ <i>\$5,848.00</i>
Balance due				\$8,141.80

TERMS; DUE IMMEDIATELY UPON RECEIPT

If your records show any previous payments not reflected in this bill, please provide me copies of cancelled checks and/or receipts and we will gladly adjust your bill.

Exhibit F

DOCUMENTATION

WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)

Target Client:

Date Range:

April 01, 2009 - April 30, 2009

Report Format:

Summary-Account by
Client by User by Day
(Targeted)

All Clients
DUSHUN STATEN
ELIJAH BROWN
ERIC PHILIPS

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Account by Client by User by Day	Database Time	Transactions	Docs/Lines	Connect Time	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
Account: 1000001384								
Client ISRAEL WILDS								
User Name THOMPSON, JEREMY (6038933)								
Day 04/08/2009								
Totals for Included		8			\$391.00	\$50.67	\$3.55	\$54.21
Totals for Day 04/08/2009		8			\$391.00	\$50.67	\$3.55	\$54.21
Day 04/09/2009								
Totals for Included		8			\$469.25	\$60.81	\$4.26	\$65.07
Totals for Day 04/09/2009		8			\$469.25	\$60.81	\$4.26	\$65.07
Totals for User Name THOMPSON, JEREMY (6038933)		16			\$860.25	\$111.47	\$7.80	\$119.28
Totals for Client ISRAEL WILDS		16			\$860.25	\$111.47	\$7.80	\$119.28
Totals for Account: 1000001384		16			\$860.25	\$111.47	\$7.80	\$119.28
Report Totals - Included								
Report Totals		16			\$860.25	\$111.47	\$7.80	\$119.28



BACK

TARA D SHURLING,

Account: COLUMBIA SC
(1000001384)

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Date August 01, 2009 - August 31,

E-Mail

Range: 2009

Report Summary-Account by Client

Format: by User by Day (Targeted)

Account by Client by User by Day

Standard
ChargeSpecial
Pricing
Charge

Tax Amount Total Charge

Account: 1000001384

Client ISRAEL WILDS

User Name THOMPSON, JEREMY (6038933)

Day 08/24/2009

Totals for Included	\$134.50	\$10.86	\$0.76	\$11.62
Totals for Day 08/24/2009	\$134.50	\$10.86	\$0.76	\$11.62

Day 08/26/2009

Totals for Included	\$61.00	\$4.93	\$0.34	\$5.27
Totals for Day 08/26/2009	\$61.00	\$4.93	\$0.34	\$5.27
Totals for User Name THOMPSON, JEREMY (6038933)	\$195.50	\$15.78	\$1.11	\$16.89
Totals for Client I				

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DOCUMENTATION

WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

BACK

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)

Date Range: August 01, 2012 - August
31, 2012

Report Format: Summary-Account by Client
by User by Day

Products: Westlaw, WestlawNext

Target Client:

All Client
ISRAEL WILDS
JUDICIAL CONF
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Account by Client by User by Day Docs/Lines

Standard Charge

Special Pricing Charge

Tax Amount

Total Charge

Account: 1000001384

Client ISRAEL WILDS

User Name PEARCE, ANN (4443618)

Day 08/19/2012

Totals for Included	372	235.46 USD	40.88 USD	2.86 USD	43.74 USD
Totals for Day 08/19/2012	372	235.46 USD	40.88 USD	2.86 USD	43.74 USD
Totals for User Name PEARCE, ANN (4443618)	372	235.46 USD	40.88 USD	2.86 USD	43.74 USD
Totals for Client ISRAEL WILDS	372	235.46 USD	40.88 USD	2.86 USD	43.74 USD

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WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

BACK

TARA D SHURLING,
Account: COLUMBIA SC
 (1000001384)
Date: October 01, 2012 -
Range: October 31, 2012
Report: Summary-Account by
Format: Client by User by Day
Products: Westlaw, WestlawNext

Target
 Client:

All Client
 DALE JOHNSON
 DEVIN KERSHAW
 ISRAEL WILDS

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Account by Client by User by Day Transactions Standard Charge Special Pricing Charge Tax Amount Total Charge

Account: 1000001384

Client WILDS

User Name PEARCE, ANN
 (4443618)

Day 10/14/2012

Totals for Included	5	273.93 USD	26.63 USD	1.86 USD	28.50 USD
Totals for Day 10/14/2012	5	273.93 USD	26.63 USD	1.86 USD	28.50 USD
Totals for User Name PEARCE, ANN (4443618)	5	273.93 USD	26.63 USD	1.86 USD	28.50 USD
Totals for Client WILDS	5	273.93 USD	26.63 USD	1.86 USD	28.50 USD

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WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

BACK

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)

Date October 01, 2012 -

Range: October 31, 2012

Report Summary-Account by

Format: Client by User by Day

Products: Westlaw, WestlawNext

**Target
Client:**

All Client
DALE JOHNSON
DEVIN KERSHAW
ISRAEL WILDS

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Account by Client by User by Day	Transactions	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
----------------------------------	--------------	-----------------	------------------------	------------	--------------

Account: 1000001384

Client ISRAEL WILDS
User Name PEARCE, ANN
(4443618)

Day 10/17/2012

Totals for Included	34	677.00 USD	65.82 USD	4.61 USD	70.43 USD
Totals for Day 10/17/2012	34	677.00 USD	65.82 USD	4.61 USD	70.43 USD

Day 10/18/2012

Totals for Included	3	39.00 USD	3.79 USD	0.27 USD	4.06 USD
Totals for Day 10/18/2012	3	39.00 USD	3.79 USD	0.27 USD	4.06 USD
Totals for User Name PEARCE, ANN (4443618)	37	716.00 USD	69.61 USD	4.87 USD	74.49 USD
Totals for Client ISRAEL WILDS	37	716.00 USD	69.61 USD	4.87 USD	74.49 USD

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Westlaw.

DOCUMENTATION

WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

BACK

TARA D SHURLING,
Account: COLUMBIA SC
 (1000001384)
Date October 01, 2012 -
Range: October 31, 2012
Report Summary-Account by
Format: Client by User by Day
Products: Westlaw, WestlawNext

Target
Client:

GO

All Client
 DALE JOHNSON
 DEVIN KERSHAW
 ISRAEL WILDS

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Account by Client by User by Day

Transactions

Standard
ChargeSpecial Pricing
Charge

Tax Amount

Total Charge

Account: 1000001384

Client WILDS, ISRAEL
 User Name
 MCCOLLISTER, SHARON
 (10306457)
 Day 10/22/2012

Totals for Included	1	13.00 USD	1.26 USD	0.09 USD	1.35 USD
Totals for Day 10/22/2012	1	13.00 USD	1.26 USD	0.09 USD	1.35 USD
Totals for User Name MCCOLLISTER, SHARON (10306457)	1	13.00 USD	1.26 USD	0.09 USD	1.35 USD
Totals for Client WILDS, ISRAEL	1	13.00 USD	1.26 USD	0.09 USD	1.35 USD

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FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

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Account:

TARA D SHURLING,
COLUMBIA SC
(1000001384)Target
Client:All Client
ISRAEL WILDS

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Date

December 01, 2012 -

Range:

December 31, 2012

Report

Summary-Account by

Format:

Client by User by Day

Products:

Westlaw, WestlawNext

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Account by Client by User by
Day

Standard Charge

Special
Pricing
Charge

Tax Amount

Total Charge

Account: 1000001384

Client ISRAEL WILDS

User Name PEARCE, ANN
(4443618)

Day 12/19/2012

Totals for Included	198.00 USD	462.99 USD	32.41 USD	495.40 USD
Totals for Day 12/19/2012	198.00 USD	462.99 USD	32.41 USD	495.40 USD
Totals for User Name PEARCE, ANN (4443618)	198.00 USD	462.99 USD	32.41 USD	495.40 USD
Totals for Client ISRAEL WILDS	198.00 USD	462.99 USD	32.41 USD	495.40 USD
Totals for Account: 1000001384	198.00 USD	462.99 USD	32.41 USD	495.40 USD

Report Totals - Included	198.00 USD	462.99 USD	32.41 USD	495.40 USD
Report Totals	198.00 USD	462.99 USD	32.41 USD	495.40 USD

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)
Date Range: January 01, 2013 - January
31, 2013
Report Format: Summary-Account by Client
by User by Day
Products: Westlaw, WestlawNext

Target Client:

All Client

GASKINS, JOHN NEW

HALL, NORMA

HAMRICK, JASON

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Account by Client by User by Day Standard Charge Special Pricing Tax Amount Total Charge
Charge

Account: 1000001384

Client ISRAEL WILDS

User Name SHURLING, TARA D
(2300448)

Day 01/26/2013

Totals for Included	336.00 USD	37.00 USD	2.59 USD	39.58 USD
Totals for Day 01/26/2013	336.00 USD	37.00 USD	2.59 USD	39.58 USD

Day 01/27/2013

Totals for Included	91.00 USD	10.02 USD	0.70 USD	10.72 USD
Totals for Day 01/27/2013	91.00 USD	10.02 USD	0.70 USD	10.72 USD

Day 01/29/2013

Totals for Included	375.00 USD	41.29 USD	2.89 USD	44.18 USD
Totals for Day 01/29/2013	375.00 USD	41.29 USD	2.89 USD	44.18 USD

Totals for User Name SHURLING, TARA D (2300448)	802.00 USD	88.30 USD	6.18 USD	94.49 USD
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Totals for Client ISRAEL WILDS	802.00 USD	88.30 USD	6.18 USD	94.49 USD
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USER - SHARON MCCOLLISTER

ST BACK

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)
Date Range: February 01, 2013 -
February 28, 2013
Report Format: Summary-Account by
Client by User by Day
Products: Westlaw, WestlawNext

Target
Client:

All Client
CONRAD SLOCUMB
FISHER, TIMOTHY
HACKSHAW, ANTHON

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Account by Client by User by Day

Standard
Charge

Special
Pricing
Charge

Tax Amount

Total Charge

Account: 1000001384

Client WILDS

User Name SHURLING TARA (2300448)

Day 02/14/2013

Totals for Included	192.00 USD	72.15 USD	5.05 USD	77.21 USD
Totals for Day 02/14/2013	192.00 USD	72.15 USD	5.05 USD	77.21 USD
Totals for User Name SHURLING TARA (2300448)	192.00 USD	72.15 USD	5.05 USD	77.21 USD
Totals for Client WILDS	192.00 USD	72.15 USD	5.05 USD	77.21 USD

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DOCUMENTATION

WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

BACK

Account: TARA D SHURLING, COLUMBIA
SC (1000001384)

Date Range: October 01, 2013 - October 31, 2013

Report Format: Summary-Account by Client by User by Day

Products: Westlaw, WestlawNext

Content Families: All Content Families [+]

Target Client:

All Client
CARMACK, CHARLES
HARRIS, HYNEAF
LACHANCE, RAYMOND

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Account by Client by User by Day

Standard Charge

Special Pricing Charge

Tax Amount

Total Charge

Account: 1000001384

Client WILDS, ISRAEL

User Name SHURLING, TARA D
(2300448)

Day 10/30/2013

Totals for Included	3,219.00 USD	212.82 USD	16.26 USD	229.09 USD
Totals for Day 10/30/2013	3,219.00 USD	212.82 USD	16.26 USD	229.09 USD
Totals for User Name SHURLING, TARA D (2300448)	3,219.00 USD	212.82 USD	16.26 USD	229.09 USD
Totals for Client WILDS, ISRAEL	3,219.00 USD	212.82 USD	16.26 USD	229.09 USD

DOCUMENTATION

WHAT'S NEW

FEEDBACK

MY ACCOUNT

LOG OUT

USER - SHARON MCCOLLISTER

Account: TARA D SHURLING, COLUMBIA SC (1000001384)
Date Range: November 01, 2013 - November 30, 2013
Report Format: Summary-Account by Client by User by Day
Products: Westlaw, WestlawNext
Content Families: All Content Families [+]

Target Client: All Client
STEPHEN HABET AND JEFFREY BARTI
TILLMAN, ROBERT
TILLMAN, RONALD

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Account by Client by User by Day	Standard Charge	Special Pricing Charge	Tax Amount	Total Charge
----------------------------------	-----------------	------------------------	------------	--------------

Account: 1000001384

Client WILDS, ISRAEL				
User Name SHURLING, TARA D (2300448)				
Day 11/05/2013				
Totals for Included	5,152.00 USD	294.00 USD	23.52 USD	317.52 USD
Totals for Day 11/05/2013	5,152.00 USD	294.00 USD	23.52 USD	317.52 USD
Totals for User Name SHURLING, TARA D (2300448)	5,152.00 USD	294.00 USD	23.52 USD	317.52 USD
Totals for Client WILDS, ISRAEL	5,152.00 USD	294.00 USD	23.52 USD	317.52 USD

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LO

USER - SHARON MCCOLLISTER

Account: TARA D SHURLING,
COLUMBIA SC
(1000001384)
Date Range: September 01, 2014 -
September 30, 2014
Report Format: Summary-Account by Client by User
by Day
Products: Westlaw, WestlawNext
Content Families: All Content Families [+]

Target Client:

All Client
BRYANT, THOMAS
REVAN, KATHY
SANDERS, TUNZY

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Account by Client by User by Day

Standard
Charge

Special
Pricing
Charge

Tax Amount

Total
Charge

Account: 1000001384

Client WILDS, ISAIAH
User Name MCCOLLISTER, SHARON
(9471604)
Day 09/03/2014

Totals for Included	39.00 USD	5.89 USD	0.47 USD	6.36 USD
Totals for Day 09/03/2014	39.00 USD	5.89 USD	0.47 USD	6.36 USD
Totals for User Name MCCOLLISTER, SHARON (9471604)	39.00 USD	5.89 USD	0.47 USD	6.36 USD
Totals for Client WILDS, ISAIAH	39.00 USD	5.89 USD	0.47 USD	6.36 USD

Client WILDS, ISRAEL
User Name MCCOLLISTER, SHARON
(9471604)
Day 09/15/2014

Totals for Included	13.00 USD	1.96 USD	0.16 USD	2.12 USD
Totals for Day 09/15/2014	13.00 USD	1.96 USD	0.16 USD	2.12 USD
Totals for User Name MCCOLLISTER, SHARON (9471604)	13.00 USD	1.96 USD	0.16 USD	2.12 USD

User Name SHURLING, TARA D (41124)
Day 09/15/2014

Totals for Included	73.00 USD	11.03 USD	0.88 USD	11.91 USD
Totals for Day 09/15/2014	73.00 USD	11.03 USD	0.88 USD	11.91 USD
Totals for User Name SHURLING, TARA D (41124)	73.00 USD	11.03 USD	0.88 USD	11.91 USD
Totals for Client WILDS, ISRAEL	86.00 USD	12.99 USD	1.04 USD	14.03 USD

