

The State of South Carolina
IN THE
COURT OF APPEALS

DOCKET NO. 2016-002019

Appeal From The Orangeburg County
Court of Common Pleas

RECEIVED

MAY 01 2018

Honorable Maite Murphy
Civil Action No. 2014-CP-38-1603

SC Court of Appeals

Belinda Davis-Branch and Zipporah Sumpter,

Appellants,

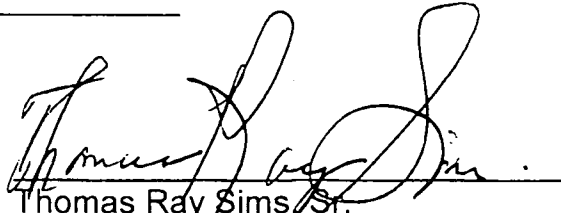
v.

Elizabeth Jackson, Melvin Jackson, individually and as parents of M., M.,
and M. Jackson,

Respondents.

RECORD ON APPEAL

Paul W. Owen, Jr. Esquire
Po Box 369-296 Green Street
Orangeburg, SC 29115
803-515-0176
Attorney for Respondents


Thomas Ray Sims, Sr.
P. O. Box 2016
Orangeburg, South Carolina 29116
(803) 533-0017
Attorney for Appellants

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STATE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

Belinda Davis-Branch and)
Zipporah Sumpter,)
Plaintiffs,)

Case No.: 2014-CP-38-1603

vs.)

Elizabeth Jackson, Melvin)
Jackson individually and as parents)
of M., M., and M. Jackson,)
Defendants.)

ATTEST: TRUE COPY
ORDER
Winnaja B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

APR 14 2016 8 41:56
Winnaja B. Clark
CLERK OF COURT
ORANGEBURG COUNTY, SOUTH CAROLINA

This non-jury breach of contract action for the collection of attorneys' fees was set for trial before the Court on April 14, 2016. Present before the Court were Thomas Simms, Esquire, on behalf of the Plaintiffs and Paul Owen, Esquire, on behalf of the Defendants. The Court found that Defendants failed to file an Answer, at which time counsel for Defendants moved to amend the pleadings. Defendants' oral motion was denied, and the parties proceeded on the hearing for damages.

FINDINGS OF FACT

This action is one for the payment of attorneys' fees and costs associated with Plaintiffs' legal representation Defendants. Plaintiffs and Defendants entered into a contract for Plaintiffs' representation of Defendants in an action involving lead based paint. The retainer agreement executed by both Plaintiffs and Defendants provided for both a contingency fee, in which Plaintiffs would receive one third of the amount recovered in the lawsuit, and in the event the suit was unsuccessful, for the payment of hourly fees. The agreement also provided for the payment of costs and expenses associated with the representation. Plaintiff Belinda Davis-

Branch, the only witness to testify on behalf of either party, testified that the retainer agreement was executed in 2006, but that she had been working on the case since 2005. Ms. Davis-Branch

testified that she disclosed the hourly rate to Defendants, which was \$200.00 per hour until January 4, 2006 and thereafter at \$300.00 per hour. The action named numerous Defendants, and Plaintiffs were required to file pleadings in state court, federal court, and bankruptcy court. Plaintiffs presented no testimony as to the facts of the lead based paint suit, other than some of the Defendants in the lead based paint action had been granted summary judgment. Plaintiffs' representation of Defendants was terminated by agreement in 2010, and Defendants sought other legal counsel. The lead based paint suit was subsequently settled for Five Thousand Dollars and 0/100 (\$5,000.00).

Plaintiffs entered into evidence three separate invoices, one for state court, one for federal court, and one for bankruptcy court, for time and services rendered. At the time of the hearing, the total amount of fees that Plaintiffs contended they were entitled to totaled 2.2 Million Dollars and 0/100. Plaintiffs later submitted amended invoices to the Court, which totaled \$213,200.00. Ms. Davis-Branch testified that she had been a licensed attorney in South Carolina since 1995, and licensed in Pennsylvania since 1988. She also testified that she spent a little over 7,400 hours of work on the Defendants' case.

CONCLUSIONS OF LAW

Attorneys' fees are may not be recovered unless mandated by contract or statute. There are six factors the Court must consider in determining a reasonable award of attorneys' fees. Those six factors are: the nature, extent, and difficulty of the legal services rendered, the time and labor counsel devoted to the case, the professional standing of counsel, the contingency of compensation, the fee customarily charged in the locality for similar services, and the beneficial results obtained. Blumberg v. Nealco, 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993). The Court must consider all of the circumstances surrounding the attorney-client relationship to determine a

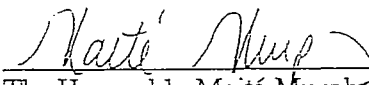
reasonable fee. Weatherford v. Price, 340 S.C. 572, 532 S.E.2d 310 (2000). Rule 1.5 of the Professional Rules of Conduct also provides guidance in determining reasonable fees for legal services.

Ms. Davis-Branch testified that she spent over 7,400 hours preparing Defendants' case, which included filing in state, federal, and bankruptcy courts. She also testified that she has been a licensed attorney in South Carolina since 1995. However, the Court finds that Plaintiffs failed to present evidence as to the professional standing of counsel, the nature of the case, whether or not the fee is customary in the area for similar services. Additionally, no evidence was presented on behalf of Ms. Sumpter as to any of the factors.

Based upon the reasons set forth above, the Court finds that Plaintiffs are entitled to one third of the settlement received by Defendants, as well as costs and expenses incurred.

THEREFORE, IT IS HEREBY ordered that Defendants shall pay Plaintiffs the sum of One Thousand Six Hundred and Sixty Six Dollars and 67/100 (\$1,666.67) and costs in the amount of Four Thousand Two Hundred and Ninety Dollars and 00/100 (\$4,290.00)

AND IT IS SO ORDERED!


