

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
William P. Keesley, Circuit Court Judge

Case No. 2012-CP-32-0342

RECEIVED
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SC Court of Appeals

Kay F. Paschal, ... Respondent/Appellant,

v.

Leon Lott, the Duly Elected Sheriff of
Richland County, South Carolina, ... Appellant/Respondent.

RECORD ON APPEAL - VOLUME III

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1 **MR. FRAWLEY:** I'm ready, Your Honor.

2 **THE COURT:** Mr. Moore, are you ready?

3 **MR. MOORE:** Yes, sir.

4 (The jury returns to the courtroom.)

5 **THE COURT:** All right. Thank you.

6 Call your next witness.

7 **MR. FRAWLEY:** May it please the Court. Your
8 Honor, we would like to call Ms. Joanna McDuffie,
9 who's the -- an assistant solicitor with the Fifth
10 Judicial Circuit.

11 **THE COURT:** Come around, please.

12 JOANNA MCDUFFIE,
13 having been duly sworn, testified as follows:

14 **THE CLERK:** If you'll have a seat and state
15 your name for the record.

16 **THE WITNESS:** Joanna McDuffie, M-C-D-U-F-F-I-E.

17 **MR. FRAWLEY:** May it please the Court.

18 **THE COURT:** Yes.

19 DIRECT EXAMINATION

20 BY MR. FRAWLEY:

21 **Q** Ms. McDuffie, you've just given your name. By
22 whom are you employed?

23 **A** I'm employed by the Fifth Circuit Solicitor's
24 Office.

25 **Q** Okay. In what capacity?

1 **A** I'm an assistant solicitor for Richland and
2 Kershaw Counties.

3 **Q** Okay. And by assistant solicitor, you're an
4 attorney; is that correct?

5 **A** That's correct.

6 **Q** All right. How long have you been with the
7 Fifth Judicial Circuit Solicitor's Office?

8 **A** Going on ten years.

9 **Q** Okay. How long have you been practicing law?

10 **A** Almost seven years.

11 **Q** Okay. So you were with them as a law clerk for
12 some period of time?

13 **A** That's correct.

14 **Q** Okay. Can you describe briefly for the jury
15 what your job duties are as an assistant solicitor
16 for the Fifth Judicial Circuit?

17 **A** As an assistant solicitor for the Fifth
18 Circuit, it's our job to prosecute cases of all
19 crimes that occur in Richland and Kershaw Counties.
20 We prosecute crimes that carry anything over 30
21 days, so, you know, resisting arrest all the way up
22 to homicide. I also supervise five other attorneys
23 in the office.

24 **Q** Okay. Do you have paralegals that work for
25 you?

1 **A** Yes.

2 **Q** Okay. Is part of your job duties to advise law
3 enforcement in the event that they have legal
4 questions?

5 **A** It is.

6 **Q** Okay. I mean, is that a frequent or infrequent
7 occurrence?

8 **A** It's multiple times a day every day.

9 **Q** Okay. Have you had occasion to speak with
10 Lieutenant Heidi Scott, who's now Heidi Jackson,
11 regarding a Richland County Sheriff's Department
12 investigation into Ms. Kay Paschal?

13 **A** Yes, sir.

14 **Q** Okay. Sitting here today, do you have an
15 independent recollection of those conversations?

16 **A** Somewhat, yes, sir.

17 **Q** Okay. Somewhat because you have several a day
18 with law enforcement, correct?

19 **A** Yes, sir.

20 **Q** All right. Can you recall what those
21 discussions -- to the extent you can recall, what
22 did those discussions involve?

23 **A** I had been involved in assisting the sheriff's
24 department in this case for some time at the point I
25 talked to Lieutenant Jackson, initially with the

1 death of Mr. Wallace, looking into that and then
2 into the financial aspects as well. And I'd met
3 with her to go over what the evidence was that the
4 sheriff's department had gathered at that point and
5 determined what, if any, charges could be made from
6 that evidence.

7 Q All right. Based on your review of that
8 evidence and your conversations with Lieutenant
9 Scott, had you reached a determination as to whether
10 there could be charges, whether that evidence would
11 support charges against Ms. Paschal?

12 A Yes, sir. We had gone through all of the
13 information, and it was incredibly voluminous.
14 There was a lot of information that Lieutenant Scott
15 had found in terms of Ms. Paschal's conduct and what
16 was done with Mr. Wallace's money.

17 And in going through that, there were charges
18 that could be made on the Richland County side, but
19 it was my opinion that we needed a little bit more
20 investigation into the exact amounts and being able
21 to prove those amounts before those charges were
22 made.

23 There was also the information that they had
24 received about the van that was purchased and the
25 forged power of attorney that was used in the

1 purchase of that van. And it was my opinion, and I
2 think I had told Lieutenant Jackson that, in my
3 legal opinion, I thought that that was the case at
4 this point, that was -- that there was probable
5 cause on and it was the way to proceed at that
6 point.

7 Q Okay. And the van purchase, was that -- was it
8 your understanding that that was a Richland County
9 component or a Lexington County component of the
10 investigation?

11 A When we had first discussed the case and gone
12 through in quite detail all of the information in
13 the case, I wasn't aware that it was in Lexington
14 County. Some time later, Lieutenant Jackson and I
15 met again and were going through it all again, and
16 that's when I learned that it was -- actually
17 occurred in Lexington County and not in Richland
18 County.

19 Q All right. And what, if any, recommendations
20 did you have for Lieutenant Jackson at that point?

21 A I told Lieutenant Jackson that, in my legal
22 opinion, that there was probable cause to proceed in
23 pursuing that charge and told her that, in my
24 opinion, there were multiple charges that could be
25 made, different crimes. And I probably listed off

1 four or six that I believed that she had probable
2 cause to pursue, but told her that because it
3 happened in Lexington County, it was best to consult
4 with them and see how they wanted to pursue those
5 charges or what combination of charges or how they
6 wanted to proceed in that matter.

7 Q Okay. And the -- that discussion you would
8 have had with Ms. -- or Lieutenant Jackson would
9 have been some time in late July of 2011? Well, let
10 me ask you this: After October 6, 2011, were you
11 still at work?

12 A No. I was on maternity leave, so it would have
13 been prior to that.

14 Q All right. So your discussions with her would
15 have been some time maybe between July and October
16 6th?

17 A Yes, sir.

18 Q Okay. Did you -- well, when you say -- refer
19 it to them, who's the "them" that you're talking
20 about?

21 A I don't know if I specifically said the
22 sheriff's department or the Solicitor's Office. I
23 was probably referring to the Solicitor's Office
24 because that's what happens normally. We tend to
25 get, more than you would think, cases that cross

1 over between Richland and Lexington County.

2 We also -- the city of Columbia happens to be
3 both in Richland County and Lexington County, and we
4 deal with them quite a bit. And so sometimes
5 they'll consult us about a case and we'll later
6 learn that it happened on the Lexington County side
7 of the city of Columbia. So usually --

8 **THE COURT:** Can you slow down a little bit?

9 **THE WITNESS:** I apologize.

10 Usually I refer them to the Solicitor's Office.

11 BY MR. FRAWLEY:

12 **Q** Okay. And this would be the Solicitor's Office
13 of the Eleventh Judicial Circuit or when you're
14 talking about the sheriff's department, you're
15 talking about the Lexington County Sheriff's
16 Department, correct?

17 **A** That's correct.

18 **Q** All right. Was there anyone in particular in
19 the Lexington County Sheriff's Department to whom
20 you referred her?

21 **A** No.

22 **Q** Okay. Were you aware, in any of these
23 discussions with Lieutenant Jackson, that there
24 was -- that she was any more vigorous in pursuing
25 this investigation than in other investigations with

1 which you dealt with her?

2 **A** No, absolutely not.

3 **Q** Were you aware that she had any preferential
4 treatment given the Wallaces in this case in her
5 investigation?

6 **A** No, absolutely not.

7 **Q** Were you aware of any animus or malice or bad
8 intent she appeared to have with Ms. Paschal?

9 **A** No, sir. I've never known Lieutenant Jackson
10 to have animus with anybody.

11 **MR. FRAWLEY:** Ms. McDuffie, I appreciate you
12 coming here. Please answer any questions Mr. Moore
13 has for you.

14 **THE COURT:** Cross.

15 CROSS-EXAMINATION

16 BY MR. MOORE:

17 **Q** Ms. McDuffie, let me ask you this question: I
18 believe you told us you went out on maternity leave
19 in October of 2011?

20 **A** Yes, sir.

21 **Q** When did you come back?

22 **A** Right after the first of the year in 2012.

23 **Q** Were you aware that some time in or about early
24 to mid October of 2011, Officer Scott, now Jackson,
25 did transfer the investigation of the Lexington

1 County portion of the case to Mr. Baumgardner in
2 Lexington County?

3 **A** No, sir, I wasn't. I had my child on October
4 the 6th, then she was in the Neonatal Intensive Care
5 Unit, so I would not have been reachable for most of
6 October.

7 **Q** I got to ask this question: Boy or girl?

8 **A** A little girl.

9 **Q** Is she okay now?

10 **A** She's perfect.

11 **Q** Great. So then the last thing that you recall
12 telling Officer Scott is to turn the Lexington
13 investigation over to Lexington County for
14 investigation?

15 **A** I don't think I told her to turn it over to
16 Lexington County for investigation. I think I told
17 her to call Lexington County and see how they wanted
18 to proceed. I was referring, in my mind, to the
19 Solicitor's Office, but the sheriff's office would
20 have been the same as well.

21 **Q** So what you recall telling her as the last
22 thing of advice you gave her was, Call Lexington
23 County and see how they want to proceed?

24 **A** Correct.

25 **Q** So it was your idea to have Ms. Scott call

1 Lexington County to see how she should proceed with
2 the Lexington County case?

3 **A** Yes, sir. It's -- and that's typically what I
4 do in these cases. I wouldn't want another
5 prosecutor determining what charges -- I was the
6 prosecutor taking the courtroom, so I wouldn't want
7 to do that to someone else.

8 You know, as I said earlier, there was a
9 combination of charges that I believed that there
10 was probable cause for. Some attorneys might choose
11 some charges over others, and so I didn't want to
12 make those decisions for another solicitor.

13 **Q** So what case there may or may not be probable
14 cause for would be up to the solicitor in Lexington
15 County, in Lexington County charges?

16 **A** Yes, sir. What charges would be submitted
17 would be up to them.

18 **Q** That would be the Lexington County's call?

19 **A** I mean, yes. Technically, law enforcement
20 doesn't need our approval before they obtain a
21 warrant or before they take action. Again, we
22 provide early legal assistance. They can get a
23 warrant, they can disregard our advice or they can
24 follow our advice, but I referred her to Lexington
25 to see what combination of charges. As I said, I

1 had told her that I believed that there was probable
2 cause for, I think, between four or six different
3 charges.

4 Q Did you ever advise Heidi Scott at the time to
5 go to a Lexington County Magistrate and sign an
6 affidavit on a warrant?

7 A No, sir. The extent of the advice I gave her
8 was to contact Lexington.

9 Q Did you ever tell Heidi Scott to go to
10 Lexington County and to sign an affidavit on a
11 warrant for forgery?

12 A Again, I told her that I believed that there
13 were four or six different charges that probable
14 cause existed for and it would be up to Lexington to
15 determine which of those charges to proceed on.

16 Q You've been in the Solicitor's Office for ten
17 years?

18 A Yes, sir.

19 Q Have you ever seen a forgery warrant executed
20 against somebody for zero dollars?

21 A Yes, Your Honor -- yes, sir. I'm sorry.

22 Q How many times have you ever seen that?

23 A The statute's actually called forgery no dollar
24 amount, and it's for cases when you can't attach a
25 dollar amount to something. So if you forge a high

1 school diploma, that's forgery no dollar amount.
2 Anything that there's a value to would be a
3 different forgery charge, but that's the actual
4 technical name of the charge.

5 **Q** I see. So when you do a warrant for forgery
6 when there's no indication that any money has been
7 misappropriated, you put zero dollars on there,
8 correct?

9 **A** It's not that no money has been
10 misappropriated. It's that a specific amount hasn't
11 been attached to it.

12 When I'm advising law enforcement, I always
13 like to give a criminal defendant the benefit of the
14 doubt in every case. So instead of -- you know, if
15 we can't ascertain the exact dollar amount at that
16 point, then forgery no dollar amount would be the
17 proper charge to charge.

18 **Q** Well, let me ask you this question: Has
19 anybody ever determined an amount of money, to your
20 knowledge, that Kay Paschal stole or is alleged to
21 have stolen from anybody?

22 **A** I believe that law enforcement has voluminous
23 records detailing information or detailing
24 allegations that Kay Paschal has taken that money.
25 Those cases have not been adjudicated as of yet.

1 **Q** Well, as of right now -- I'm going to show you
2 Exhibits 23 and 24. These appear to be the most
3 recent warrants, which were filed, apparently, back
4 in 2013. Those basically allege that zero dollars
5 has been misappropriated, correct?

6 **A** It's forgery no dollar amount. I don't believe
7 that it says that zero dollars had been
8 appropriated, but law enforcement did not attach a
9 dollar amount to these warrants.

10 **Q** Right. The name of the claim is forgery no
11 dollar amount, right?

12 **A** Correct. That's the statute.

13 **Q** That would be that statute where -- that's the
14 statute you were referring to where something has
15 been forged, like a high school diploma, but no
16 money's been misappropriated, correct?

17 **A** Or a power of attorney, and law enforcement
18 doesn't have an exact dollar amount to attach to it.

19 **MR. MOORE:** I see. Thank you, ma'am. No
20 further questions.

21 **THE COURT:** Redirect.

22 **MR. FRAWLEY:** No further questions, Your Honor.

23 **THE COURT:** Thank you. You may step down.

24 **THE WITNESS:** Thank you, Judge.

25 **THE COURT:** Call your next witness.

1 **MR. FRAWLEY:** Your Honor, I would like to call
2 Major Stan Smith, please.

3 **THE COURT:** Come around, please.

4 JAMES STANDIN SMITH,
5 having been duly sworn, testified as follows:

6 **THE CLERK:** If you'll have a seat and state
7 your name for the record.

8 **THE WITNESS:** It's James Standin Smith,
9 S-T-A-N-D-I-N, middle name.

10 **MR. FRAWLEY:** May it please the Court.

11 **THE COURT:** Yes, sir.

12 DIRECT EXAMINATION

13 BY MR. FRAWLEY:

14 **Q** Major Smith, how are you this afternoon?

15 **A** Fine, sir.

16 **Q** Major Smith, you've given your name. Will you
17 tell the jury by whom are you employed?

18 **A** I'm employed by the Richland County Sheriff's
19 Department.

20 **Q** And in what capacity?

21 **A** I am a supervisor in the Criminal Investigative
22 Division. I hold the rank of major. Basically, I
23 supervise, ultimately, all the detectives in the
24 Richland County Sheriff's Department's Criminal
25 Investigative Division.

1 Q And how many detectives is that?

2 A Narcotics also comes under my purview
3 technically, so it's probably upwards of 80. It
4 changes.

5 Q Some come in and some leave periodically,
6 correct?

7 A And some get transferred to other sections.

8 Q Okay. Can you describe briefly for the jury --
9 and you may have touched on it already -- your
10 duties and responsibilities as a major.

11 A Well, these days, it seems like I move piles of
12 paper a good bit on my desk, but I do supervise --
13 primarily, the cases that I get more involved in are
14 homicides and armed robberies, as far as having an
15 active role in investigations. I still get involved
16 in those to some degree.

17 Q Okay.

18 A And other matters come before me that require
19 administrative action and that kind of thing, and
20 that's where that paperwork comes into play.

21 Q Okay. What is your chain of command? In other
22 words, who is above you in your chain of command?

23 A I have a deputy chief that's above me, and he
24 answers to the sheriff.

25 Q Okay. And then as far as who is below you, is

1 Lieutenant Heidi Jackson in your chain of command
2 below you?

3 A She would be in my chain of command, working
4 directly for a captain, Captain Melton.

5 Q Okay. And Captain Melton is immediately
6 reportable to you?

7 A That's correct.

8 Q Okay. So Heidi Jackson is in your chain of
9 command, but you are not her direct supervisor?

10 A That's correct.

11 Q And let me ask you this: Do you know Heidi
12 Jackson's job title?

13 A Yes. She's a lieutenant assigned to the
14 Special Victims Unit, and her duties are varied.
15 She's responsible for victims, and all the
16 responsibilities with regard to crime victims. But
17 as a result of some training and some specialized
18 focus through her career, she became involved in
19 exploitation of vulnerable adult cases.

20 Q Okay. So when Richland County Sheriff's
21 Department gets an exploitation of vulnerable adult
22 case, do those typically get assigned to Lieutenant
23 then Scott, now Jackson?

24 A She has taken a lot of them, but that's not
25 always the rule. Captain Melton has worked on them,

1 but she does work on a good many of them, yes, sir.

2 Q Okay. So the fact that she worked on a
3 vulnerable adult case was not out of the purview of
4 her normal activities?

5 A No. That was in her purview at the time, yes,
6 sir, and still is.

7 Q Okay. Now, in 2011, February/March of 2011,
8 did you have occasion to be involved in the
9 investigation of Ms. Kay Paschal or at least the
10 assignment of the investigation of Ms. Kay Paschal?

11 A Yes. I was not involved in the active
12 investigation, other than actually fielded the call
13 from the Forest Acres Police Department wanting us
14 to become involved in the case.

15 Q Okay. Can you explain briefly to the jury how
16 you got that call, what the substance of the call
17 was, and then what ensued after that?

18 A I believe it was lieutenant -- then Lieutenant
19 Brian Henson with the Forest Acres Police Department
20 called me, as he would routinely do on matters that
21 we had shared a common interest. And in this
22 particular case, one of his detectives, I believe,
23 if my memory serves me correctly, was actually
24 related to Kay Paschal. And based on that relation,
25 they perceived that they had a conflict and they

1 probably did. And he asked me if we would take the
2 investigation over, and I agreed to it.

3 **Q** And you determined that the initial stage of
4 the investigation was Richland County, so the
5 Richland County Sheriff's Department did pick it up?

6 **A** Yes. Forest Acres is within the bounds of
7 Richland County.

8 **Q** Okay. For those of us who don't get across the
9 river.

10 **A** Right. It will be like Springdale and
11 Lexington County.

12 **Q** Okay. Now, how did that investigation get to
13 Heidi Scott?

14 **A** I contacted Captain Melton who, again, is the
15 captain under my supervision, and advised her that
16 -- about the request and asked her to either become
17 involved in it or have it assigned. And she
18 actually just then assigned Lieutenant then Scott.

19 **Q** All right. Did you assign another investigator
20 to assist her initially?

21 **A** Yes. I had my then lieutenant over Major
22 Crimes, Scott McDonald, assign Sergeant Kevin
23 Isenhoward to the aspects of it that may be -- may
24 be a homicide, a suspicious death, if you will.

25 **Q** Okay.

1 **A** So I was involved in that as well.

2 **Q** And Sergeant Isenhoward did investigate that,
3 and I think he testified to what extent he did
4 earlier, correct?

5 **A** Yes.

6 **Q** All right. Did you have, at any point in the
7 ensuing months, occasion to staff this case with
8 Lieutenant Scott or to provide any advice or
9 direction to her when she had questions?

10 **A** I don't remember ever talking to her about
11 specific questions regarding the evidence that she
12 was gathering. It did come to my attention that she
13 had consulted with Joanna McDuffie and that there
14 were some charges or some aspects of the case that
15 linked to some Lexington County activities.

16 And Joanna McDuffie, I believe, had advised her
17 that in lieu of some of the Richland County
18 investigation, still -- there was a lot of
19 documentation or boxes of documents, and it took a
20 good bit of time to do it. But there was an
21 incident in Lexington County that was more easily
22 defined, is my recollection, and she was advised to
23 confer with Lexington authorities and seek possible
24 charges with regard to that matter.

25 **Q** Okay. Do you have any knowledge of her

1 conferring with or referring the file to the
2 Lexington County Sheriff's Department? And if you
3 don't, that's fine.

4 **A** I remember her -- I believe I remember
5 correctly that she had tried to turn the case over
6 to Lexington County, and the detective was out on
7 leave, and it wasn't -- she wasn't getting a lot of
8 feedback from that detective.

9 And I believe, at that point in time -- I was
10 aware of the fact that, in past cases, that we had
11 actually signed arrest warrants and search warrants
12 in other jurisdictions without any problem. And I
13 advised her to seek advice from a personal friend of
14 mine, who happens to be a -- happened to be a deputy
15 solicitor over here in Lexington County at the time,
16 Dayton Riddle.

17 **Q** Dayton Riddle. Okay. I was going to ask you
18 who Dayton Riddle was. And Dayton Riddle is an
19 attorney whom you knew, correct?

20 **A** He used to be a Fifth Circuit Assistant
21 Solicitor years ago, and I knew him back when he was
22 with the Fifth Circuit Solicitor's Office because
23 I've been with Richland County about 30 years. And
24 I happened to have him in my cell phone, and I
25 contacted Dayton and told him that I had a detective

1 that was working a case and needed to confer with
2 him.

3 **Q** So he had Lieutenant Scott's name before
4 Lieutenant Scott actually called him?

5 **A** Yes. I called him as sort of an introduction.

6 **Q** Okay. Was Dayton Riddle a contemporary of
7 yours, because you know he just retired?

8 **A** Yes, sir, I guess that would be accurate.

9 **Q** All right. What, if any, involvement in this
10 case did you have after referring Lieutenant Scott
11 to Mr. Riddle?

12 **A** When the case was to be reassigned after the
13 initiation of this lawsuit, I was involved in the
14 assignment of the case to Captain Hughes.

15 **Q** Okay.

16 **A** And we actually sought the involvement of SLED
17 at that time as well.

18 **Q** Okay. Now, why did you seek the involvement of
19 SLED at that time?

20 **A** Because of any potential further jurisdictional
21 questions that may arise would have been solved by
22 the involvement of SLED.

23 **Q** Okay. So SLED's involved in the case in
24 Richland County now?

25 **A** They were involved initially.

1 Q Okay.

2 A And then Hughes wound up taking it from there.
3 I don't believe any additional jurisdictional issues
4 came up. And the charges that Captain Hughes
5 ultimately filed were based on -- was based on
6 evidence from Richland County.

7 Q All right. Let me ask you this: Are you aware
8 of any relationship between the Richland County
9 Sheriff's Department and David Wallace, the deceased
10 gentleman, or his adult children before or since the
11 beginning of this investigation?

12 A No, sir.

13 Q Are you aware of any relationship between
14 Lieutenant Heidi Scott and the Wallaces that would
15 have tainted her efforts in investigating this case?

16 A No, sir.

17 Q I mean, are you aware whether she knew them
18 before or had any special relationship with them?

19 A I'm certain that Heidi Scott had not heard of
20 the Wallaces prior to Captain Melton assigning her
21 to this case.