TARA D SHURLING,
Account: COLUMBIA SC
(1000001384)

Target Client:

All Client
CHALERS, PETER
JONES, WALTER MICHAEL
LYLES, LANCE

Download

Date Range:

October 01, 2015 -
October 31, 2015

GO

E-Mail

Report Format:

Summary-Account by Client by User by Day

Products:

Westlaw, WestlawNext

Content Families:

All Content Families [+]

Account by Client by User by Day

Standard Special Pricing
Charge Charge

Tax Amount Total Charge

Account: 1000001384

Client WILDS, ISRAEL

User Name MCCOLLISTER, SHARON (9471604)

Day 10/07/2015

Totals for Included	690.00 USD	16.19 USD	1.29 USD	17.48 USD
Totals for Day 10/07/2015	690.00 USD	16.19 USD	1.29 USD	17.48 USD
Totals for User Name MCCOLLISTER, SHARON (9471604)	690.00 USD	16.19 USD	1.29 USD	17.48 USD
Totals for Client WILDS, ISRAEL	690.00 USD	16.19 USD	1.29 USD	17.48 USD

Account: TARA D
SHURLING,
COLUMBIA SC
(1000001384)

Target Client:

All Client
MISC
SMITH, DAVID DWIGHT
WILDS, ISRAEL

Download

View Full Printable HTML Report

Date Range:

December 01, 2015 -
December 31, 2015

GO

E-Mail

Report Format:

Summary-Account by Client by User by Day

Products:

Westlaw, WestlawNext

Content Families: All Content Families [+]

Account by Client by User by Day

Standard
Charge

Special
Pricing
Charge

Tax Amount

Total Charge

Account: 1000001384

Client WILDS, ISRAEL

User Name SHURLING, TARA D (41124)

Day 12/28/2015

Totals for Included	804.00 USD	78.43 USD	6.27 USD	84.70 USD
Totals for Day 12/28/2015	804.00 USD	78.43 USD	6.27 USD	84.70 USD

Day 12/29/2015

Totals for Included	405.00 USD	39.51 USD	3.16 USD	42.67 USD
Totals for Day 12/29/2015	405.00 USD	39.51 USD	3.16 USD	42.67 USD

Totals for User Name SHURLING, TARA D
(41124)

1,209.00 USD

117.93 USD

9.43 USD

127.37 USD

Totals for Client WILDS, ISRAEL

1,209.00 USD

117.93 USD

9.43 USD

127.37 USD

Exhibit G

47.5. (INDEF: Civil Court Appointments) The funds appropriated under "Civil Court Appointments" shall be used for Civil Court Appointments including Termination of Parental Rights, Abuse and Neglect, Probate Court Commitments, Sexually Violent Predator Act, and Post Conviction Relief (PCR) to reimburse court appointed private attorneys and for other expenditures as specified in this provision. Civil Court Appointments funds may not be transferred or used for any other purpose.

A portion of the funds appropriated under "Civil Court Appointments" shall be used for "Termination of Parental Rights" cases and "Abuse and Neglect" cases to reimburse private attorneys who are appointed by the Family Court to serve as guardians ad litem, where volunteer appointments cannot be made and to represent guardians ad litem, children, or parents under the provisions of S.C. Code Sections 20-7-110 et seq., 20-7-1570 et seq., 20-7-1695 (A)(2) et seq., 20-7-7205 et seq., and 20-7-8705 (4)(a) et seq.; for "Probate Court Commitment" cases to reimburse private attorneys who are appointed by the Probate Court to represent indigent persons; and for "Sexual Violent Predator" cases to reimburse private attorneys who are appointed by the Circuit Court pursuant to Sections 44-48-10, et seq., to represent indigent persons. When private counsel is appointed pursuant to these provisions, counsel shall be reimbursed a reasonable fee to be determined on the basis of fifty dollars per hour or reimbursement may also be made on the basis of a set (flat) fee. The method of payment and the amount of the set fee will be determined by the Commission on Indigent Defense.

Reimbursement shall not exceed two thousand dollars for any case under which such private attorney is appointed. Reimbursement in excess of the hourly rate and limit set forth herein is authorized only if the court certifies, in a written order with specific findings of fact, that reimbursement in excess of the rates or limit is necessary to provide reimbursement adequate to ensure effective assistance of counsel and reimbursement in excess of the limit is appropriate because the services provided were reasonable and necessarily incurred. Upon a finding in ex parte proceedings that investigative, expert, or other services are reasonable and necessary for the representation of the defendant, the court shall authorize the defendant's attorney to obtain such services on behalf of the defendant and shall authorize the payment, from funds available to the Office of Indigent Defense, of fees and expenses not to exceed five hundred dollars as the court considers appropriate. Payment in excess of the five hundred dollar limit is authorized only if the court certifies, in a written order with specific findings of fact, that payment in excess of the limit is appropriate because the services provided were reasonable and necessarily incurred to provide adequate defense. Payments shall be made from funds appropriated for this purpose from the Commission of Indigent Defense.

Indigent defense vouchers authorized in this provision must be reviewed pursuant to procedures established by the Commission on Indigent Defense. The commission shall provide a copy of the established procedures to the Senate Finance Committee and the House Ways and Means Committee.

A portion of the funds appropriated under "Civil Court Appointments" may be used by the Commission on Indigent Defense to retain, on a contractual basis, the services of attorneys qualified to handle civil court appointments, to be reimbursed in accordance with applicable provisos and statutes.

Exhibit H

SCCID Voucher Payment Policy

Adopted by the Commission September 25, 2007, with subsequent revisions

Please refer to the Order of the SC Supreme Court dated September 29, 2006, and memorandums of Chief Justice Toal, dated July 6, 2005, and July 8, 2005, all of which can be accessed at www.sccid.sc.gov

I. Appointment of Counsel

- a. **Attorney Registration:** Every attorney who represents or expects to represent an indigent client pursuant to court appointment must personally register on line with SCCID, at its website www.sccid.sc.gov and be approved and issued an attorney password. This registration is for the attorney and payee information and does not have to be repeated when the attorney registers a case. (When filling out Payee portion of voucher on line, Payee information must be identical in name, social security number or Federal ID number as submitted on the W-9, or the system will reject the voucher).
- b. **Case Registration For Appointed Counsel:** Upon appointment by the court in an indigent case or proceeding, counsel must notify the Office of Indigent Defense (OID) within 15 days of the appointment by registering the case online at www.sccid.sc.gov. Additional documentation may be required by OID. Every court appointed case must be registered even if the attorney does not intend to apply for payment of attorney fees and/or expenses. (In addition to being an electronic voucher processing system, the system is also the exclusive data collection and tracking system for all indigent defense cases).
- c. **Payment:** Vouchers, time sheets and any other supporting documentation for payment must be submitted online through the Indigent Defense website. They may be mailed directly to OID only if electronic access is not available. Vouchers must be received by OID in correct form no later than thirty (30) days after the services are completed. Vouchers should not be mailed to the Clerk of Court for transmittal. The Clerk of Court is no longer required to sign off on a voucher. Detailed invoices for any experts, investigators, translators, and other outside services must also be submitted, and may be submitted by fax or regular mail. The website contains the appropriate fax numbers.

In accordance with S.C. Code Section 17-3-310(G) (2), S.C. Code Section 17-3-340(I)(9), and other applicable statutes, rules of court, regulations and any other authority that may apply, the South Carolina Commission on Indigent Defense reaffirms its longstanding policy that all attorneys when seeking payment for indigent services shall disclose to SCCID monies or compensation of any type received from any source. This shall include but is not limited to funds received from the defendant, funds received from any source on the defendant's behalf, and funds from any other source received by counsel appointed to the case. This shall specifically include any funds paid by or on behalf of an attorney and/or law firm to a substitute counsel for assuming the appointment of a case. Funds received by counsel from any source including those described above shall be considered compensation for representation of the indigent client, and the amount of reimbursement by SCCID shall be reduced by the amount of funds paid by a defendant, or by any person on defendant's behalf including any and all funds received from a previous attorney for current counsel agreeing to assume an appointment. By action of the Commission on November 19, 2012, this reaffirms existing policies and procedures that are required for completion, filing and payment of a voucher as set forth on the voucher form.

- d. If there is no objection to the reasonableness of the request and the amount requested is within the hourly rates and statutory caps, OID is authorized to make payment of the requested amount without further action of the Court. However any expense whether below the statutory cap or not must have prior approval of the trial court.
- e. If there is an objection by OID to the reasonableness of the amount, the amount requested exceeds the hourly rates or statutory caps or if for some other reason OID determines the voucher is not in order, OID will notify the trial court and counsel of any objection and will forward the voucher, timesheet and any other submitted materials to the trial court in writing or electronically. Upon submission of the documentation the trial court may determine the matter with or without a hearing in its discretion. OID will then pay such amount as the trial court may authorize.
- f. OID, along with S.C. Court Administration, subject to the approval of the Chief Justice or the Supreme Court, may establish such additional procedures for the electronic award of fees and costs to minimize delay

and to facilitate the administration of the Indigent Defense Chapter of the Code.

- g. OID will notify counsel of all actions taken on a voucher. If a voucher is forwarded by OID to the trial court for approval, the trial court will also notify the attorney and OID of its actions.
- h. Nothing herein shall preclude the trial court from taking immediate action on ex parte requests for fees and costs during the pendency of a case as may be authorized by statute or court rule.
- i. Authorization to Exceed Rates/Caps: Pursuant to Memorandum of Chief Justice Toal, dated July 6, 2005, and S.C. Code Ann. Section 17-3-50(C) (2003), payment of attorneys fees in excess of the statutory amount is allowed if the circuit court “certifies, in a written order with specific findings of fact, that payment in excess of the rates is necessary to provide compensation adequate to ensure effective assistance of counsel.” Because Section 17-3-50(C) does not provide for *ex parte* proceedings to determine attorney’s fees, hearings on requests for additional fees should be held in open court.

Further, whether or not additional fees are necessary to ensure effective assistance of counsel is an issue that should be determined with reference to the facts of a particular case. Payment in excess of the statutory rates should not be authorized as a matter of course for all appointed cases or for all of a particular attorney’s appointment cases.

- j. Advance of Funds : (See also Section VII) The policy of SCCID is not to advance funds except in extraordinary instances, such as court approval, witness travel and lodging costs. Pursuant to Memorandum of Chief Justice Toal, dated July 8, 2005 and S.C. Code Ann. Section 17-3-50(B) (2003), when requests for investigative, expert, or other services in excess of the statutory limits are received, circuit court judges should closely examine the need for the services, especially when approval for advance costs are requested. Rather than seeking advance expenses counsel should seek authorization for incurring expenses for a specific reason and up to a specific amount. When authorized by the Court, OID will need only the order, the invoice for services rendered, and the electronic voucher submission in order to process the payment.

In determining whether additional fees are reasonable and necessary, judges should require the requesting party to show that there is a substantial factual basis for the contention the party seeks to prove by the use of the services and that the services are integral to the building of an effective defense. In addition where the party seeks funding for services of a particular provider, the party should be required to show why the services must be provided by that particular provider. Judges may ask OID to participate in the hearing on a request for additional expenses or legal fees to contribute information concerning expenses and legal fees awarded in similar cases.

- k. Transcripts: The court reporter's fee for providing the transcript of the trial proceeding may be reimbursed only after direct submission by the court reporter of a letter of transmittal showing the case name and number, the nature of the proceeding, the reporter's name, address, and social security number, a copy of the written request for transcript, a copy of the order of appointment of the requesting party as counsel and a completed court reporter's bill (Form SCCA DI-4). Provision of transcripts and billing rates are to conform to the guidelines set out in Rule 508, SCACR, and are applicable to state court reporters as well as independent court reporters. Only the cost of one (1) original or one (1) copy of any transcript per defendant, regardless of the number of counsel, may be reimbursed out of the defense fund.

II. Fees of Appointed Counsel

- a. Statutory maximum limits are as follows (Provisos are authorized in each FY Appropriations Act):

Case Type	Attorney Fees	In Court	Out of Court	Expenses	Authority
Death Penalty	\$25,000 each	\$75.00	\$50.00	\$20,000	SC Code 16-3-26
Felony	\$3,500	\$60.00	\$40.00	\$500.00	SC Code 17-3-50 and Proviso 47.4*
Misdemeanor	\$1,000	\$60.00	\$40.00	\$500.00	SCACR 602(a)
Post Conviction Relief	\$1,000	\$60.00	\$40.00	\$500.00	SC Code 17-27-60 and Proviso 47.4*
Termination of Parental Rights	\$2,000	\$50.00	\$50.00	\$500.00	Proviso 47.4*
Abuse and Neglect	\$2,000	\$50.00	\$50.00	\$500.00	Proviso 47.4*
Probate Commitment	\$2,000	\$50.00	\$50.00	\$500.00	Proviso 47.4*
Sexual Violent Predator	\$2,000	\$50.00	\$50.00	\$500.00	Proviso 47.4*

* Provisos are found in the State's annual Appropriations Act.

- b. Appointed counsel must electronically submit a Defense of Indigents Voucher and time sheet that specifies the time spent in-court and out-of-court with an explanation as to the nature of the services rendered. In computing time, "In-court" time is that time for which appointed counsel is required to be present the courtroom and appears before a judicial officer for the purposes of a particular case to which counsel has been appointed. "In court" time includes jury qualification and roll calls that pertain specifically to the client's case. "Out-of-court" time is any time spent by counsel in the preparation of a case and includes: plea negotiations, travel time, research, interviews, observing co-defendants' trial and time spent waiting for a trial or hearing to begin. If waiting for multiple trials or hearings for one or more defendants to be held on the same day, counsel may only bill once for the time spent waiting. Time spent on a case whether "in-court" or "out-of-court" must be the actual time spent in the particular activity computed to the nearest one-tenth (.1) of an hour. "Fixed Time" for activities will not be allowed. Examples of fixed time are ".5 hours" for every letter written, ".25 hours" for all telephone calls, etc. The activity claimed must be actually performed by the attorney. **Counsel may not claim time spent by clerical personnel preparing documents.**

III. Reimbursable Expenses for Appointed Counsel

There is a \$500 limit on expenses in all civil and criminal cases, except capital cases, in which the limit is \$20,000. These limits may not be exceeded unless the court certifies, **prior to any expense being incurred**, in a written order with specific findings of fact that such excess is both reasonable and necessary to insure adequate representation in the particular case. (See Chief Justice Toal's Memo dated July 8, 2005) SCCID will not provide funds for payments in amounts in excess of the prior authorization. Claims for necessary expenses must be submitted with the order approving the expenditure, setting out the total amount allowed and copies of invoices documenting the claims. By submitting the voucher for payment, counsel certifies that the services were performed and that the amount is fair and reasonable. Necessary expenses are those deemed to be reasonable and essential for a proper defense. The following are deemed to be necessary expenses, subject to limitations in Section IV.