The Honorable Maité Murphy
Presiding Judge

St. George, South Carolina
Aug. 3, 2016

STAE OF SOUTH CAROLINA)
COUNTY OF ORANGEBURG)

IN THE COURT OF COMMONS PLEAS
IN THE FIRST JUDICIAL CIRCUIT

BELINDA DAVIS-BRANCH,)
ZIPPORAH SUMPTER,)

CASE NO.: 2014-CP-38-01603
P 4:09

PLAINTIFFS,)

FILED FOR RECORD)
WINNIE S. CLAYTON)
CLERK OF COURT)
ORANGEBURG (BENCH TRIAL REQUESTED)

vs.)

ELIZABETH JACKSON,)
MELVIN JACKSON AND)
AS PARENTS OF M., M., AND)
M. JACKSON,)

DEFENDANTS.)

ATTEST: TRUE COPY
Winnie Clayton
Clerk of Court
Orangeburg, SC

NOW COME PLAINTIFFS, who would show unto this Honorable Court as follows:

JURISDICTION AND VENUE

1. Plaintiffs Belinda Davis-Branch and Zipporah Sumpter hereinafter (Plaintiffs) are citizens and residents of the County of Orangeburg, State of South Carolina.
2. Upon information and belief, Defendants Elizabeth Jackson, Melvin Jackson, and as parents of Makäela, Melody, and Madison Jackson are citizens and residents of the County of Orangeburg, State of South Carolina.
3. This Court has personal and subject matter jurisdiction over this matter.
4. Venue is proper in Orangeburg County, South Carolina.

BREACH OF CONTRACT

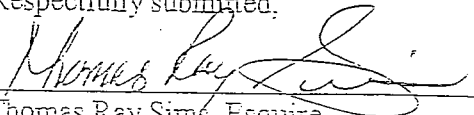
5. Plaintiffs' incorporate herein the above allegations as if the same were set forth verbatim.
6. On January 11, 2006, Plaintiffs and Defendants entered into a binding contract for legal representation.
7. The contract was reduced to writing and signed by both Plaintiffs and Defendants.
8. The contract provided, that in the event the attorneys withdraw or become disassociated from the Defendants case, the Defendants agreed that the contingent fee shall apply to any offer of settlement made by opposing party at the time of such withdrawal or

disassociation. Further, if there has been no settlement offer, the Defendant agreed to reimburse Plaintiffs for the time expended at their standard hourly rate.

9. On June 11, 2010, Defendants executed an agreement to terminate legal representation.
10. Upon information and belief Defendants settled their case on or about March, 2013.
11. Upon information and belief Defendants breached their contract with the Plaintiffs by their failure to pay the Plaintiffs their attorney fees and costs associated with the case.
12. The Plaintiffs' claim for attorney fees is based on their hours of completed work at their standard hourly rate.
13. Upon information and belief Plaintiffs are entitled to a judgment against Defendants.
14. That Plaintiffs are informed and believe that they are entitled to attorney fees and costs for having to bring this action.

WHEREFORE, having fully complained of the Defendants, Plaintiffs prays this court to inquire into the matters herein and enter judgment against the Defendants for damages in an amount to be determined by the trier of facts, attorney fees and costs and for such other and further relief, as may be just and equitable.

Respectfully submitted,



Thomas Ray Sims, Esquire
1136 Church Street

Orangeburg, South Carolina 29115-29117

Orangeburg, South Carolina
December 31, 2014

MELVIN AND ELIZABETH JACKSON EXPENSE STATEMENT

DOCKET NO.: 2006-CP-38-68

DATE	DESCRIPTION	AMOUNT
01/16/07	Filing Fee	\$150.00
01/17/07	Sir Speedy Printing	\$11.19
01/17/07	Sir Speedy Printing	\$50.60
01/29/07	Travel: Columbia to Orangeburg, SC – service to corporate defendants	\$631.00
01/29/07	Travel Greenville – service to corporate defendants.	\$106.00
01/29/07	Process Service (2) – service to Claffin, Edisto Federal Credit Union	\$180.00
01/29/07	Sir Speedy Copying Expense	\$50.64
02/28/07	USPS	\$4.05
02/28/07	USPS	\$2.31
06/29/07	USPS – Department of Social Services	\$23.24
06/29/07	FEDEX – Department of Social Services	\$24.00
07/02/07	Dash Delivery Service	\$85.90
07/02/07	IOD – Medical Bills	
	Elizabeth	\$117.90
	Melvin	\$82.73
	Melvin	\$69.45
	Melvin	\$61.85
	Melvin	\$17.68
08/02/07	UPS Shipment – Documentation sent to Funchsberg Law Firm	\$23.27
	Kelly J. West – Research	\$591.50
	Sheila LittleJohn	\$750.00
	Bernard SiSumpter, Sr.	\$871.16
05/18/09	UPS – Jackson Discovery (3 docs.)	\$11.14
05/28/09	UPS Store – copies	\$7.70
05/28/09	Federal Filing Fee	\$300.00
12/30/09	Office Max – copies	\$66.76
TOTAL		\$4,290.07

PLAINTIFF'S
EXHIBIT
#8 4-14-16
2014CP3801603

HP LaserJet M1319f MFP

Fax Confirmation

Job	Date	Time	Type	Identification	Duration	Pages	Result	
2890	10/21/2010	16:16:42	Send	SUMPTERLAWOFFICE	00:36	1	OK	35.8k

Belinda Davis Branch

TELEPHONE 803-533-1006

Attorney-At-Law
1111 DOYLE STREET
ORANGEBURG, SOUTH CAROLINA 29115

FACSIMILE 803-533-0026

October 21, 2010

Cynthia Berry, Esquire
Berry Law Firm
296 Green Street
Orangeburg, South Carolina 29115

Re: Melvin and Elizabeth Jackson
Case No.: 2008-CP-38-753

Dear Cynthia:

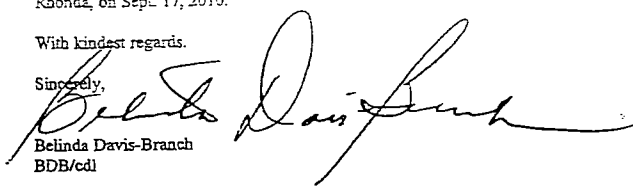
Thank you for your Sept. 4, 2010, and your Sept. 16, 2010 correspondence in regards to the above referenced matter.