22 Q Okay. Are you aware of any animus or malice
23 anyone with the Richland County Sheriff's Department
24 has toward Kay Paschal?

25 A No, sir.

1 Q Do you know if Sheriff Lott knew the Wallaces
2 or was in any way impartial with regard to this
3 investigation?

4 A No, sir.

5 Q I mean, is he even involved in this
6 investigation as far as you know?

7 A He's in the courtroom now.

8 Q Okay. But as far as other than being here and
9 fixing to testify, do you know if he's been involved
10 at all in the day-to-day investigation?

11 A He was not involved in this case, no, sir.

12 Q That's why he has majors and lieutenants,
13 correct?

14 A He does.

15 Q Have you or anyone at your direction or that
16 you're aware of within the Richland County Sheriff's
17 Department directed Lieutenant Scott to investigate
18 this case any differently than she does every other
19 exploitation of vulnerable adult case that she's
20 investigated?

21 A Absolutely not.

22 Q Now, you mentioned that you were involved in
23 Captain Hughes being assigned to succeed Lieutenant
24 Scott in the investigation, correct?

25 A I was.

1 Q All right. One of the questions that's come up
2 is we have a counterclaim for abuse of process.

3 A Yes, sir.

4 Q Do you understand that?

5 A I do.

6 Q All right. When you assigned Captain Hughes --
7 I take it Captain Hughes isn't working for nothing.
8 He's being paid a salary?

9 A Yes. And, again, this case required extensive
10 man hours based on the amount of documentation that
11 had to be sorted and sifted through.

12 Q All right. When was Lieutenant Scott removed
13 from the case as lead investigator?

14 A It would have been subsequent to the lawsuit
15 being filed. I don't know the exact month.

16 Q Okay. Why? Did she do something wrong?

17 A No. We just felt like, at that point in time,
18 being that she was a named party in the lawsuit and
19 that we were going to continue with the
20 investigation of this case, that it was in her best
21 interest for another person to become involved in
22 it.

23 And I should say, at the same time, Captain
24 Hughes had just been recently reassigned back to the
25 Criminal Investigative Division, and he has a good

1 bit of expertise with regard to fraud and forgery
2 cases.

3 Q All right. So you removed Lieutenant Scott,
4 who, at the time this lawsuit was filed, the
5 investigation was about ten months old, from March
6 of 2011 to January of 2012?

7 A Yes, sir. I don't have the dates in front of
8 me.

9 Q Sure. Well, the jury's heard the dates. They
10 can make up their own mind on that.

11 But you removed the investigator who had been
12 on it and working it and knew it, and you had to put
13 a new investigator on it, correct?

14 A Yes.

15 Q To assimilate boxes of information?

16 A Yes. Of course, she assisted in advising him
17 as to her investigation to assist him.

18 Q Okay. All right. And at the time that Captain
19 Hughes spent assimilating that information, that's
20 duplicative, isn't it?

21 A It would be, yes, sir.

22 MR. FRAWLEY: Major Smith, I appreciate your
23 patience. Please answer any questions Mr. Moore may
24 have for you.

25 THE WITNESS: Yes, sir.

1 **THE COURT:** Cross.

2 CROSS-EXAMINATION

3 BY MR. MOORE:

4 **Q** Mr. Smith, as I understand it, everything that
5 Heidi Scott has done in this case has been reviewed
6 by you as her supervisor, correct?

7 **A** No, sir.

8 **Q** Have you reviewed anything that she's done in
9 this case?

10 **A** Well, that's a difficult question to answer.
11 Not in a detailed fashion, no, sir.

12 **Q** Well, have you reviewed the warrant that she
13 signed to have Kay arrested that was signed in
14 Lexington County?

15 **A** No. I know she signed warrants in Lexington
16 County. I have not reviewed those warrants.

17 **Q** Before she signed a warrant in Lexington County
18 which led to the arrest of this lady, did you
19 approve that?

20 **A** I approved her consulting with Dayton Riddle
21 with the Eleventh Circuit Solicitor's Office.

22 **Q** Right. And --

23 **A** Had he felt it was a bad idea or did not
24 approve it, then I would have advised her not to
25 have done it.

1 **Q** Do you know what Dayton Riddle actually advised
2 her to do?

3 **A** My understanding is he indicated that he didn't
4 have a problem with it, that she needed to run it by
5 the magistrate.

6 **Q** Sir, do you know that your friend, Dayton
7 Riddle, was taped by Lieutenant Scott without
8 telling him he was being recorded?

9 **A** No, sir, that's inaccurate. All calls from
10 Richland County Sheriff's Department landlines are
11 taped. You make it sound like it was a purposeful
12 act. That's not accurate.

13 **Q** Well, she called from a line that she knew was
14 being recorded, correct?

15 **A** Yes, sir, but she didn't -- my understanding is
16 she didn't call from that line for that expressed
17 purpose.

18 **Q** Well, she called from a line that she knew was
19 being recorded, and she didn't tell Dayton Riddle
20 that he was being recorded. You tell me that's not
21 a purposeful act. If it's not a purposeful act,
22 what is it?

23 **A** Well, the inference that you're making is that
24 it was deceitful in nature and she had some
25 nefarious plan, and I don't believe that's accurate.

1 Q Certainly it's fairly deceitful to record
2 somebody and not tell him he's being recorded, isn't
3 it?

4 A I disagree with you, Mr. Moore.

5 Q All right. Well, let me ask you this question:
6 When you told her to call Dayton Riddle for advice,
7 would you have expected her to follow Dayton
8 Riddle's advice?

9 A Certainly.

10 Q And assuming -- you never listened to that
11 conversation where Dayton was recorded, have you?

12 A I have.

13 Q When did you listen to the telephone
14 conversation last where Dayton Riddle was recorded
15 by Lieutenant Scott?

16 A It's been a number of months.

17 Q Do you recall that Dayton Riddle mentioned a
18 particular statute as presenting a potential problem
19 in that a person -- in regard to who can sign an
20 affidavit on a warrant?

21 A I recalled it when I heard it in here today.

22 Q Did you hear the tape today?

23 A No. I heard reference to that statute in
24 testimony; otherwise, I would not have recalled
25 that.

1 Q Now that you've heard it, you recall that
2 Dayton Riddle pointed that statute out to Lieutenant
3 Scott, correct?

4 A I believe that's accurate, yes, sir.

5 Q And he advised her to -- from the best you
6 recollect -- if it's not true, tell me.

7 A I'm sure you'll tell me.

8 Q Thank you, sir.

9 He advised her, did he not, that she -- he
10 should -- that she should raise the question with
11 Judge Whittle as to whether she could sign the
12 affidavit?

13 A I don't want to characterize it exactly without
14 hearing it again. I believe it was words to that
15 effect that he brought the statute to her attention.
16 And I haven't heard it in a while, and I understand
17 the jury did hear it, so -- within the last day or
18 so.

19 Q From the best of your recollection, is that the
20 gist of what Dayton told her?

21 A He referenced, I believe, a statute, yes, sir.

22 Q He also something like told her to discuss that
23 issue with Judge Whittle?

24 A I can't -- I can't testify to that.

25 Q Well, if he had told her, Hey, the statute's

1 here, it's okay with me if it's okay with Judge
2 Whittle, but discuss the issue with Judge Whittle,
3 you would have expected her to discuss the issue
4 with Judge Whittle before preparing and signing an
5 affidavit, wouldn't you?

6 A Well, you're asking me for my opinion, I guess.

7 Q I'm asking you what you would expect, sir, as
8 her supervisor --

9 A Well, that goes along with my opinion. And my
10 -- I would think that if he directed her to a
11 statute, that it would be a statute that the
12 magistrate would be aware of, particularly when this
13 particular statute is pertaining to a magistrate's
14 duties.

15 Q Well, did you send her to Dayton Riddle for
16 advice?

17 A I did.

18 Q When you sent her to Dayton Riddle for advice,
19 did you expect her to follow the advice issued by
20 your friend, Dayton Riddle?

21 A I believe she did.

22 Q My question is what you expected.

23 A Yes, sir. I expected her to. I testified to
24 that.

25 Q And if Dayton Riddle had advised her to discuss

1 the issue of whether she could or could not sign the
2 warrant with Judge Whittle, you would have expected
3 her to discuss that with Judge Whittle?

4 A If that was his specific direction.

5 Q Yes, sir. And that's what he told --

6 A Discuss the statute with Judge Whittle. And,
7 again, I don't know that that was what was said.

8 Q Assuming something like that was said, you
9 would have expected her to follow that directive,
10 wouldn't you?

11 A Well, she -- I believe, based on what I heard
12 in here today, she informed him that she was a
13 Richland County investigator, and I believe that's
14 the focus of that statute.

15 Q But that's not what I asked you, is it?

16 A Well, I'm answering it the best way I can.
17 That's not the answer you're wanting to hear.

18 Q No, sir. I simply want to know is if Dayton
19 Riddle had told her specifically to discuss an issue
20 with Judge Whittle before signing the warrant, you
21 would have expected her to do that?

22 A Well, by her informing him she was a Richland
23 County investigator, that addressed that issue.

24 Q I see.

25 A In my opinion.

1 Q Did you ever direct her to sign the affidavit
2 on a warrant in Lexington County?

3 A I directed her to consult with Dayton Riddle.

4 Q All right. Did you direct her to consult with
5 Dayton Riddle?

6 A I believe I just testified to that.

7 Q Did you ever advise her to sign a warrant
8 affidavit in Lexington County?

9 A I believe I answered that, sir.

10 Q Is the answer yes or no?

11 A I advised her to consult with Dayton Riddle.

12 Q At any point in time that you can recollect,
13 did you ever advise her that she should sign the
14 affidavit on a warrant in Lexington County?

15 MR. FRAWLEY: Your Honor, I believe that
16 question has been asked and answered at least three
17 times.

18 THE COURT: Agreed. Move on.

19 BY MR. MOORE:

20 Q Did you learn at some point that the charges
21 from Lexington County were dismissed at a
22 preliminary hearing?

23 A I heard a good bit about that preliminary
24 hearing, yes, sir.

25 Q And as a law enforcement officer -- you've been

1 doing this for how long?

2 A Off and on for 30 years.

3 Q Do you understand that a preliminary hearing is
4 basically a probable cause hearing?

5 A I do.

6 Q Do you understand that at a preliminary
7 hearing, a magistrate can either bind the case over
8 for prosecution or dismiss it for lack of probable
9 cause?

10 A I do understand that.

11 Q And you understand that this case was dismissed
12 by the magistrate in Lexington County?

13 A Yes, sir, but I also understand there were some
14 unusual practices at that preliminary hearing that
15 aren't normal as well.

16 Q Well, that would basically be the fact that
17 someone else was asked to testify by the court,
18 correct?

19 A Someone else was asked to testify by you.

20 Q Yes, sir. And of course --

21 A And the magistrate allowed it.

22 Q Right. And the magistrate is the judge. What
23 he allows goes, right?

24 A Well, it went -- on that day, it did, yes, sir.

25 Q As a matter of fact, after Detective

1 Baumgardner testified at the preliminary hearing and
2 it was dismissed, you actually made some calls to
3 the sheriff's department in Lexington County wanting
4 an explanation about what went on?

5 **A** I actually got a phone call -- that's
6 inaccurate. I actually got a phone call from a
7 counterpart of mine at Lexington County saying that
8 one of my detectives had been poorly treated by you
9 in a prelim.

10 **Q** Right.

11 **A** And was concerned about her welfare. And I
12 checked on that, yes, sir.

13 **Q** Poorly treated by, in effect, being
14 cross-examined?

15 **A** No, sir. I believe it was a little more than
16 that.

17 **Q** Well, let's talk about more than that. One
18 thing is for certain, whatever happened, the judge
19 in Lexington County, the magistrate, dismissed the
20 case at the preliminary hearing, didn't he?

21 **A** That's my understanding, yes, sir.

22 **MR. MOORE:** Yes, sir. I have no further
23 questions. Thank you, Your Honor.

24 **THE COURT:** Redirect.

25 **MR. FRAWLEY:** Please, Your Honor.

1 **THE COURT:** Yes, sir.

2 REDIRECT EXAMINATION

3 BY MR. FRAWLEY:

4 **Q** Major Smith, I understand you hadn't listened
5 to this telephone conversation for several months,
6 but do you understand that the statute that is being
7 discussed here is S.C. Code Ann. Section 22-5-110?

8 **A** Yes, sir. It's a statute that deals with
9 acting under the authority.

10 **Q** Right. The statute that is directed to the
11 magistrate.

12 **A** Yes, sir.

13 **Q** All right. Now, the jury has listened to that
14 tape, and they will probably listen to it again.
15 And we have introduced into evidence a transcript of
16 that conversation as Defendant's Exhibit Number 8,
17 which has everything that was said in that
18 conversation.

19 **A** Yes, sir.

20 **Q** And the jury can look at that to see if Section
21 22-5-110 or the numbers 22-5-110 even appear in the
22 context of that conversation.

23 **A** Yes, sir.

24 **Q** Okay.

25 **A** Yes, sir.

1 **Q** Let me ask you this: You mentioned that there
2 was a part of that preliminary hearing that was not
3 normal. And Mr. Moore said, You mean the part where
4 the court asked someone else to come in and testify?

5 **A** Yes, sir.

6 **Q** And then you mentioned, No, you did. What did
7 you mean by that?

8 **A** My understanding is Mr. Moore had, if you will,
9 inappropriately subpoenaed a witness to the prelim,
10 which I understand is against the rules.

11 **MR. MOORE:** Your Honor, I would object to that
12 as calling for a legal conclusion on the part of the
13 witness. There's nothing against the rules at all
14 about that. He's issuing an opinion now as a
15 lawyer.

16 **THE COURT:** Do you wish to be heard?

17 **MR. FRAWLEY:** We had people all day yesterday
18 issuing legal opinions as to 22-5-110, Your Honor.

19 **THE COURT:** Did I have an objection to rule on?

20 **MR. FRAWLEY:** No, sir, I don't believe you did.
21 Your Honor, I'll withdraw that question, and
22 I'll approach it from a different direction.

23 **THE COURT:** I mean, I can get into explaining
24 whether or not it's permissible in a preliminary
25 hearing, but that --

1 **MR. FRAWLEY:** I don't need to get into that.

2 **THE COURT:** -- and he can be cross-examined
3 about the basis of his knowledge.

4 If -- just disregard that statement by the
5 witness, ladies and gentlemen.

6 Pose your question again.

7 BY MR. FRAWLEY:

8 **Q** Okay. I'll withdraw that question and that
9 answer. And let me ask you this: Is it -- and
10 Detective Baumgardner testified yesterday -- is it
11 usual or unusual in your experience, your 30 years'
12 experience in law enforcement, that at a preliminary
13 hearing, the defendant's attorney subpoenas a law
14 enforcement officer?

15 **A** I've never seen it --

16 **Q** Okay.

17 **A** -- until that day.

18 **Q** Would it surprise you to know that yesterday
19 when I asked Detective Baumgardner the same
20 question, he said it had never happened before
21 that --

22 **A** That would not surprise me in the least.

23 **MR. FRAWLEY:** All right. Thank you, sir.

24 **THE COURT:** Anything else of this witness?

25 **MR. MOORE:** No, sir, Your Honor.

1 **THE COURT:** Thank you, sir. You may step down.

2 Do you have any other witnesses?

3 **MR. FRAWLEY:** Your Honor, I would like to call
4 Sheriff Leon Lott of the Richland County Sheriff's
5 Department.

6 **THE COURT:** Come around, please.

7 LEON LOTT,
8 having been duly sworn, testified as follows:

9 **THE CLERK:** If you'll have a seat and state
10 your name for the record.

11 **THE WITNESS:** Leon Lott.

12 **MR. FRAWLEY:** May it please the Court.

13 **THE COURT:** Yes, sir.

14 DIRECT EXAMINATION

15 BY MR. FRAWLEY:

16 **Q** Sheriff Lott, you are the duly-elected Sheriff
17 of the County of Richland, State of South Carolina;
18 is that correct?

19 **A** That's correct.

20 **Q** All right. How many officers and deputies are
21 under your command, if you can say today?

22 **A** We have approximately 900 people employed at
23 the sheriff's department and 800 of them being cops.

24 **Q** Okay. And you have a chain of command in your
25 organization, correct?

1 **A** That's correct.

2 **Q** All right. Who is -- is Major Smith, who has
3 just testified, is he in your chain of command?

4 **A** That's correct.

5 **Q** All right. Is there someone between you and
6 Major Smith?

7 **A** We have a deputy chief over the Criminal
8 Investigative Division, Dave Wilson.

9 **Q** Okay. And then Major Smith. And Major Smith
10 has other officers and deputies below him, correct?

11 **A** That's correct.

12 **Q** All right. Is Lieutenant Heidi Jackson,
13 formerly Lieutenant Heidi Scott, in that chain of
14 command below lieutenant -- or below Major Smith?

15 **A** That's correct.

16 **Q** Okay. Now, can you give a ballpark idea of how
17 many criminal investigations are going on in your
18 department at any one time?

19 **A** No.

20 **Q** It's too many for you, yourself, to --

21 **A** Hundreds.

22 **Q** -- keep track of?

23 **A** Hundreds.

24 **Q** Okay. That's delegated to your officers and
25 people in your chain of command, correct?

1 **A** That's correct.

2 **Q** That's their job, correct?

3 **A** That's correct.

4 **Q** Sheriff Lott, have you, at any time in this
5 case regarding Kay Paschal, directed Major Smith or
6 any of the officers or investigators under his
7 command to treat this case any differently than any
8 other investigation that they have?

9 **A** I have not.

10 **Q** Now, even though you're named in your official
11 capacity in this lawsuit, there was some testimony
12 yesterday about you possibly knowing the Wallaces or
13 knowing a fellow named Mickey Finns -- or Johnny
14 Finns. Do you know the Wallaces?

15 **A** Not to my knowledge. I know Johnny Finns.

16 **Q** Okay. Who's Johnny Finns?

17 **A** Johnny Finns and I attended the police academy
18 together in 1976.

19 **Q** Okay.

20 **A** He runs a pawnshop. He got out of law
21 enforcement, owns a pawnshop in the city of
22 Columbia, and we've been friends since then.

23 **Q** Okay. And prior to becoming Sheriff, you
24 worked in investigations for some -- a long period
25 of time after that, didn't you?

1 **A** I've been a police officer for 39 years.

2 **Q** Yes, sir.

3 Do you know or did you meet David Wallace or
4 his children, Jeffrey Wallace or Elizabeth Wallace,
5 through Johnny Finns that you can -- that you're
6 aware of?

7 **A** I was advised yesterday that there was
8 testimony concerning that. So I called Mr. Finns
9 last night and asked, Do I know Mr. Wallace? He
10 told me that 25 --

11 **MR. MOORE:** Objection to hearsay.

12 **THE WITNESS:** Twenty-five --

13 **THE COURT:** Hold on a second. You can't say
14 what somebody else said.

15 **MR. FRAWLEY:** I'll ask it a different way, Your
16 Honor.

17 **THE COURT:** Okay.

18 BY MR. FRAWLEY:

19 **Q** After your discussion with Mr. Finns, did you
20 have an understanding as to whether you knew David
21 Wallace or anyone with his family?

22 **A** We were in a wedding together 25 years ago.

23 **Q** Any more recent contact that comes to mind?

24 **A** None whatsoever.

25 **Q** Any reason why your being in that wedding 25

1 years ago would give you or your department any
2 reason to treat the investigation of Kay Paschal any
3 differently than you normally would?

4 **A** None whatsoever.

5 **Q** Are you aware of any animus or malice that
6 anyone in your sheriff's department bears toward Kay
7 Paschal that would in any way color their
8 investigation?

9 **A** None whatsoever.

10 **Q** Do you even know who Kay Paschal is?

11 **A** No, I don't.

12 **Q** Are you aware of the Richland County Sheriff's
13 Department having any ulterior motive in
14 investigating and prosecuting the criminal charges
15 pending against Kay Paschal?

16 **A** No.

17 **Q** Now, we have raised a counterclaim on behalf of
18 the sheriff's department against Ms. Paschal for
19 abuse of process; do you understand that?

20 **A** Correct.

21 **Q** Do you understand that abuse of process is
22 using a process improperly with ulterior motives?
23 You understand that?

24 **A** Correct.

25 **Q** Are you aware of any ulterior motives that you

1 or your department or any of your investigators have
2 for bringing this action or pursuing the
3 investigation against Ms. Paschal?

4 **A** None.

5 **Q** Let me ask you this: Has the fact that
6 Ms. Paschal has filed a lawsuit against your
7 investigator initially, individually, and against
8 your department, has that fact in any way
9 intimidated you or your department or quelled the
10 investigation?

11 **A** No, it hasn't.

12 **Q** Will it?

13 **A** No.

14 **MR. FRAWLEY:** No further questions. Thank you,
15 sir.

16 **THE COURT:** All right. Cross-examination.

17 CROSS-EXAMINATION

18 BY MR. MOORE:

19 **Q** Sheriff Lott, where have you been this whole
20 week while this case has been progressing?

21 **A** In Richland County working.

22 **Q** Now, you're a party to this action, correct?

23 **A** That's what I understand, yes.

24 **Q** So the decision not to be here, while we've all
25 been here, basically has been yours?

1 **MR. FRAWLEY:** Your Honor, he's been sued in his
2 official capacity. We had a representative of his
3 sheriff's department here all week.

4 **THE COURT:** Anything else?

5 **MR. MOORE:** No, sir.

6 **THE COURT:** There's no purpose in this line of
7 questioning.

8 **MR. MOORE:** Thank you, Your Honor.

9 **THE COURT:** Disregard it, ladies and gentlemen.

10 BY MR. MOORE:

11 **Q** Do you have any power to deputize anybody in
12 Lexington County?

13 **A** No.

14 **Q** What is the jurisdiction -- what is your
15 jurisdiction?

16 **A** Richland County.

17 **Q** Do you have any jurisdiction that you know of,
18 other than hot pursuit, in Lexington County?

19 **A** We have a multi-agency agreement with Lexington
20 County Sheriff's Department that allows officers
21 from Lexington County to work in Richland County,
22 Richland County officers to work in Lexington
23 County.

24 **Q** That's basically a drug agreement, correct?

25 **A** No, sir. It's interagency agreement. It

1 covers more than drugs.

2 Q It's basically one of those where it's a backup
3 agreement where if there's an emergency, they can
4 come over, correct?

5 A It's temporary transfer of officers to be able
6 to work different type cases.

7 Q A temporary transfer agreement basically is
8 done one officer at a time, correct?

9 A No, sir.

10 Q There was never any temporary transfer
11 agreement that applied to Heidi Scott working in
12 Lexington County, was there?

13 A I don't know.

14 Q You don't know of any such?

15 A I don't know if that existed or not. I can't
16 answer one way or another.

17 Q All right. Now, would you agree that, in this
18 case, the actions of Heidi Scott were done in her
19 course of her job working for your agency?