- a. Fees for expert witnesses and investigators, subject also to provisions of Section V.
- b. Costs of scientific tests or exhibits for trial demonstration.
- c. Costs of psychiatric examination.
- d. Extraordinary travel expenses. (Out of county of appointment, with prior approval.)
- e. Long distance telephone calls (Prior approval is not required, but bills or itemized affidavits setting out dates and actual costs must be submitted with the voucher. Estimated costs may not be submitted.)
- f. Subpoena charges.
- g. Deaf or foreign language interpreters.

IV. FEES AND EXPENSES THAT WILL NOT BE PAID

- a. Any expenses incurred which the court did not previously approve prior to being incurred.
- b. Expenses that are considered to be normal operating or overhead costs of a law firm such as staff personnel, secretary or employed paralegal time. These overhead items are deemed to be included in the attorney fee rates.
- c. Copies for staff members or for “in-house” administrative purposes.
- d. Fees for time billed as in-court time which was expended waiting for a trial or hearing to begin; conferences with defendants; witnesses; and solicitors in the courthouse; travel to and from court; and observation of co-defendants’ trials. These examples are regarded as out-of-court time.
- e. In non-capital cases, fees and expenses for any attorney other than appointed counsel, and in capital cases, fees and expenses for any attorney other than the appointed first chair and second chair.
- f. Long distance telephone bills, which are estimated or rounded off, including fees or costs for using a facsimile machine or

computer. A copy of the bill or an affidavit setting out the actual costs must accompany the voucher. Charges for the use of a fax machine other than the long distance charges are not allowed.

- g.** Mileage is paid only for extraordinary travel and is reimbursable only for travel outside the attorney's county of appointment upon approval, or circuit if by contract and only at the current state mileage rates.(the current state mileage rate is 44.5cents per mile) Where the court has found it necessary to appoint an attorney from outside the county of appointment, mileage and travel time will not be paid if the attorney maintains an office in the county of appointment or for some other reason has a connection with that county thereby placing the attorney on that county's appointment list. This also applies if the attorney has contracted with SCCID to render indigent defense services. No payment for mileage or travel time will be allowed where the attorney has volunteered to be appointed or solicited appointment. Mileage within the county of appointment is not reimbursable. Where the attorney maintains an office in another county or has solicited or volunteered for the appointment, neither mileage nor time for travel between the attorney's office and the county of appointment shall be reimbursed. Absent special circumstances, if a vehicle is rented for case-related travel, reimbursement will be for the lesser of the cost of the rental vehicle plus gasoline or the mileage reimbursement at the current state rate. A receipt for rental car expenses is required. Credit card receipts or statements will not be accepted.
- h.** Fees for time billed as travel time from the attorney's primary office to another county in which counsel has an office, the existence of which resulted in the attorney being appointed to a case in that county because the attorney maintained an office there.
- i.** Meals are reimbursable at the current state rate and will be reimbursed only when it was necessary for the attorney to travel out of the county of appointment and remain overnight. Attorneys must provide a detailed listing of the departure and return times to establish which meals will be reimbursed.

- j. Charges for entertainment, cover charges, and alcoholic beverages will not be reimbursed. Meals provided for or consumed at meetings between counsel, witnesses, experts or other staff personnel will not be reimbursed.
- k. Lodging is reimbursable as provided in Proviso 72.25 of the 2007-2008 Appropriations Act, at the current CONUS rate, as published by the U.S. General Services Administration. (See www.sccid.sc.gov or www.gsa.gov for lodging rates for all cities in the US including SC cities.) Incidentals such as room service, tips, telephone charges, etc., are not reimbursable.
- l. Non service type expenses such as eyeglasses, hearing aids, orthopedic devices, etc. However, examinations for these problems may be paid if they relate to the defense of an individual.
- m. Time spent preparing and seeking approval of the Defense of Indigents Voucher for fees and expenses and for opening and closing a file will not be reimbursed. Activities occurring after the end of a case will be carefully examined for necessity.
- n. Time expended in travel and mileage where an attorney has solicited the appointment to represent the defendant. This does not include situations where a judicial officer has appointed an attorney outside the county of appointment because of a lack of qualified attorneys in that county. It applies to situations where the attorney has solicited the appointment. The appointed attorney will be treated as if residing within that county or having an office located there.
- o. Fees generated prior to the date of appointment to the case unless specifically authorized by the court with prior notice to SCCID of attorney's motion or intent to seek such payment.
- p. Compensation to lay witnesses for their time or expenses except under extraordinary circumstances.
- q. Trial Attendance by Investigators, Experts and Mitigation Specialists will be compensated only for attending portions of a

trial when their presence is necessary, and as long as the services provided are within the amount pre-authorized for their service. Attendance for an entire trial will not be compensated, unless there are extraordinary circumstances and the attorney of record obtains prior approval.

- r. OID will not compensate for any investigator whose license is not valid or current throughout the term of employment in the case, or who is unlicensed.
- s. Continuing Legal Education costs, including specialized seminars and conferences will not be paid by SCCID.

V. EXPERT FEES, INVESTIGATORS, ETC.

These policies apply to the use of Expert Witnesses, Psychiatrists, Psychologists, Investigators, Paralegals, Mitigation Experts, Jury Consultants, and other individual services rendered to indigent defendants for which the Commission on Indigent Defense is expected to provide funds. Payments will be made only to the Attorney of Record or the Defender Offices and not to the individual provider. In order for funds for payment to be disbursed, the provider must meet the following requirements:

1. The provider of services must have a separate business address and Taxpayer Identification Number from the attorney or attorneys of record or the Public Defender's Office, and an independent investigator must be properly licensed according to South Carolina law and the license must be current and in good standing during the period of employment in the case. Payment for use of "in-house" employed staff as investigators or paralegals is not allowed. The hourly rate paid for attorney services is intended to reflect and include office overhead.
2. The use of the provider must be approved by court order prior to the services being provided and such request must state with specificity the reason for the use and the anticipated services as they apply to the individual case. Approval may not be granted *nuc pro tunc* except where provided by statute.

3. The voucher requesting reimbursement for expert's services must be accompanied by an invoice for such services detailing what services were actually performed, and that the invoice is fair and reasonable. Such statement need not divulge case or defense sensitive information but must account for the provider's time, rates and expenses other than stating only the totals for each activity.

VI. REIMBURSEMENT FOR EXPENSES

All requests for expenses must be approved **prior** to being incurred. Failure to have expenses pre approved will result in non-payment. Bills, statements, invoices or other documentation must be submitted to substantiate all requests for reimbursement of all expenses.

VII. ADVANCED APPROVAL OF FUNDS

(See Memorandum of Chief Justice Toal, dated July 8, 2005)

The policy of SCCID is not to advance funds to cover expenses except in extraordinary instances, such as court approved witness travel and lodging costs. Rather, the attorney should seek court approval of authorization of specific expenses to be paid by OID upon submission of vouchers and invoices showing that the services were performed; and no further order of the court for payment will be needed.

Payment of either expenses or fees is allowed only under the provision of SCACR 602(g)(1). Unless otherwise set out in the order, advanced payments of attorneys fees will not be made prior to the end of the trial stage of the case, except in extraordinary circumstances. Failure to provide the required documentation and accounting records will result in no payments being made in the case or to the attorney. Any funds advanced shall be subject to periodic accounting.

SCCID must process all requests for payment through the State Comptroller General's Office and the State Treasurer then issues checks. This may create a delay in obtaining payment since the administrative requirements of each agency must be satisfied. OID makes every effort available to expedite

voucher processing through the agency, but please be aware of this potential delay in receiving funds when submitting vouchers.

ALL VOUCHERS MUST BE RECEIVED BY OID IN CORRECT FORM NOT LATER THAN THIRTY (30) DAYS AFTER SERVICES ARE COMPLETED.

If you have a questions or your concern is not specifically addressed here, please call SCCID at 803-734-1343

Exhibit I

The Supreme Court of South Carolina

ORDER

In 1993, the General Assembly created the Office of Indigent Defense under the jurisdiction of the Commission on Indigent Defense. By virtue of statutory amendment effective July 1, 2005, the Office of Indigent Defense was expanded and was additionally authorized to serve as the entity which "distributes all funds appropriated by the General Assembly for the defense of indigents, including funds allocated to counties' public defender offices pursuant to formula, funds for the defense of capital cases, funds for attorney fees and expenses in noncapital cases, and other funds appropriated for these purposes." S.C. Code Section 17-3-330(A)(1). Prior to this legislation being passed, S.C. Code Section 17-3-90 required that vouchers approved by the trial judge for attorney fees and costs be transmitted to the Judicial Department for payment to the appropriate party, while the new law requires the Office of Indigent Defense to effectuate payment. Both of these provisions remain in the Code and conflict with one another; accordingly, as to payment, the most recent statute shall control. See *Hodges v. Rainey*, 341 S.C. 79, 533 S.E.2d 578 (2000).

Moreover, the General Assembly, in S.C. Code Section 17-3-110, authorized the Supreme Court to establish such rules and procedures as may be necessary for proper administration of Chapter 3 of Title 17 pertaining to indigent defense. Accordingly, pursuant to S.C. Code Section 17-3-110, and Article V, Section 4 of the S.C. Constitution, the procedures outlined herein are adopted for the processing of indigent defense vouchers.

1. Upon appointment by the court in an indigent case or proceeding, counsel shall notify the Office of Indigent Defense within 15 days of said appointment by registering online at Indigent Defense's website at www.sccid.sc.gov. Counsel shall further submit such documentation as may be required by the Office of Indigent Defense.
2. Upon appointment and registration, counsel is hereby approved and entitled under S.C. Code Section 17-3-50 to the payment of reasonable fees and costs based on the hourly rate and caps provided therein.
3. Vouchers for payment shall be submitted online through the Indigent Defense website or may be mailed directly to the Office of Indigent Defense if electronic access is not available. Vouchers should not be mailed to the Clerk of Court for transmittal.
4. If there is no objection to the reasonableness of the request and the amount requested is within the hourly rates and statutory caps, then the Office of Indigent Defense is authorized to make payment of the requested amount without further action of the Court.
5. If there is an objection by the Office of Indigent Defense to the reasonableness of the amount or the amount requested exceeds the hourly rates or statutory caps provided by S.C. Code Sections 17-3-50 (A) and (B), then the Office of Indigent Defense shall pay such amount as may be authorized by the trial court. The Office of Indigent Defense shall notify the trial court and counsel of any objection and shall forward any necessary

materials to the trial court in writing or electronically. The trial court may determine the matter with or without a hearing, as may be appropriate, or upon the submission of written materials.

6. The Office of Indigent Defense, along with S.C. Court Administration, subject to the approval of the Chief Justice or the Supreme Court, may establish such additional procedures for the electronic award of fees and costs to minimize delay and to facilitate the administration of the Indigent Defense Chapter of the Code; any procedure to provide for the use of electronic signatures for the issuance of payment and falling within the Uniform Electronic Transactions Act in Title 26, Chapter 6 of the S.C. Code shall also be coordinated with the S.C. State Budget and Control Board or Comptroller General when necessary or as may be required by law.
7. The Office of Indigent Defense shall notify counsel of any action taken on a voucher.
8. The Office of Indigent Defense shall provide such reports as may be requested by the Chief Justice or S.C. Court Administration.
9. Nothing herein shall preclude the trial court from taking immediate action on ex parte requests for fees and costs during the pendency of a case as may be authorized by statute or court rule.
10. These procedures shall become effective within 30 days of the approval of this order and shall remain in effect until altered or changed by subsequent order or legislation.

IT IS SO ORDERED.

FOR THE COURT:

s/Jean H. Toal C.J.
Jean Hoefer Toal
Chief Justice

September 29, 2006
Columbia, South Carolina

Exhibit J

1 STATE OF SOUTH CAROLINA)

2 COUNTY OF RICHLAND)

COURT OF GENERAL SESSIONS

2011-GS-40-00849

2011-GS-40-00886

3
4 State of South Carolina,)

5 Plaintiff,)

6 vs.)

TRANSCRIPT OF RECORD

7 Marquez Q. Prophet,)

8 Defendant.)

9 February 20, 2013

Columbia, South Carolina

10
11
12
13 B E F O R E:

14 THE HONORABLE DEANDREA G. BENJAMIN, JUDGE.

15
16
17 A P P E A R A N C E S:

18 J. HUGH RYAN, III, DEPUTY DIRECTOR AND GENERAL
COUNSEL OF SCCID

19 Attorney for the Plaintiff

20 TARA DAWN SHURLING, ESQ.

21 Attorney for the Defendant

22
23
24
25 DEBORAH M. McCURDY, RPR
Official Court Reporter

I N D E X O F W I T N E S S E S

(WHEREUPON, no witnesses were called
during these proceedings.)

E X H I B I T S

(WHEREUPON, no exhibits were introduced
during these proceedings.)

FEBRUARY 20, 2013

THE COURT: All right. I guess we will start with -- which one is the oldest?

MR. RYAN: I think Prophet, Your Honor. They are about the same age.

THE COURT: All right. And I think I signed the order in--

MR. RYAN: Prophet.

THE COURT: Prophet. On Fisher did I sign one already?

MR. RYAN: I haven't seen it.

THE COURT: You requested a hearing?

MR. RYAN: Right. In Prophet I raised an objection to that one.

THE COURT: I'll let you go first, then I will hear from Ms. Shurling since you -- we'll take them individually, and I guess we'll start with Prophet, because I did sign that one.

MR. RYAN: Your Honor, if I may approach? I have some information that will help for demonstrative purposes for the Court.

THE COURT: Yes, sir.

MR. RYAN: I gave Ms. Shurling a copy of this, Your Honor. This is a book of exhibits, and I think it will help you follow along. And I also

1 did like a time outline.

2 (Complies.)

3 THE COURT: All right.

4 MR. RYAN: And, Your Honor, I provided these
5 aids, I will call them, because I myself had a hard
6 time going back through all these.

7 THE COURT: Okay.

8 MR. RYAN: There have been a series of these
9 type of cases, they kind of run together, so I'm
10 trying to keep this as simple as possible for the
11 Court's benefit.