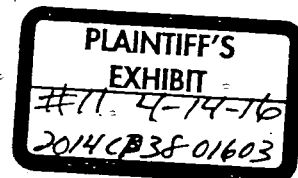
Please be advised that Ms. Emma Brimain, Claflin University's attorney, advised us that she intended to recommend to Claflin that they execute a Confession of Judgment pursuant to the Jackson's claim for damages. This occurred prior to the case being removed from the court's docket. While we are unaware as to Claflin's response to the recommendation, we consider this as an offer of settlement. Therefore, consistent with our fee agreement with the Jackson's we would be entitled to one-third of any recovery. Notwithstanding, an offer or not, our Retainer Agreement with the Jackson's also states that we are entitled to an hourly fee should our services be terminated for any reason. Thus, our statement for time expended over the five (5) year period for which we represented the Jackson's will be forthcoming.

We shall appreciate knowing when you will return the documents given to your assistance Rhonda, on Sept. 17, 2010.

With kindest regards,

Sincerely,


Belinda Davis-Branch
BDB/cdl





BELINDA DAVIS-BRANCH
ATTORNEY-AT-LAW

Sept 2, 2010

205 ELLIOTT STREET

ORANGEBURG, SOUTH CAROLINA 29115

TELEPHONE 803.533.1006 | FACSIMILE 803.533.0026

Cynthia Berry, Esquire
Berry Law Firm
296 Green Street
Orangeburg, South Carolina 29115

Re: Melvin and Elizabeth Jackson

Dear Cynthia:

Thank you for your August 24, 2010 correspondence relative to the above referenced matter. In regards to your request for clarification, Dan Lunginbill handled the matter concerning the case being stricken from the court's docket. Dan has been unsuccessful in trying to reach you by phone, so please contact him to discuss the matter.

On Friday, August 27th, I met with Judge Edgar Dickson regarding the Motion to be Relieve as Counsel. I informed Judge Dickson that you were retained by the Jacksons as their new attorney. Judge Dickson instructed me to prepare the enclosed motion and proposed order, regarding the termination of representation, and that you were the new attorney for the Jacksons. Please review the proposed Order and sign the same if it meets with your approval. Upon receipt of your signature on the order, I will obtain the signatures of Dan and Zipporah, and submit the order to the Judge for his signature. Should you have any questions or comments, Judge Dickson stated that you should call him.

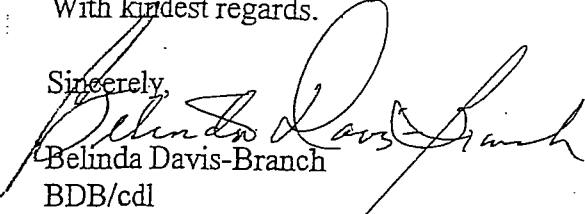
In regard to the copying of the remaining documents, please be advised that you may copy the documents at your office and return them to me as soon as conveniently possible.

This letter shall serve as notice to you and your clients that we are placing a lien on their file for attorney fees and costs incurred by the above referenced attorneys. A detailed statement will be provided at a future date.

We have no animosity against the Jacksons and look forward to a successful resolution of their case.

With kindest regards.

Sincerely,


Belinda Davis-Branch
BDB/cdl

Enclosure

cc: Daniel Luginbill
Zipporah Sumpter

Certified Mediator Family & Civil
South Carolina & Pennsylvania Licensed



BERRY LAW FIRM
Cynthia Bailey Berry, Attorney at Law
296 Green Street
Orangeburg, South Carolina 29115

Telephone (803) 515-0176
Facsimile (803) 515-0179

September 16, 2010

Via Facsimile 533-0026
and First Class Mail

Belinda Davis-Branch, Esquire
1111 Doyle Street
Orangeburg, SC 29115

RE: Melvin and Elizabeth Jackson

Dear Belinda:

In regards to our conversation of today's date, I wanted to advise that I reviewed your letter of September 3, 2010 and you are correct that there is no mention of hourly fees. I was wrong and apologize for my mistake.

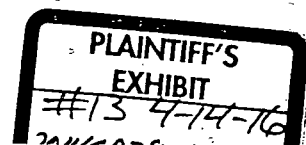
This will further serve to confirm that you and Zipporah Sumpter advised me that you are asserting a lien against the Jacksons' file for costs plus one-third of any amount they may ultimately be awarded. This will further confirm that you acknowledged that you have no offer of settlement from the Defendants in the case.