20 A That's correct.

21 Q I want to talk about this counterclaim that was
22 filed. Was it your idea to file the counterclaim?

23 A No, sir.

24 MR. FRAWLEY: Objection, Your Honor. It
25 doesn't matter whose idea it was. I'm representing

1 the sheriff's department, and it was done on my --
2 with my actions. I filed it as their attorney.

3 **THE COURT:** Do you wish to be heard?

4 **MR. MOORE:** No, sir.

5 **THE COURT:** Sustained.

6 BY MR. MOORE:

7 **Q** As I understand it, what you basically have
8 done then, you have sued Kay Paschal for suing you?

9 **A** The attorneys for the Richland County Sheriff's
10 Department has.

11 **Q** That's the basic {sic} of the lawsuit.
12 Basically, they sued Kay for suing you?

13 **A** That's my understanding.

14 **MR. MOORE:** All right. Thank you very much,
15 Your Honor.

16 **THE COURT:** All right. Anything else for the
17 witness?

18 **MR. FRAWLEY:** No further questions, Your Honor.

19 **THE COURT:** Thank you, Sheriff. You may step
20 down.

21 Do you have any other witnesses?

22 **MR. FRAWLEY:** That's our case. Defense rests,
23 Your Honor.

24 **THE COURT:** Thank you.

25 Is there any reply testimony?

1 **MR. MOORE:** No, sir, Your Honor.

2 **THE COURT:** All right. Ladies and gentlemen,
3 you now have all the evidence you're going to have
4 to decide the case. And there are two stages that
5 remain, the closing arguments of the attorneys and
6 the charge. The charge is the part where I tell you
7 the law.

8 We're under instructions we're not supposed to
9 go into those next two stages after four o'clock
10 absent some emergency, which doesn't exist here. So
11 even though I told you about three days was the
12 estimate on the trial and we're past that, what
13 would happen if you were to stay here is that I
14 would have to go over legal issues with the
15 attorneys now that all the evidence is in, and it
16 would take at least as long as the other break did.
17 So you wouldn't even hear the closing arguments till
18 probably 6:00 or so. So we're going to start in the
19 morning. I want you here --

20 (Pause.)

21 **THE COURT:** All right, folks, not that anybody
22 really cares, and I'm not really complaining, but
23 just so you understand, judges in South Carolina
24 have the highest workload of any judges in the
25 United States, in any territories of the United

1 States, and we have less judges per capita than any
2 other state or territory in the country. So we have
3 to schedule things -- and we're on the bench more
4 than any other judges in any other territories or
5 any other states. So we have to schedule things
6 around what we think the schedule is going to be.

7 And I apologize to you. I thought the case
8 would be over before now. It doesn't mean anything
9 -- I'm implying anything, that's just how long it
10 took to try the case. It's not unusual that the
11 estimates proved to be wrong one way or the other.

12 The lawyers and I are going to stay here.
13 We're going to discuss these legal issues that I
14 have to discuss with them. We're going to cover all
15 of that. I'm going to send them what I intend to
16 tell you about the law. I'm going to come here in
17 the morning, I'm going to hear those two matters I
18 have to hear, and I'm going to discuss with them
19 these things that I have let them know about because
20 I have to let them have an opportunity to know what
21 I'm about to tell you.

22 As soon as I can get you out here, I will get
23 you out here, and you will hear the closings of the
24 attorneys. I need you here at 10:00 just in case
25 everything goes smoothly, but I'm going to put the

1 same caveat I put on you about lunch: It may take a
2 little bit longer than 30 minutes for me to do those
3 three things. Okay? But we'll stay here tonight,
4 and we'll do as much as we can tonight.

5 I need you here at 10:00 a.m. I hope you have
6 a pleasant evening. Look to see you then. Don't
7 discuss the case.

8 (The jury was excused for the day.)

9 **THE COURT:** Motions? Do y'all have any
10 motions?

11 **MR. MOORE:** Yes, Your Honor. First of all, I
12 would like to make a motion for a directed verdict
13 and involuntary nonsuit as to the counterclaim on
14 two bases: One basis would be that there has been
15 no proof of any damage that would be quantifiable in
16 any way. There's no proof as to how much money
17 would have to be spent to bring somebody up to
18 speed. There's no proof as to the salaries of the
19 two officers. There's been no proof as to how much
20 additional work was necessary. There's been no
21 proof of any emotional damage on behalf of Leon
22 Lott, as Sheriff of Richland County. There's been
23 no proof of any type of damage at all that would be
24 quantifiable or subject to a number.

25 The other ground would be on the authority of

1 Russell versus Risher.

2 THE COURT: Did you say Risher?

3 MR. MOORE: Yes, sir. I'm sure the Court
4 remembers Norma Russell and Sylvia Risher.

5 THE COURT: I'm familiar with Edgefield
6 politics, but that's about the extent of it.

7 MR. MOORE: Your Honor, this is one of the most
8 famous cases ever in Lexington County. It's a 1978
9 decision. You basically had Norma Russell suing
10 Sylvia Risher. Ms. Russell at that time was in the
11 House, and Ms. Risher was in, I believe, the Clerk
12 of the House. And Lewis Cromer represented
13 Ms. Russell, and Kermit King represented Sylvia
14 Risher. And they tried the case. And they
15 basically came to the very well-reasoned decision
16 that you can't sue somebody for suing you.

17 They basically says {sic}, The mere
18 commencement of a civil action by the service of a
19 summons, as required by the Code, cannot amount to
20 the tort known as abuse of process, which is the
21 malicious misuse or perversion of the process for an
22 end to lawfully warrant -- warranted by it.

23 Here, the on -- the process was used only for
24 the conditional purpose of obtaining jurisdiction of
25 the defendant in a civil action. The case if -- I

1 probably ought to just hand it -- instead of me
2 reading to the Court, I can basically allow the
3 Court to read it, but --

4 **MR. FRAWLEY:** Your Honor, what is the cite on
5 that case, please?

6 **THE COURT:** It's 272 S.C. 182, 249 S.E.2d 908.
7 It's a 1978 case.

8 **MR. FRAWLEY:** Thank you, Your Honor.

9 **THE COURT:** He's got two copies of it. Do you
10 have a copy? Do you want to see it?

11 **MR. FRAWLEY:** If I could briefly, Your Honor.

12 **MR. MOORE:** I did make a copy for -- I'm sorry.
13 I didn't give Pat a copy.

14 **THE COURT:** Well, actually it's three copies.

15 **MR. FRAWLEY:** Oh, there's three copies? Okay.
16 I only need one then. I'll give one to Jahue.

17 **MR. MOORE:** Sure. My bad. I gave Judge all
18 three.

19 **THE COURT:** Before you get into that, though,
20 can you address the damages? I mean, how would a
21 jury award damages other than pure speculation?

22 **MR. FRAWLEY:** I think -- I think -- and I agree
23 with him because they have the same deal. They
24 don't have any quantifiable numbers either. So
25 we'll be glad for our abuse of process to go away,

1 but their's going to have to go away for the same
2 reason. They don't have any damages -- any
3 quantifiable damages. So I -- I mean, I'll agree --

4 **THE COURT:** Well, I'll rule on the issue before
5 me. There is -- the jury's left purely to speculate
6 about the damages that the sheriff's department
7 claims is a result of abuse of process. If there
8 were anything in the record about the salary of the
9 officials, the extra time that was incurred, aside
10 from the mere statement that there was extra time
11 incurred, any -- I mean, it's obvious that the
12 sheriff's department had to defend the lawsuit.
13 There's no indication about the attorney's fees.
14 It's obvious that the sheriff's department had to
15 have people involved in spending time, not only
16 those who have been here in the courtroom, but in
17 preparation for defending the lawsuit.

18 So, I mean, I'm not questioning that. The
19 thing is that the jury can do nothing more than
20 speculate about it, and that's not permissible. So
21 the counterclaim for abuse of process is dismissed
22 on that ground.

23 **MR. MOORE:** And, Your Honor, we would make then
24 a motion for a directed verdict as to liability on
25 the ground of malicious prosecution and on the

1 ground of abuse of process based upon the authority
2 that we have presented the Court in support of our
3 request to charge. We think that you have a case
4 which, undisputably, has been dismissed by virtue of
5 a finding of no probable cause. It has
6 been conclusively --

7 **THE COURT:** Well, that's your statement. But
8 go ahead.

9 **MR. MOORE:** Your Honor, it's --

10 **THE COURT:** You -- listen, I've got a lot of
11 problems, but deafness is not one of them. I can
12 hear pretty well. And I've heard you tell me that
13 the only way the magistrate can dismiss it under
14 Rule 2 is for lack of probable cause.

15 And I've heard Mr. Frawley tell me that if you
16 read the transcript of that proceeding, you'll see
17 that when the motion was made to dismiss it for lack
18 of probable cause, it was denied. And I've heard
19 him tell me that you made a motion then to dismiss
20 for jurisdiction -- lack of jurisdiction and it was
21 -- and he -- and the judge said, I'm going to
22 dismiss it.

23 There is no clear indication to me as to what
24 ground the judge dismissed it on. And if the judge
25 was wrong, he was wrong. But that doesn't change

1 the fact that he may have dismissed it for some
2 other reason in his mind. Whether he had the
3 authority to dismiss it on jurisdiction, which I --
4 again, that will take a lot of research -- is
5 neither here nor there.

6 But, Mr. Moore, I'm sorry. I interrupted you.
7 Go ahead.

8 **MR. MOORE:** Well, that's fine, Your Honor. I
9 just appreciate the courtesy of you listening to me,
10 and I mean that. I just -- Your Honor, I believe
11 that Mr. Frawley has said lots of things in
12 argument, but, of course, Mr. Frawley objected to
13 the actual introduction of the transcript, indicated
14 that he was going to object to it and would not
15 tolerate it, so it was not offered and is not in the
16 record.

17 **MR. FRAWLEY:** That's not what I said, but go
18 ahead.

19 **MR. MOORE:** As -- one thing is for certain, the
20 transcript of that is not in the record, and the --
21 we believe the arguments of counsel are not
22 evidence.

23 Sometimes I think I am deaf because I don't
24 hear things, but from what I can gather, I believe
25 that everyone who testified, who was asked the

1 question, indicated the case was dismissed at the
2 preliminary for lack of probable cause. I could be
3 wrong about that, but I think they all did.

4 **THE COURT:** Well, whether they did or they
5 didn't, you're asking me to make a legal ruling.
6 But go ahead.

7 **MR. MOORE:** Thank you, sir.

8 I'm simply saying, Your Honor, if it is
9 undisputed in the record that it was dismissed for
10 lack of probable cause and the -- Ms. Scott has
11 testified that the case is permanently ended because
12 it's not going to the grand jury, it would seem to
13 me that all of the elements for malicious
14 prosecution have basically been met, especially when
15 combined with the fact that Ms. Scott apparently
16 signed an affidavit, which she had been instructed
17 to be careful about and to discuss with a
18 magistrate, which apparently she didn't have the
19 authority to sign, and did not follow the
20 instructions of the solicitor and went ahead and
21 signed it anyway.

22 Considering the fact that she was told by
23 another solicitor in Richland County to have the
24 matter investigated by Lexington County, took it
25 back, chose not to do so, and then signed an

1 affidavit we don't think she had the authority to
2 sign, and prosecute the case which -- prosecuted the
3 case making allegations, as she testified to, that
4 when she made the allegations as to the legal
5 conclusions, she did not even understand what the
6 words she was using meant. And she did say that,
7 Your Honor, I believe.

8 That being the case, it would appear that she
9 has sworn to things in an affidavit which she did
10 not know to be true when she swore to them or at
11 least did not understand what they meant; she
12 apparently has sworn an affidavit as lawful that she
13 couldn't sign; she did not take the appropriate
14 precautions as instructed by both solicitors; did
15 not go over the issue with the Solicitor's Office;
16 and the case, according to what we believe the
17 record shows, was dismissed at the preliminary for
18 lack of probable cause, we believe that we have made
19 forth a case of malicious prosecution as a matter of
20 law.

21 Additionally, Your Honor, we'd move for
22 directed verdict on the abuse of process, in effect,
23 on the same grounds.

24 **THE COURT:** There are jury issues on both those
25 and the motions denied.

1 All right. Before I hear your motions,
2 Mr. Frawley, I'm going to take a short break.

3 Let me ask you, though, is there any claim for
4 future damages?

5 **MR. MOORE:** No, sir -- well, if there is, I
6 haven't proven them -- if there is, I haven't proven
7 them. And I withdraw -- there's no way for us to
8 know how long she'll be suspended, so there's no way
9 that I can tell the Court what those would be with
10 any reasonable degree of certainty.

11 I stipulate that's a matter of law. If I tried
12 to argue that, I'd be wrong.

13 **THE COURT:** Okay. Let me see if I've got a
14 couple other questions.

15 I think that's all I need to work on the charge
16 right now. I'll hear your motions in about five
17 minutes, Mr. Frawley.

18 **MR. FRAWLEY:** Thank you, Your Honor.

19 (Brief recess.)

20 **THE COURT:** Mr. Frawley.

21 **MR. FRAWLEY:** May it please the Court, Your
22 Honor. We would renew our motions for a directed
23 verdict that we made at the directed verdict stage.
24 I know that the negligence claim you took under
25 advisement. We'll renew our motion on the same

1 grounds that there is no standard of care witness.
2 They haven't established standard of care,
3 therefore, they haven't established a deviation from
4 the standard of care, and also, that we have
5 absolute immunity under section 58 -- sorry --
6 15-78-60, subparagraph (6), Huggins versus Metts and
7 Jones versus Lott.

8 We would also move for a directed verdict that
9 the arrest warrants were supported by probable cause
10 for the same reasons we argued earlier. While it is
11 ordinarily a jury issue, if there's only one
12 conclusion, it can be decided by the Court as a
13 matter of law. I handed up the case of Gomez versus
14 Atkins, which I cited at the directed verdict stage,
15 that the Court is to consider the totality of the
16 circumstances.

17 Lieutenant Jackson had testified to the power
18 of attorney questions; the Dawson and SLED reports
19 that were in; and the unexplained disparities of the
20 power of attorney of the May 17, 2002, date where
21 the creation of both of them, while they were -- one
22 had Elizabeth Wallace as the primary and the other
23 had Kay Paschal as the primary; the delay in
24 recording almost eight years, between the execution
25 and when it was actually recorded; and when it was

1 recorded, it was recorded three days after
2 Mr. Wallace had had a debilitating stroke; that
3 there was a larger Richland County investigation
4 going on; and then there was testimony that
5 Ms. Paschal, as soon as she was challenged about the
6 power of attorney, she resigned; and then Lieutenant
7 Scott's good faith belief in the probable cause; and
8 then the affidavits that Lieutenant Scott had signed
9 on those affidavits.

10 So I would also move that the Court find, as a
11 matter of law, that the arrest warrants would
12 support probable cause.

13 Also, that we would renew our motion that the
14 arrest warrants were properly issued under section
15 22-5-110. Your Honor had denied that motion at the
16 DV stage. Again, is directed toward the magistrate
17 and not to the law enforcement officer seeking the
18 warrant, the magistrate would have had discretion as
19 to whether to issue an arrest warrant, which he did
20 do, or issue a courtesy summons, which he chose not
21 to do. The plain meaning of the statute does not
22 limit the application to a Lexington County law
23 enforcement officer. Jurisdiction is not mentioned.
24 22-5-110(B) is the operable section of that.

25 Then we would also move to dismiss the abuse of

1 process cause of action for the grounds that we
2 mentioned earlier. There was no evidence of an
3 improper process. Of course, that relies on
4 22-5-110, but we believe that that was properly
5 done.

6 Lieutenant Scott and her efforts, when she did
7 come across the river to get it, clearly, she didn't
8 do it maliciously or on short notice. She consulted
9 with her superiors, she consulted with Ms. McDuffie
10 of the Fifth Judicial Circuit. Ms. McDuffie
11 testified on our side of the case about that. She
12 did it upon recommendation of Ms. McDuffie to
13 consult with Lexington County.

14 Now, Ms. McDuffie indicated she had in mind
15 that Lieutenant Scott consult with the Eleventh
16 Judicial Circuit Solicitor, but, in fact, Ms. Scott
17 actually did both. She went to Detective
18 Baumgardner. Mr. -- or Detective Baumgardner had it
19 for three-and-a-half weeks and hadn't reached --
20 hadn't arrived at probable cause as of that time so
21 she got it back. And then upon further consultation
22 with Major Smith, she then consulted with Dayton
23 Riddle.

24 Now, the argument that Mr. Moore's made, that
25 Riddle basically said this and basically said that,

1 but the substance of that conversation is
2 specifically set out in the recording that we have
3 as our Exhibit Number 7 and the transcript that we
4 have as our Exhibit 8. And nowhere in there --
5 there is mention of Mr. Riddle referring to the
6 statute. You know of the statute. But there's no
7 cite there specifically to 22-5-110 that I was able
8 to find going through the transcript. There is a
9 mention of the statute, but there's no mention that
10 -- which statute it is.

11 So there's no improper process. She was
12 following through with the logical progression of a
13 proper process through her investigation and a
14 component of that investigation coming into
15 Lexington County.

16 But even if Your Honor did find that the
17 process was unorthodox, there's no evidence of an
18 ulterior motive, an improper motive to do what she
19 had done. The only thing that was on the
20 plaintiff's side of the case was Ms. Paschal
21 testifying that when the search warrants were being
22 executed, she saw conspiratorial tones between
23 Lieutenant Scott and the Wallaces.

24 She mentioned an issue about a Johnny Finns and
25 the Sheriff. That's why we brought the Sheriff

1 here. I wasn't planning on using him. So it would
2 have been my position that just because you sue the
3 sheriff's department, that doesn't buy you a ticket
4 to cross-examining the Sheriff if there's no issue
5 on that.

6 And until yesterday afternoon, there was no
7 issue for the Sheriff, so I wasn't going to bring
8 him. But once she mentioned that, we did bring the
9 Sheriff in, and the Sheriff made clear that there's
10 no animus or bias or malice on his part. He doesn't
11 even know the Wallaces. So they don't have the
12 ulterior -- they don't have the ulterior purpose
13 that is one of the two components of abuse of
14 process.

15 The other component they don't have, which
16 Mr. Moore had mentioned in attempting to get our
17 abuse of -- well, and successfully getting our abuse
18 of process counterclaim dismissed, was lack of
19 quantifiable damages. And that's exactly what
20 Ms. Paschal has. She's got -- she's got nothing in
21 there as far as medical bills. She talked about
22 seeing a doctor, but there's no medical bills. The
23 closest she has to anything is her estimating that
24 she could get a job as an associate at \$75,000 a
25 year, after not having practiced law for 13 years.

1 She has no quantifiable damages either.

2 Now, if you're looking at general damages or
3 constitutional damages, I mean, the Sheriff has
4 damages or an interest in discouraging civil
5 lawsuits in order to quell criminal investigations
6 just on the principle. I mean, that's not
7 quantifiable, but it's on the principle, and that's
8 as much of a damage as Ms. Paschal's claimed
9 constitutional damages. So we would argue that it
10 should be dismissed for that as well.

11 And lastly, Your Honor, we would ask that Your
12 Honor dismiss the malicious prosecution claim. The
13 elements -- malicious prosecution elements, Your
14 Honor, are the institution of continuation -- I'm
15 going to talk more slowly -- of original judicial
16 proceedings by or at the incidence of the defendant,
17 termination of such proceedings in the plaintiff's
18 favor, malice in instituting the proceedings, lack
19 of probable cause resulting in injury or damage.

20 The injury or damage she's claiming, again, is
21 not quantifiable. The jury's going to have to pluck
22 figures from air, and it's not clear to me how
23 they're going to do that. The lack of probable
24 cause, we still maintain that there was probable
25 cause given the totality of the circumstances, given

1 the facts and what Lieutenant Scott went through
2 before she got to the point of putting up the
3 warrant -- or not the warrant, but the affidavit to
4 Judge Whittle that led to the warrant.

5 And with regard to malice, even if there's a
6 determination by this Court that there was no
7 probable cause -- and there's mention that's been
8 made over and over about the preliminary hearing
9 resulted in no probable cause. If -- the way you
10 put in an order in evidence that there's no probable
11 cause, or whatever that order says, is you put the
12 order into evidence, and that hasn't happened.

13 We've had a couple people -- lay people who
14 have said, You know, I was there and it looked like
15 maybe it was not probable cause. That's not --
16 that's not indicative of what that order said.

17 Mr. Moore had it and he could have offered it
18 in. I would have objected to it. That could have
19 been something that the Court could have determined,
20 but there was no written order. Nobody went back
21 there to get him to do a written order, which, I
22 guess, they could have done. They went to the
23 trouble of subpoenaing a Lexington County detective.
24 Seems like, had they wanted to, they could have
25 gotten a written order, but that never happened.

1 So there is no -- there is an order -- a verbal
2 order indicating the case was dismissed, but there's
3 no basis for why it was dismissed, whether it was
4 jurisdictional or whether it was lack of probable
5 cause.

6 So then if Your Honor feels that it becomes an
7 issue for the jury, even if this jury finds that
8 there's -- there's lack of probable cause, Mr. Moore
9 cited the Eaves case saying that lack of probable
10 cause equates to malice, and that's not what that
11 case says. It says, Lack of probable cause may
12 infer malice. Malice may be inferred from a lack of
13 probable cause.

14 There's other circumstances you'd look to such
15 as what Lieutenant Scott did before she got to the
16 point of doing that affidavit for this arrest
17 warrant. So if she'd done that, gone through that
18 trouble, consulted with two different solicitors in
19 two different counties, came to Lexington County or
20 the sheriff's department of Lexington County to look
21 at it and went to that trouble, talked to her
22 superiors before she went there, that's not
23 something indicating malice or even recklessness.
24 She's trying to do the right thing, and that's not
25 malice.

1 The testimony of all the witnesses today,
2 Sheriff Lott, Major Smith -- Sergeant Isenhoward did
3 not testify to it -- but Heidi Scott, none of them
4 had any reason -- or testified that the sheriff's
5 department had no reason for malice, anything -- bad
6 intent or animus against Ms. Paschal. So even if
7 they can prove that there was lack of probable
8 cause, there's no evidence on malice.

9 You've got Ms. Paschal believing that these
10 things happened, but her perception does not equate
11 to malice. So based on that, we're asking Your
12 Honor to dismiss the malicious prosecution claim as
13 well.

14 These are all the motions that we made at the
15 directed verdict stage. I have just referred
16 secondhand to what we argued then. I think I've
17 restated those grounds. And basically the same
18 grounds and whatever testimony we got from my
19 witnesses in the afternoon, I would renew those
20 motions. Thank you, Your Honor.

21 **THE COURT:** All right. The motions to dismiss
22 the abuse of process and malicious prosecution
23 causes of action are denied. I think they're jury
24 issues.