12 THE COURT: All right.

13 MR. RYAN: Please stop me if I --

14 THE COURT: Okay, I will.

15 MR. RYAN: -- lose you.

16 THE COURT: Yes, I will.

17 MR. RYAN: Your Honor, pretty much this case,
18 the Prophet case, and the Fisher case you'll hear
19 from later, and there was another case, the Harley
20 case, all stem essentially from some orders issued
21 by Judge Newman.

22 And Judge Newman in this case and in the
23 Harley case, which is one that is still pending, it
24 involves Judge Manning and Judge Newman, but in the
25 Prophet and Harley case, we had a hearing, which it

1 shows on your timeline here, in May of 2011.

2 And at that hearing I was present,
3 Ms. Shurling was present, and our director,
4 Mr. Adams, Mr. Patton Adams, was present. And he
5 apologizes, he can't be here today, but Ways and
6 Means is meeting and he had to go to that hearing.

7 THE COURT: Okay.

8 MR. RYAN: And certain -- I still have my
9 notes from that hearing, and certain rulings were
10 made and certain caps were put in place.

11 And it is our position that in this case a
12 \$10,000 cap was put in place that required further
13 prior approval of the Court to exceed it.

14 Okay. And I know Ms. Shurling has argued
15 about like Statute 17-3-50 and further approval.
16 We say it is a lot simpler than that. We are
17 saying Judge Newman said, this is the law of the
18 case.

19 Now, you know, Ms. Shurling could come back to
20 court if she exceeded the cap or something and we
21 would address this issue with you, which I think
22 maybe in Fisher is something that was attempted to
23 be done, but I'm not aware in this matter where
24 this was done.

25 And the cap was exceeded -- Your Honor, I will

1 grant, the cap has only been exceeded, as I can
2 tell so far, by \$184. I know that may seem
3 trivial, but to us we feel like if we concede on
4 one, they are all so interlinked that we feel like
5 we have to be consistent on that.

6 So, Your Honor, after that hearing, as you
7 will see on here, Judge Newman then signed some
8 orders in December. The hearing was in May, and he
9 signed some orders in December.

10 Now, we received the Harley order in December
11 of 2011. At that time we immediately raised an
12 objection, okay, because there was an order from
13 Judge Newman from the hearing in May.

14 And I will say this, we never -- this was
15 brought up -- and the transcript of that hearing is
16 in the packet I provided you -- we had never seen a
17 copy of that order until we got the voucher with
18 the signed order. And with that order was the
19 December 5th order of Judge Manning, which is the
20 one that is in dispute there.

21 But the reason I'm mentioning Harley and
22 Prophet together, the language mirrored each other.

23 And then, so we had a hearing on
24 December 28th, 2011, where we objected to the order
25 as signed by Judge Newman.

1 And he agreed with our position that the order
2 he signed was not the order that -- as he ruled in
3 court.

4 Again, the reason I mention this is because
5 the mirrored language in Prophet is the same.

6 THE COURT: So Paragraph --

7 MR. RYAN: Right, Paragraph -- the initial
8 order says up to \$10,000. The way we left the
9 hearing, is my understanding of the hearing, was up
10 to a cap of \$10,000. And there was a Paragraph 4
11 added which stated that the presiding judge, or
12 whatever, could essentially go around that cap.

13 And our argument was that, Your Honor, that is
14 not what you ruled. And if that Paragraph 4 were
15 allowed to stand, it would just -- it would create
16 a loophole around that \$10,000 cap.

17 And Judge Newman in Pages 34 and 35 of the
18 transcript, which is Exhibit E, stated he did not
19 review his notes from the hearing; I looked at the
20 order and assumed that the order was consistent
21 with what was stated by the Court. But then he
22 says he saw now that is not what he ruled. And he
23 said, then whatever disarray that may cause, let it
24 be, basically saying, I will let Judge Manning
25 address that. And basically went on and said he

1 couldn't change Judge Manning's order, but that he
2 needed -- Judge Manning considered it in light of
3 his order.

4 THE COURT: Did he change his order?

5 MR. RYAN: That issue is still pending.

6 THE COURT: No, did Judge Newman? Not --

7 MR. RYAN: He did. On the record, Your Honor,
8 you will see in there he said, I'm striking through
9 Paragraph 4 of his order.

10 And then, you know, Ms. Shurling takes the
11 position that she had this conversation with him
12 that, you know, he said he wasn't changing his
13 order, whatever.

14 Well, in Exhibit J you'll see a letter that is
15 recently within by Judge Newman's clerk to Attorney
16 Shurling basically saying what I have always said,
17 whatever conversation that Ms. Shurling says took
18 place between Judge Newman, he basically says in
19 his letter of just a few weeks ago that the
20 transcript of that hearing is the record of the
21 case.

22 And he clearly says in the transcript, Your
23 Honor -- I know if you take this under advisement
24 you will get a chance to read that transcript -- on
25 those Pages, really 34 -- the key pages are, like I

1 said, 34, 35, 36, 37 where he says, therefore, I'm
2 going to modify the order and leaving Paragraph 4.
3 He specifically says that.

4 So that brings us to -- more specifically to
5 Prophet. You may say, why even talk about Harley?

6 THE COURT: Now, does he refer to Prophet
7 during the hearing in December?

8 MR. RYAN: He doesn't. And I will explain to
9 you what happened with that.

10 At the time of the December hearing, I have no
11 information showing that we actually received the
12 Prophet order at that time. We only received --
13 our records reflect that we only received the
14 Prophet order, which was, though, still signed on
15 December 1st like the Harley order, on -- in April
16 or May of 2012 when she submitted the Prophet
17 voucher for payment.

18 So we didn't know at that time that the same
19 type of order had been signed, or we would have
20 addressed it at that point.

21 Your Honor, you will see on your timeline,
22 April-May of 2012, Attorney Shurling submits a
23 payment voucher for \$5,000, which includes an order
24 signed by Judge Newman with the same language that
25 Judge Newman addressed in Harley.

1 And then, Your Honor, in your -- in the
2 exhibits I have given you, Exhibit F and Exhibit G
3 and Exhibit H; you will see in my e-mail I raised
4 the issue to Ms. Shurling, this is the same problem
5 we had in Harley, Ms. Shurling.

6 And I then sent a letter on May 29th, 2012,
7 which I think I gave you a copy of that before, I
8 think I actually sent it with my objection
9 originally, but you'll see in that letter under Tab
10 H I tell Judge Newman, again, on May 29th, 2012, I
11 state that, e-mails exchanged with Attorney
12 Shurling, I guess the cap would exceed \$10,000.
13 However, out of an abundance of caution and so
14 SCCID did not lose the right to object to the
15 order, SCCID would object to the language of the
16 order as submitted to this agency and submit that
17 without further prior approval no fees in excess of
18 \$10,000 should be paid in this matter.

19 Your Honor, that objection -- and then as
20 you'll see in the e-mail of May 24th, Exhibit G,
21 Ms. Shurling states to me in an e-mail, I
22 understand your position concerning the language of
23 that order, that you find -- that you find
24 object -- should be objectionable. With regard to
25 this bill, however, that language is irrelevant.

1 If the total fees in this case appear to be likely
2 to go over the \$10,000 cap set by Judge Newman,
3 then I will have to request an additional order
4 requesting a higher cap. Then and only then will
5 we have to debate the issue of who should issue
6 that new order.

7 And, Your Honor, again, that is Tab G in your
8 book.

9 But, Your Honor, the position -- I know a lot
10 of the judiciary in this circuit are very
11 frustrated by some of these matters, so I didn't
12 want to have to go back unnecessarily to Judge
13 Newman. If we weren't going to go above the cap, I
14 wasn't going to waste the Court's time.

15 So then in January, whenever we -- I think it
16 was January 31st, just a few weeks ago, when
17 Ms. Shurling submitted this voucher -- now,
18 granted, we have already paid \$5,000. So the new
19 vouchers were \$5,184. And then -- and for expenses
20 of \$930.12.

21 At that point -- well, the \$10,000 was
22 exceeded, so I filed my objection.

23 I mean, again, the hope all along was that we
24 wouldn't have to bother the Court with this issue
25 again. So --

1 THE COURT: Okay, a couple of questions. So
2 she has already received \$5,000 for Prophet. And
3 Prophet -- and then I received a bill -- I signed
4 an order in January on Prophet for I think it was
5 an additional \$192 that was over the \$10,000 cap,
6 because I wasn't familiar with any of this other
7 than -- I was cc'd, I want to say on the Harley
8 case. I was cc'd on that maybe back in June or
9 July, or something like that.

10 MS. SHURLING: Your Honor, I will be glad when
11 it is my turn to clarify a lot of this.

12 MR. RYAN: And I am just summarizing real
13 quick. I mean, let me just -- because I know I
14 have thrown a lot at you. I apologize for that.
15 But, again, it is like I said, I sat at my kitchen
16 table going through this a couple of nights and you
17 are getting it in about 20 minutes.

18 So here is the bottom line. We're saying,
19 Judge Newman -- okay, really that objection is
20 still open, and I just told you, I was hoping that
21 we wouldn't have to get Judge Newman to ever rule
22 on that objection. That is why I went into so much
23 of the -- again --

24 THE COURT: Your objection on which one?

25 MR. RYAN: On Prophet. I sent Judge Newman a

1 letter on Prophet saying -- when she submitted the
2 same order that she submitted with that Paragraph 4
3 in it.

4 THE COURT: Wait a minute. Prophet -- I guess
5 I'm a little confused. Okay, so I understand the
6 issues with Harley. He pretty much told me that he
7 has already ruled on that.

8 MR. RYAN: I'm talking about Prophet.

9 THE COURT: Okay, so Prophet -- she is -- so
10 there is a bill over the -- because Judge Newman
11 was chief admin judge two judges ago.

12 MR. RYAN: Right.

13 THE COURT: That's why I am trying -- so he --
14 on Prophet there is an outstanding -- he did a cap
15 of \$10,000.

16 MR. RYAN: Right. That is our position.

17 THE COURT: And was there ever the amount over
18 submitted to Judge Newman that he signed off? You
19 are saying you have an objection to --

20 MR. RYAN: What I'm saying is he signed an
21 order in Prophet.

22 THE COURT: Okay.

23 MR. RYAN: The same order he signed in Harley
24 with that Paragraph 4 in it.

25 THE COURT: Oh, so you are waiting on a ruling

1 from him?

2 MR. RYAN: I never thought we would -- I was
3 hoping we weren't going to come to that, is what I
4 am saying.

5 I mean, I said to Ms. Shurling, look -- and
6 this e-mail, you have seen those e-mails -- I said,
7 we have got an objection to this. When she
8 submitted that order with the same -- with that
9 Paragraph 4, which provides what I would call a
10 loophole around the \$10,000, which Judge Newman
11 said, yes, I am striking that part in Harley, when
12 that came to us on this timeline in April or May of
13 2012, I said, wait a minute, this is the same
14 problem we had in Harley. And I said, I sent a
15 letter to Judge Newman.

16 And at that time, look at the e-mails, Ms.
17 Shurling said in that e-mail, well, we may have to
18 exceed \$10,000, so, you know, let's just go ahead
19 and you pay me then. If that becomes an issue we
20 will address it.

21 Well, the first time it comes -- I notice it
22 is above \$10,000 is January 31st when the bill is
23 submitted.

24 So here is the bottom line. I will summarize
25 it. I think based on Judge Newman's order, if you

1 look at Prophet -- if you look at Harley -- The
2 only reason I am giving you Harley is because it
3 mirrors Prophet.

4 THE COURT: I understand.

5 MR. RYAN: Same hearing. They occurred in the
6 same hearing.

7 Our position is Judge Newman was clear in his
8 cap of \$10,000. There was nothing pre-approved.
9 She could have gone to you and tried to have it
10 prior approved to exceed that cap. I have no
11 information that was done. So we say \$10,000 was
12 max in that case.

13 Same thing with expenses. If you look at
14 Judge Newman's order, which is Exhibit A, it said
15 \$500 for lay witnesses and \$750 for general
16 expenses.

17 We were submitted a bill for \$930.12 for
18 general expenses, so that should be reduced by
19 \$180.12.

20 So -- and our only other specific issue that
21 -- we have had this in a hearing before, I don't
22 know how we addressed it, as far as reasonableness
23 of expenses. And maybe Ms. Shurling can explain
24 this to the Court. Part of that expenses is
25 \$499.66 for Westlaw charges. We're not sure how

1 we're being billed for Westlaw.

2 And I will just submit a copy of this and a
3 copy to Ms. Shurling. May I approach, Your Honor?

4 THE COURT: Uh-huh.

5 (Complies.)

6 MR. RYAN: Again, our record shows \$499.66, or
7 basically \$500, as Westlaw expenses.

8 For example, the Indigent Commission, we have
9 14 licenses for Appellate Defense and Indigent
10 Defense, and I think we pay about \$1,048 a month,
11 or something to that extent last time I checked.
12 And I have been in a private law firm and I know
13 how most of those are on a flat fee.

14 And we had a hearing on another matter in
15 front of Judge Barber, we talked about it for a
16 little bit, but, you know, I can't tell if we're
17 being charged per search or however, but I don't --
18 if you look at the third page, there is two charges
19 for \$227.61 and \$267.79.

20 I mean, we shouldn't -- and, again, I may not
21 be right on this -- we shouldn't be paying a per
22 search rate if, for example, she is paying \$1,000 a
23 month, for example, it should be prorated across
24 her cases. And I don't see -- and, again, I will
25 let Ms. Shurling explain that, I don't see how we

1 are paying that kind of price if it is a monthly
2 rate. I mean, we should only pay, if it is -- if
3 she has a hundred searches, we should only pay one
4 one-hundredth of whatever it is, not the price per
5 search because that is not how she is billed.

6 And that is all we have. If I can just have a
7 brief reply, Your Honor.

8 THE COURT: All right. Yes, ma'am?

9 MS. SHURLING: My turn?

10 THE COURT: Yes, ma'am.

11 MS. SHURLING: Thank you, Your Honor.

12 Your Honor, this is actually far simpler than
13 it sounds. For the record, I am handing up for the
14 Court -- I know you have gotten copies of most of
15 this stuff, but just for your convenience I am
16 handing up a copy of 17-3-50 with some relevant
17 portions I intend to address highlighted, as well
18 as copies of Ex Parte Brown and Bailey v. State
19 with some relevant language highlighted.

20 In addition, Your Honor, I'm handing up a copy
21 of the SCCID voucher payment policy and orders from
22 our Supreme Court Chief Justice, Jean Toal, dated
23 September 29th, 2006, and an earlier order dated
24 July 6th, 2005. And I will be referring to those
25 as we go through this.