Sincerely,


Cynthia Bailey Berry

CBB/rzb

cc: Mr. and Mrs. Melvin Jackson



THE LAW OFFICE OF BELINDA DAVIS
BRANCH

INVOICE

1111 DOYLE STREET
ORANGEBURG, SC 29115
Phone 803-533-1006
Fax 803-533-0026

Invoice #1
Date: 1/28/2011

PLAINTIFF'S
EXHIBIT
#14 4-14-16
2014CP38-01603

THE LAW OFFICE OF ZIPPORAH SUMPTER

198 DOCKET STREET, SUITE 200
ORANGEBURG, SC 29115
Phone 803-536-1895

To:
MR. & MRS. MELVIN JACKSON
733 BERRY STREET
ORANGEBURG, SC 29115

For:
RE: MELVIN JACKSON et al. v.
CASE NO.: 07-CP-38-680 AND 08-CP-38-753
RATE: \$200.00 PER HOUR FROM 07/17/05 -
01/04/06
RATE: \$300.00 PER HOUR FROM 01/04/06 -

DESCRIPTION	HOURS	AMOUNT
07/17/05 Research of lead based paint poisoning.	5.00	\$1,000.00
08/06/05 Research of lead based paint poisoning.	2.00	\$400.00
10/11/05 Meeting with Elizabeth Jackson.	2.00	\$400.00
10/12/05 Meeting with Elizabeth Jackson.	.25	\$50.00
10/25/05 Receipt and Review of correspondence from Medicaid re: Medicare's payments of Madison T. Jackson's medical bills.	.50	\$100.00
11/03/05 Receipt and Review of statement prepared by the Jackson's dated 11/3/05 re: lead exposure.	1.50	\$300.00
11/04/05 Meeting with Elizabeth Jackson.	1.50	\$150.00
11/09/05 Meeting with Elizabeth Jackson.	2.00	\$400.00
11/09/05 Meeting with Melvin and Elizabeth Jackson.	2.00	\$400.00
11/16/05 Correspondence written to Doris Wannamaker, S.C. Regional Housing Authority #3, Barnwell, SC re: Application for Section 8 Housing.	.50	\$100.00
11/16/05 Meeting with Elizabeth Jackson.	2.00	\$400.00
11/23/05 Meeting with Elizabeth Jackson.	1.50	\$300.00
11/29/05 Meeting with Elizabeth Jackson.	1.50	\$300.00
11/30/05 Meeting with Elizabeth Jackson.	1.50	\$300.00
12/07/05 Correspondence written to Department of Mental Health and Human Services re: Medicaid accident questionnaire; completion of Medicaid Accident Questionnaire.	1.00	\$200.00
12/12/05 Correspondence written to Doris Willingham re: Section 8 Housing.	.50	\$100.00
01/04/06 Meeting with Melvin and Elizabeth Jackson.	2.00	\$600.00

Subtotal		\$5,500.00
01/10/06 Meeting with Melvin and Elizabeth Jackson.	1.00	\$300.00
01/25/06 Correspondence to Doris Wannamaker, S.C. Housing Authority #3, Barnwell, SC re: monthly assistance amount.	.50	\$150.00
03/04/06 Meeting with clients.	3.00	\$900.00
03/08/06 Meeting with clients. (3 meetings)	10.00	\$3,000.00
03/09/06 Meeting with Mary Cramer re: Edisto Credit Union.	3.00	\$900.00
03/17/06 Meeting with Elizabeth Jackson.	1.00	\$300.00
03/30/06 Correspondence to Charles Williams re: Conflict of Interest.	1.50	\$450.00
04/09/06 Correspondence written to Thomas H. Brush, American General re: Request to Enter Premises owned by the Jackson's.	1.50	\$450.00
04/19/06 Correspondence to Thomas H. Brush re: American General's Request to Clean House.	.50	\$150.00
04/20/06 Meeting with Elizabeth Jackson.	1.50	\$450.00
05/02/06 Meeting with Elizabeth Jackson.	1.50	\$450.00
05/12/06 Receipt and Review of fax correspondence dated May 12, 2006 re: removal of lead from Brush Law Firm.	.25	\$75.00
05/12/06 Correspondence written to Judy A. King, Brush Law Firm re: cleaning the property.	.50	\$150.00
05/30/06 Meeting of Sumpter and Branch.	8.00	\$2,400.00
06/01/06 Meeting of Sumpter and Branch.	8.00	\$2,400.00
06/06/06 Meeting of Sumpter and Branch.	8.00	\$2,400.00
06/07/06 Meeting of Sumpter and Branch re: preparation of Complaint.	8.00	\$2,400.00
06/27/06 Research.	4.00	\$1,200.00
06/28/06 Research.	4.00	\$1,200.00
06/29/06 Research.	1.00	\$300.00
06/30/06 Meeting with Elizabeth Jackson; research and review of case file.	4.00	\$1,200.00
07/10/06 Meeting with Elizabeth Jackson.	1.00	\$300.00
07/19/06 Meeting with Elizabeth Jackson.	1.00	\$300.00
07/26/06 Meeting with Melvin and Elizabeth Jackson.	1.50	\$450.00
09/19/06 Research.	2.00	\$600.00
09/22/06 Research.	2.00	\$600.00
10/19/06 Meeting of Sumpter and Branch.	2.00	\$600.00
10/20/06 Meeting with Elizabeth Jackson.	1.00	\$300.00
10/26/06 Meeting of Sumpter and Branch.	3.00	\$900.00