25 Again, what I said earlier, I hope everybody

1 picked up on that, is I have to view the evidence in
2 the light most favorable to the opposing party. So
3 the jury -- I think they're jury issues. The jury
4 can certainly find all those things you claimed as
5 far as the facts, but that's not my decision to
6 make.

7 The motion that you made at the close of the
8 plaintiff's case, those have been reconsidered and
9 are -- the rulings made were reaffirmed.

10 With regard to the motion on the negligence
11 claim, Mr. Moore, do you want to be heard on that?

12 **MR. MOORE:** Yes, sir, Your Honor. I would like
13 to withdraw the negligence claim.

14 **THE COURT:** All right. So the jury will be
15 submitted two causes of action: Abuse of process
16 and malicious prosecution.

17 What Tort Claims Act defenses are you
18 asserting?

19 **MR. FRAWLEY:** I think it was (3), (4), (5),
20 (6), and (20). (20) is damages from third parties,
21 acts of third parties. Let me look and see...

22 (Pause.)

23 **THE COURT:** These are affirmative defenses?

24 **MR. FRAWLEY:** Yes, sir, they're all affirmative
25 defenses.

1 **THE COURT:** All right. My ruling is that (6)
2 does not apply. I note your objection to that.

3 **MR. FRAWLEY:** What was that again, sir, on (6)?

4 **THE COURT:** (6) doesn't apply.

5 **MR. FRAWLEY:** Okay. (20), Your Honor, is --
6 and we would move for a directed verdict as to (20)
7 on our affirmative defense as to acts or omissions
8 of third parties that are not employees here.

9 One of the element of damages that Ms. Paschal
10 testified to was that she was deprived of clothing
11 or the jumpsuit and was given a sheet and required
12 to spend the night in that sheet. And that was by
13 the Lexington County Detention Center, that was not
14 by the Richland County Sheriff's Department. And
15 there was no evidence indicating that that was
16 foreseeable, that it's something that we should have
17 anticipated.

18 I understand if there are damages that accrue
19 in the normal course and flow naturally from the
20 act, that they may -- may be something there, but
21 this was not something -- I mean, I can't believe
22 that it's expected that the normal course of conduct
23 for the detention center is to strip and deprive
24 detainees of clothing and give them a sheet
25 overnight. So we would argue that that element of

1 damages under 15-78-60, paragraph (20), they have
2 not proven the level of foreseeability on that. So
3 any damages attributable to that, we would ask be
4 dismissed.

5 **THE COURT:** All right. That motion's denied.

6 You're not talking in (20) about the children
7 of the decedent?

8 **MR. FRAWLEY:** Yes -- well, we would in that
9 they have instituted the action. For instance, the
10 malice claim, they first came to us. I don't know
11 that we have any proof that anything they said was
12 improperly done. I mean, they appeared -- we still
13 believe that they believed what they were telling us
14 and we investigated it.

15 That there was no cross-claim against them when
16 they were defendants. We did not say that it was
17 their fault that this stuff happened. We have taken
18 the position that they complained about this
19 criminal action. We have investigated it, and
20 there's nothing that we have --

21 **THE COURT:** I mean, I guess what I'm thinking,
22 one example is if the jury were to believe that it's
23 been shown -- and you've got the burden of proof --
24 that it was the children who were doing all of this
25 and pulled the wool over the eyes over the

1 investigator, then they would know that -- the jury
2 would know that your -- they might know it in a
3 proximate cause --

4 **MR. FRAWLEY:** Yes, sir.

5 **THE COURT:** -- but they would know that the law
6 doesn't allow recovery against a governmental entity
7 for the acts or omissions of another person who's
8 not an employee, including any criminal actions of
9 any third persons. That's where I thought you were
10 going with that. I may have misunderstood.

11 **MR. FRAWLEY:** Well, we have -- that's not
12 specifically set forth in our pleadings. In our
13 pleadings, I didn't say that there was any
14 malfeasance on the part of the Wallaces. There may
15 well have been. While I'm sitting here talking, I'm
16 trying to think about whether there was actual
17 evidence on what they've done.

18 Now, I've kind of thrown them under the bus as
19 far as argument in saying that the bad things she
20 said took place were more attributable to them than
21 the sheriff's department, but the things that I was
22 talking about were really the failure to help, the
23 failure to come into town and assist her in the
24 eight years that she cared for the man. And I
25 frankly am being candid with Your Honor, I don't

1 know that I've got any evidence that what they
2 reported to the sheriff's department was inaccurate
3 or improper. And that would be -- I think that's
4 the only real venue that I can point to, if that was
5 there.

6 I mean, we believe what we were told. We
7 investigated it. There's merit to it, and there's
8 an ongoing investigation in Richland County. I
9 don't like the fact that I think we were used a
10 little bit as a pawn so they could gain an advantage
11 in the probate court case, but I'm not sure that
12 that amounts to a --

13 **THE COURT:** So you're saying that if that's the
14 basis, then (20) -- you're saying (20) is not
15 related to the acts or omissions of the children?
16 There's no evidence of that that a jury could hang
17 its hat on?

18 **MR. FRAWLEY:** I could argue that there's
19 evidence, but I think the evidence would have been
20 preceding the investigation. In other words, it
21 would have been whatever they did or didn't do while
22 she had care of Mr. Wallace. I'd love to say, yeah,
23 but I don't recall there being any evidence.

24 **THE COURT:** Well, I appreciate your honesty.
25 If you're basing (20) on what happened at the jail,

1 I'm not going to charge (20).

2 MR. FRAWLEY: Yes, sir.

3 THE COURT: All right. Now --

4 MR. FRAWLEY: Now, Your Honor, I'm still going
5 to argue, unless Your Honor tells me I don't have
6 the right to do it, that, you know, they initiated
7 this, and they didn't show up, and whatever her
8 problems were with her not being allowed to be Kay
9 Paschal Wallace or be considered his wife, that's
10 them; that she had an action against them, she could
11 have maintained that action, and she chose not to.
12 But I don't think that we have the right to raise
13 that issue against them, but I think I still got
14 that argument.

15 THE COURT: I'm not going to stop you from
16 doing that, that I can anticipate. The plaintiff
17 has to show that the acts or omissions of the
18 sheriff's department were the proximate cause of
19 damages to her.

20 MR. FRAWLEY: Yes, sir.

21 THE COURT: And if they were remote or --

22 MR. FRAWLEY: Which they're claiming from the
23 two warrants.

24 THE COURT: Right.

25 MR. FRAWLEY: But our position has been and

1 continues to be that the charges that came from the
2 Wallace [sic] are legitimate charges, and we're
3 still pursuing them. So I think it would be
4 disingenuous for me to say that, you know, they're
5 at fault for that. They complained of something, we
6 investigated it, we followed the evidence, and
7 that's what happened.

8 **THE COURT:** There's no need for me to explain
9 what mental incapacity is, is there?

10 **MR. MOORE:** No, sir.

11 **MR. FRAWLEY:** No.

12 **THE COURT:** There's no need for me to go into
13 abuse of a vulnerable adult and go into elements of
14 that, is there?

15 **MR. FRAWLEY:** No, sir.

16 **THE COURT:** Do y'all want to stay around while
17 I work on this charge and have it before you leave
18 today or do you want me to e-mail it to you?

19 **MR. FRAWLEY:** Whatever is more convenient for
20 Your Honor.

21 **MR. MOORE:** E-mail is fine for us, Your Honor.

22 **MR. FRAWLEY:** E-mail is good for me.

23 **MR. MOORE:** Believe me --

24 **THE COURT:** I'm sorry?

25 **MR. MOORE:** The way I feel right now, I'd give

1 about anything I own to get out of here. E-mail is
2 be fine by me, Your Honor.

3 **MR. FRAWLEY:** Brooks will be there until
4 midnight.

5 **MR. MOORE:** I'll let Brooks stay. Brooks is
6 going to stay.

7 I'm at the Court's pleasure, Your Honor. I
8 feel like somebody's hit me in the head with a
9 brick.

10 **THE COURT:** Well, I imagine there are a lot of
11 folks feel like they've been hit in the head with a
12 brick.

13 All right. So I'm going to e-mail it to you,
14 Mr. Biediger?

15 **MR. BIEDIGER:** Yes, Your Honor.

16 **THE COURT:** And I'm going to e-mail it to you,
17 Mr. Frawley?

18 **MR. FRAWLEY:** Yes, sir.

19 **THE COURT:** Anybody else need an e-mail?

20 All right. I would like for you all to meet me
21 in the morning at 9:00 a.m. I have a temporary
22 restraining order hearing scheduled at 9:00 -- at
23 10:00 -- 9:30, and I have a minor settlement which
24 should be very brief. I've told the temporary
25 restraining order that I'm not hearing testimony.

1 If they need testimony, they have to have another
2 day. They can come in, make their arguments, and
3 submit their affidavits. I don't even know what
4 it's about. But I'll talk to y'all between 9:00 and
5 9:30, good Lord willing, about the law. And then,
6 as soon as I finish those other things and get
7 ready, we'll bring the jury in, and you'll have your
8 closing arguments.

9 MR. FRAWLEY: Okay. Your Honor, do you want us
10 back here at 9:00 a.m.?

11 THE COURT: I want y'all here at 9:00 a.m.

12 MR. FRAWLEY: Yes, sir.

13 THE COURT: I know, Stacy, you may have told
14 Court Administration 9:30.

15 COURT REPORTER: I did. I'll e-mail them.

16 THE COURT: They assigned Carol to me.

17 All right. Assuming I have a court reporter in
18 the morning, we'll get started around 9:30. Thank
19 you. I mean, 9:00. I'm sorry. 9:00.

20 (The proceedings were concluded for July 24,
21 2014.)
22
23
24
25

Closing Argument by Mr. Moore

1 The reason for that is because the Plaintiff has
2 the primary burden of proof so they get to go first and
3 last. Okay.

4 I always take a break between the time that they
5 finish and the time that I will start with explaining
6 the law to you.

7 I always take a break after the attorneys finish
8 their respective arguments and so we'll see how long
9 they talk and then we can go from there. We'll just
10 play it by ear.

11 I invite your close attention to them, and if you
12 should need a break for some reason just give me a sig-
13 nal and I'll allow it.

14 If I am working on my computer up here, you can
15 get the Bailiff's attention and we will take a break.

16 All right, Mr. Moore. You are recognized for your
17 closing argument.

18 MR. MOORE: Thank you, Your Honor. May it please
19 the Court? If I may approach.

20 THE COURT: Sure.

21 MR. MOORE: Good morning, ladies and gentlemen.
22 As I begin my closing comments to you, I want to thank
23 you for being here, and I want to apologize to you.

24 This case has been going on for nearly a week. I
25 thought it would take about two days. So I thank you

Closing Argument by Mr. Moore

1 for your time.

2 You have sat in those chairs and paid attention to
3 us during all of this time. I know that you were paying
4 close attention, and for that we thank you. We thank
5 you sincerely.

6 This is what is called a closing argument. I now
7 have the privilege of appearing before you to talk to
8 you about the evidence. I hope I will not argue with
9 anybody in my closing comments. It is not my intention
10 to argue with anybody.

11 I respect Mr. Frawley, and we will not argue with
12 each other. The case is going to be decided not on
13 what the lawyers say but on the evidence that you have
14 heard and the law that will be given to you, as the
15 Judge gives it to you. So there is no need for argu-
16 ment here.

17 As I sat down to think about what I was going to
18 say to you in what are called my closing arguments, an
19 image kept popping into my head. I was searching for
20 words, and all I could see is a picture.

21 I kept thinking about what Kay Paschal must have
22 looked like on November the 15th of 2011 as she sat
23 naked on the floor of the Lexington County Detention
24 Center, wrapped only in a sheet with others who appar-
25 ently were there on the floor or on cots.

10

Closing Argument by Mr. Moore

1 I was thinking what she looked like the night be-
2 fore the Probate Court hearing as she sat there in the
3 jail, wondering what in the world was going on.

4 I think the testimony was clear as to how Kay got
5 in the jail, and it has bothered me for a long time, and
6 that image just keeps coming back to my brain.

7 What was done to Kay Paschal was just downright
8 mean. Just mean.

9 I believe most of us in this Courtroom except maybe
10 the Richland County Sheriff's Office felt sorry for Kay
11 when we heard what she had to say about how she found
12 herself in jail.

13 I submit to you that what happened to Kay Paschal
14 shouldn't have happened to a dog, much less a citizen
15 that was supposed to be protected -- supposed to be pro-
16 tected -- under her rights under the United States Con-
17 stitution, the Bill of Rights.

18 It shouldn't have happened to a person who was sup-
19 posed to have protection of the law under the procedures
20 and guarantees by our statutes and laws.

21 I submit to you that what happened to Kay Paschal
22 would scare any one of us to death. That's why I took
23 the case in the first place and that is why I am here
24 on her behalf. It's why we brought you here.

25 I am here to get justice for her under the law,

Closing Argument by Mr. Moore

1 under the law that should have protected her and that
2 should protect us all.

3 What is frightening in this case is that what hap-
4 pened to Kay Paschal could happen to any one of us. Is
5 what happened to Kay the way we expect our friends, our
6 neighbors, our families to treat us?

7 Apparently the Richland County Sheriff's Department
8 is quite proud of what they did. Their supervisors and
9 employees tell you that all the things they did were
10 just the way they should have been done.

11 If you agree with them that this is the kind of
12 law enforcement that you should be proud of, then you
13 won't give Kay Paschal anything. There are serious is-
14 sues for you to consider here.

15 I submit to you that any time the police decide to
16 act as the judge, jury and executioners, or any time
17 they decide to ignore the law the way it is supposed to
18 be done, take the law into their own hands, somebody is
19 going to get hurt.

20 It could happen any time and anywhere, and the
21 only protection any of us ever have in a case like that
22 is the jury.

23 The Constitution of the United States was a beauti-
24 ful document. The Bill of Rights is for the protection
25 of the accused.

Closing Argument by Mr. Moore

1 If the authorities choose to ignore those words,
2 where are we then? Police officers are supposed to be
3 peace officers, sworn to protect the law of the land.
4 If law officers ignore the law and ignore the facts, if
5 they are biased, prejudiced, act arbitrarily, then by
6 their conduct the words of those documents mean abso-
7 lutely nothing.

8 The only protection any of us ever have to insure
9 that those words are not ignored is the jury. I have
10 great respect for the Courts, for the law, and don't we
11 have a right to expect to be treated with respect, to
12 have our rights honored?

13 This case is all about Kay. She had a right to be
14 presumed innocent of any wrong-doing. Not only was she
15 not presumed to be innocent, but they took her dignity
16 away. Did they not destroy this woman's dignity by
17 what they did?

18 I'm an old lawyer. I'm sixty-two years old, and
19 I'm about worn out. This is a sixty year old lady who
20 has never been in any trouble in her life. She has to
21 sit on the floor at the jail with nothing but a blanket
22 around her.

23 She was stripped of all semblences of dignity.
24 (Portion inaudible) I love living, I love my wife
25 with all my heart, but don't take away my dignity.

Closing Argument by Mr. Moore

1 As she sat on that cold prison floor, she was sup-
2 posed to be clothed in her innocence. Not only was she
3 not clothed in her innocence, she wasn't even clothed
4 in her clothes. It was all taken away.

5 All she had to protect her against the cold and
6 the damp was a sheet, and she did the best she could.
7 She made a toga out of it of some kind.

8 Again, all of us should have a right to expect law
9 enforcement to do the right thing. All of us should
10 have a right to expect law enforcement to be fair, im-
11 partial, objective.

12 Kay Paschal is one of our neighbors. She is a part
13 of our community. What happened to her could happen
14 to any of us.

15 I respectfully submit that the actions by the Rich-
16 land County Sheriff's Department is not something that
17 we can be proud of. While she sat on the floor in that
18 jail she cried. Think of her pain at that time.

19 She also prayed, and one of her prayers was, God,
20 I feel so alone; I feel so sad. Don't you think that
21 probably was (portion inaudible). Isn't that clear? I
22 know it hurts to think of that.

23 Does it pain you? I hope it does.

24 Can you imagine anybody, much less a sixty year
25 old lady, feeling lower than Kay Paschal did at that

Closing Argument by Mr. Moore

1 time? She says that she sat there and she was in shock.
2 I submit she is probably wrong about that. I don't
3 think she was in shock. I think that she was in a state
4 of violation, quite frankly. She had been violated as
5 every person would be violated, deprived of the most
6 basic rights.

7 This lady had rights as she sat on the floor of that
8 jail, dressed only in a sheet. Think about the anxiety
9 she would have had.

10 Of course, when they violate your rights you can
11 get used to it. They arrested her again. (Portion
12 inaudible) The Richland County Sheriff's Office --
13 when she brought this action there was not a criminal
14 case pending against her. She simply filed the action,
15 and what did they do? They counterclaimed. They counter-
16 claimed.

17 You heard that talked about yesterday, the counter-
18 claim. That was just another tactic to bully Kay, and,
19 of course, as we approached trial, there was again ano-
20 ther arrest warrant.

21 You will see it. It's in evidence. When you read
22 it, you will see there is no evidence here of any of
23 that. When she was arrested the second time, they did
24 not even give us the discovery. Wouldn't even say what
25 she was arrested for or tell us what it was she was

Closing Argument by Mr. Moore

1 arrested for. They tried to bully her again. She could
2 not believe it was happening to her again.

3 A lot of times people don't do the right things
4 necessarily, but that doesn't necessarily mean (inaud-
5 ible). You want to believe that they will do the right
6 thing but they are human and they were doing it. By
7 golly, they did it, and we've proved it.

8 They took an oath to do it right, but that didn't
9 stop them. We need you to stop them today. It all
10 stops today when the jury speaks the truth.

11 Sitting there in the jail -- how am I going to get
12 out? Have to get a Fifty Thousand Dollar surety bond,
13 but am I going to ever get out in time for my Probate
14 Court hearing? No.

15 How am I going to get out to go to Court when I'm
16 here in jail? You can't.

17 How can I possibly win my Probate Court case when I
18 am branded a criminal? You can't.

19 We're asking you to consider the issues in this
20 case. We have submitted convincing evidence of our case.
21 The arrest and persecution of this lady by Ms. Scott
22 and her friends, in the name of law enforcement, was
23 enough to break anybody, much less a sixty year old
24 widow.

25 And let there be no mistake about it. She was his

Closing Argument by Mr. Moore

1 widow. They may not have had a piece of paper saying
2 they were lawfully married in a ceremony, but she was
3 his widow.

4 They may have forced her to sign a piece of paper,
5 acknowledging that she wasn't lawfully married to him,
6 but when Kay was harrassed, when she was illegally ar-
7 rested, they wore her down.

8 When she was arrested, her house was searched and
9 her personal property was taken from her. Her pictures,
10 her computers, her camera and other things were taken
11 from her. That was while she was still in the grieving
12 process.

13 She grieved for her loss of the love of her life.
14 When he had only been dead for several months, she finds
15 herself sitting on the floor in the jail. She is still
16 grieving.

17 When we talk about emotional injury, those damages,
18 this woman was afraid, she was emotionally tender. He
19 was her spouse, and tell me what that does to the emo-
20 tions. You don't recover from that in a day. You don't
21 recover from that ever.

22 This whole series of events started only weeks af-
23 ter Kay lost the love of her life. He may have been
24 older than she was but he paid her attention and she
25 paid him attention.

17

Closing Argument by Mr. Moore

1 He had some money. They loved cats, they loved to
2 fish. They had a little house and a yard.

3 These officers, in conjunction with the children,
4 beat this woman down so bad that she basically had to
5 back off. They tried to destroy her, they tried to
6 destroy her process, they took everything she had, and
7 on November 15, 2011, she was brought in and given a
8 sheet and put in jail.

9 Let's look at what she went through during that
10 time of her life. Sixty-eight years old, born and raised
11 poor, fought for her education. She got a law degree,
12 but at times when her respectability should have been
13 recognized and rights considered that didn't happen.

14 She got her law degree and took jobs in the law.
15 She had to get a law license in South Carolina. She was
16 one of the first women to get a law license in South
17 Carolina.

18 She had few male admirers. She had no children and
19 her family (inaudible). She spent her career helping
20 poor people. She worked for Legal Aid. Then she met
21 Mr. Wallace. She had a life partner. For the first
22 time in her life, she experienced something called happi-
23 ness, and it was good. It was good for her and good
24 for him. There was some romance in her life.

25 Then he had to have some surgery, and she drives

Closing Argument by Mr. Moore

1 him to the hospital. The children were nowhere to be
2 seen. He's there to have surgery and the children didn't
3 come. He didn't have anybody but Kay.

4 So he had the surgery, and when Kay talked to the
5 doctor to see if he was okay -- the only person there is
6 Kay Wallace, Kay Paschal -- the only person there -- and
7 the surgery is pronounced to be successful. He's going
8 to be okay.

9 Now she can go down to the cafeteria. He's going
10 to be okay. She sits there and prays.

11 He gets out of the hospital. There are decisions
12 to make on hospitalizations, decisions on drugs, and who
13 is with him caring for him? Kay. She did it. She
14 loved him. She said I love you in sickness and in health.
15 I love you so much I'll sleep in your hospital bedroom.
16 I love you so much I'm ashamed to say it.

17 Then it comes time that she's told there is need
18 for a health care power of attorney. She goes home and
19 brings it back -- back and forth -- so that she can make
20 decisions as they need to be made.

21 Later they accuse her of stealing that paper. If
22 Kay Paschal had stole anything, she wouldn't have stole
23 that paper. She had a power of attorney, she had ac-
24 cess to the bank account.

25 Not one person they called to that witness stand

Closing Argument by Mr. Moore

1 told you that Kay Paschal did anything to this man but
2 take care of him.

3 From all of their investigation, did they ever
4 bring anybody in and put them on the witness stand to
5 say Kay Paschal misappropriated or stole one dime? Did
6 you hear that?

7 When they signed the warrant in Richland County and
8 came to arrest her, did you hear anybody say Kay Paschal
9 stole a nickel? No.

10 Yes, she went through some money. Yes, she did.
11 Had to buy a bed, had to buy a wheelchair, had to some-
12 times pay sitters, had to make modifications to the
13 house, had to pay their bills.

14 Obviously, if Ms. Paschal was guilty of fraud or
15 stealing, cheating or lying, misappropriating, taking
16 things -- if she had been guilty of fraud, they would
17 have called somebody to prove the things she did. A
18 loan officer, a bank official to show all the documents,
19 lay them out for you.

20 Did any one person ever tell you that Kay Paschal
21 stole a nickel from the man? No, because she honored
22 (Portion inaudible).

23 She honored his affairs, his business, the same
24 way she honored and loved him. Kay Paschal is an honor-
25 able person.

Closing Argument by Mr. Moore

1 She got him a handicapped van. Would anybody you
2 know trade a Cadillac for a handicapped van? Did Kay
3 Paschal need a need for that handicapped van? Or did
4 David have a need for that?