1 (Complies.)

2 MS. SHURLING: Your Honor, if you read the --
3 if you start with the payment policies of SCCID and
4 the Chief Justice's memorandum, which their payment
5 policies virtually mirror, if you look at Item E of
6 SCCID's own payment policies, it addresses how
7 after a voucher is submitted to what was then
8 called OID, if there is an objection to the
9 reasonableness of the amount, the amount request
10 exceeds the hourly rates or statutory caps or for
11 some other reason OID determines the voucher is not
12 in order, OID will notify the trial court and
13 counsel of any objection and will forward the
14 voucher, time sheet, and other submitted materials
15 to the trial judge in writing or electronically.
16 Upon submission of the documentation the trial
17 court may determine the matter with or without a
18 hearing in it's discretion. OID will then pay such
19 amount as the trial court may authorize.

20 That language, as I have said, essentially
21 mirrors Item 5 in the Chief Justice's
22 September 29th, 2006, memorandum in which she
23 likewise says that if there is an objection by the
24 Office of Indigent Defense, they are to raise it
25 after the voucher has been submitted and that the

1 court may have a hearing or not have a hearing, at
2 its discretion and that ultimately the Office of
3 Indigent Defense shall pay such amount as may be
4 authorized by the trial court.

5 I am recovering from an illness and my voice
6 is a little weak, so I'm glad that we can try to
7 dispose of this as quickly as possible, but there
8 is one point I'd like to make, is that on more than
9 one occasion now, representatives from SCCID have
10 suggested that I have somehow slipped something in
11 an order, that I was trying to create a loophole or
12 put language in that was inconsistent with the law
13 or with the intentions of the judge. That borders
14 on an ethical allegation that I'm offended by.

15 If Your Honor looks at the rulings of our
16 State Supreme Court going back to the Bailey
17 decision and subsequently more recently in Ex Re
18 Brown, the Court very specifically states that
19 whether fees are to be paid, an award of attorney
20 fees in excess of the Section 17-3-50 statutory cap
21 is within the sound discretion of the trial judge.

22 Your Honor, that is a direct quote from Ex
23 Parte Brown, and it is also citing to the Bailey
24 decision.

25 We had -- I was aware that SCCID took the

1 position that you had to have a cap exceeding the
2 statutory cap, you had to have that approved in
3 advance.

4 There is nothing in court rules, statutory
5 law, there is no precedent anywhere for the
6 requirement that an increase in the cap be approved
7 in advance. However, because I was aware they took
8 the position they like for you to do that, I did
9 request an increased cap, and they were present at
10 the hearing at which Judge Newman set the cap in
11 this case -- and if he wants to talk about the
12 Harley case, also in the Harley case -- at \$10,000.

13 When I drafted the order, Your Honor, I in
14 good conscience and good faith put Paragraph 4 in
15 there, which said that any request for payment in
16 excess of the cap as it had been set would be
17 addressed to the sound discretion of the trial
18 judge.

19 I put that in there because it is consistent
20 with the Supreme Court's rulings in, at the time
21 the Bailey decision and subsequently now the Brown
22 decision. And also, Your Honor, because if you
23 look at the controlling statutory authority, which
24 is 17-3-50, Subsection (a) sets the hourly rate,
25 \$40 an hour out, \$60 an hour in, and caps of \$3,500

1 for cases involving one or more felonies and \$1,000
2 for misdemeanors. Subsection (b) addresses
3 expenses and says that an attorney can have funding
4 for investigative expert or other services approved
5 by the Court based on the finding of reasonable
6 necessity and that the attorney may then obtain
7 such services.

8 And that language has been interpreted by
9 SCCID for as long as I can remember to require that
10 expenses be approved in advance.

11 But the telling thing is that Subsection (c)
12 says specifically that payment in excess of hourly
13 rates and limits in Subsection (a), which again is
14 attorney's fees, and (b), which addresses expenses,
15 is authorized only if the Court certifies in a
16 written order with specific findings of fact that
17 payment in excess of the rate is necessary to
18 provide compensation adequate to insure effective
19 assistance of counsel and payment in excess of the
20 limit is appropriate because the services
21 provided -- past tense -- were -- past tense --
22 reasonably and necessarily incurred. Therefore,
23 Subsection (c) is envisioning at the end of the
24 case the trial court determining whether or not the
25 requests that are being put forth by the appointed

1 attorney were necessary to insure reasonable
2 effective assistance of counsel, whether they were
3 reasonably incurred and whether they were
4 necessary.

5 It has been my position all along that not
6 only is Subsection (c) consistent with our Supreme
7 Court's ruling in Bailey and Brown, but it just
8 makes good common sense.

9 Your Honor, they are referring throughout this
10 to the hearing we had in an unrelated case, the
11 Harley case. Since they have addressed it, I will.

12 In that hearing, which I sorely hate to ask
13 Your Honor to read the whole transcript, but you
14 almost have to, because throughout that hearing,
15 although Judge Newman is saying, I shouldn't have
16 signed that order, it is not what I really meant,
17 he also says repeatedly throughout the record that
18 he doesn't really like this because he doesn't feel
19 comfortable being the one to decide what the
20 ultimate needs in the case were going to be, that
21 he doesn't know enough about the case. And he very
22 clearly says that he is going to issue an amended
23 order.

24 I offered to write it. It is in the record.
25 Without waiving my position, of course. And Judge

1 Newman said, no, that wouldn't be necessary, that
2 it was simple and they would take care of it.

3 I didn't know we were going to go into Harley
4 so extensively, but I can represent as an officer
5 of the court and provide Your Honor copies.

6 Subsequently, I think well over a month later,
7 I actually got an e-mail from the judge's clerk
8 saying, the judge has decided maybe he wanted me to
9 write the order after all, and I drafted an amended
10 order.

11 The bottom line is, Judge Newman indicated in
12 the Harley case that he was going to issue an
13 amended written order and he never did it.

14 Now, Mr. Ryan has brought up a conversation
15 that I was not going to bring up. What happened,
16 Your Honor, and I now feel like I have to explain,
17 is a couple of months, several months later, I was
18 appearing before Judge Newman during a term of PCR
19 matters, and in the hall, in the presence of his
20 law clerk, I approached and said, Judge Newman, I
21 don't want to discuss the merits of anything, I
22 just want to inquire as to whether Your Honor ever
23 signed an amended order in Harley because I'm
24 concerned that if one was signed it somehow didn't
25 get to me. I never saw a copy of the order.

1 And at that time Judge Newman indicated two
2 things. One, that he had decided -- really
3 three -- that he had decided he wasn't going to
4 issue an amended order, that he felt that he didn't
5 have jurisdiction over the matter any longer. And,
6 lastly, that he really didn't think he knew enough
7 about the case to be making the final decision.

8 I notified SCCID immediately of that
9 conversation and courtesy copied Judge Newman and
10 said that, you know, I hadn't expected that to take
11 place, but that I wanted Judge Newman to know I was
12 repeating it as close to verbatim as I could to
13 SCCID and inviting them to contact Judge Newman if
14 they questioned my word on that matter.

15 Months and months and months went by. There
16 were no requests for any further hearings in front
17 of Judge Newman. There were no further actions
18 taken. SCCID had not at that point, to my
19 knowledge, requested that Judge Manning hold a
20 hearing. Nothing had happened.

21 And I began -- I contacted Judge Newman after
22 this long and asked that he consider holding a
23 hearing to clarify the record, and at this point I
24 acknowledge that his clerk sent us a letter just
25 saying, look -- you know, look at the transcript.

1 It has been so long now, I don't know what -- I
2 have tremendous respect for Judge Newman and I am
3 not -- I have no desire to put him in the middle of
4 this. I don't know -- it has been so long now that
5 I don't know what he does or doesn't remember about
6 any of this.

7 But it really doesn't matter, because at the
8 end of the day, the policies and procedures of
9 SCCID, the Chief Justice's memorandum was issued
10 for guidance, Bailey and Brown all indicate that it
11 is the trial court, the trial judge at the end of
12 the case that is to decide whether or not the
13 amount claimed by the attorney is reasonable and
14 was necessary whether these services in terms of
15 fees were reasonably necessarily incurred to
16 provide effective assistance of counsel and whether
17 the expenses were reasonably incurred.

18 THE COURT: Ms. Shurling, did I hear Fisher
19 and Prophet?

20 MS. SHURLING: Pardon?

21 THE COURT: If your position is that the trial
22 judge -- did I hear Fisher or Prophet?

23 MS. SHURLING: I'm going to get to that, Your
24 Honor.

25 THE COURT: I did one of them. I know I

1 didn't do both.

2 MS. SHURLING: Your Honor heard Prophet. So
3 what happened is after the sentencing was complete
4 in Prophet I did my voucher. I submitted it in
5 compliance with the rules. And my fees totaled
6 \$184 more than the cap previously set by Judge
7 Newman. And my expenses totaled \$180.12 more than
8 that cap. So pursuant to Subsection (c) of
9 17-3-50, I asked Your Honor to authorize those
10 small balances over the previously approved caps,
11 and you did so by order that was submitted to
12 SCCID.

13 They have now waged their objection to those
14 fees.

15 THE COURT: I think their objection is, if I'm
16 reading Mr. Ryan's letter, January 31st, 2013,
17 letter, is that their objection is -- their
18 position -- hopefully I will get this right,
19 Mr. Ryan -- is that if it is over that, that they
20 have to -- there has to be a hearing for you to be
21 able to show that the fees were necessary and
22 reasonable.

23 MS. SHURLING: Well, that is what we are here
24 for today, Your Honor.

25 THE COURT: All right. So I guess we need

1 to -- is that correct, Mr. Ryan?

2 MR. RYAN: I'm not -- the letter I sent in
3 this case was -- the letter I sent in this case --
4 I know it is confusing. The January 31st letter, I
5 think that was Fisher. This one is Prophet, the
6 February 11th letter.

7 THE COURT: Uh-huh.

8 MR. RYAN: And our bottom line issue, Your
9 Honor, is that there is a cap set.

10 THE COURT: And you are saying that Judge
11 Newman specifically said that it was \$10,000?

12 MR. RYAN: Right.

13 THE COURT: In the transcript?

14 MR. RYAN: Right. Right. We are saying --

15 MS. SHURLING: In the Harley matter, Your
16 Honor.

17 THE COURT: He is saying Prophet also.

18 MR. RYAN: Well, right. And we didn't have --

19 MS. SHURLING: He didn't mention Prophet.

20 MR. RYAN: We didn't have a record of the
21 Prophet hearing in May of whatever year it was. We
22 had two together and we set the cap of \$10,000. I
23 don't think Ms. Shurling will dispute that. In
24 both Prophet and Harley.

25 Okay, the hearing was about Harley only

1 because I -- we didn't have the order yet from
2 Prophet. When we got the order in Prophet, as the
3 e-mail will show and you will see in the record, I
4 said, whoa, wait a minute, same problem we had in
5 Harley. And I didn't request -- and we didn't have
6 a hearing because Ms. Shurling said, we will take
7 that up later if it becomes an issue. And it only
8 became an issue --

9 MS. SHURLING: Your Honor, may I --

10 MR. RYAN: It only became an issue -- she
11 asked me a question. It only became an issue when
12 she submitted a new one on January 31st.

13 I think it is real simple. You can cap the
14 rate at \$10,000. I mean, I don't think we need to
15 get -- I guess technically we can get Judge Newman
16 back involved as far as my objection on his order,
17 but I think -- I think that \$10,000 was the cap in
18 this matter.

19 And, Your Honor, this isn't like -- for
20 example, there is a reason for these caps. This
21 isn't like -- okay -- and, again, I would say when
22 Ms. Shurling talks about all these statutory and
23 the Chief -- I am very familiar with all that
24 stuff, I live with it every day, the Chief Justice
25 order, whatever else.

1 That is not the issue. The issue here is
2 simply that following Judge Newman's order -- we
3 had a hearing to say this is for budgetary reasons
4 for reason so we can monitor cases. So like, for
5 example, we don't just get a bill at the end of the
6 case for \$40,000 and we have never even -- you
7 know, this is, okay, look, okay, let's get a good
8 estimate here, about \$10,000. Okay. He says in
9 his order, without further prior approval. If you
10 see you are about to exceed the cap, you come back
11 and get -- increase the threshold.

12 It is not that difficult. We had a case that
13 is on appeal now in the Court of Appeals, Ms.
14 Shurling and Judge Barber, the Hacksaw matter.

15 MS. SHURLING: Your Honor, don't we have
16 enough cases before the Court today without trying
17 to go into another one?

18 THE COURT: Hold on one second. All right, if
19 we can stick to --

20 MR. RYAN: Okay. I am just giving you an
21 example why the cap is important. And I think all
22 this about Chief -- it is real simple. I mean,
23 Judge Newman capped it at \$10,000, and I think that
24 is the law of the case. There was nothing done
25 prior to -- if she went to the administrative judge

1 before she submitted the bill and said, you know,
2 I'm going to be over on the cap. At that point we
3 can have a -- we can notice the hearing and we can
4 come and see if that request is reasonable or not.
5 That is why Judge Newman put those caps in place.

6 And just to say, well, you can go around based
7 on this person -- that is just going around the
8 whole purpose of Judge Newman even setting them.

9 So I think it is real simple for the Court.
10 Reduce it from \$10,184 to \$10,000. That was the
11 cap and it wasn't prior approved. And reduce the
12 fees to what Judge Newman said. And it is real
13 simple.

14 And then we would ask -- the last thing we
15 would ask is that whole issue -- maybe inquire from
16 Ms. Shurling how we are being billed for Westlaw.
17 That is our reasonableness claim.

18 That is pretty much it.

19 THE COURT: Now, on Fisher, who is the trial
20 judge on that?

21 MS. SHURLING: That case was heard by Judge
22 Newman -- by Judge Knox McMahon, but it is still
23 open.

24 MR. RYAN: You signed the orders in that one,
25 Your Honor. You signed the orders in that. You

1 said we should propose orders that we objected to,
2 and then we requested a hearing.

3 THE COURT: I signed an order in Fisher?

4 MR. RYAN: You did not. Just proposed orders.

5 MS. SHURLING: Your Honor, may I --

6 THE COURT: Hold on one second, Ms. Shurling.
7 All right, so Prophet is the one that I heard and
8 you are saying McMahon heard Fisher.