10/26/06 Reviewed file and research.	1.00	\$300.00
10/27/06 Consultation with clients.	.50	\$150.00
10/31/06 Meeting with Mary Cramer re: Edisto Federal Credit Union.	.50	\$375.00
10/31/06 Phone calls to and from Elizabeth Jackson; consultation with Elizabeth Jackson.	1.25	\$375.00
11/01/06 Meeting with Jackson family.	.75	\$225.00
Subtotal		\$32,200.00
11/02/06 Meeting with Elizabeth Jackson.	1.00	\$300.00
11/03/06 Receipt and Review of correspondence from Oasis Legal Finance; phone calls to Oasis Financing re: application for pre-settlement monies to finance client's lawsuit; review proposed contract with Oasis and clients.	2.00	\$600.00
11/03/06 Phone call from Elizabeth Jackson.	.25	\$75.00
11/03/06 Receipt and Review of correspondence from Bonita Williamson, Oasis re: advance funding for lawsuit.	.25	\$75.00
11/08/06 - 12/07/06 Research and preparation of Complaint against numerous Defendants.	101.00	\$30,300.00
12/15/06 Phone calls to Dr. Kim A. Collins, MUSC Forensic Pathologists.	.50	\$150.00
12/20/06 Receipt and Review of fax from Dennis Livingston, lead paint expert.	.50	\$150.00
12/22/06 Receipt and Review of correspondence from Department of Health and Human Services re Medicaid payment for medical treatment for Madison Jackson.	.50	\$150.00
12/27/06 Research and drafting of Complaint.	6.00	\$1,800.00
01/02/07 Review of final draft of Complaint.	1.00	\$300.00
01/09/07 Meeting of Sumpter and Branch re Complaint.	3.00	\$900.00
01/16/07 Prepared and filed Summons and Complaint against corporate defendants (14 corporate defendants and Lisa Bearden).	1.00	\$300.00
01/16/07 Filed Amended Summons and Complaint re Jackson v. Lisa Bearden.	1.00	\$300.00
01/23/07 - 01/26/07 Meeting with clients.	20.5	\$6,150.00
01/26/07 Receipt and Review of correspondence from Charles E. McDonald, Jr. re Dupont, Inc.	.50	\$150.00
01/29/07 Meeting with Melvin and Elizabeth Jackson re case.	1.75	\$525.00
02/02/07 Phone call from T. Eugene Allen, II re representation of Edisto Federal Credit Union.	.25	\$75.00
02/03/07 Receipt and Review of correspondence Eugene T. Allen re representation of Edisto Federal Credit Union.	.50	\$150.00
02/06/07 Meeting of Sumpter and Branch re case.	1.00	\$300.00

02/06/07 Correspondence written to Charles McDonald, Jr. re Service of Summons and Complaint.	.50	\$150.00
02/07/07 Meeting of Sumpter and Branch re service issues of Dupont, et. al.	2.00	\$600.00
02/08/07 Meeting of Sumpter and Branch re service issues.	1.00	\$300.00
02/08/07 Receipt and Review of Defendant Lisa Bearden's Answer – Case No. 2007-CP-38-68.	.25	\$75.00
02/09/07 Receipt and Review of February 8 th correspondence from T. Eugene Allen, II re additional named Defendants.	.25	\$75.00
02/10/07 Receipt and Review of February 1 st correspondence from T. Eugene Allen, II re representation of Edisto Federal Credit Union.	.25	\$75.00
02/13/07 Correspondence to Dr. Arthur Kennedy re extension in Jackson v. FHC.	.50	\$150.00
02/14/07 Correspondence written to T. Eugene Allen, II re named Defendants and addresses.	.50	\$150.00
02/15/07 Review of Notice of Motion to Dismiss Defendant, Edisto Federal Credit Union – Case No. 2007-CP-38-68.	.50	\$150.00
02/16/07 Meeting of Sumpter and Branch.	4.00	\$1,200.00
Subtotal		\$110,075.00
02/16/07 Prepared and filed Reply to Defendant, Lisa Bearden's Answer – Case No. 2007-CP-38-68.	5.00	\$1,500.00
02/20/07 Review of signed Order, Extension of Time to Answer for Atlantic Richfield.	.25	\$75.00
02/21/07 Receipt and Review of FHC Answer to Jackson v. FHC Complaint.	2.00	\$600.00
02/22/07 Receipt and Review of correspondence from American General Finance's Motion to Dismiss.	.50	\$150.00
02/22/07 Receipt and Review of 02/21/07 correspondence from Charles Williams re Conflict of Interest.	.25	\$75.00
02/23/07 Receipt and Review of Order signed 02/04/07 by Judge Williams granting extension to file Answer; letter to Judge Williams from American Cyanamid Company and E. I. Dupont.	.50	\$150.00
02/23/07 Receipt and Review of Defendant's Sherwin Williams' Answer to Complaint (24 pages).	2.00	\$600.00
02/26/07 Receipt and Review of correspondence dated 02/22/07 re American Cyanamid's Request for Extension.	.25	\$75.00
02/26/07 Prepared, researched and filed Return to Defendant Edisto Federal Credit Union's Motion to Dismiss, Melvin Jackson, et. al. v. Lisa Bearden – Case No. 2007-CP-38-68.	5.00	\$1,500.00

02/27/07 Receipt and Review of Defendant Sherwin Williams Company's First Set of Interrogatories directed to Plaintiffs; First Set of Request for Production of Documents to Plaintiffs.	2.00	\$600.00
02/27/07 Receipt and Review of American General Finance, Inc.'s First Amended Motion to Dismiss and Motion to Compel Arbitration.	.50	\$150.00
02/28/07 Phone call / correspondence written to Dennis Livingston re expert testimony.	1.00	\$300.00
03/05/07 Sumpter and Branch conference re Sherwin Williams' discovery.	2.00	\$600.00
03/06/07 Sumpter and Branch conference re lawsuit.	2.00	\$600.00
03/08/07 Prepare and file return to Defendant American General Finance, First Amended Motion to Dismiss and Motion to Compel Arbitration.	7.00	\$2,100.00
03/09/07 Prepared and filed Plaintiff's Return to Defendant South Carolina State Housing Finance and Development Authority/housing Trust Fund's Motion to Dismiss.	2.00	\$600.00
03/13/07 Phone calls to and consultation with Vincent Papisoo/Carmine Desontes re application for pre-settlement monies to finance client's lawsuit; correspondence to Vincent Papisoo; consultation with Papisoo re advance funds for lawsuit; fax documents to Vincent Papisoo.	.75	\$225.00
03/13/07 Receipt and Review of email from District Court re case.	.25	\$200.00
03/19/07 Prepared and filed Reply to Defendant FHC's Answer.	4.00	\$1,200.00
03/20/07 Sumpter and Branch conference re lawsuit.	6.00	\$1,800.00
03/21/07 Sumpter and Branch conference re lawsuit.	6.00	\$1,800.00
03/21/07 Correspondence to Charles Williams re Rule 1.18 Duties to Prospective Clients; prepared Answer and Counterclaim to Plaintiff's Complaint (U.S. Bankruptcy Court – Case No. 07-800-53-dd).	5.00	\$1,500.00
03/26/07 Research market share liability against manufacturers of lead paint and lead pigment.	5.00	\$1,500.00
03/26/07 Mailed copy to JR Murphy.	.50	\$150.00
03/27/07 Receipt and Review of 03/27/07 correspondence re Rule 1.18 Duties to Prospective Client.	.25	\$75.00
Subtotal		\$238,275.00
03/28/07 Receipt and Review of Atlantic Richfield and American Cyanamid's Motion to Dismiss.	.50	\$150.00
04/02/07 Researched and prepared Return to Motions, Atlantic Richfield and American Cyanamid.	2.00	\$600.00
04/02/07 Research the dangers of lead, lead based Paint Resolution Act.	1.00	\$300.00