5 Mr. Peterson told you it is what was recommended by
6 the medical people. Of course, they never bothered to
7 discover that. I had discussions about that with him on
8 yesterday.

9 One of those facts was (inaudible). Do you remem-
10 ber the excuse they gave for that? Well, we couldn't
11 talk to everybody. Then when I brought out that they
12 did have a conversation with Mr. Peterson before they
13 arrested Kay -- oh, I had a conversation with him once
14 -- she's covering her tracks.

15 One of the questions I asked the Richland County
16 Sheriff's Department is if you had the conversations
17 you say you had, where is the tape recording of it? If
18 they had it, they would have produced a tape recording
19 of it because their conversations were recorded.

20 If they had a conversation and Mr. Peterson is
21 not telling the truth, then I asked Ms. Scott where is
22 the statement that proves it. Where is the tape with
23 Mr. Peterson?

24 The answer is, there ain't one because the person
25 telling the truth is Mr. Peterson.

21

Closing Argument by Mr. Moore

1 It is not Ms. Scott. She was willing to come into
2 this Courtroom and raise her hand, and tell you something
3 that is not true. It was evidence given to try to place
4 the blame on somebody else.

5 It's Mr. Peterson's fault. Mr. Peterson is not
6 telling the truth, and I know Mr. Peterson is not tell-
7 ing the truth because I had a conversation with him. So
8 where is the recording? Where is the statement?

9 Show us the tape recording if that is true. It
10 ain't here. The reason it's not here is because it never
11 existed.

12 It's not here because it never existed, couldn't
13 exist, and it's not here because Mr. Peterson is the one
14 telling the truth, not Ms. Scott, and that is convincing
15 evidence.

16 They are trying to blame it on Mr. Peterson, trying
17 to say he's telling you something that is a lie. Blame
18 it on poor old Mr. Peterson -- that is sad.

19 Mr. Wallace is lying in that hospital bed and get-
20 ting around in a wheelchair. Poor old Kay Paschal trying
21 to man-handle this man in a wheelchair every day to take
22 him anywhere -- every single day.

23 I mean, he's handicapped. He's handicapped, and
24 she gets him up in the morning, gets him out of bed,
25 puts him in a wheelchair. She wheels him into the van

Closing Argument by Mr. Moore

1 just so that she can take him for a drive, take him out.
2 to dinner.

3 Does this sound like she was mean to him? I mean,
4 it doesn't sound like that to me. I mean, if she was
5 trying to just make him lie in bed all the time that
6 would be another thing.

7 I mean, she was the only one to care for him. She
8 stayed by his bed at the hospital. She didn't force him
9 out of the hospital and she wasn't sleeping with him
10 just so she could the benefit of it, of his money.

11 They even accused her of homicide. Dug up poor
12 old David Wallace from the grave so they could do an
13 autopsy on him, trying to prove that Kay Paschal was
14 guilty of homicide.

15 Ladies and gentlemen, she has had the emotional
16 stress of knowing that she was under investigation for
17 homicide. Where in the world were these people coming
18 from?

19 How many tax dollars do you think they've wasted
20 here on this, to take this man from his grave and do an
21 examination of his poor dead body? Why? What could
22 they possibly have against this woman? What kind of evi-
23 dence could they have? Not a word.

24 All they had to do was talk to the doctors, and
25 find he had some of the best care anybody in that condition
23

Closing Argument by Mr. Moore

1 could have ever gotten.

2 She put bandages on the bed sores and took him to
3 the bathroom. She changed his diapers and took him to
4 doctors, and they actually tried to build a case of
5 homicide against this woman. Is that the kind of police
6 we have?

7 Then once he dies, things change, of course. His
8 children come and they care a lot more about their dad
9 than they did when he was living.

10 Before that, they wouldn't stay in the same house
11 with him. If they ever did come to see their dad, they
12 wouldn't stay in the same house with him. They stayed
13 somewhere else. (Portion inaudible)

14 Then they come and get involved with doing autop-
15 sies, hiring handwriting experts, asking for search war-
16 rants. The kids get really involved.

17 Here come the kids and then here come the police.
18 She is submitted to horrible things as they try to re-
19 move her from the home where she lived with him, and
20 they were successful, thanks in large part to the help
21 of the Richland County Sheriff's Department.

22 She finds it totally impossible and she moves else-
23 where, thanks to his children and law enforcement.
24 This is while she is still grieving, when she is still
25 trying to get things to settle down.

24

Closing Argument by Mr. Moore

1 Then here comes the Sheriff, here come the police,
2 and she's out of her home. They've taken her transport-
3 ation, taken her liberty, take everything. It's just
4 going down, down hill.

5 They are not supposed to let the police control
6 litigation, but look at the letter from Mr. Dawson, a
7 so-called handwriting expert. So-called handwriting ex-
8 pert.

9 He confers with the Richland County Sheriff's De-
10 partment and also present is Elizabeth Wallace. What
11 in the world is Elizabeth Wallace doing directing law
12 enforcement in an investigation?

13 If you look at that letter it is addressed to Mrs.
14 Wallace. When Mr. Wallace is speaking to law enforce-
15 ment about his findings, Elizabeth Wallace is standing
16 there in the room.

17 If this is supposed to be an objective investigation
18 what in the world is Elizabeth Wallace doing, being al-
19 lowed in there during the investigation.

20 Under our procedures, under our laws, under the
21 Bill of Rights, the Constitution, if a citizen is ac-
22 cused of doing something wrong, it is appropriate for
23 the Sheriff to investigate. That's why the Sheriff is
24 named in this case.

25 The abuse of process and malicious prosecution came

Closing Argument by Mr. Moore

1 against Kay Paschal from a laundry list of things they
2 have done.

3 The Judge is going to explain those things to you.
4 I am not going to bore you with my rendition of the law.
5 I think necessarily that he is a much smarter man and
6 knows the law as it is supposed to be, and listen to
7 what he tells you about the law.

8 I'm not going to get into details of every element
9 of the causes of action in this lawsuit. This is a mat-
10 ter of right and wrong, pure and simple.

11 If you find that they did the right things, give
12 us nothing. If you find they did wrong, they owe this
13 woman a huge amount of money.

14 The long and short of it is that they did something
15 wrong. I made a list. I sat down and started to list
16 them all, the things I would like for you to consider
17 that they may have done wrong.

18 I'm not saying what you should do. It is your judg-
19 ment to make as the jury.

20 On my list I came up with thirty-one separate items
21 I think they did wrong, and I'll go over them briefly
22 for you.

23 First of all, the Richland County Sheriff's De-
24 partment and especially Heidi Scott lost any semblance
25 of objectivity in this matter.

26

Closing Argument by Mr. Moore

1 They should never have continued with the case,
2 and they weren't objective when they did. They allowed,
3 number two, its power to be used to influence the Pro-
4 bate Court litigation. No doubt about it.

5 They arrested this woman right before the main
6 case was to take place in Probate Court. That was a
7 great abuse of their power, and now they want to say
8 that they didn't know the Probate Court hearing was
9 the next day. If the jury believes that, I have some
10 (inaudible).

11 They knew it. They knew exactly what was going
12 on. They were joined with the Wallaces and they were
13 in lock-step with them during all of that period of
14 time.

15 They did a totally incomplete investigation before
16 the warrant was signed. Then they modified their tes-
17 timony by accusing Mr. Peterson of lying. That was to
18 cover up the fact that they had to live with what they
19 had started; that they hadn't done what they were sup-
20 posed to do.

21 I talked to Peterson and we read the power of at-
22 torney on the phone. (Portion inaudible) He was tell-
23 ing the truth.

24 The Lexington County Judge heard this case, and
25 the Judge dismissed this case. You only dismiss a case

27

Closing Argument by Mr. Moore

1 if you do not find probable cause. You have rules of
2 evidence. He could bind the case over for the Grand
3 Jury or dismiss it for lack of cause.

4 The Judge who heard this case said there is no prob-
5 able cause. Then the Circuit Court Judge saw what they
6 had done, Judge McMahon; he said this is a circus. He
7 had a serious question about what they had done, how
8 they had done it, what they did.

9 Now, before jumping to conclusions, he looked at
10 the two handwriting analyses. He said they were experts,
11 and he (inaudible). Look at what he wrote.

12 I submit that even if those guys were experts, they
13 never said Kay Paschal did anything.

14 They allowed a victim's advocate to assume a role
15 of detective and to go on with the unmitigated witch-
16 hunt without any type of supervision.

17 I submit when you are outside the jurisdiction, you
18 don't have jurisdiction to arrest. When you are out-
19 side the jurisdiction, you don't have jurisdiction to
20 serve a warrant.

21 Outside the jurisdiction, you don't have the juris-
22 diction to execute a search warrant, and when you are
23 outside the jurisdiction you don't have a right to seize
24 personal property of a United States citizen.

25 If there is any type of law that Mr. Frawley can

Closing Argument by Mr. Moore

1 show us that says Heidi Scott had authority to act as a
2 police officer outside of Richland County, I want to see
3 it.

4 She talked about the spill-over jurisdiction as
5 giving her a right to act in some fashion. Ain't no such
6 law, ain't no such thing.

7 You can read the Constitution and Bill of Rights,
8 the South Carolina Rules of Law, and you won't see any-
9 where any such thing.

10 The Richland County Sheriff's Department's juris-
11 diction to execute search warrants and arrest warrants
12 has to follow jurisdictional lines. They had no right
13 to do what they did.

14 They took and kept her personal property. They had
15 no right to do that. Under the law, the case was dis-
16 missed and they kept her personal property.

17 Now, even if we give them the benefit of the doubt,
18 we might say, well, okay, maybe they just made a mistake,
19 now that the case was dismissed give her her stuff back.
20 They still have it.

21 They have her camera, her photographs, personal
22 photographs, everything, personal information, and what
23 in the world gave them the right to take her stuff and
24 keep it?

25 They also allowed citizens to participate in what

29

Closing Argument by Mr. Moore

1 was supposed to be an investigation. They became so
2 personally involved, became so personally involved, that
3 they couldn't see the difference between right and wrong.

4 Lieutenant Scott shows up and whispers and giggles
5 with Elizabeth Wallace and, in effect, mocks Kay Paschal.
6 Is mocking the role of a police officer doing an investi-
7 gation?

8 It wasn't enough for the Wallaces to obtain these
9 warrants. The warrants was issued without permission
10 and without notice, based on the advice of a Solicitor.

11 We did hear that the Solicitor said, it's okay by
12 me if it's okay with the magistrate. I may be wrong
13 but there is a statute out there which is in evidence
14 that says, you can't sign an affidavit on an arrest war-
15 rant except (inaudible).

16 Now, she didn't tell the magistrate anything about
17 the question the Solicitor has raised about the affida-
18 vit. Why not?

19 The Solicitor told her, look, you need to tell the
20 magistrate; you have to ask him about this. There's no
21 statute that says you can't or might not be able to do
22 it; it's up to the Judge.

23 And remember this, that she is the one who actually
24 wrote the warrant. Heidi Scott came to Lexington County
25 and dictated the words of the warrant.

Closing Argument by Mr. Moore

1 She dictated those words to the Judge, the word of a
2 Richland County officer to the Judge.

3 According to the Sheriff's Department, that is great
4 law and what they want to see more of. Now, she blames
5 the magistrate for issuing the warrant. Oh, it's the
6 magistrate's fault.

7 Of course, the magistrate had been told -- the
8 magistrate had not been told that the Lexington County
9 investigator found no probable cause. The magistrate
10 wasn't told that. Of course, magistrates aren't attorn-
11 eys and they aren't police officers.

12 Local citizens are appointed as magistrates, and
13 it is up to the officer to make sure the magistrate un-
14 derstands and knows the truth behind the affidavit be-
15 fore it's signed.

16 The Lexington County investigator found no probable
17 cause and told her so. There was absolutely nothing new
18 to discover.

19 Between the time Detective Baumgartner gave her
20 the case back and the time she got the magistrate to
21 sign that warrant -- not one new fact had been discov-
22 ered. That's important.

23 At the time she signed the warrant, she had no new
24 facts to put forward, and Mr. Baumgartner told her on
25 behalf of Lexington County, on behalf of law enforcement

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Closing Argument by Mr. Moore

1 of Lexington County.

2 Now, on behalf of law enforcement in Lexington,
3 there is no probable cause there. There are not facts
4 sufficient for the magistrate to sign the warrant, and
5 that is what she knew when she signed the affidavit be-
6 fore the Judge as to probable cause.

7 Why would she keep that from the Judge, that impor-
8 tant information? Important information that Lexington
9 County didn't -- they had investigated and found no
10 probable cause.

11 You've got to be honest. You've got to be object-
12 ive. You have to be fair to everybody, including the
13 magistrate, before you get the magistrate to sign the
14 warrant.

15 Don't you have a duty to tell the magistrate as a
16 police officer that you need to understand this, that
17 the officers who investigated this case in Lexington
18 County found no probable cause?

19 There are two kinds of lies. There are lies that
20 assume facts. After speaking with Elizabeth Wallace,
21 she at least had to tell the facts she had. She signed
22 a warrant in Richland County, swore there was probable
23 cause when she knew that there wasn't. She swore to
24 it when she was outside of her jurisdiction.

25 She actually testified to using words in that

Closing Argument by Mr. Moore

1 search warrant or in that arrest warrant when she didn't
2 even know (inaudible).

3 An arrest warrant is issued based on an affidavit.
4 An affidavit is a sworn statement. It is subject to
5 perjury if you tell something that is not true in that
6 affidavit. That is perjury.

7 When she was on the witness stand, I said, maam,
8 you used these words in this affidavit, and did you know
9 what the words you used meant? Well, no.

10 Well, then, how is it possible -- how is it possi-
11 ble that you just swear on a warrant for something, some-
12 thing that isn't true and you don't even know what the
13 words mean?

14 Is that proper law enforcement? Is that how any
15 one of us should be arrested, have our possessions lit-
16 erally taken from us? No.

17 How in the world could somebody swear to the truth
18 without knowing what the words mean in the affidavit?
19 She told you, well, I had an idea what they meant but
20 I didn't really know.

21 That's what led to the warrant, swearing to some-
22 thing you don't know to be true? That is perjury, lying
23 under oath, pure and simple.

24 Just like what she testified to, the telephone con-
25 versation with Mr. Peterson. That's called C Y A. That

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Closing Argument by Mr. Moore

1 is exactly what C Y A is. Instead of trying to do the
2 right thing, they harrass and intimidate and continue
3 to do that. They go on and on.

4 Why not just be truthful from the beginning? Why
5 not?

6 The Judge dismissed it at the preliminary hearing.
7 No doubt about it. They brought a case without proba-
8 ble cause.

9 There is a word you're going to hear a lot about
10 from the Judge called malice. Malice doesn't necessar-
11 ily mean meanness. The Judge will tell you what it
12 means.

13 In a case that is dismissed for lack of probable
14 cause, the jury may infer malice as a matter of law.
15 That's important.

16 Once the Judge said there is no probable cause, then
17 there is an inference of malice. The conduct of the
18 person who signed the affidavit was malicious. Once
19 the Judge said no probable cause and the person has spent
20 time in jail, an inference of malice is there.

21 They listed themselves as (inaudible) during the
22 opening statement. Why? The Wallaces don't appear at a
23 bond hearing finally. Why?

24 Well, they had told Kay it would be better to turn
25 yourself in at five thirty so they could be at the bond

Closing Argument by Mr. Moore

1 hearing but they didn't even bother to show up. They
2 are not there so they can't have a bond hearing.

3 Why did they do that? Because the Probate Court
4 hearing in Richland County is going on at that time.
5 They knew if they didn show up at the bond hearing that
6 she ain't getting out until later.

7 Then by that time, the Probate Court hearing would
8 go on without her. Without being present she can't pos-
9 sibly win. That's what they want.

10 They tried -- the law enforcement got so involved
11 in this case that they didn't let the process take its
12 course. They got so personally involved, but once she
13 signed the affidavit and got the warrant, she didn't
14 just have it transmitted to Lexington County to be served.
15 Oh, no.

16 She put it in her Richland County patrol car and
17 drove it personally so that she could deliver it to
18 Lexington County. Why was it important? It was impor-
19 tant because it had to be there on the 15th. The Pro-
20 bate Court hearing was on the 16th.

21 It couldn't be transmitted in normal law enforce-
22 ment fashion. She had to personally take it to Lexington
23 County where she had no authority, by the way, but she
24 did it.

25 She did it on the 15th so she could have Kay Paschal

Closing Argument by Mr. Moore

1 arrested on the 16th, which was the same coincidental
2 day of the Probate Court hearing.

3 She claims this was a coincidence. As closely as
4 she was involved with the Wallaces, does anybody really
5 believe that it was a coincidence, that Kay Paschal was
6 arrested the day before the Probate Court hearing, and
7 that while the Probate Court hearing was taking place
8 Kay could not be present.

9 This is what is known as tying her hands behind
10 her back, preventing her from being in Probate Court.

11 She called the night before the Probate Court hear-
12 ing and directed Kay Paschal to turn herself in at five
13 thirty, but that was none of her business, and we know
14 where that conversation ends.

15 Where did that go? What did she actually say to
16 Kay when she called her? Hey, Kay, turn yourself in, a
17 bond hearing will be set. Is that how that conversation
18 went down?

19 We know her words could have been recorded or where
20 is her statement? They are not here. We've asked for
21 it -- didn't receive it. So many missing tapes.

22 All of these conversations she talked about, they
23 are not here, except for the one she wants you to hear,
24 the one where she (inaudible).

25 Now, another thing that adds a little bit of insult

Closing Argument by Mr. Moore

1 to injury -- they didn't show up for the bond reduction
2 hearing, where Judge McMahon expressed some serious dis-
3 satisfaction with.

4 Why didn't they show up at the bond reduction hear-
5 ing? They didn't show up because of the Probate Hear-
6 ing which had taken place. They had already gotten what
7 they wanted. The probate process had already happened.

8 So when poor Kay was brought to this Courtroom she
9 was in a jumpsuit and in chains in front of Court per-
10 sonnel she had known before. That is how she was seen,
11 and when Mr. Baumgartner testified at the preliminary
12 hearing they had called the supervisor . .

13 MR.FRAWLEY: I'm going to object to that. There is
14 no evidence of that. I object to the mischaracteriza-
15 tion of the evidence.

16 THE COURT: Do you wish to be heard?

17 MR. MOORE: Your Honor, there are documents in
18 evidence to support that.

19 THE COURT: You have to confine your arguments to
20 facts that are in the record, and I'm not going to make
21 any comment about the facts of the case. That would
22 not be appropriate.

23 Confine your comments to what is in the record.

24 Ladies and gentlemen, you have to determine what
25 the facts of the case are.

Closing Argument by Mr. Moore

1 Go ahead, sir.

2 MR. MOORE: You all can read Mr. Baumgartner's
3 statement for yourselves, and you will see he was called
4 on the carpet to answer questions about the preliminary
5 hearing.

6 It was found by the Judge at the preliminary hear-
7 ing that there wasn't any probable cause, and no one
8 said anything any different really.

9 Oh, they had multiple witnesses in here, and again
10 to add insult to injury you know they sought a new war-
11 rant in Richland County for forgery for zero dollars,
12 signed by Investigator Hughes -- Howard Hughes, the mys-
13 tical Howard Hughes -- where is Howard Hughes?

14 Did you ever hear from Mr. Hughes? Did you see him
15 on the witness stand? He is the one who swore out that
16 warrant many months after the first warrant had been
17 issued.

18 Why didn't they bring Mr. Hughes to say what was
19 going on then? If in fact that warrant is not just
20 another tactic they used?

21 That is in fact what it was, like another Counter-
22 claim.

23 The real question is, how do we stop this from hap-
24 pening again. Isn't it important to see that things
25 like this don't happen again?

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Closing Argument by Mr. Moore

1 Isn't it important to see that it doesn't happen
2 to any of us, our neighbors, our friends? Is there
3 anything we can do to stop it. It's important.

4 The Sheriff is the law of Richland County until a
5 Judge tells us different. But for a jury, but for a
6 jury, we would have to rely on law enforcement who may
7 take out warrants, arrest anybody. You are supposed to
8 be able to trust those officers, and they are supposed
9 to earn our trust, to honor our trust.

10 Do they? Do they?

11 The only persons that these people helped are not
12 here. They have done what they did. They haven't earned
13 our respect. I submit to you that instead of doing
14 right they did the opposite. (Portion inaudible) They
15 abused their positions, whatever their intentions.

16 They used tactics to prosecute Kay that were malic-
17 ious. They did not respect the law or respect Kay.

18 I am not going a great deal into the damages in
19 this case. It is not up to me to tell you what you must
20 find. It is not up to me to suggest how you go about ar-
21 riving at your verdict.

22 I would just ask that you do me a favor in assess-
23 ing damages. That is uniquely in your province, and
24 that is for you. Think about what she told you as far
25 as how she was damaged.

Closing Argument by Mr. Moore

1 The damages are what you all say it is. She has
2 had serious losses and damages. (Portion inaudible)
3 There was attorney's fees in the other case, and she's
4 doing the best she can. She has told you she still
5 owes that. I haven't been paid and it's okay. She
6 has told you she still owes that, and she has had serious
7 losses and damages.

8 There was obvious damage to her reputation as a
9 lawyer. Sixty-eight years old and has lived her whole
10 life, and there is no indication that she has ever had
11 any kind of disciplinary action brought against her in
12 South Carolina.

13 Now she's been suspended, and when they suspend
14 you as a lawyer that winds up in the newspapers and it
15 winds up in the Advance Sheets that every lawyer in this
16 State knows about.

17 Has she been damaged in her profession? She will
18 never be able to go back to where she was before all of
19 this happened to her.

20 For the rest of her life, she will always be on
21 probation since her license was suspended when she was
22 charged with forgery, breach of trust with fraud.

23 There was damage to her reputation, her personal
24 reputation and her professional reputation. Then there
25 is humiliation. She certainly suffered humiliation.

Closing Argument by Mr. Moore

1 I can't tell you or name a price for that.

2 Shock -- she described being in shock, the shock
3 she experienced when she was placed in that jail cell.

4 Emotional distress -- there is no way to put any
5 price tag on that. What she receives for her emotional
6 distress is simply a matter for your good, sound judgment and reason.

8 Loss of liberty -- (portion inaudible). What is
9 she entitled to for loss of her liberty?

10 Loss of property -- to this day they still have
11 her camera, they still have to this day her film, and
12 to this day they have her pictures.

13 Loss of enjoyment of life -- do you think that Kay
14 Paschal lost some enjoyment of life as a result of this
15 persecution by the Richland County Sheriff's Department?
16

17 Interference with her life -- have her rights been
18 interfered with? She lost her ability to handle her
19 private civil matter in Probate Court?

20 If you answer those questions yes, folks, those are
21 damages, and for me to be able to tell you it's worth a
22 Dollar or a Million Dollars, something less than that or
23 more than that, I cannot tell you that. That is simply
24 a matter for your sound judgment.