9 So under your -- I guess your position is the
10 trial judge needs to hear that, so I don't need to
11 be concerned with Timothy Fisher. Is that your --

12 MS. SHURLING: Your Honor, may I please pick
13 up --

14 THE COURT: I am going to give you --

15 MS. SHURLING: We have listened to Mr. Ryan
16 for 45 minutes and I have not yet gotten to --

17 THE COURT: Well, it hasn't been 45 minutes,
18 Ms. Shurling, because we haven't been here 45
19 minutes. But you can go ahead and --

20 MS. SHURLING: Well, yes, ma'am. And I didn't
21 mean to be disrespectful.

22 THE COURT: Oh, no.

23 MS. SHURLING: But here is the problem. The
24 order signed by Judge Newman in Prophet says,
25 Attorney Shurling may bill SCCID for fees up to

1 \$10,000 without further approval of the Court. And
2 then it has the paragraph that says you can go to
3 the trial judge at the end of the case.

4 THE COURT: But Judge Newman struck that.

5 MS. SHURLING: No, that -- Judge Newman in the
6 Harley case indicated that he intended to do an
7 amended order in Harley. He never did it. So we
8 don't even have an amended order in Harley. And
9 SCCID is choosing to try to apply the language from
10 the hearing in Harley to Prophet.

11 My position is --

12 THE COURT: Quick question. Page 47 of the
13 transcript.

14 MS. SHURLING: Yes, ma'am.

15 THE COURT: Your question is to him at Line
16 14, Ms. Shurling -- well, actually I will start
17 here, it says, Line 4:

18 Judge Newman: Well, you'll have to -- you
19 will have to take -- this is about Judge Manning.
20 He said, I can't vacate Judge Manning's order, nor
21 can he issue an order that doesn't follow my order.
22 So he has to look at that.

23 Mr. Ryan: Yes, sir.

24 The Court: I think he does.

25 Mr. Ryan: Yes, sir.

1 Ms. Shurling: So I'm clear, Your Honor --

2 The Court: Yes.

3 Ms. Shurling -- your order now is exactly the
4 way it was except you are striking Paragraph 4?

5 MS. SHURLING: Yes, ma'am. And I don't
6 contest that.

7 THE COURT: Yes.

8 So he --

9 MS. SHURLING: I don't contest that he said
10 that, Your Honor, but he also clearly indicated
11 that he was going to issue an amended written
12 order, which he has not issued.

13 THE COURT: I know. And which means I have --
14 all I have before me is the transcript.

15 MS. SHURLING: Yes, ma'am.

16 THE COURT: If he issued an amended order.

17 MS. SHURLING: If I might clarify a couple of
18 things, please.

19 With regard to the Prophet matter, one of the
20 problems, Your Honor, with taking the position that
21 I would have had to go back to Judge Newman is,
22 that as Judge Newman acknowledged in this
23 conversation with me, you don't have to look to
24 that for guidance. Once you are not chief
25 administrative judge anymore, you don't have the

1 jurisdiction to issue orders concerning these
2 matters.

3 If you follow the law, the statutory law, what
4 the Supreme Court has said in its opinions, what
5 the policies and procedures and the Chief Justice's
6 memos say, the final prayer for fees and expenses
7 is addressed to the trial judge. And it makes
8 sense because the trial judge is the one most
9 familiar with the case.

10 If you interpret this to say that the lawyer
11 has to go back to not just the Court for approval,
12 but the judge that issued that order setting the
13 cap at \$10,000, then what is the lawyer to do when
14 that judge is no longer the chief administrative
15 judge?

16 It didn't become apparent in the Prophet
17 matter that we were going to exceed, albeit rather
18 slightly, the cap set by Judge Newman until a year
19 after he was no longer chief administrative judge.

20 THE COURT: I understand. But that is my
21 question I guess to you. If that is the case, then
22 the Timothy Fisher, you submitted an order to me
23 for that one, that would not --

24 MS. SHURLING: And that --

25 THE COURT: That would not be --

1 MS. SHURLING: And that is a question --

2 THE COURT: That would be something Judge
3 McMahon would have to --

4 MS. SHURLING: Sorry.

5 THE COURT: Right?

6 MS. SHURLING: Your Honor, it is my position
7 that the case law and the statutory provisions and
8 everything are clear that the trial judge at the
9 end of the case has the authority under Subsection
10 (c) of 50 to decide if a prayer for fees and
11 expenses in excess of caps that have been set are
12 reasonable. Yes, ma'am, that is my position.

13 However, SCCID has consistently and presumably
14 will continue to consistently refuse to pay a bill
15 if I haven't gotten caps approved in advance.

16 And that is why, given the fact that that is
17 their position and the fact that I haven't -- I
18 have \$5,000 some-odd dollars due to me in Prophet
19 that I can't get paid or have not been paid because
20 they are holding it up because of the contest about
21 the small amount.

22 So my question -- so I, in recognition of
23 their position, I went ahead and asked Your Honor,
24 as chief administrative -- current chief
25 administrative judge to raise the cap previously

1 set by the former chief administrative judge. I
2 can't go back to him, he is not the chief anymore.
3 And if they are going to refuse to pay my bills if
4 I haven't gotten that cap approved or the raising
5 of the cap approved, I was just trying to go with
6 the flow and get it done to try to avoid some of
7 this hassle.

8 THE COURT: All right. As to Prophet, the
9 amount that is over the cap, I think the way the
10 statute reads, you have to say why it is reasonable
11 and necessary.

12 MS. SHURLING: Your Honor --

13 THE COURT: And if you can address the issue
14 regarding Westlaw and how it is billed.

15 MS. SHURLING: Yes, ma'am. The fees, my --
16 addressing those first, my fees are supported by
17 extremely well documented time records. And I
18 believe Your Honor can see from those that you have
19 already approved my hours, and they exceeded the
20 cap by \$184.

21 With regard to expenses, we have had this
22 debate before, Your Honor, I don't know what kind
23 of contract they have with Westlaw, it is kind of
24 not my business, but what private law firms have,
25 we have a contract with Westlaw. And then every

1 time I use it we key in the name of the client that
2 it is being used for. And at the end of the
3 billing period they calculate what percentage of
4 the bill is allocated to which client name based on
5 percentage of usage.

6 And this murder case, I represented
7 Mr. Prophet for a very long time and did a lot of
8 research in the case, and over the course of the
9 entire representation, as he says, the total amount
10 for the Westlaw bill was \$400 and something
11 dollars.

12 THE COURT: All right. And I understand that.
13 And I was in private practice not too long ago, so
14 I do understand how that all works, but it is
15 usually -- and I don't know what your billing
16 arrangement is with Westlaw, but I guess what he is
17 saying is there usually is a flat fee amount that
18 Westlaw charges private attorneys and you pay that
19 monthly amount based on the subscription, unless
20 you go outside of the subscription. Is that what
21 you are saying, Mr. Ryan?

22 MR. RYAN: That is what I'm saying. That is
23 exactly what I'm saying. That is our position.
24 For example, our agency is \$1,048 roughly, last
25 time I checked, per month.

1 MS. SHURLING: Yes, ma'am.

2 MR. RYAN: That's what I'm saying. Not --

3 MS. SHURLING: Sure. Yes, ma'am.

4 THE COURT: And if that is the case -- I
5 understand what Westlaw may say it cost if you did
6 not have the subscription. I don't know if you
7 have a subscription or if you pay for each
8 individual search that is done, but I guess that is
9 what I'm asking.

10 MS. SHURLING: Yes, ma'am. I'll explain.

11 THE COURT: And if it is each individual ones,
12 I think you need to make that a part of the record
13 for purposes of the court if there is a
14 subscription. And I think what he suggested may be
15 more appropriate and dividing up the clients and
16 the percentages.

17 Yes, ma'am, but I'll be glad to hear from you.

18 MS. SHURLING: Yes, ma'am, it is divided up by
19 the client. That is the whole point. If my
20 flat -- and I think our rate is somewhere around
21 \$580 a month or something, I'm not sure. But if I
22 am in the midst of working on some piece of complex
23 civil litigation and all of the time spent on
24 Westlaw that month is for that client, because my
25 firm is immersed in trial or trial prep for that

1 client, then the vast majority of the searches and
2 queries entered would be in that client's name and
3 probably 80 percent of the bill would go to them.

4 The bills reflect what percentage of the
5 amount of time spent on Westlaw for the month is
6 attributable to each client.

7 So if this bill -- that is done from Westlaw's
8 software, not mine -- is -- calculates based on the
9 amount of time spent on Westlaw, what percentage of
10 that time is attributable to what client based
11 on -- and the names are right on the bills as they
12 are signed in -- what percentage of the time
13 expended, what is spent on that client and
14 therefore what their pro rata share of the bill is.

15 So if I have -- let's say over the last six
16 months I may have a dozen court-appointed murder
17 clients that I haven't done any research for in the
18 last six months. And if I'm not doing any research
19 for those clients, I'm certainly not billing SCCID
20 for a dime for Westlaw. They only get billed when
21 I am doing Westlaw research for that client. And
22 then and only then based on the percentage of the
23 amount of time spent on Westlaw for that client for
24 that billing cycle.

25 Did I make that somewhere near clear, Your

1 Honor?

2 THE COURT: Yes, ma'am.

3 MR. RYAN: Can I just reply to that briefly?

4 THE COURT: If Ms. Shurling is finished.

5 MS. SHURLING: Your Honor, I would just like
6 to note that my -- the Prophet case was a complex
7 murder case. There were five Co-Defendants. I was
8 heavily involved in the case prior to it becoming
9 apparent that my client was going to be a witness
10 for the State. My client did ultimately end up
11 testifying for the State in one proceeding and was
12 scheduled to do so in another. It was very
13 complex. And I kept very good time records, which
14 Your Honor has already reviewed and approved. And
15 as I said, I only exceeded the cap set by Judge
16 Newman by \$184. I believe that my time record
17 clearly illustrated where every minute of that time
18 went and how it was reasonable.

19 With regard to expenses, once again, I came in
20 \$180.12 within the budget set by Judge Newman. And
21 all of the expenses in that case are very carefully
22 detailed for Your Honor.

23 I believe that under 17-3-50(c) Your Honor
24 clearly has the authority to review expenses in
25 excess of the caps set either by statute or by

1 Judge Newman at the conclusion of the case to
2 determine whether the expenses were reasonably and
3 necessarily incurred. And I believe that my
4 records establish that they were.

5 I would ask that Your Honor direct SCCID to
6 pay my voucher as submitted, including the very
7 small amount of \$180.12 over the cap for expenses
8 and the \$184 over the cap for fees.

9 With regard to Fisher, Your Honor, I'm between
10 a rock and hard place. SCCID wants to take the
11 position that I can only get the cap increased by
12 Judge Newman. Judge Newman is not the chief
13 administrative judge anymore. I can't go to him to
14 increase the cap.

15 THE COURT: Well, your position is that you go
16 to the trial judge afterwards. And I think his
17 position is you go to the trial judge afterwards,
18 but you have to show the trial judge that they are
19 reasonable and necessary for anything above -- you
20 have to have a hearing above --

21 MS. SHURLING: No, ma'am, that is not his
22 position.

23 THE COURT: Is that -- I mean, that is the
24 letter that I got.

25 MR. RYAN: You are talking about Fisher, Your

1 Honor?

2 THE COURT: Yes, sir.

3 MR. RYAN: We're saying that if the cap is in
4 place, you have got to go ahead of time and get
5 that cap raised, you can't just come after the fact
6 and say, oh, by the way, I know Judge Newman set it
7 up at \$10,000, but my bill is \$18. I mean, that is
8 totally doing a loophole around Judge Newman's cap.

9 And like I said in the Fisher case, like I
10 explained in there, you're an administrative judge
11 right now, and I understand, you know, obviously
12 Judge Newman hasn't been the administrative judge
13 for two years. Ms. Shurling in her letters in
14 Fisher, her e-mails and the letter she sent to you
15 and copied me in the e-mail said that she had
16 spoken to you about she may exceed her cap in
17 Fisher matter.

18 Okay. And then, you know -- and it talks
19 about obviously in the Chief Justice's guide that I
20 sent to -- I think I sent to your office, that, you
21 know, a new request for fees will be in open court,
22 whatever, and that is why I sent my letter.

23 THE COURT: I don't remember it. I just don't
24 remember, Ms. Shurling.

25 MS. SHURLING: Yes, ma'am.

1 THE COURT: If she said something I just don't
2 remember it.

3 MR. RYAN: And, Your Honor, I understand that.

4 MS. SHURLING: If I may respond to that. It
5 was never my intention to substitute a brief
6 conversation in the hall for a hearing.

7 What happened, Your Honor, is that I had seen
8 you and told you briefly in the presence of your
9 former clerk, maybe, it might have been you, I
10 can't remember, that I needed to get with you about
11 requesting an increase in caps in two murder cases,
12 then -- one of which was about to go to trial.
13 That was all. That was the sum total of that
14 exchange. You said, just send, you know, write me
15 and let me know what you need, or words to that
16 effect.

17 Subsequently, at the very last minute, we got
18 the plea offer in Fisher and the case ended up
19 pleading out. And I -- Your Honor was about to go
20 in your small courtroom down near your office, and
21 I remember at that time saying, good news, the
22 client was pleading out, and that it didn't look
23 like I was going to need -- that I may not even
24 have to exceed the cap, I would see, and I would
25 get back to you on it. That is all that was said.

1 And I certainly am not representing that to be any
2 sort of ruling on Your Honor's part. It was just
3 making everyone aware that I had made the Court
4 aware that there was a possibility that I would
5 need to ask for an order to exceed the cap.

6 Now, on Prophet, I had, before Your Honor --
7 we have Judge Cooper in the middle. Judge Cooper
8 was the chief administrative judge after Judge
9 Newman and before Your Honor. My records indicate,
10 and I apologize, I didn't bring it, there -- at
11 some point when Judge Cooper, near the end of Judge
12 Cooper's term as chief administrative judge, I had
13 sent him a proposed order to raise the cap in
14 Prophet, and when I did not get anything back from
15 him on that, at some point I got a, I believe it
16 was a phone call from his clerk telling me that he
17 was calling everybody and letting us know that
18 anything that Judge Cooper had that he had not yet
19 ruled on was being handed over to Your Honor as the
20 new chief administrative judge.

21 So that is why I was under the impression that
22 a previous request to raise the cap sent to Judge
23 Cooper had been forwarded to Your Honor. If I was
24 mistaken about that, I'm sorry.