04/04/07 Prepared and Filed Return to Defendants Atlantic Richfield Co. and American Cyanamid Co.'s Motion to Dismiss.	1.00	\$300.00
04/04/07 Letter to Judge Williams re Motion/Order to Amend Complaint files of Motion with Court.	.50	\$150.00
04/05/07 Receipt and Review of Motion to Dismiss on behalf of Defendant E. I. Dupont, De. Nemours and Company; Receipt of Answer and Affirmative Defenses and the Motion to Dismiss on Behalf of Defendant E. E. Dupont De. Nemours.	1.50	\$450.00
04/00/07 Prepared Plaintiff's Answer to Local Rule 26.01 Interrogatories, Melvin Jackson, et. al. v. Lisa Bearden.	1.00	\$300.00
04/14/07 Receipt and Review of correspondence from Timothy M. Mckissock re First Set of Discovery Requests for Admissions and Second Set of Interrogatories.	1.00	\$300.00
04/14/07 Prepared Reply to Defendant Sherwin Williams' Answer and Affirmative Defenses.	1.50	\$450.00
04/23/07 Preparation and filing of Plaintiff's Return to Defendant's Atlantic Richfield Co. and American Cyanamid's Motion to Dismiss; Service of Plaintiff's Return to Atlantic Richfield Co. and American Cyanamid Co.'s Motion to Dismiss.	1.50	\$450.00
04/25/07 Receipt and Review of 04/23/07 correspondence from Timothy M. Mckissock, Sherwin Williams re pro hac vice application.	.25	\$75.00
04/27/07 Receipt of invoice from Bennie S. Sumpter, Sr.	.25	\$57000
04/27/07 Receipt and Review of Declaration of Richard G. Beregeron (11 pgs.)	2.00	\$600.00
04/27/07 Receipt and Review of Motion of Substitution of Attorney re Jackson v. Lisa Bearden, et. al. - Federal Court.	.50	\$150.00
04/27/07 Receipt and Review of Motion to Dismiss and Memorandum from Emory Clark v. Lisa Bearden (12 pgs.)	1.50	\$450.00
04/27/07 Receipt and Review of Notice of Removal from Emory Clark re Jackson v. Lisa Bearden, et. al. (14 pgs.)	2.00	\$600.00
04/30/07 Sumpter and Branch conference.	3.00	\$900.00
04/30/07 Receipt and Review of correspondence from American Cyanamid re pleadings.	.50	\$150.00
05/01/07 Sumpter and Branch conference.	3.00	\$900.00
05/01/07 Phone call to and from Timothy M. Mckissock re Request for Extension.	.25	\$75.00
05/03/07 Meeting with Elizabeth Jackson re case.	.25	\$75.00
05/03/07 Sumpter and Branch conference re lawsuit; Receipt and Review of 05/01/07 correspondence from Timothy M. Mckissock's Defendant, Sherwin Williams.	2.00	\$600.00
05/04/07 Sumpter and Branch conference re lawsuit.	6.00	\$1,800.00

05/09/07 Meeting with Elizabeth Jackson re case.	1.00	\$300.00
05/10/07 Sumpter and Branch meeting re case.	1.00	\$300.00
05/11/07 Correspondence to Timothy M. Mckissock, Nelson Mullin at Riley and Scarboueugh – Jackson, et. al. v. Lisa Bearden, et. al.	.25	\$75.00
Subtotal		\$544,050.00
05/11/07 Prepared Plaintiff's Answer to Defendant's Interrogatories to Sherwin Williams; prepared Responses to Defendant's Request for Production of Documents by Sherwin Williams.	20.00	\$6,000.00
05/15/07 Respond in Opposition to Motion to Dismiss by Atlantic Richfield.	1.00	\$300.00
09/09/08 Meeting with Sumpter and Dan Lunginbill	1.50	\$450.00
11/10/08 Sumpter and Branch meeting.	1.00	\$300.00
11/12/08 Sumpter and Branch meeting.	2.00	\$600.00
01/15/09 Sumpter and Branch meeting.	1.50	\$450.00
04/21/09 Meeting with Elizabeth Jackson.	2.00	\$600.00
04/22/09 Sumpter, Branch and Lunginbill meeting.	2.00	\$600.00
05/06/09 Sumpter and Branch meeting.	1.50	\$450.00
05/07/09 Sumpter and Branch meeting.	1.00	\$300.00
05/12/09 Sumpter and Branch meeting.	1.50	\$450.00
05/19/09 Sumpter and Branch meeting.	1.00	\$300.00
07/02/09 Meeting with Elizabeth Jackson.	1.00	\$300.00
07/16/09 Receipt and Review of email correspondence from Judge Williams to Judge Goodstein re complex case.	.25	\$50.00
07/17/09 Receipt and Review of documents from Randy Lowell.	.25	\$50.00
07/19/09 Receipt and Review of email from Randy Lowell re Defendant, South Carolina Housing and Trust.	.25	\$50.00
07/20/09 Prepare Jacksons for depositions.	2.00	\$600.00
07/22/09 Travel to and from Columbia for Jackson depositions.	6.00	\$1,200.00
07/23/09 Attend deposition of Niemeyer, Prikett, Mike Chappell.	4.00	\$1,200.00
07/24/09 Receipt and Review of email from South Carolina Housing and Trust re case.	.25	\$50.00
09/04/09 Attend Summary Judgment Motion argument in St. George.	4.00	\$1,200.00
09/21/09 Sumpter and Branch meeting.	1.00	\$300.00
02/14/10 Sumpter and Branch meeting.	2.00	\$600.00
02/18/10 Sumpter, Branch and Lunginbill meeting.	1.00	\$300.00
06/10/10 Meeting with Jacksons.	2.00	\$600.00