25 Once you have determined her right to those damages

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Closing Argument by Mr. Moore

1 and working together, it is your duty to come up with a
2 fair and reasonable amount, an amount that is just and
3 proper.

4 I'm not asking you to do anything out of sympathy.
5 I am not asking you to do it because you feel sorry for
6 her.

7 I am asking you to do it because she is lawfully
8 entitled to it and because she has been treated abomi-
9 nably and in a manner in which none of us would like to
10 be personally treated or that we are supposed to be
11 treated.

12 I hope you sincerely -- I hope that you sincerely
13 are bothered by what has happened to her.

14 I have talked entirely too long and for that I do
15 apologize to you. I always talk too long.

16 I sincerely thank you for your service. You have
17 given us your best, and what I am asking you for now is
18 a verdict that is fair and as nearly as possible compen-
19 sates her for all the indignities she has suffered at
20 the hands of what is supposed to be criminal justice.

21 Thank you.

22 THE COURT: Thank you, Mr. Moore.

23 Ladies and gentlemen, we'll take a ten minute break
24 and then get you back out here to hear Mr. Frawley's
25 closing argument.

Closing Argument by Mr. Moore

1 THE COURT: As I was drafting up the verdict form
2 I needed your assistance. What I've got is two verdict
3 forms, that they can find for the Plaintiff blank dol-
4 lars actual damages or they can find for the Defendant.

5 I felt as though I needed to add a charge telling the
6 jury that if they award the Plaintiff on both causes of
7 action that they would put the full amount of the dam-
8 ages because it would seem to me that it's overlapping.

9 I think it will require some election at the end,
10 and the other thing I could do would be to redo it, if
11 you all think the damages are the same with either cause
12 of action here.

13 I can redo the verdict form and just have it for
14 one place where they award damages, saying if they find
15 on either cause of action they find the same amount of
16 -- the amount the damages should be, the blank.

17 Mr. Moore, if you would speak to that?

18 MR. MOORE: I don't think we've got two different
19 causes of action. The evidence would appear to be the
20 same and the abuse of process they are claiming is a
21 criminal investigation. If they award for malicious
22 prosecution, that -- they would be the same thing.

23 THE COURT: All right, so you want me to have one
24 verdict form, and if they find for the Plaintiff on
25 either or both then they fill in the part about damages?

Closing Argument by Mr. Moore

1 MR. MOORE: I think that would be appropriate.

2 THE COURT: Okay.

3 MR. FRAWLEY: Yes, sir.

4 THE COURT: Are you ready, Mr. Frawley?

5 MR. FRAWLEY: I'm ready, Your Honor.

6 THE COURT: Bring the jury in, please.

7 (Jury returned to the Courtroom)

8 THE COURT: All right, ladies and gentlemen. I
9 invite your close attention.

10 Mr. Frawley, you may present your closing argu-
11 ment at this time.

12 MR. FRAWLEY Thank you, Your Honor. May it please
13 the Court?

14 THE COURT: Yes, sir.

15 MR. FRAWLEY: Ladies and gentlemen, Mr. Moore used
16 the term patriots and talked about patriots. Patriotism
17 is used a lot in our country now by a lot of people.
18 There are bumper stickers that talk about patriotism.

19 I could talk about the Constitution, the Fourth
20 Amendment which is with regard to search and seizures,
21 or the Fifth Amendment which afforded Ms. Paschal the
22 right to not talk to law enforcement officers, to avoid
23 self-incrimination.

24 But I will talk to you about patriotism and service to
25 your country.

Reply Closing Argument by Mr. Moore

1 MR. MOORE: Thank you.

2 Ladies and gentlemen, we have all listened to Mr.
3 Frawley's closing, and one of the first things he said
4 to you was that we were trying to play some type of shell
5 game.

6 In my closing comments, I believe I listed for you
7 thirty-one specific issues, thirty-one specific issues,
8 in which the Sheriff's Department of Richland County in
9 fact did the wrong things in the persecution of Kay
10 Paschal.

11 In all of his closing, I don't believe I heard him
12 address one of those things.

13 So when you think about his comment in his closing
14 that this was a shell game, it is really kind of indi-
15 cative of what has happened throughout this case.

16 In a lot of ways, the Sheriff's Department handled
17 this all like it was some big game of some kind rather
18 than doing the right things called for by their posi-
19 tions in law enforcement.

20 Violation of someone's constitutional rights is a
21 deadly serious thing. The entire legal system depends
22 on law enforcement to do what is right.

23 They failed to investigate the charges made against
24 Kay Paschal. You will remember that in the testimony we
25 many times asked where the Sheriff was.

Reply Closing Argument by Mr. Moore

1 You will also remember that I was criticized for
2 asking that question. Where was Sheriff Lott?

3 Now, I know that Mr. Lott is an incredibly impor-
4 tant man and he has a lot of responsibilities in his
5 job -- no question about it.

6 And if Mr. Lott had just been acting within his
7 official capacity, it would have been very easy to un-
8 derstand why he wasn't here this week.

9 I would submit to you that your time is just as
10 valuable his. I would submit to you that he should
11 have been here in this room to hear what his deputies
12 under his authority were up to, so that maybe he could
13 change some things.

14 But he obviously had a lot of things to do, and we
15 get criticized for asking where was Sheriff Lott.

16 And Sheriff Lott is more than just the Defendant
17 in his official capacity. Sheriff Lott has also filed
18 in this Courtroom a lawsuit against Kay.

19 Now, if he's going to bother to sue this lady, in
20 his official capacity, couldn't he at least have afforded
21 her the dignity of coming and sitting across the Court-
22 room from her during the case and listening to what has
23 been said, just like we have?

24 But more important than that, and I almost didn't
25 believe what I heard when I heard it -- I believe Mr.

Reply Closing Argument by Mr. Moore

1 Frawley -- I believe I heard Mr. Frawley say that Sher-
2 iff Lott wouldn't even recognize any of them -- that
3 Sheriff Lott wouldn't even recognize Mr. Wallace; that
4 he wouldn't even recognize Mr. Frawley.

5 Folks, Mr. Frawley is his lawyer. Mr. Frawley
6 brought a lawsuit against Kay Paschal, which has been
7 dismissed, for Sheriff Lott.

8 Now, if they don't consider this case somehow a
9 game, then how is it possible that the lawyer who filed
10 a lawsuit against Kay Paschal in behalf of the Sheriff's
11 Department and the Sheriff never even have met -- the
12 Sheriff never met his lawyer?

13 That has to be one of the most outrageous things
14 that has ever been stated in this Courtroom. The Sher-
15 iff's Department -- the Sheriff never even consulted
16 with the lawyer on his case.

17 Mr. Frawley basically brought a lawsuit in this
18 Courtroom, and during the process the Sheriff only met
19 his lawyer on the day of the trial?

20 Now, if Sheriff Lott didn't even know Mr. Frawley,
21 as Mr. Frawley said, who authorized the Counterclaim?

22 Remember that the Counterclaim is no longer an
23 issue in this case so that is not to be considered by
24 you as an area for you to consider. It has been dis-
25 missed.

Reply Closing Argument by Mr. Moore

1 Talking about playing games. Talking about shell
2 games.

3 I submit to you that until we brought it up -- ac-
4 cording to Mr. Frawley until yesterday they would not
5 even recognize each other, and who is it then that di-
6 rected a lawsuit be filed against Kay Paschal?

7 Why was that lawsuit filed? Because it's games-
8 manship. It's very simple. They are playing just like
9 they said we were, and basically they filed that Counter-
10 claim against Kay Paschal (inaudible portion). That was
11 another way to get back at Kay.

12 I submit to you that that is absurd. Again, they
13 don't like it, but the law has to be applied both ways,
14 ladies and gentlemen.

15 They come in and argue that a Probate Judge has
16 signed off on the fact that Kay and David were never
17 married.

18 So that's over with. The Judge concluded it. It
19 is over with. The Judge concluded it so it's over
20 with.

21 As a matter of law, because of what she had to
22 sign -- as a matter of law, Kay and David weren't mar-
23 ried.

24 But when those same rules are applied -- when the
25 rules are equally applied, they don't like it.

Reply Closing Argument by Mr. Moore

1 So they say, well, Kay really committed fraud;
2 she really did steal; there really was probable cause
3 there.

4 Well, we know it worked the same way. When Judge
5 McMahon addressed that issue -- just like when a Judge
6 said they weren't married, a Judge also said that there
7 was not probable cause.

8 That was decided. Case closed. It's over.

9 It worked that way for us, and it works that way
10 for them. That is what equal protection of the law is
11 about.

12 Now, they say, well, maybe the Judge didn't dismiss
13 it for lack of probable cause, but maybe he dismissed
14 it for lack of jurisdiction.

15 Whatever the reason is that the Judge dismissed it,
16 it was dismissed. It's gone, so the warrant was bogus
17 and no good.

18 The issue is decided, and you don't have to go into
19 that. It's already been decided. Just like the issue in
20 the Probate Court was decided.

21 There was no probable cae. The warrant was ille-
22 gal. That's been decided. Just like the issue of the
23 common law marriage. As a matter of law. It was de-
24 cided as a matter of law.

25 Everybody has to be fed out of the same spoon, even

Reply Closing Argument by Mr. Moore

1 if he is the High Sheriff of Richland County.

2 You know, it doesn't matter that a judge issues
3 the warrant. It doesn't matter who issued it. She
4 signed the affidavit. She took an oath and she accom-
5 plished the arrest.

6 Judge McMahon ruled at the preliminary hearing it
7 was unlawful -- the warrant was unlawful -- and I
8 submit it would have been better if it had not been is-
9 sued in the first place, because it was illegal.

10 Forgery -- forgery is fraud, a specific intent to
11 cheat or a specific intent to steal.

12 They claimed she forged the P O A. They submit
13 there was a fraud by her, and I submit to you that if
14 Kay Paschal was going to steal from this man she could
15 have done a better job and got more out of him.

16 Malicious prosecution was done, and there was no
17 probable cause, and the warrant was dismissed.

18 Abuse of process -- we do have to prove that there
19 was abuse of process; that there were other impacts
20 there. They brought the criminal charge. The Probate
21 Court case was scheduled on the 16th day of November.

22 Kay was unable to go to the Probate Court hearing
23 on the 16th day of November because she was arrested on
24 an illegal arrest warrant. Did the arrest warrant
25 impact on the Probate Court case?

Reply Closing Argument by Mr. Moore

1 Yes. Kay lost the Probate Court case because of
2 the fact that she was in jail and could not attend the
3 hearing.

4 Therefore, the criminal process did impact and it
5 did interfere with Kay's ability to defend herself in
6 Probate Court.

7 The criminal process did impact the civil litigation.
8 That was abuse of process.

9 It may not be pretty, but it's true.

10 Then the search warrants which were illegally obtained
11 in Lexington County -- did those warrants impact
12 Kay's ability to defend herself?

13 Yes, it did, and that is again abuse of process.

14 They want to claim that they were obtained in good
15 faith. We did that in good faith. How is it done in
16 good faith when you put something in a warrant that you
17 know not to be true?

18 How can you put the allegations in in good faith
19 of something that isn't true and you don't even know
20 the meaning of the words?

21 How can it be in good faith if you don't tell the
22 magistrate the whole truth?

23 They want to claim they were obtained in good
24 faith, but if the magistrate had been told everything
25 he probably would not have issued the warrants.

Reply Closing Argument by Mr. Moore

1 Again, I've talked way too long. I can talk for
2 hours. I apologize, folks, and I'm not going to do that.

3 I just want to again stand before you and thank
4 each and every one of you. I appreciate your attention
5 to me, and I thank each one of you in behalf of the
6 justice system.

7 We have a system that we are all privileged to par-
8 ticipate in. A jury who speaks the truth does justice
9 and fully compensates for injury and damages.

10 There are serious damages that have been shown
11 here.

12 Thank you.

13 THE COURT: Thank you, Mr. Moore.

14 Ladies and gentlemen, I always take a break, as I
15 told you, between the closing statements and when I
16 start to give you the law.

17 I need to get some things printed up, so if you'll
18 step out it won't take me long. When I have finished I
19 will send for you.

20 This charge is going to take right at thirty-six
21 minutes. I am going to give you a copy of it so when
22 you go back to the jury room to deliberate I will give
23 it to you, not when I'm reading it to you.

24 I will give you a copy so you can have that if you
25 need it.

Charge on the Law

1 THE COURT: Members of the jury, all of the evidence
2 has been presented. You have heard the arguments of coun-
3 sel.

4 It is now the time for me to instruct you all on the
5 law that applies to the case.

6 Please continue to pay close attention during this
7 next stage of the proceeding. First, you must understand
8 these basic ground rules.

9 You, the jury members, are the sole judges of the facts
10 and you decide all issues of fact. You alone determine the
11 truth of the evidence, its value, its effect and also its
12 weight.

13 You alone judge the credibility of the witnesses. In
14 other words, whether or not the witness' testimony is believ-
15 able.

16 In this regard, you may believe all that a witness
17 says or none of it. You may believe a part of what a wit-
18 ness says and not believe the balance.

19 You may believe one witness against many or many as
20 against one.

21 You may consider any interest, bias or prejudice that
22 you feel that a witness has in the case.

23 You may consider the demeanor and the appearance of a
24 witness and the opportunity for knowledge that the witness
25 has.

Charge on the Law

1 You may consider whether a witness has been consistent
2 or inconsistent, but you are not to exercise these consid-
3 erations arbitrarily.

4 What you are to do is to use your common sense, use
5 your sense of logic and reason and your good judgment.

6 It is improper for me to give you a charge on the facts
7 of the case. I cannot discuss the facts with you or even
8 convey to you an impression as to what personal opinions I
9 might have about the facts of the case.

10 If, during any stage of this trial, you have developed
11 an impression that I have a personal opinion about the
12 facts, you are to remove that totally from your minds.

13 You are the sole judges of the facts. I am the judge
14 of the law that applies in the case, and you are bound by
15 your oath to accept and apply the law as I tell it to you.

16 You must abandon any conflicting ideas you might have
17 as to what the law is or should be. I give you the law;
18 you apply it to the facts as you determine them to be, and
19 in that way you reach a verdict.

20 It is also my job to decide what evidence is admissi-
21 ble. If by our rules something is inadmissible or I have
22 told you to disregard something, you are not to consider
23 those things in arriving at your verdict.

24 You are to base your verdict on competent evidence be-
25 fore you. You are to consider the testimony of witnesses

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1 and any exhibits admitted.

2 There are two types of evidence generally presented
3 during a trial, direct evidence and circumstantial evidence.

4 Direct evidence is the testimony of a person who is
5 claiming to have actual knowledge of a fact, such as an eye
6 witness.

7 It is evidence which immediately establishes the main
8 things to be proven.

9 Circumstantial evidence is proof of a chain of facts
10 and circumstances indicating the existence of a fact.

11 It is evidence which immediately establishes collat-
12 eral facts from which the main fact may be inferred.

13 Circumstantial evidence is based on inference and not
14 on personal knowledge or observation. It is proof that
15 does not actually establish the fact in question, but it
16 asserts or describes something else from which you may
17 reasonably infer the truth of a fact or at least reason-
18 ably infer any increase in the probability that the fact is
19 true.

20 For circumstantial evidence to be sufficient to war-
21 rant the finding of fact, the circumstances must lead to
22 that fact with reasonable certainty.

23 The facts and circumstances should be considered in
24 the light of ordinary experience and common sense. The
25 existence of a fact cannot be based on speculation, surmise

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1 or conjecture.

2 The law makes absolutely no distinction between the
3 weight or value to be given to either direct or circumstan-
4 tial evidence, nor is a greater degree of certainty required
5 of circumstantial evidence than of direct evidence.

6 Now, let'S turn to the specific allegations of this
7 case.

8 Kay Paschal is the Plaintiff. She brought this law-
9 suit by filing a Complaint against Leon Lott, as Sheriff of
10 Richland County. He is known as the Defendant, or the
11 Sheriff's Department is the Defendant.

12 In South Carolina, an action against a governmental
13 employee is brought against the agency for which the employee
14 was acting, not against the individual employee.

15 The Defendant in this case is a governmental entity,
16 the Richland County Sheriff. The governmental entity is
17 responsible for the actions or omissions of its employees
18 as were performed within the scope and course of the agency
19 relationship.

20 In the Complaint, Ms. Paschal alleges that she had a
21 relationship with David Wallace for years leading up to the
22 time of his death.

23 She alleges that Mr. Wallace had some adult children,
24 Jeffrey Wallace and Elizabeth Wallace, who made fictitious
25 and meritless allegations of wrong-doing against Ms.

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1 Paschal around the time of his death and thereafter.

2 It is claimed that the children began proceedings in
3 the Probate Court after Mr. Wallace's death, seeking to
4 challenge the rights of Ms. Paschal related to the Estate.

5 The Plaintiff alleges that these adult children formed
6 a personal relationship with Lieutenant Heide Scott, who is
7 now Jackson but I will refer to her as Scott, of the Rich-
8 land County Sheriff's Department, and they urged Lieuten-
9 ant Scott to pursue baseless claims.

10 The Plaintiff alleges that Lieutenant Scott intention-
11 ally and without just cause or excuse engaged in a pattern
12 of mis-using her power to obtain and maintain improper
13 legal proceedings against the Plaintiff in the form of ar-
14 rest warrants in Lexington County.

15 Lieutenant Scott is accused of knowingly executing
16 false affidavits to obtain legal process, withholding in-
17 formation from court officials and perjury.

18 The Plaintiff asserts that the alleged misconduct by
19 the Richland County Sheriff's Office did directly and prox-
20 imately cause her to suffer such things as being incarcer-
21 ated, having her license to practice law suspended, and
22 being subjected to humiliation, embarrassment and emotional
23 distress.

24 She also alleges that it has caused her to incur ex-
25 penses.

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1 She claims that the Sheriff's Office is liable to her
2 based on the legal theories of abuse of process and malic-
3 ious prosecution.

4 In response to the Complaint, the Defendant and the
5 Sheriff's Office filed its Answer.

6 In the Answer, the Defense raises a qualified general
7 denial. This means that the Sheriff's Office admits cer-
8 tain things but denies any wrong-doing on the part of the
9 Sheriff's Department.

10 This places the burden of proof upon the Plaintiff to
11 prove her claims.

12 The Defendant also raised some affirmative defenses.
13 Affirmative defenses require the Defendant to assume the
14 burden of proving them. I will discuss the affirmative de-
15 fenses with you in more detail later.

16 Now, a party who brings a lawsuit has the burden of
17 proof as to that lawsuit, and a party who asserts an affirm-
18 ative defense has the burden of proof as to that defense.

19 The burden of proof in a civil case is known as the
20 greater weight or preponderance of the evidence, and what
21 we mean by the greater weight or preponderance of the evi-
22 dence can be illustrated by imagining a traditional set
23 of scales.

24 When a case begins, the scales are even. After all
25 of the evidence has been presented if the scales remain

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1 even or if they should tip even slightly in favor of the
2 opposing party, then the party with the burden of proof
3 has not met the burden; hasn't produced the greater weight
4 of the evidence.

5 On the other hand, if the scales should tip even
6 slightly in favor of the party with the burden of proof
7 then the burden of proof has been met.

8 Now, all I'm trying to do with that explanation is to
9 give you a mental image because weighing the evidence is
10 entirely a mental process. It is done through the exercise
11 of your good common sense and judgment.

12 The evidence to which you should give the most weight
13 is that which convinces you of its truth.

14 The Plaintiff claims that the Defendant is guilty of
15 malicious prosecution.

16 The law recognizes that an individual should be free
17 from unjustified litigation. If the person suffers injury
18 to reputation, financial expense or interference with prop-
19 erty as a direct result of the unjustified prosecution,
20 she is entitled to recover for those damages.

21 In order to recover in an action for malicious prose-
22 cution, the Plaintiff must prove the following things:

23 First, the Plaintiff must prove that a criminal judi-
24 cial proceeding was begun against her or that charges were
25 continued to be pursued against her.

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1 Next, the Plaintiff must prove that the Defendant re-
2 quested that the criminal proceedings be instituted or that
3 the Defendant continued the pursuit of the criminal pro-
4 ceedings.

5 Next, the Plaintiff must prove that the prosecution
6 ended in the Plaintiff's favor.

7 The Plaintiff must also prove that the Defendant acted
8 with malice in instituting or continuing to proceed. Mal-
9 ice in this context refers to a deliberate purpose to in-
10 jure the Plaintiff without just cause or excuse.

11 However, malice does not require that the act be moti-
12 vated by personal ill will. Malice is a wilful intention
13 to wrong another unjustly.

14 Malice may be either express or inferred, implied. It
15 may be inferred from the circumstances of the case, or it
16 may be inferred from a prosecution that is continued or is
17 commenced without probable cause.

18 The next thing the Plaintiff must prove is that the
19 Defendant lacked probable cause to institute or continue
20 the action.

21 Probable cause involves whether the Defendant had a
22 reasonable cause to believe that the Plaintiff committed
23 the offenses of forgery and breach of trust with fraudulent
24 intent in Lexington County, and not whether the Plaintiff
25 was actually guilty or innocent.

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1 In determining whether probable cause existed, you
2 look to the facts and the circumstances present in the
3 mind of the law enforcement officer at the time of the
4 institution or the continuation of the proceedings, and
5 not later events.

6 If the facts and the circumstances would have led a
7 person of ordinary intelligence, caution and prudence,
8 acting conscientiously, firmly and without prejudice, to
9 believe that the Plaintiff was guilty of the crime as was
10 charged, that would be probable cause.

11 And to establish a claim of malicious prosecution,
12 the Plaintiff has to prove that the injury or damage --
13 excuse me -- that the injury or damage resulted from the
14 proceeding.

15 Now, to explain the concept of probable cause in
16 more detail, it is a good faith belief that the Plain-
17 tiff is guilty of the crime charged.

18 Where the belief rests on grounds that would make
19 an ordinarily prudent and conscientious person, acting
20 under the circumstances, believe that the crime had been
21 committed.

22 Probable cause is something more than mere suspicion
23 of guilt. Therefore, an arrest made on a hunch or mere
24 belief or guess, unsupported by facts, circumstances or
25 criminal information pointing to the guilt of Plaintiff,

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1 cannot be justified as having been made on probable cause.

2 Probable cause may be found somewhere between sus-
3 picion and sufficient evidence to convict.

4 In determining whether or not there was a probable
5 cause of an arrest, the probability cannot be technical,
6 but it must be based on practical and factual considera-
7 tions of everyday life on which a reasonable, prudent and
8 cautious person would act.

9 Probable cause may exist even though there may be
10 some room for doubt. Probable cause may exist if facts
11 relied on later prove to be false.

12 As long as the facts known at the time the charge
13 was instituted or at the time the charge was pursued or
14 continued would have made a reasonable person, a reason-
15 able and prudent person, believe that the Plaintiff was
16 guilty of the crime.