25 MR. RYAN: Your Honor, and I know you have got

1 to be done, you have things to do, but, for
2 example, my letter in Fisher, okay, she is getting
3 towards the cap. I think our position is being
4 misconstrued. Understand, I mean, he is saying
5 without further approval. But let's say -- see,
6 like I said -- I don't want to repeat myself, but I
7 think I need to clarify, it is getting a little
8 confusing. In Fisher, you are the chief
9 administrative judge. Okay. So Ms. Shurling sees
10 where she is going to have this issue coming up as
11 that she might exceed her cap. Let's have a
12 hearing on it and see is it reasonable to raise
13 this cap or whatever else. But that has not been
14 done. So the \$10,000 cap is the law of the case
15 until it is changed.

16 And as the chief administrative judge, if you
17 get in there and say, oh, this case is a whole new
18 twist and whatever else, and we can come in there
19 and say, Judge Benjamin, we think it is
20 unreasonable to increase this cap of \$10,000, we
21 can have a hearing on that. But just to go past
22 the law of the case before it is considered by the
23 Court, that is our problem. And that is what is
24 being done. That is what -- in Fisher that is what
25 has to be done to exceed this cap by \$948. And

1 there is nothing exceeding that order. And the
2 same thing in Prophet. We went over the cap
3 without it being raised. The law of the case is
4 the law of the case.

5 MS. SHURLING: Your Honor, we both --

6 MR. RYAN: If I can just finish. Your
7 Honor --

8 THE COURT: Now, she has placed on the record
9 the reasons for in --

10 MR. RYAN: Prophet.

11 THE COURT: -- Prophet. She states the
12 reasons I think today for going over the \$184 in
13 fees and then the expenses. And do you all have
14 objection as to that?

15 Because if I'm understanding your position,
16 you are saying that if the judge sets a cap, there
17 needs to be a hearing next as opposed to an order
18 forwarded to the judge, a hearing to exceed that
19 \$10,000?

20 MR. RYAN: Right. But it needs to be done
21 prior to it being done. It is after the fact now.
22 I mean, that is what it says in here. It says, you
23 know, without further approval of the Court. He
24 talks about -- I mean, that is the whole reason we
25 have it.

1 And I think, again, if she had come to you
2 before she exceeded these caps, maybe so, we can
3 address that issue, but the caps are over in
4 violation of Judge Newman's order. So I think your
5 authority is \$10,000 and \$750.

6 And as to the Westlaw, I don't even understand
7 that explanation of Westlaw. So I am interested if
8 she gets paid \$580 a month, is what she pays for
9 Westlaw. If you look at this bill, it says, Day
10 6/21/2012 and Day 6/13/2012. Again, I'm not
11 claiming to be an expert on how these things work,
12 but that is two days of searching. So two days is
13 \$499 -- well, there is like one other little day.
14 That is \$500 of the \$580 monthly bill.

15 And if you look at the time sheet she turned
16 in with it, which I think you had this as part of
17 the record, it is, on 6/21, I don't see any
18 research in time notes, and on 6/13 I don't see any
19 research in the time notes submitted for the bill,
20 so I don't understand how we're paying \$499 on
21 Westlaw charges of a \$580 a month thing.

22 And the last thing I would say, Your Honor, is
23 I'd like to move all these into the record, Your
24 Honor.

25 THE COURT: Yes, sir, please do.

1 MS. SHURLING: Your Honor, if --

2 THE COURT: Hold on one second. She can't --
3 he needs to move -- she can't type -- you can go
4 ahead and move them in.

5 MR. RYAN: Your Honor, can we just make the
6 Exhibits A through J, can we just make that one
7 exhibit?

8 THE COURT: Any objection, Ms. Shurling, to
9 his documents?

10 MS. SHURLING: I don't know what he is handing
11 up.

12 MR. RYAN: The same thing.

13 MS. SHURLING: Oh, that's fine.

14 THE COURT: And I will give you an opportunity
15 to do the same thing.

16 MR. RYAN: And the Westlaw bill also.

17 THE COURT: All right. You can go ahead and
18 mark them. And you can't talk because she has got
19 to mark them.

20 (WHEREUPON, WHOSE

21 Exhibit ~~ST~~ NO or NOS

22 NO ~~ST~~ WAS or WERE

23 marked for identification and received
24 into evidence.)

25 MS. SHURLING: Let me --

1 THE COURT: Are you ready?

2 THE COURT REPORTER: Yes.

3 MS. SHURLING: Are you ready?

4 THE COURT: Yes.

5 MS. SHURLING: If I can respond to those
6 things one at a time. One is that the bill, as I
7 said, is calculated by -- that is also based on the
8 pro rata usage for the month. And if you have
9 spent a great deal of time over a couple of days on
10 a particular case, that may represent the majority
11 of usage for Westlaw for that month in my law firm;
12 depending on what is going on. But whatever the
13 total usage for the month is, it is calculated by
14 that software based on, you know, a pro rata share
15 based on client usage. That is Number One.

16 And Number Two, I'm glad Mr. Ryan has noticed
17 that there is no time limit listed for me on those
18 days. I am an honest person, Your Honor. If you
19 look at these bills, it has got the name of the
20 client and it has, user name, Christina Arnold, Ann
21 Pierce. These are people that I paid out of my
22 pocket to do the Westlaw research for me. And then
23 at a later date you will find in the time records
24 time reflected for my review of research. That is
25 when I took all of the research that was compiled

1 for me by these associates and spent my time
2 reviewing it, digesting it, and applying it to this
3 case.

4 I did not bill SCCID for the time expended by
5 my associates. Your Honor, if I billed SCCID for
6 the time expended by my associates in this case,
7 we'd have another huge bill that they would refuse
8 to pay. That is neither here nor there. The
9 reason my time is not on there for those dates is
10 because I am an honest person and I did not claim
11 time for being the one to physically go on the
12 computer and look up the cases because I didn't do
13 that work, my associates did.

14 THE COURT: All right.

15 MS. SHURLING: May I ask one more question,
16 Your Honor?

17 THE COURT: Yes.

18 MS. SHURLING: With regard to Fisher, or for
19 that matter, Prophet, if it is their position that
20 you have got to go back to -- if the chief
21 administrative judge goes ahead and gives you an
22 order for a little bit higher cap and a higher
23 expense cap, and at some point -- I guess he
24 presumes you are keeping up every day with your
25 time and your expenses, but at some point you know

1 you are about to hit those caps, you have got to go
2 back to someone to get the cap raised.

3 If you don't any longer have the same chief
4 administrative judge you had when the original
5 order is signed, then who is supposed to raise the
6 cap for me?

7 THE COURT: He is saying you go back to the
8 current chief admin, I guess. Or the trial judge.
9 Is that --

10 MR. RYAN: That's correct.

11 THE COURT: I hate to speak for you.

12 MS. SHURLING: Your Honor, he is saying that I
13 have to go back to Newman in these cases, and I
14 can't go back to Newman.

15 MR. RYAN: I didn't say that. I just said,
16 for example, in Fisher she could -- it just says
17 without further approval there is a cap in place
18 until that issue is raised prior to it being
19 raised.

20 MS. SHURLING: I will respond to that, Your
21 Honor.

22 MR. RYAN: Like right now, for example, in the
23 Fisher case.

24 THE COURT: Yes, sir.

25 MR. RYAN: Okay. You are the chief

1 administrative judge. Look at my letter. I said,
2 look, there is a cap of \$10,000 established. If
3 right now, which I know we have got to get this
4 done, but right now, for example, if she said she
5 was going to come to you and ask you to raise the
6 cap in Fisher, I will say right now the law in the
7 case is \$10,000. If she wants to come to you now
8 or whenever she wants to do this and ask you to
9 raise the cap, then we can do that, and we want to
10 be present, and we'll address that issue.

11 But that has not been done. She says it has
12 been, you know, that she has raised the issue with
13 you and said that she might need to raise the cap,
14 or whatever else. But now she wants to come back
15 after the fact and raise the cap. That is what the
16 problem is.

17 THE COURT: And Fisher is not over, it is my
18 understanding?

19 MS. SHURLING: No, ma'am. And I figured out
20 the nut, Your Honor, if I can please respond.

21 MR. RYAN: It is now over \$10,000 by \$948.

22 THE COURT: No, no, no, is the case over?

23 MS. SHURLING: Please, Your Honor.

24 MR. RYAN: It is not over, you're right.

25 THE COURT: The case isn't over?

1 MR. RYAN: Right.

2 THE COURT: So you are saying that -- you are
3 saying that the proper procedure, according to the
4 way you interpret it, if Fisher is not over, she
5 is -- it appears that she is going to exceed it by
6 whatever she is going to exceed it, I don't know
7 what else you have to do on Fisher, if he has
8 already -- because I don't --

9 MS. SHURLING: We have post-trial motions
10 filed that have not been heard, Your Honor.

11 THE COURT: Okay. So she needs to estimate
12 what those costs may be, request a hearing at that
13 point in time when she realizes it is going to go
14 over \$10,000 in front of the current chief
15 administrative judge and say why those fees are
16 reasonable and necessary.

17 MS. SHURLING: And that is what I did, Your
18 Honor, and submitted it with Your Honor.

19 THE COURT: He said that there should be a
20 hearing. I think that is -- is that --

21 MS. SHURLING: Well, that is what I thought we
22 were doing today.

23 MR. RYAN: I don't see where she has asked to
24 raise the cap, necessarily. I mean, maybe she --

25 MS. SHURLING: I did.

1 MR. RYAN: Okay, here is what I'm saying. She
2 has now. She is saying \$13,000. What I'm saying
3 is, by my reading of the -- what has been submitted
4 to us, it appears to me that before that has been
5 done, before you address that issue, that a cap by
6 our records show that the cap has already been
7 exceeded by \$948.

8 If she had come to you and she has spent
9 \$9,500, like she is keeping track of her time,
10 which puts some burden on lawyers to keep track of
11 their time, obviously, but, again, these are
12 management of state funds, \$9,500, comes to you and
13 says -- and gives you a good reasonable explanation
14 why she may need to go to \$13,000, and that is the
15 purview of the Court.

16 But now, by our records, that bill is at
17 \$10,948, and that cap that Judge Newman set at
18 \$10,000 has never been addressed or raised. The
19 fact she may have mentioned to you she may go over
20 the cap, whatever, that is not a record of the
21 court. So if she wants to increase it -- I say she
22 has already waived the \$948, but if she wants to
23 increase it \$13, then that is her right to ask you
24 that. I have a problem with how these cases are
25 raising in prices, but that is another issue.

1 MS. SHURLING: Your Honor, please --

2 THE COURT: Hold on one second. Let me ask
3 you this, Mr. Ryan. If she is in the -- and this
4 happens all the time. If she is estimating her
5 trial time and post-trial motion times, she
6 initially thinks it is going to take three days and
7 it takes five days, she can't at that point stop
8 the trial and say, I have got --

9 MR. RYAN: I completely understand, it is the
10 mechanics. That is what we are saying. You try to
11 say, let's just raise this up, you know, let's
12 raise it to -- but on the other hand, it can't be a
13 blank check, was the problem we run into.

14 Your Honor, there is clearly some give and
15 take where there have been some problems in that
16 scenario, but the other scenario where we all of a
17 sudden get a bill for \$20 something, \$30, and we
18 don't expect it coming. I mean, there has got to
19 be a check. So let's say, let's just try to get a
20 best estimate where we are going, five.

21 And I have told the lawyers before, if you are
22 in the middle of a trial -- I have been there, I
23 have been a public defender, I have been a
24 prosecutor. You say, Your Honor, you know, I went
25 back and looked at my time record and I feel like I

1 am going to go over and there is not time to do a
2 formal order, put it on the record, or something to
3 that effect. But, I mean, I think -- I hope you
4 understand, Your Honor, where --

5 THE COURT: I understand.

6 MR. RYAN: -- we have got a cap of \$10,000 and
7 Indigent Defense gets a bill for \$40 or \$50, the
8 horse is out of the barn.

9 THE COURT: I understand where you are coming
10 from.

11 MS. SHURLING: Your Honor, two things. With
12 regard to the give and take, Your Honor has
13 witnessed the give and take. I'm in here in
14 Prophet over \$180.12 and \$184 over on fees. That
15 is the kind of give and take we get.

16 Number Two, if Your Honor looks at the order
17 signed by Judge Newman in Prophet and in Fisher,
18 even if you take Paragraph 4 off, if your -- if
19 Your Honor chooses to look at the language in the
20 unrelated case, Harley, you know, where the judge
21 said he was going to issue an amended written order
22 and he didn't, but if you choose to look at that
23 and ignore Item 4 altogether, in the order signed
24 by Judge Newman in Fisher and Prophet, Item 3 says,
25 Attorney Shurling may bill SCCID for fees up to

1 \$10,000 without further approval of the Court. It
2 doesn't say further advanced approval of the Court.
3 It doesn't say without further prior approval of
4 the Court. It says without further approval of the
5 Court.

6 And everything that I presented to Your Honor
7 today, from the chief's memorandum, their own
8 payment policies, Supreme Court precedent, all
9 indicate that it frankly is a decision that the
10 system envisions the trial judge making at the
11 conclusion of the case.

12 With regard to upping the caps, Your Honor,
13 you know, there is nothing in any of these
14 provisions that require advance approval. I think
15 when a lawyer has made a good faith effort to
16 contact the Court and let you know that I'm going
17 over the cap, I need a hearing as soon as possible.
18 Mr. Ryan's scenario assumes that all of us, that we
19 can file a piece of paper with Your Honor and get a
20 hearing on the fact that we need to exceed the cap
21 like the next day. And Your Honor knows that with
22 the realities of the case load and Your Honor's
23 docket, that getting before you quickly to
24 necessarily raise the cap isn't always a reality
25 even if you are fortunate enough to catch it before

1 you actually go over the cap a little bit.

2 THE COURT: All right.

3 MS. SHURLING: So at this time, Your Honor, I
4 would ask for two things.

5 One, for you to find that we have now had a
6 hearing on the reasonableness of my fees and
7 expenses in Prophet. Your Honor has previously
8 signed orders approving those. And that having
9 heard the objections of the State, it is my prayer
10 that you would find that you adhere to your earlier
11 position and that my fees and expenses were
12 reasonably and necessarily incurred and direct them
13 to pay the voucher as submitted.

14 If, for some reason, Your Honor is not
15 inclined to do that -- I don't know why you
16 wouldn't be, but if you aren't, my prayer would be
17 that they be directed to at least pay the balance
18 of the \$10,000 that was pre-approved by Judge
19 Newman and so much of the expenses that were
20 pre-approved by Judge Newman pending my appeal of
21 Your Honor's ruling, which I will have no choice
22 but to make.