06/15/10 Sumpter and Branch meeting.	2.00	\$600.00
06/17/10 Meeting with Jacksons re case.	1.00	\$300.00
06/18/10 Meeting with Elizabeth Jackson.	.50	\$150.00
07/02/10 Sumpter and Branch meeting.	1.00	\$300.00
08/27/10 Prepared Motion for Termination and meeting with Jacksons re termination.	3.00	\$900.00
09/22/10 Sumpter and Branch meeting.	1.00	\$300.00
09/28/10 Sumpter and Branch meeting.	1.00	\$300.00
10/01/07 Meeting with Kelly West re: researching issues. Travel to and from Charleston.	4.00	\$1,200.00
Subtotal		\$1,109,450.00
10/11/10 Sumpter and Branch meeting.	1.00	\$300.00
10/13/10 Sumpter and Branch meeting.	1.00	\$300.00
10/14/10 Sumpter and Branch meeting.	1.00	\$300.00
11/01/10 Sumpter and Branch meeting.	1.00	\$300.00
11/02/10 Sumpter and Branch meeting.	1.00	\$300.00
11/08/10 Sumpter and Branch meeting.	1.00	\$300.00
11/17/10 Sumpter and Branch meeting.	1.00	\$300.00
11/18/10 Sumpter and Branch meeting.	1.00	\$300.00
11/19/10 Sumpter and Branch meeting.	1.00	\$300.00
Total		\$2,221,600.00

Make all checks payable to THE LAW OFFICE OF BELINDA DAVIS BRANCH
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

1 A. Correct.

2 Q. All right. And you did not petition for any costs
3 in the Bankruptcy Court after losing that issue?

4 A. No.

5 Q. Okay. In fact, had you done so isn't it true that
6 fees would not have been granted?

7 A. I don't know.

8 Q. Okay. Did you get any - did you petition the
9 Federal Court for any fees or anything like that after summary
10 judgment was granted to those defendants?

11 A. No.

12 Q. Okay. So basically what this action pared down to
13 is you had a single state action against a single defendant
14 which was Claflin Development?

15 A. Yes.

16 Q. Which I think it owned this property or it was a
17 house or something like that. At some point in time it was a
18 lead paint disclosure issue and eventually Claflin settled?

19 A. Eventually the Community Development Corporation
20 settled.

21 Q. Claflin Community Development Corporation settled?

22 A. Correct.

23 Q. Okay. Are you aware of the amount of that
24 settlement?

25 A. No. I'm not.

1 Q. Okay. It was produced to your counsel. The whole
2 case settled for --

3 A. Oh, yes. Yes. I am aware of this. Yes.

4 Q. -- \$5000.00. And I think we responded to you that
5 Ms. Berry did not even take a fee from that. Are you aware of
6 that?

7 A. I think you did respond. Someone responded. Yes.
8 Yes.

9 Q. All right. So basically the money went to the
10 Jacksons with the exception, I think, of a \$25.00 motion
11 filing fee that Ms. Berry had to file. That was it. So would
12 it suffice to say that you weren't very successful in your
13 lead paint case?

14 A. It would suffice to say.

15 Q. Okay. And you and the Jacksons came to a mutual
16 agreement to part ways on a case that had not been
17 successful?

18 A. We agreed to part ways.

19 Q. Okay. And not only did you undertake representation
20 of Melvin Jackson and Elizabeth Jackson, you were also
21 representing them as parents of minor children?

22 A. Correct.

23 Q. Okay. But you're not asserting any claim against
24 the minor children?

25 A. Yes.

1 minutes if you wish to discuss this. If not, I'm going
2 to treat this as a potential damages hearing on a
3 default. Apparently there is no answer. There's not one
4 on the public record, and he's made a motion for a
5 default so that's how we will proceed.

6 MR. OWEN: I understand, Your Honor.

7 THE COURT: Do you need five minutes or do you wish
8 to go forward and just turn this into a damages hearing,
9 if you like.

10 MR. SIMS: Your Honor, may I have a moment to confer
11 with my clients?

12 THE COURT: Yes, sir. You may talk about this
13 specific issue as far as that's concerned.

14 MR. SIMS: On the judgment, the default judgment?

15 THE COURT: Yes, sir. Not anything regarding her
16 testimony. We will be at ease for five minutes.

17 (Short break.)

18 BAILIFF: All rise.

19 THE COURT: Please be seated. Counsel, have you had
20 an opportunity to discuss this matter with each other?

21 MR. SIMS: Yes, ma'am. And right before you came in
22 I talked with one of my clients that may cause some
23 movement if I can get my other client to agree. I need
24 to ask her one question, if I could, just about how we
25 could resolve this.

1 THE COURT: Yes, sir. You may.

2 (Short break.)

3 THE COURT: Any progress, counsel?

4 MR. OWEN: No, Your Honor. We weren't able to
5 resolve it.

6 MR. SIMS: We made an offer and they rejected the
7 offer.

8 THE COURT: All right. So we'll proceed with this
9 hearing then as a damages hearing. It's been
10 acknowledged that no answer has been filed. You may
11 redirect your client, if you need to.