17 If the facts and circumstances within the officer's
18 knowledge, or if she possessed reasonably trustworthy in-
19 formation, were sufficient in themselves to convince a
20 person of reasonable caution that the crime in question
21 had been or was being committed, that is sufficient prob-
22 able cause.

23 The evaluation is to be made in what would be under-
24 stood by the person versed in the field of law enforce-
25 ment and not necessarily by what legal scholars might

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1 gleen by extensive research.

2 Now, I'm trying to read this verbatim. I usually
3 sit up here and just talk and use it as a proffer since
4 I'm going to give you a copy of it. I'm trying to stay
5 close to the script.

6 I might vary a little bit. It is usually easier to
7 follow it a little bit if I'm not reading it so strict
8 here.

9 In order for you to evaluate whether or not prob-
10 able cause existed for a particular crime, I need to
11 explain to you some things about the crimes for which
12 Ms. Paschal was arrested.

13 Forgery involves falsely making or counterfeiting
14 a written instrument or causing or assisting in its being
15 done.

16 Forgery also occurs when someone presents or repre=
17 sents a written document to be true when the document
18 is false or forged or counterfeited.

19 Forgery requires intent to defraud any person. The
20 intent to defraud may be shown by acts and conduct of
21 the accused and other circumstances from which one may
22 naturally or reasonably infer intent.

23 Now, there is a permissive inference that an ac-
24 cused forged a document or was aware of the forgery
25 where the accused was in possession of a forged instrument

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1 of which the accused claimed to be the beneficiary and
2 the instrument was applied to the suspect's own use.

3 Now, that inference is not binding but it is al-
4 lowed if the circumstances indicate that it should be
5 inferred.

6 A charge of forgery does not require that anyone
7 be actually injured or defrauded by the false instru-
8 ment. The mere possibility of injury is enough if there
9 is a mis-use of a forged instrument with the intent to
10 defraud.

11 Forgery requires an intent to defraud on the part
12 of the accused.

13 Now, breach of trust with fraudulent intent would
14 involve situations where personal property was put into
15 an accused's possession as a trust.

16 Personal property is property or currency other
17 than real estate.

18 A trust is a holding of property subject to a duty
19 to use it or to apply proceeds from it according to di-
20 rections given by the person who put the property in
21 trust.

22 A breach of that duty occurs when there is a use of
23 the property by the accused for some purpose other than
24 that for which it was put in trust with a fraudulent in-
25 tent on the part of the accused.

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1 Breach of trust with fraudulent intent requires
2 that the accused have a fraudulent intent in breaching
3 the trust; that the accused converted property held in
4 trust with a fraudulent intention of using it as their
5 own property or permanently depriving the owner of the
6 use or possession of the property.

7 Now, fraudulent intent is a mental state, a con-
8 scious wrongdoing. It may be shown by circumstances,
9 acts or conduct from which one may naturally and rea-
10 sonably infer the necessary criminal intent.

11 Next I'm going to talk to you about the legal
12 theory of abuse of process.

13 The Plaintiff claims that the Sheriff's Department
14 abused the legal process. Abuse of process is the mis-
15 use of the legal system for some purpose other than
16 that which was intended by the law.

17 A process is the way in which a person is required
18 to appear in Court.

19 Process is also the means by which the Courts re-
20 quire compliance with their Orders. It includes all
21 procedures that are involved in bringing a case against
22 another.

23 To establish a claim of abuse of process, a Plain-
24 tiff has to prove, first, that the Sheriff's Department
25 had some ulterior purpose or bad intent in causing her

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1 to be arrested.

2 Next, the Plaintiff must prove that the Sheriff's
3 Department wilfully used legal process for -- legal pro-
4 cess for an unlawful purpose, a purpose for which it
5 was not meant to be used, in order to coerce or harass
6 Ms. Paschal in some way.

7 Third, the Plaintiff must prove that she suffered
8 damages as a direct result of the abuse of process.

9 Ms. Paschal has to prove to you that the Richland
10 County Sheriff's Office abused legal process by some
11 act done or some threat made that was not authorized or
12 which was aimed at a result not legitimate in the use
13 of the process.

14 A party is not liable for abuse of process if he
15 or she has done nothing more than carry out the process
16 to its authorized conclusion, even if it was done with
17 bad intentions.

18 An improper purpose may be coercion, to gain an ad-
19 vantage that is not properly involved in the proceeding
20 itself.

21 It is not necessary that the process be issued
22 without justification. The issuance of the process may
23 in and of itself be justified. However, the malicious
24 mis-use or perversion of the process for an unlawful
25 process constitutes an abuse of process.

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1 I need to explain to you that there is a statute
2 that instructs magistrates about the proper issuance of
3 a warrant.

4 It states that an arrest warrant may not be is-
5 sued for the arrest of a person unless it is sought by
6 a law enforcement officer acting in her official capac-
7 ity.

8 If an arrest warrant is sought by someone other
9 than a law enforcement officer, then the magistrate
10 must issue a courtesy summons.

11 Now, we have about ten more minutes.

12 I mentioned earlier that I would explain the af-
13 firmative defenses raised by the Sheriff's Office. The
14 first affirmative defense is the advice of counsel.

15 It is that the officer claims that she acted on
16 the advice of counsel. As a general rule, the advice
17 of a prosecuting attorney to a law enforcement officer
18 may be a defense, provided that the officer -- excuse
19 me -- the advice is sought in good faith and received
20 after a full and complete disclosure of all the mater-
21 ial facts.

22 In order to be successful in this defense, the
23 Sheriff's Office must prove by the greater weight of
24 the evidence that before instituting the prosecution
25 the Defendant made a full and fair disclosure of all the

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1 material facts to a prosecuting officer or attorney
2 who advised the Defendant on the prosecution.

3 The Defendant must also prove that the officer
4 acted or relied on the advice in good faith before in-
5 stituting or maintaining the prosecution.

6 Finally, the Defendant must prove that the offi-
7 cer sought the advice in good faith.

8 Now, the Sheriff's Department has also raised gov-
9 ernmental immunity for the affirmative defenses.

10 Under the law that we brought to this country pri-
11 marily from England, which is typically referred to as
12 common law, the government could not be sued for dam-
13 ages.

14 Governmental agencies such as sheriffs had immun-
15 ity under the common law. That has been modified in
16 South Carolina, and we have a statute that the Legisla-
17 ture has provided.

18 Governmental agencies can be sued but there are
19 exceptions to the ability to sue. In other words, if
20 the conduct is protected by one of the exemptions in
21 the statute, the governmental agency is protected by
22 immunity.

23 The statute provides that the limitations and the
24 exemptions for the governmental agent, while acting
25 within the scope of her official duties, are to be

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1 liberally construed in favor of granting immunity.

2 When the issues are raised of immunity, the law
3 requires the Sheriff's Department to prove that the
4 conduct in question is covered by the exemption that
5 is claimed. In other words, that the immunity would
6 apply.

7 So the Defense has the burden of proof, and must
8 prove that immunity applies by the greater weight of
9 the evidence.

10 A governmental entity -- I'm going to read for
11 you the exemptions or parts of it that apply, or that
12 may apply.

13 A governmental entity is not liable for a loss
14 resulting from the execution, enforcement or implement-
15 ation of the Orders of any Court or execution, enforce-
16 ment or lawful implementation of any process.

17 A governmental entity is not liable for the adop-
18 tion, enforcement or compliance with any law or the
19 failure to adopt or enforce any law, whether valid or
20 invalid, including but not limited to any charter, pro-
21 vision, ordinance, rule, resolution, regulation or writ-
22 ten policies.

23 And a governmental entity is immune for the exer-
24 cise of discretion or judgment by the governmental en-
25 tity or employee for the performance or failure to

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1 perform any act or service which is in the discretion
2 or judgment of the governmental entity or employee.

3 So basically if the Sheriff's Department proves
4 that the conduct in question fell within one or more
5 of these exemptions, if it was from the enforcement of
6 a Court Order or lawful process, or if it arose from an
7 enforcement of the law, or if it was done in the exer-
8 cist of discretion, as I will explain to you in more
9 detail in a moment, you cannot award damages against
10 the Sheriff's Department for that conduct. They are
11 covered by immunity.

12 Now, with regard to the immunity for discretion-
13 ary acts, the law requires immunity to the governmental
14 agency for the exercise of discretion or judgment by
15 the governmental entity or its employees.

16 The law states that a governmental agency is im-
17 mune from loss resulting from the exercise of discre-
18 tion or judgment by the governmental entity or employ-
19 ee, or the performance or failure to perform any act
20 of service that is in the discretion or judgment of
21 the governmental entity or employee.

22 Now, to qualify for discretionary immunity, the
23 Defendant, Sheriff's Office, has to prove that it was
24 faced with alternatives; that it actually weighed the
25 competing considerations, and then it made a conscious

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1 choice, using accepted professional standards appropriate to resolve the issue before it.

2
3 If the proximate cause of the injury or damage
4 arose from the Defendant's appropriate exercise of discretion, the Defendant cannot be held liable for that
5 injury or damage.
6

7 If the Plaintiff proves to you that the Defendant
8 engaged in malicious prosecution in beginning or maintaining the criminal charges in Lexington County, or if
9 you find that she has established her claim of abuse,
10 and if you find that the accountability is not protected
11 by one of the affirmative defenses, then Ms. Paschal
12 would be entitled to recover damages that are the actual and natural and proximate and direct result of the
13 prosecution or continuation of the Lexington County
14 charges or any relevant abuse of process.
15
16

17 Now, there are two types of damages. There is
18 actual damages and there is punitive damages.

19 Actual damages are sometimes called compensatory
20 damages because they are designed to compensate the injured party or damaged party, to put the injured party
21 as nearly as possible in the same position that she was
22 in before the incident occurred.
23

24 In other words, actual damages would be the actual
25 losses, expenses and damages that were suffered because

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1 of the other party's unlawful conduct.

2 Now, punitive damages are punishment damages, and
3 they are designed to punish or make an example of the
4 wrong-doing.

5 Punitive damages are not permissible in this case,
6 and you are not permitted to award punitive damages in
7 this case.

8 So if you find that Ms. Paschal has proven her
9 claim for malicious prosecution or abuse of process, or
10 both, you would then consider the issue of whether she
11 has proven that such wrong-doing directly caused her
12 to suffer damages.

13 Actual damages include such things as compensa-
14 tion for loss of income or earning potential, general
15 expenses, deprivation of liberty, injury to reputation,
16 character or health, mental or physical pain and suffer-
17 ing, general impairment of social and business stand-
18 ing, fright, nervousness, indignity, humiliation, embar-
19 rassment, hardship, discomfort, pain and of mental
20 anguish.

21 Now, there is no yardstick that I can give you by
22 which to precisely measure such things as damage to
23 reputation or emotional damages in dollars and cents,
24 and while those things are difficult to measure they
25 are material elements of actual damages, and it falls

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1 upon the jury to decide from the facts of each case what,
2 if any, value should be assessed or awarded for these
3 types of damages.

4 In order to recover for damages, the Plaintiff has
5 to prove to you that the wrong-doing of the Defendant
6 proximately caused her to suffer those damages.

7 Proximate cause is a direct cause, a cause without
8 which the injury or damage would not have occurred.

9 So the Plaintiff has to prove that she was damaged
10 as a proximate result of malicious prosecution or abuse
11 of process, or both, by the Defendant.

12 The party who seeks damages has to prove them by
13 the greater weight of the evidence. That does not mean
14 that she has to prove them with mathematical precision.

15 What is required is that she has to put forth suf-
16 ficient evidence to enable you, the jury, to determine
17 what amount of damages, if any, is fair, just and rea-
18 sonable under the circumstances.

19 You cannot award damages based on speculation or
20 conjecture or mere sympathy.

21 That's the law. Thirty-seven minutes.

22 All right, folks, when you go back to the jury
23 room to decide a case you will have with you all of the
24 exhibits that have been admitted in the trial.

25 You are going to have with you this verdict form.

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1 On this form you are going to tell us your decision.

2 One of the exhibits you have is a CD, and we're
3 going to take one of the computers out of my office and
4 it's an old computer that is used for one purpose and
5 shouldn't have anything on it.

6 It is used to access something in Lexington County
7 that we can't do with a State computer, so it's an old
8 computer, but my law clerk has tried it out and he has
9 says it plays fine.

10 If you have any problem with it, just let the
11 bailiff know and we will try to get you another one,
12 another computer.

13 On this verdict form, as I said, you will tell us
14 your decisions.

15 Now, you will see the caption at the top which is
16 the name of the case, the case number, and then there
17 are three separate sections, separated by the use of
18 Roman Numerals.

19 Roman Numeral One reads, as to the cause of action
20 for malicious prosecution, we, the jury, unanimously
21 find, and you have two options.

22 You may find for the Plaintiff, Kay Paschal, or
23 you may find for the Defendant, Sheriff Lott.

24 Roman Numeral Two reads, as to the cause of action
25 for abuse of process, we, the jury, unanimously find,

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1 and, again, you have two options.

2 You may find for the Plaintiff, Kay Paschal, or you
3 may find for the Defendant, Leon Lott as Sheriff of
4 Richland County.

5 Now, at the bottom of the page there are some di-
6 rections related to whether you fill in Roman Numeral
7 Three or not.

8 What it tells you is if you have found for the
9 Plaintiff, Kay Paschal, under either of the causes of
10 action, or both, then you answer question three -- you
11 come to question three, Section Three.

12 Or if you have found for the Sheriff's Department
13 on both the abuse of process and malicious prosecution,
14 then you will have found for the Defendant and you will
15 not go to Section Three because Section Three deals
16 with damages.

17 Obviously, if you have found for the Defendant you
18 are not going to be awarding any damages. So Section
19 Three, if you reach it, reads as follows:

20 We unanimously award the Plaintiff the amount
21 of blank dollars actual damages.

22 If you reach that question, you would fill in the
23 blank.

24 Now, Mr. Foreman, part of your job will be to re-
25 cord the verdict for me, and I think you will find the

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1 verdict form to be self-explanatory.

2 Just check the responses chosen by the jury, and
3 if it involves an award of damages fill in the amount.

4 Regardless of where the jury stops, you will sign
5 your name on the signature line at the bottom.

6 Now, I'm supposed to tell you that I had to list
7 these things in some order. I had to put some party's
8 name first and some party's name second, so I'm not try-
9 ing to suggest to you by the order in which I have here
10 stated them what you should find one way or another.

11 I have told you several times during the course of
12 the case not to discuss the case and, believe it or not,
13 it is not time yet.

14 The law says that I have to go over with the attorn-
15 eys what I've just told you, and that is just common
16 sense.

17 We don't want you back there deciding the law --
18 excuse me, deciding the case using the wrong law. Some-
19 times I say things I don't even realize I've said.

20 If the lawyers point out something to me that I be-
21 lieve should be clarified, I will bring you back out and
22 I will instruct you.

23 But if I am satisfied with what I've told you,
24 here is the signal you need to look for. I will send
25 into the jury room all of the exhibits, the computer

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1 and the verdict form.

2 The Bailiff will bring out the two alternates and the
3 door will be closed. When it is just the twelve of you
4 in there, you won't have to wait another second. You
5 can start talking about the case but don't talk about
6 the case until then, please.

7 You have been an exemplary jury, and I appreciate
8 your service immensely.

9 When you retire to the jury room, I will get the
10 case to you as quickly as I can. Thank you.

11 (Jury excused from Courtroom at 2:44 P.M.)

12 THE COURT: Would you state for the record any ad-
13 ditions, exceptions or objections to the charge, for
14 the Plaintiff?

15 MR. MOORE: No objections, Your Honor.

16 THE COURT: For the Defendant?

17 MR. FRAWLEY: No objections.

18 THE COURT: All right, folks. I want to commend
19 you all. You are advocates in the truest sense of the
20 word. You've fought hard.

21 You have been professional and cordial, and I ap-
22 preciate the respect everyone has shown to the Court.

23 The jury has to do their job and we're going to
24 put it in their hands and see how they decide it, but I
25 do appreciate your hard work on behalf of your clients,

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1 and I appreciate the respect everybody, the attorneys
2 and everybody else, has demonstrated to the Court.

3 Check the verdict form and check the exhibits.

4 Let me tell you what I'm going to do about the
5 charge as I'm sending it back. I'm going to send back
6 twelve copies, and I'm going to mark one copy, the thir-
7 teenth copy, as a Court's Exhibit, so if there is ever
8 any need to compare what I spoke to the jury to what I
9 sent in in written form there will not be a mystery.

10 (Copy of the charge marked as a Court's Exhibit)

11 THE COURT: All right, bring the alternates out as
12 you take those in.

13 (Alternates brought from jury room. Twelve jurors
14 commenced deliberations at 2:49 P.M.)

15 THE COURT: I have asked them if they need any
16 help with the computer to let us know.

17 (Brief pause in proceeding)

18 THE COURT: Well, we made it through without los-
19 ing any of the jurors, so you are free to go. You are
20 off the case.

21 If you want to stay you are welcome to stay. You
22 may talk to anybody about the case if you'd like to, but
23 if you don't want to talk about the case just tell them
24 you don't want to talk about it.

25 I use the alternates in about half the cases that

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1 I have and it turned out this time I didn't need one,
2 but if I didn't have you sitting there and something
3 happened we would have lost all of this time and effort.

4 So thank you very much. If you need anything from
5 the Clerk they will be glad to help you, and they will
6 mail you a little money about a week from now.

7 Thank you so much.

8 We're in recess pending a verdict.

9 (Alternate jurors were excused. The Court stood
10 in recess until 5:15 P.M.)

11 THE COURT: Are you ready to receive the verdict?

12 MR. FRAWLEY: Yes, sir.

13 MR. MOORE: Yes, sir.

14 THE COURT: Bring the jury.

15 (Jury returned to the Courtroom)

16 THE COURT: Madam Clerk?

17 CLERK: Has the jury reached a verdict?

18 FOREMAN: Yes.

19 THE COURT: If you will hand the verdict form to
20 the Bailiff?

21 (Verdict form handed to Bailiff who gave it to the
22 Court)

23 THE COURT: You want to publish it?

24 CLERK: In the matter of Kay Paschal versus Leon
25 Lott, the duly elected Sheriff of Richland County, South

Verdict

1 Carolina. Case Number 2012 CP 32 0342.

2 As to the cause of action for malicious prosecu-
3 tion, We, the jury, unanimously find for Kay Paschal.

4 As to the cause of action for abuse of process,
5 We, the jury, unanimously find for the Plaintiff, Kay
6 Paschal.

7 We unanimously award the Plaintiff the amount of
8 One Million Six Hundred Ten Thousand Dollars in actual
9 damages.

10 If the members of the jury would please raise your
11 right hands to signify if that is your verdict?

12 (Jurors complying)

13 All jurors are in agreement.

14 THE COURT: All right. Are there any matters to
15 take up prior to the jury being discharged, from the
16 Plaintiff?

17 MR. MOORE: No, nothing from the Plaintiff.

18 THE COURT: From the Defense?

19 MR. FRAWLEY: Not at this time, Your Honor.

20 THE COURT: All right, ladies and gentlemen, this
21 will conclude your jury service. Thank you so much.

22 They will mail to you a check. It won't be much,
23 and inside the envelope will be a certificate certify-
24 ing the days you were up here so you can give that to
25 your boss.

Verdict

1 They tell me it takes about ten days to get to you,
2 and if you feel you need it just tell the Bailiff and
3 we'll try to get you that slip today.

4 Thank you. You are free to go.

5 (Jury members excused by the Court)

6 THE COURT: Any motions?

7 MR. MOORE: Your Honor, I would request ten days,

8 . . .

9 THE COURT: The parties are each granted ten days

10 Mr. Frawley, I know you know this, but it makes me
11 feel better when I say it. I cannot extend the ten
12 days so . . .

13 MR. FRAWLEY: Yes, sir.

14 MR. MOORE: Yes, sir.

15 THE COURT: We never know what tomorrow is going to
16 bring. I just always feel better when I say that it
17 is not something I can extend.

18 All right. Thank you very much.

19 (Whereupon, Court was adjourned)

20 -----END OF REQUESTED TRANSCRIPT OF RECORD-----

21

22

23

24

25

STATE OF SOUTH CAROLINA |
 |
COUNTY OF RICHLAND |

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that as principal (The "Principal") I, David Wallace, a resident of the State and County aforesaid, have made constituted and appointed and by these presents do make, constitute and appoint Elizabeth G. Wallace, my true and lawful attorney ("Attorney") for the purposes hereinafter set forth.

Subject to the limitations set forth in this paragraph, I have also made, constituted and appointed and by these presents do make, constitute and appoint as my true and lawful attorney, Kay F. Paschal, for the purposes hereinafter set forth. So long as the limitations described below shall apply to Kay F. Paschal, he or such of he to whom such limitations apply shall be referred to herein as my "Standby Attorney." The term "Attorney" as used herein shall apply to any Standby Attorney at such time as the limitations described below no longer apply.

(a) The limitations referred to above upon the authority of my Standby Attorneys to act hereunder are as follows:

(i) In no event is Kay F. Paschal authorized to act hereunder so long as Elizabeth G. Wallace is living, competent to act and has not resigned or been removed; provided, that Elizabeth G. Wallace may give specific authority in writing for Kay F. Paschal to act on her behalf under this Power of Attorney.

(b) The limitations upon the authority to act of a Standby Attorney shall not apply if such Standby Attorney has executed and delivered an affidavit setting forth that the limitations described above upon such Standby Attorney's authority to act do not then apply. Upon the execution and delivery of such an affidavit by a Standby Attorney, such Standby Attorney shall be authorized to act as Attorney and no person acting in reliance upon such affidavit shall incur liability to me or to my estate.

(c) A Standby Attorney is subject to removal as provided in Article II, paragraph D, hereof.

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Power of Attorney
David Wallace



05/17/02

ARTICLE I
Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this power of attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers In General

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described below in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating to Management of Assets.

1. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper, and no person dealing with Attorney shall be bound to see to the application of any monies paid.

2. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property;

3. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings,

STATE OF SOUTH CAROLINA]
COUNTY OF RICHLAND]

POWER OF ATTORNEY

Book 1601-1444
2010026801 04/23/2010 15:48:45:747 Power of Attorney
Fee: \$22.00 County Tax: \$0.00 State Tax: \$0.00



KNOW ALL MEN BY THESE PRESENTS that as principal (The "Principal") I, David Wallace, a resident of the State and County aforesaid, have made constituted and appointed and by these presents do make, constitute and appoint Kay F. Paschal, my true and lawful attorney ("Attorney") for the purposes hereinafter set forth.

Subject to the limitations set forth in this paragraph, I have also made, constituted and appointed and by these presents do make, constitute and appoint as my true and lawful attorney, Elizabeth G. Wallace, for the purposes hereinafter set forth. So long as the limitations described below shall apply to Elizabeth G. Wallace, she or such of her to whom such limitations apply shall be referred to herein as my "Standby Attorney." The term "Attorney" as used herein shall apply to any Standby Attorney at such time as the limitations described below no longer apply.