23 And with regard to Fisher, I am still asking
24 for this Court's order to raise -- I am comfortably
25 below the cap set by Judge Newman for expenses, I'm

1 not worried about expenses, but with regard to fees
2 as of now I believe we're something like \$1,100,
3 maybe \$900, something, I don't remember exactly,
4 over the amount previously authorized by Judge
5 Newman. I have asked that the cap be increased by
6 \$3,000. I will tell you as an officer of the court
7 that I believe that we'll be able to come in under
8 two more thousand as opposed to three, but I want
9 to avoid the necessity of having to go through this
10 again in case something unexpected comes up.

11 Thank you, Your Honor.

12 THE COURT: All right. On Prophet, being that
13 we have had the hearing, I do find that the
14 additional \$184 in fees is reasonable and
15 necessary. I believe, being that I was the judge
16 who took the plea in this case, I am aware that
17 there was a trial, potentially two trials.
18 Mr. Prophet testified in one trial, was prepared to
19 testify in the next trial. There was an extensive
20 plea that took quite a bit of time on Mr. Prophet
21 and his Co-Defendant during the week of, I guess
22 the first Co-Defendant's trial that was supposed to
23 start the end of that week and ended up pleading
24 that Monday. For that reason, I do find that the
25 additional \$184 in fees are reasonable and

1 necessary.

2 As to the expenses, I am going to deny any
3 additional expenses. I will be honest with you,
4 Ms. Shurling, maybe you will have to get something
5 clearer in the next case, but I just don't -- the
6 fees in the Westlaw, that is the reason why I'm not
7 approving the additional amount. Just it
8 doesn't -- the explanation given to the Court today
9 is just not being clear as to the billing system.
10 I do have the bills before me, but it is from two
11 days, as Mr. Ryan pointed out. And it is -- and
12 I'm not very good at doing percentages, but it is
13 for about 90 percent of what you submitted to the
14 Court, 85 or 90 percent of the monthly billing fee
15 for your office. So maybe there needs to be in the
16 future some -- it just is not clear. For that
17 reason, I am not going to -- I am going to deny the
18 motion as to the additional expenses in Prophet.

19 As to Fisher, if you can give me a little bit
20 more information as to the current -- I understand
21 you said you have post-trial, you need additional
22 \$2 to \$3,000, is that correct?

23 MS. SHURLING: No, ma'am. We actually hit the
24 cap set by Judge Newman I believe shortly before
25 the plea in Fisher, so part of that is the time

1 immediately when we thought we were still going to
2 trial on Fisher and negotiating the plea and the
3 plea.

4 We hit the cap before the date of the plea, so
5 part of that that has gone slightly over the
6 \$10,000 is the representation of Mr. Fisher at the
7 point in time when we still thought we were going
8 to trial and negotiating the plea and entering the
9 plea and handling the sentencing.

10 I then drafted post-trial motions, which are
11 outstanding before Judge McMahon.

12 THE COURT: Okay. And I guess that is what
13 I'm confused about. Your guy pleaded guilty in
14 front of Judge McMahon?

15 MS. SHURLING: Yes, ma'am.

16 THE COURT: And what are the post-trial
17 motions on, regard the sentencing?

18 MS. SHURLING: The post-trial motion is a
19 motion to reconsider sentence or in the alternative
20 to withdraw the plea based on information that has
21 come to my attention concerning what we believe to
22 be unfair or unequitable plea offers that were made
23 to Co-Defendants that were more culpable than my
24 client and who had worse prior records than my
25 client. But their cases, the Co-Defendants' cases,

1 are as of yet unresolved. They have not accepted
2 deals and pleaded. And I have asked that Judge
3 McMahon delay hearing. And Judge McMahon has
4 indicated that he wants to wait until after he sees
5 what the Solicitor's Office does with the
6 Co-Defendants before he makes any sort of decision
7 with regard to my prayer for him to reconsider the
8 sentence imposed on Fisher.

9 THE COURT: All right.

10 MR. RYAN: Your Honor?

11 THE COURT: Yes, sir.

12 MR. RYAN: Can I briefly -- you know, if I can
13 just submit this for the Court, I submitted this
14 before to Ms. Shurling, this is some data from our
15 state records, our data from our records.

16 (Complies.)

17 MR. RYAN: And Ms. Shurling and I, I have
18 submitted this document, somewhat similar, it is
19 updated, in other matters.

20 MS. SHURLING: And, Your Honor, I would make
21 the same objection to this graph that I have in
22 previous proceedings. This gives an average fee in
23 murder cases, \$3,859. There is nothing in this
24 data that tells us out of the 278 cases, we don't
25 know how many of those pled out fairly quickly

1 before the discovery process was even complete. We
2 don't know how many of those cases had multiple
3 Co-Defendants. We don't know how many of those
4 cases, as in the Prophet case, had I believe it is
5 five 6-inch D-ring notebooks of discovery. We
6 don't know which cases had extensive discovery and
7 which ones did not.

8 Prophet was a case, Your Honor, for example --
9 and Fisher is a case that was set for trial,
10 literally, three times. I prepared for trial three
11 times. The State made no offers that my client was
12 willing to even consider taking. I got completely
13 ready for trial three times. And the third time,
14 after qualification of the jury, they finally made
15 an offer that my client was willing to take.

16 That case involved five Co-Defendants. And we
17 had literally -- I believe in that case, six D-ring
18 notebooks about this thick full of discovery. And
19 the case was enormously complex and, as I said,
20 involved five Co-Defendants.

21 So we don't know statistically from this how
22 many of these cases came up to the 11th hour and
23 didn't plead until the eve of trial. We don't know
24 how many of them went to trial. We just have too
25 little information to provide any basis for

1 comparison.

2 THE COURT: Well, I am going to overrule the
3 objection. It is what it is. It is what they have
4 on record. And the numbers are significantly
5 lower.

6 Are these based on -- Mr. Ryan, these are fees
7 that you -- this is the attorney fees that have
8 been submitted in cases from private attorneys that
9 have been appointed?

10 MR. RYAN: Right. This is anybody's vouchers,
11 our vouchers from Indigent Defense, an attorney
12 that would send in a voucher. I mean, again, Your
13 Honor, we had this same argument, I understand
14 there is -- and that is what it said like in the
15 Chief Justice guidance under the July 6, 2005,
16 guidance on additional attorney's fees, she states,
17 where further additional fees are necessary to
18 insure effective assistance of counsel should be
19 determined in reference to the facts of the
20 particular case. Payment in excess of the rates,
21 statutory rates, should not be authorized for all
22 appointment cases or for all of a particular
23 attorney's appointment cases. So, again, this is
24 an average. I mean, obviously there is going to be
25 higher and lower. I mean, that is very -- cases

1 are very fact specific. And that is why I use a
2 fact finder to make those determinations.

3 But, you know, in all these matters, the
4 Prophet matter and this matter, they are all at
5 least \$10,000, which, again, the highest average
6 you see on here is that category \$8,100 or so
7 dollars.

8 Again, it is an average. I understand that.

9 MS. SHURLING: Your Honor, and once again --

10 MR. RYAN: We trust the judge, knowing --
11 obviously you know the facts of the case better
12 than we do, Your Honor.

13 MS. SHURLING: And, Your Honor, once again --
14 and I know Your Honor's time is limited, but I
15 would just note for the record, I used to have --
16 when I used to volunteer and take close to 100
17 court-appointed PCR's in Richland County -- I quit
18 doing it November of '07 -- but I can provide Your
19 Honor an Excel spreadsheet for all the PCR cases
20 that I billed in 2006 and 7.

21 I had a perpetual problem, although my average
22 fee when I was doing between 110 and 125
23 court-appointed PCR's a year, my average fee was
24 approximately \$550 something dollars, average
25 expenses were also \$540 something, my total average

1 expenditure per case was \$1,200 some-odd dollars,
2 which, at the time, the statutory cap for a PCR was
3 \$1,000 and the statutory expenses was \$500.

4 So I should have been a poster child for doing
5 large numbers of post-conviction relief matters and
6 coming in well within budget while removing 125
7 PCR's a year off of everybody else's plate that
8 didn't want to handle them.

9 What would happen is that I would have
10 dozens -- and I can show Your Honor this -- dozens
11 of PCR cases where my bills were \$250, \$370, \$420,
12 dozens and dozens of cases where I had fees, low,
13 low fees.

14 But in the complicated cases that deserve a
15 lot of attention and got it from me, and I would go
16 to the judge and get an order approving fees
17 sometimes as much as \$3,200 or more in a case that
18 deserved it. Even though the average came out to
19 \$500 something dollars, they gave me a fit. And I
20 had a horrible time getting paid. In the unusual
21 case where the circuit court judge found that it
22 was an unusual case that warranted that much of my
23 attention.

24 So averages are dangerous. I mean, like I
25 said, I fought that battle for a long time.

1 THE COURT: All right.

2 MS. SHURLING: But I believe the fees in this
3 case were reasonable, and I believe what I have
4 done thus far in Fisher is reasonable.

5 THE COURT: What I'm going to do in Fisher
6 is -- in this one I don't know -- I mean, in
7 Prophet, I handled that one and I am aware of it.
8 On this one I am going to raise it to a cap of
9 \$12,000 on the fees. You said expenses was not an
10 issue. That includes that \$900. But,
11 Ms. Shurling, anything above that, I'm not going to
12 raise it any more. If the post-trials take longer
13 than that, I mean, I think, I mean, it is a guilty
14 plea. I think that is reasonable in light of it
15 being a guilty plea. And comparing this one to
16 Prophet and --

17 MS. SHURLING: Yes, ma'am.

18 THE COURT: That is one where your client
19 had -- you said you had to sit through one trial to
20 prepare for another Co-Defendant's trial.

21 MS. SHURLING: Thank you, Your Honor.

22 THE COURT: I am going to leave it at that.
23 So I am going to raise it to that, and nothing more
24 than the \$12,000. That will be the ruling of the
25 Court.

1 MS. SHURLING: Your Honor, I previously sent
2 Your Honor a proposed order. Would you like me to
3 redo it and change it to the \$12, or can you do
4 that? I believe we sent it to you electronically.
5 I will just send it over again, Your Honor, and
6 change it to the \$12.

7 THE COURT: For future purposes -- and I think
8 that is what Mr. Ryan is trying to establish
9 also -- but in the future, if there -- I don't know
10 how many of these Judge Newman signed with a cap of
11 \$10,000, but anything that he is saying for their
12 purposes these things need to be approved in
13 advance, if there is any other ones out there that
14 Judge Newman or Judge Cooper or anyone signed a cap
15 on, then you'll need to -- if you see or think that
16 it is going to go over that \$10,000 fee, that needs
17 to be brought to the Court before -- or as soon as
18 possible the Court's attention, and I will -- I
19 mean, if you put a cover letter and say, this is
20 one of those ones --

21 MS. SHURLING: Yes, ma'am.

22 THE COURT: -- that need immediate attention,
23 we have a trial in two weeks and it appears that it
24 is going to -- I'm going to go over the cap, the
25 Public Defender's Office with their investigators,

1 they will send me something saying, you know, my
2 investigator said he is at \$900 and he needs to do
3 bam, bam, bam more.

4 MS. SHURLING: Yes, ma'am.

5 THE COURT: And can you approve it. So I need
6 to get something similar to that from you to kind
7 of avoid confusion. I think that is what -- his
8 biggest issue is not the \$100, it is more so a
9 procedure in going about getting the fees approved.

10 MS. SHURLING: Yes, ma'am. Your Honor, for
11 purposes of clarification only, I would note in
12 Fisher, the motion that is pending is a motion to
13 reconsider sentence or in the alternative to
14 withdraw the plea.

15 I candidly do not believe there is any
16 realistic possibility that the plea would actually
17 be withdrawn, that the client would even ask to,
18 but -- and if he asked I sort of doubt that Judge
19 McMahon would let him, but the only situation in
20 which I envision coming back before the Court would
21 be the truly unlikely possibility that a motion --
22 if a motion to withdraw the plea were granted and
23 the matter were scheduled for trial would be the
24 only instance in which I would anticipate coming
25 back before the Court.

1 THE COURT: And you would need to file a
2 motion, serve Mr. -- at that point in time you'd
3 have to file a motion and serve Mr. Ryan and
4 then --

5 MS. SHURLING: Yes, ma'am.

6 THE COURT: -- we can handle it at that point.

7 MS. SHURLING: Thank you.

8 THE COURT: I think that is what he is asking
9 for.

10 MS. SHURLING: That's fine, Your Honor. For
11 the Court's information, I believe this is the
12 last -- of course, the Harley matter is still
13 remaining to be resolved, but the last of the cases
14 signed with Judge Newman that we have to deal with.
15 I do have quite a few newer appointments that I
16 need to resolve the question of fee raising caps,
17 and I will notify Mr. Ryan when I make those
18 requests.

19 THE COURT: All right.

20 MS. SHURLING: Thank you, ma'am.

21 THE COURT: And the Harley case, Judge Newman,
22 from reading of his letters says that he -- and
23 from my discussions with him, he says he has
24 already ruled on that and that y'all have to take
25 that up with Judge Manning.

1 MR. RYAN: Your Honor, just so I am
2 100 percent clear, it is \$10,184 in Prophet, the
3 \$750 cap for expenses is not increased. And in
4 Fisher you are raising the cap to \$12,000?

5 THE COURT: Yes.

6 MS. SHURLING: And there has been no request
7 to increase for expenses on Fisher.

8 MR. RYAN: And expenses --

9 THE COURT: No increase.

10 MR. RYAN: No increase on Fisher.

11 THE COURT: Yes.

12 MR. RYAN: Your Honor, thank you for your
13 time.

14 MS. SHURLING: Thank you, Your Honor.

15 (WHEREUPON, the proceedings were concluded.)
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(END OF TRANSCRIPT)

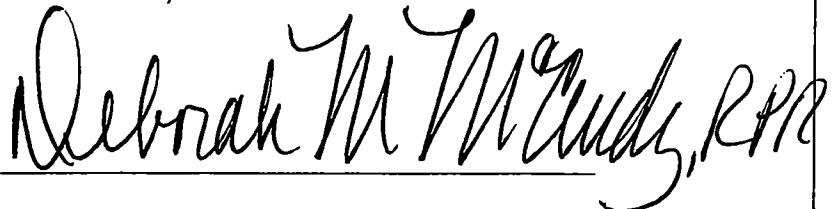
CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

I, Deborah M. McCurdy, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Richland County, South Carolina, on the 20th day of February, 2013.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

March 25, 2013

A handwritten signature in black ink, reading "Deborah M. McCurdy, RPR". The signature is written in a cursive style and is positioned above a horizontal line.

Deborah M. McCurdy, RPR
Fifth Circuit Court Reporter

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