12 MR. SIMS: Are you through?

13 MR. OWEN: I would like to go back on plaintiff's
14 16, if I may.

15 THE COURT: Yes, sir.

16 BY MR. OWEN:

17 Q. All right. Ms. Branch, during the break, I just
18 handed you exhibit 16. I'm no math whiz but I sat down and I
19 tallied up your hours and you have got an eight page bill
20 there and I just totaled up every single page and it appears
21 to me, and you can correct me if you think I'm wrong, but on
22 page 1 it looks like about 23.75 hours. I'll give you a
23 calculator if you want to look at it.

24 A. Okay.

25 Q. All right. Page 2 I have got 87.25.

1 A. The hours begin at one hundred an hour. I'm looking
2 at the first page of five hours at a total of \$1000.00, two
3 hours 400, eight, nine, 950, 10, 13, 14, 15. From page 1 to 3
4 it says \$32,200.00. That would be the sub total. And then
5 another 30,000. That's 60,000. And then another 6000. And
6 then another sub total 110,000. Again, if the numbers don't
7 add up and it's incorrect, then I certainly stand to be
8 corrected. But both Ms. Sumpter and I did calculate it back
9 and forth, back and forth. So if you have a different figure,
10 then I would certainly take a moment to add it, you know, but
11 I did do that before.

12 Q. If you want to take a moment to add it up --

13 A. No. I stand behind what I submitted.

14 THE COURT: It's a court exhibit. The court can add
15 it up.

16 MR. OWEN: Okay. Your Honor, to save the Court's
17 time, my clients will be willing to confess to judgment
18 for the amount of this as tallied on here on the itemized
19 amount at the rates billed plus the costs and I think
20 under the complaint that would be the sum total of
21 damages.

22 THE COURT: That would be on exhibit number 16?

23 MR. OWEN: That would be on exhibit number 16. Yes,
24 Your Honor.

25 THE COURT: What is that amount again, Mr. Owen? Do

1 I need to recalculate it?

2 MR. OWEN: I would feel better if I had a calculator
3 with a tape. I'm using my cell phone.

4 THE COURT: Yes, sir.

5 MR. OWEN: But we would consent to whatever the
6 Court would tally out based upon the itemized hours set
7 forth in exhibit 16 and at the hourly rates, that being
8 \$200.00 per hour until January 4th of 2006 and then
9 \$300.00 per hour thereafter. Plus I think they have got
10 itemized costs in the amount of \$4920.00, I believe.

11 THE COURT: Mr. Sims.

12 MR. SIMS: Your Honor, I think he has -- What about
13 14 and 15? There were three itemized, and I think if I'm
14 correct that there were three separate bills given. One
15 for Federal Court one for Bankruptcy Court and one for
16 the initial case so there were three bills that she
17 testified to, 14, 15 and 16.

18 THE COURT: Right. 14 was for the State Court 15
19 was for Federal Court and 16 was for bankruptcy.

20 MR. SIMS: Yes.

21 MR. OWEN: And I would point the Court's attention
22 to Bankruptcy and Federal Court have a Rule 5C, that
23 there are attorney's fees incurred. They petitioned the
24 court for those fees within 30 days of the decision of
25 the court and that was not done. In fact, we would

1 stipulate that those fees were probably waived in their
2 failure to do that and request that.

3 THE COURT: So you're withdrawing your confession of
4 judgment on 16?

5 MR. OWEN: No. We'll do 16, I think, as State Court
6 action; is that correct?

7 THE COURT: No. That's the bankruptcy case. The
8 State Court is 14. 15 is Federal Court 16 is bankruptcy.
9 That's what my notes indicate. I may be wrong.

10 MR. OWEN: Bankruptcy. Yeah. We'll do Bankruptcy
11 and Federal Court. We would point - we would only
12 maintain that the -- That would be correct, since the
13 breach would be in the State Court action and we would
14 draw the Court's attention to the rates charged and the
15 itemization and hours actually billed because there
16 appears be to be huge math errors.

17 THE COURT: Mr. Sims.

18 MR. SIMS: Your Honor, I think that in order to
19 invoke rule 5C of the Federal Court it would have to be
20 pled as an affirmative defense. There is no affirmative
21 defense in the matter and, therefore, that cannot be
22 raised at this point because this is a damage hearing now
23 and would have to be taken into consideration as to
24 what's in the record at this point.

25 THE COURT: Here's what we can do. Do you have

6

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

DOCKET NO. 2016-002019

Appeal From The Orangeburg County
Court of Common Pleas

Honorable Maite Murphy
Civil Action No. 2014-CP-38-1603

RECEIVED
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SC Court of Appeals

Belinda Davis-Branch and Zipporah SumpterAppellants,

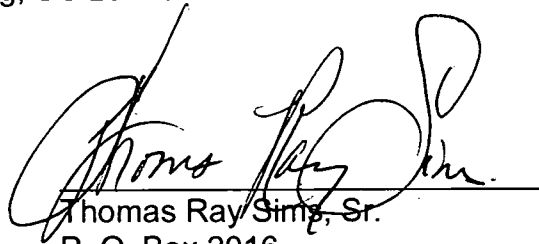
v.

Elizabeth Jackson, Melvin Jackson, individually and as parents of M., M., and M.
JacksonRespondents.

CERTIFICATE OF SERVICE

I, Thomas Ray Sims, Sr., an attorney, hereby certify that I have, on the date indicated below, served Counsel below with Appellants' RECORD ON APPEAL by delivering a copy of same to counsel at the following address:

Paul W. Owen, Jr., Esquire
P.O. Box 369 – 296 Green Street
Orangeburg, SC 29115



Thomas Ray Sims, Sr.
P. O. Box 2016
Orangeburg, South Carolina 29116
(803) 533-0017
Attorney for Appellants

November __9__, 2017