(a) The limitations referred to above upon the authority of my Standby Attorneys to act hereunder are as follows:

(i) In no event is Elizabeth G. Wallace authorized to act hereunder so long as Kay F. Paschal is living, competent to act and has not resigned or been removed; provided, that Kay F. Paschal may give specific authority in writing for Elizabeth G. Wallace to act on her behalf under this Power of Attorney.

(b) The limitations upon the authority to act of a Standby Attorney shall not apply if such Standby Attorney has executed and delivered an affidavit setting forth that the limitations described above upon such Standby Attorney's authority to act do not then apply. Upon the execution and delivery of such an affidavit by a Standby Attorney, such Standby Attorney shall be authorized to act as Attorney and no person acting in reliance upon such affidavit shall incur liability to me or to my estate.

(c) A Standby Attorney is subject to removal as provided in Article II, paragraph D, hereof.

Power of Attorney
David Wallace

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SW
05/17/02



ARTICLE I
Empowerment of Attorney

Attorney is authorized in Attorney's absolute discretion from time to time and at any time with respect to my property, real or personal, at any time owned or held by me and without authorization of any court and in addition to any other rights, powers or authority granted by any other provision of this power of attorney or by statute or general rules of law (and regardless of whether I am mentally incompetent or physically or mentally disabled or incapable of managing my property and income), with full power of substitution, as follows:

A. Powers In General

To do and perform all and every act, deed, matter, and thing whatsoever in and about my estate, property and affairs as fully and effectually to all intents and purposes as I might or could do in my own proper person, if personally present, the specifically enumerated powers described below in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof.

B. Powers Relating to Management of Assets.

1. To buy, receive, lease as lessor, accept or otherwise acquire; to sell, convey, mortgage, grant options upon, hypothecate, pledge, transfer, exchange, quit-claim, or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever or any custody, possession, interest, or right therein, for cash or credit and upon such terms, considerations and conditions as Attorney shall think proper, and no person dealing with Attorney shall be bound to see to the application of any monies paid.
2. To take, hold, possess, invest or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of, such property by all lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, build on, raze, rebuild, alter, modify, or improve the same or any part thereof, and/or lessee, with or without option to renew; to collect, receive and receipt for rents, issues and profits of my property;
3. To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, endorsements, hypothecations, checks, notes, mortgages, vouchers, receipts, consents, waivers, releases, undertakings,

satisfactions, acknowledgments and such other documents or instruments in writing of whatsoever kind and nature as may be necessary, convenient, or proper in the premises;

4. To subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration;

5. To invest and reinvest all or any part of my property in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnership, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments by fiduciaries;

6. To continue and operate any business owned by me and to do any and all things deemed needful or appropriate by Attorney, including the power to incorporate the business and to put additional capital into the business, for such time as Attorney shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for Attorney's own negligence; and to close out, liquidate, or sell the business at such time and upon such terms as Attorney shall deem best;

7. To transfer all of my stock and/or securities to my Attorney, as agent (with the beneficial ownership thereof remaining in me) if necessary or convenient in order to exercise the powers with respect to such stock and/or securities granted herein;

8. To sell or exercise stock subscription or conversion rights;

9. To refrain from voting or to vote shares of stock owned by me at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of any owner in respect to any securities constituting my property.

10. To participate in any plan of reorganization or consolidation or merger involving any company or companies with respect to stock or other securities which I own and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power

with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by Attorney pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as Attorney may deem advisable in connection therewith.

11. To execute, acknowledge, and deliver in my behalf, oil, gas, and other mineral leases, whether as lessor or lessee, and whether the same contains unitization or pooling agreements, agreements for the purchase or sale of royalties and production payments, joint venture and joint operating agreements for oil and gas operations, division and transfer orders, drilling contracts, net profit leases and agreements, contracts for or permitting geophysical or other exploration work, claims for and releases of claims for damages, assignments of oil and gas leases, royalty interests and mineral properties, and any other instrument and conveyance, assignments or releases of oil, gas or mineral properties.

C. Powers Relating to Management of Assets and/or Custody of Person.

1. To prepare, execute and file joint or separate income and other tax returns and amended returns and declarations of estimated tax for any year or years; to prepare, execute and file gift tax returns made by me or by Attorney on my behalf for any year or years; to consent to any gift and to utilize any gift splitting provision; to utilize or make any tax election; and to prepare, sign and file claims for refund of any tax and other governmental reports, applications, requests, and documents.

2. To deposit in my name and for my account, with any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution, all moneys to which I am entitled or which may come into Attorney's hands as such attorney-in-fact, and all bills payable of exchange, drafts, checks, promissory notes and other securities for money payable or belonging to me, and for that purpose to sign my name and endorse each and every such instrument for deposit or collection; and from time to time, to withdraw any or all moneys deposited to my credit at any bank, banker or trust company or any building or savings and loan association or any other banking or similar institution having moneys belonging to me, and, in connection therewith, to draw checks or to make withdrawals in my name; to make, do execute, acknowledge and deliver, for and upon my behalf and in my name, all such checks, notes and contracts on my behalf or on behalf of my pet animal or animals as my Attorney deems necessary.

3. To endorse, receive, and collect checks payable to my order drawn on the Treasurer or other fiscal officer or depository of the United States, or any sovereign state or authority, or any political subdivision or instrumentality thereof, or any private person, firm, corporation, or partnership;

4. To have access at any time or times to any safe deposit box rented by me, wheresoever located, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe deposit box, and any institution in which any such safe deposit box may be located shall not incur any liability to me or any estate as a result of permitting Attorney to exercise this power;

5. To make, do, and transact all and every kind of business of any nature or kind whatsoever, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, or any rebate, refund, or discount thereon, which may now or hereafter be due, owing, or payable by me or to me;

6. To institute, prosecute, defend, abandon, compromise, arbitrate, and dispose of legal, equitable, or administrative hearings, actions, suits, attachments, arrests, distresses or other proceedings, or otherwise engage in litigation involving me, my property or any interest of mine;

7. To borrow money and to encumber, mortgage or pledge any and all of my property in connection with the exercise of any power vested in Attorney;

8. To deal with Attorney in Attorney's individual, or any fiduciary, capacity, in buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions;

9. To employ and dismiss and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, real estate agents and/or brokers, and other assistants and advisors deemed by Attorney needful for the proper administration of my property, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such agent or professional representative was selected and retained with reasonable care;

10. To purchase for my benefit and in my behalf United States Government bonds redeemable at par in payment of United States Estate taxes imposed at my death upon my estate;

Power of Attorney
David Wallace

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05/17/02

11. To apply for a Certificate of Title upon, and endorse and transfer title thereto, any automobile, truck, pickup, van, motorcycle or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment;

12. To insure my property against damage or loss and Attorney against liability with respect to third persons; and

13. To pay and adjust debts incurred by me or by Attorney in connection with any power authorized hereunder.

D. Powers Relating to Custody of Person.

1. To establish where I shall reside, including the exact physical location, and the city, county, and state of residence and, if necessary, to establish where I shall reside and, make all necessary arrangements for me at any hospital, convalescent institution, nursing home or similar establishment, to have and exercise all rights on my behalf which I may have and possess at such residence or institution and to report such address as my official address to the United States Post Office and any other person, firm, corporation or governmental agency as may be necessary, desirable, convenient or appropriate;

2. To employ, dismiss and compensate medical personnel including physicians, surgeons, dentists, medical specialists, nurses and paramedical assistants deemed by Attorney needful for the proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or the fault of any such physician or other medical personnel, provided such physician or other medical personnel were selected and retained with reasonable care.

3. To make health-care decisions for me if I become unable to make my own health-care decisions with the power to grant, refuse or withdraw consent on my behalf for any health-care service, treatment or procedure, including but not limited to medication, therapy, surgical procedures, life support, and dental care; to talk to health-care personnel, get information and sign forms necessary to carry out these decisions; and to obtain the use of medical equipment, devices or other equipment and devices deemed by Attorney needful for proper care, custody and control of my person and to do so without liability for any neglect, omission, misconduct or fault with respect to such medical treatment or other matters authorized herein.

4. To purchase, dispose of and abandon clothing, food, medicine, household and personal effects of all kinds;

5. To arrange for transportation and travel for me and/or my animals for any purpose, including for medical treatment or recreation.

6. To make advance arrangements for funeral services for me including but not limited to purchase of a burial plot and marker and such other and related arrangements for services, ministerial services, transportation and other necessary, related, convenient, or appropriate goods and services as my Attorney shall deem advisable or appropriate under the circumstances.

7. To apply for, elect, receive deposit and utilize on my behalf all benefits payable by any governmental body or agency, state, federal, county, city or other and to obtain, make claim upon, collect and dispose of insurance and insurance proceeds for my care, custody and control; and

8. To house (or provide for housing), support and maintain any animals which I own and to contract for and pay the expenses of proper veterinary care and treatment for such animals, or if the care and maintenance of such animals shall become unreasonably expensive in Attorney's opinion to dispose of such animals.

E. Powers Relating to Transfers in Trust.

1. In my Attorney's Sole discretion, he may convey, assign and transfer to all or any part of my property and income of every kind and description, real, personal, intangible or mixed, wherever located, and whether acquired before or after the execution of this power of attorney, said property and income to be held, administered and distributed in accordance with the terms of any trust or trusts which are now in existence or hereafter established; and my Attorney is specifically authorized to establish any trust deemed by him to be in my best interest;

2. In Attorney's sole discretion, to assign to the Trust presently and prospectively the proceeds of any policies of insurance which I may now or hereafter become entitled to receive, including but not limited to insurance proceeds payable by reason of my disability, the said proceeds to be held, administered and distributed in accordance with the terms of the Trust; and

3. To execute documents and papers, including deeds of my interest in real property, bills of sale of my personalty, assignments of my intangibles (including my

Certificate of Deposit), to make and/or endorse my checks, make savings withdrawals from my savings accounts, enter my safe deposit box and remove all or any part of the contents thereof which, together with any other and further acts or things necessary, Appropriate or incidental thereto, shall be necessary or appropriate in order to make the transfers described above in paragraphs 1 and 2 of this Section E.

ARTICLE II

Termination, Amendment, Resignation and Removal

A. Power not Affected by Principal's Incapacity.

This power of attorney shall not be affected by physical disability or mental incompetence of the Principal which renders the principal incapable of managing his own estate. It is my intent that the authority conferred herein shall be exercisable notwithstanding my physical disability or mental incompetence.

B. Termination and Amendment.

This power of attorney shall remain in full force and effect until the earlier of the following events: (i) Attorney has resigned as provided herein; (ii) I have revoked this power of attorney by written instrument recorded in the public records of the county aforesaid, or (iii) a committee shall have been appointed for me by a court of competent jurisdiction. This power of attorney may be amended by me at any time and from time to time but such amendment shall not be effective as to third persons dealing with Attorney without notice of such amendment shall have been recorded in the public records of the county aforesaid.

C. Resignation.

In the event that Attorney shall become unable or unwilling to serve or continue to serve, then Attorney may resign by delivering to me in writing a copy of her resignation and recording the original in the public records of the county aforesaid. Upon such resignation and recording, Attorney shall thereupon be divested of all authority under this power of attorney.

D. Removal.

Any person named herein as Attorney may be removed by written instrument executed by me and recorded in the public records of the county aforesaid.

ARTICLE III
Incidental Powers and Binding Effect

In connection with the exercise of the powers herein described, my Attorney is fully authorized and empowered to perform any other acts or things necessary, appropriate, or incidental thereto, with the same validity and effect as if I were personally present, competent, and personally exercised the powers myself. All acts lawfully done by Attorney hereunder during any period of my disability or mental incompetence shall have the same effect and inure to the benefit of and bind me and my heirs, devisees, legatees and personal representatives as if I were mentally competent and not disabled. The powers herein conferred may be exercised by Attorney alone and the signature or act of my Attorney on my behalf may be accepted by third persons as fully authorized by me and with the same force and effect as if done under my hand and seal and as if I were present in person, acting on my own behalf and competent. No person who may act in reliance upon the representations of Attorney for the scope of authority granted to Attorney shall incur any liability to me or to my estate as a result of permitting Attorney to exercise any power, nor shall any person dealing with Attorney be responsible to determine or insure the proper application of funds or property.

ARTICLE IV.
Miscellaneous

A. Exculpation.

Attorney, Attorney's heirs, successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by me, my heirs or assigns, the beneficiaries under my will or under any trust which I have created or shall hereafter create or any person whomsoever on account of any failure to act of Attorney pursuant to this power of attorney.

B. Definitions.

Whenever the word "Attorney" or "Principal" or any modifying or substituted pronoun therefor is used in this power of attorney, such words and respective pronouns shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

C. Severability.

If any part of any provision of this power of attorney shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this power of attorney.

D. Compensation.

Attorney shall be entitled to reimbursement for all reasonable costs and expenses actually incurred and paid by Attorney on my behalf pursuant to any provision of this power of attorney, but Attorney shall not be entitled to compensation for services rendered hereunder.

E. Restrictions.

Notwithstanding any provision herein to the contrary, Attorney shall not satisfy the legal obligations of Attorney out of any property subject to this power of attorney, nor may Attorney exercise this power in favor of Attorney, Attorney's estate, Attorney's creditors or the creditors of Attorney's estate.

F. Reservations.

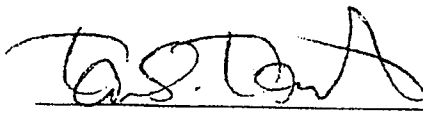
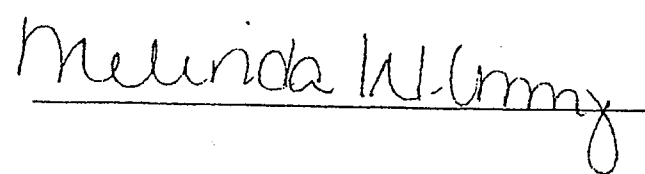
Notwithstanding any provision hereto to the contrary, Attorney shall have no power or authority whatever with respect to (a) any policy of insurance owned by me on the life of Attorney, and (b) any trust created by Attorney as to which I am a trustee.

G. Construction.

It is my intention that no property subject to this power shall be includable in the gross estate (for federal or South Carolina estate tax purposes) of my Attorney under the Internal Revenue Code of 1954, as amended, or any other applicable section, if any, of federal and/or South Carolina law.

IN WITNESS WHEREOF, as Principal, I have executed this Power of Attorney as of this ^{20th} 17th day of May 2002, in multiple counterpart originals, and I have directed that photographic copies of this power be made which shall have the same force and effect as an original.


David Wallace, PRINCIPAL

STATE OF SOUTH CAROLINA

I

ATTESTATION

COUNTY OF RICHLAND

I

The foregoing Power of Attorney was this ^{26th} 17th day of May 2002, signed, sealed, published and declared by the Principal as the Principal's appointment and empowerment of an attorney-in-fact, in our presence, and Principal appears to be of sound mind and under no duress, fraud, or undue influence, and in the presence of each other, who are neither the person appointed as the Attorney in Fact by this document nor a health-care provider of the Principal, have hereunto subscribed our names as witnesses hereto.

T.S. Tate

of

113 Watts Lane

Blythewood, SC 29016

Telephone:

803/735-8160

Melinda W. Comy

of

1813 Peak Road

Pomaria, SC 29126

Telephone:

803/276-5924

STATE OF SOUTH CAROLINA

I

PROBATE

COUNTY OF RICHLAND

I

Personally appeared before the undersigned Notary Public the deponent and made oath that deponent saw the within named Principal sign, seal and as the Principal's act and deed deliver the within power of attorney and that deponent, with the other witness whose name is subscribed above, witnessed the execution thereof.

SWORN to before me this ^{26th} 17th day of
May 2002.

T.S. Tate

Melinda W. Comy (L.S.)

Notary Public for South Carolina.

My Commission Expires 1-9-2011.

11/16/08

Power of Attorney
David Wallace

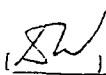
Page 11 of 12

[Signature]
05/17/02

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Power of Attorney
David Wallace

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05/17/02

Seller:

BILL OF SALE

Date 6/18/2010

Stock No. #1422

Carolina
Mobility Sales, LLC



Carolina Mobility Sales, LLC
2548 Leaphart Road
W Columbia, SC 29169
Phone: 803-791-7791 Fax: 803-791-7191

Purchaser Information		
Buyer(s) David Wallace OR Kay F Paschal		
Street 205 Spring Lake Rd		
City Columbia	State SC	Zip 29206
Home Phone (803) 319-5348	Work Phone	

Vehicle Information					
Year 2010	Make Toyota-Braun	Model Sienna Ltd #2-AFO	Serial No. 5TDYK4CC3A5334905	Mileage 26	Color Blue Mirage
Purchase Information					
Cash Price	61,988.00	Miscellaneous	n.a.		
Total Trade Allowance	\$5,000.00	Total Price	\$63,317.51		
Taxable Amount	\$56,988.00	Trade-In Payoff Amount	n.a.		
Tax Rates	n.a.	Net Trade Allowance	\$5,000.00		
Taxes	\$300.00	Cash Down Payment	n.a.		
Sub Total	\$62,288.00	Rebates	n.a.		
License and Registration Fees	\$55.00	Total Down Payment	\$5,000.00		
Service Contract	n.a.	Balance Due On Delivery	\$58,317.51		
Accident & Health Insurance	n.a.				
Credit Life Insurance	n.a.				
GAP	n.a.				
Electronic Registration and Tinting	n.a.				
Documentation Fee	\$300.00				
Non-Taxable Adaptive Equipment	\$678.51	Salesman: Tim Peterson			
Lien		Trade-In			
Name NONE	Year 2002	Make Cadillac	Model Deville DTS		
Street Address	Body 4DR SDN	Color Champagne	Mileage 62,340		
City State Zip	VIN 1G8KF579X2U287628				
Phone	Gross Allowance 5,000.00	Payoff Amt. n.a.	Net Trade 5,000.00		
	Payoff Payable To:				
Tag		Insurance			
Tag#:	Agent: Goldsmith-Theodore Agency Inc	Ins. Phone 803-799-9979			
Sticker#:	Ins. Co.: Safeco Insurance	Pol. #: F1582386			
Exp. Date:	Address: PO Box 6727 Columbia SC 29260				

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that the Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order. Seller may retain a portion of the above amount.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

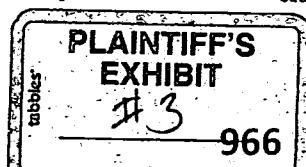
The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle, and the purchaser acknowledges this disclaimer.

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER AND INVOICE.

BUYER'S SIGNATURE *David Wallace* 6/18/2010
Date

COBUYER'S SIGNATURE *Kay F. Paschal* 6/18/2010
Date

SELLER OR AUTHORIZED REPRESENTATIVE *Tim Peterson* 6/18/2010
Date



DAVID WALLACE
205 SPRING LAKE RD.
COLUMBIA, SC 29206-2148

148

DATE 18 June 2010 50-1291729
7407584668

PAY TO THE ORDER OF Carolina Mobility Sales \$ 58,317.51

Fifty-eight Thousand Three Hundred, Seventeen and 51/100 DOLLARS

 **AMERITRADE**
Payable through:
TD Bank USA, N.A.
Member FDIC

MEMO 2010 Toyota Sienna David Wallace
Brown Conversion

  0148

ENCLOSURE

PAY TO THE ORDER OF
FIRST CITIZENS BANK
FOR DEPOSIT ONLY
First Citizens Bank of North Carolina
account 

502 1 05/18/10



Carolina Mobility Sales, LLC

3624 Fernandina Road
Columbia, SC 29210
803-791-7791
866-826-6438
www.carolinamobilitysales.com

October 23, 2011

To Whom It May Concern;

In early June of 2010 Kay Paschal phoned Carolina Mobility Sales to inquire about a Handicap Van for David Wallace.

Kay then visited Carolina Mobility Sales located at 2546 Leaphart Rd., West Columbia, S.C. to look at a new Toyota Van and agreed to purchase the Van and trade a 2002 Cadillac Deville.

On June 18, 2010 Kay Paschal returned to Carolina Mobility with a Power of Attorney and the title for a 2002 Cadillac Deville DTS - serial # 1G6KF579X2U287628 and purchased a 2010 Toyota Sienna Ltd. Braunability Van, serial # STDYKACC3AS334905 for \$58,317.51.

Sincerely,



Timothy J. Peterson

"Customers for Life"



STATE OF SOUTH CAROLINA

County of Lexington

SEARCH WARRANT



Date 5/3/11

Officer Lieutenant Heidi Scott

STATE OF SOUTH CAROLINA}

COUNTY OF LEXINGTON }

SEARCH WARRANT

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE MUNICIPALITY OF _____:

It appearing from the attached affidavit that there are reasonable grounds to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises:

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The residence is located at 1103 Kitty Hawk Drive West Columbia SC 29170 in Lexington County. It is a single story ranch style house with brick façade and white siding. A two car garage with white doors is attached to the main house. The property is located on the corner of Kitty Hawk Dr. and Platt Springs Road with the numbers 1103 clearly marked above the garage doors. The home has brown shutters and iron railings. There are several out buildings with separate entrances located behind the main house on the same property. 1103 Kitty Hawk Drive is located adjacent to Boltin House Jewelers located on Platt Springs road which is separated by a chain link fence. This search to include any and all out buildings, sheds, basement, attic or any other structure and vehicle within the curtilage that may contain the items within the scope of the search.

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and to seize such property if found:

DESCRIPTION OF PROPERTY

Any and all computers and printers, computer systems, including any electronic, magnetic, optical, or other high speed data processing device performing logical, arithmetic, or storage functions; data storage facilities such as magnetic tape, hard disk, floppy disk or drum, or CD Rom or scanner; communications facilities directly related to or in conjunction with such device; devices for printing records of data; and such records or data produced in various forms; media storage devices, manuals documents or instructional material relating to such device printers. Any and all data stored in any of the above listed systems or devices seized pertaining to this investigation of Exploitation of a vulnerable adult, in violation of South Carolina Code of Law, 43-35-10.

This Search Warrant shall not be valid for more than ten days from the date of issuance.

A written inventory of all property seized pursuant to this Search Warrant shall be made to

Within ten days from the date of this warrant, such inventory to be signed by the officer executing this warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of such search if practicable, and, if not, to such person as soon thereafter as is practicable; in the event the identity of the person in charge is not known or if such person cannot be found after reasonable diligence in attempting to locate the person, a copy shall be attached to a prominent place on such premises.

_____, S.C.

May 4, 2011

_____, (L.S.)
Signature of Judge

STATE OF SOUTH CAROLINA}

COUNTY OF LEXINGTON }

AFFIDAVIT

Personally appeared before me, one Heidi Scott who, being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises in this County:

DESCRIPTION OF PROPERTY SOUGHT

Any and all computers and printers, computer systems, including any electronic, magnetic, optical, or other high speed data processing device performing logical, arithmetic, or storage functions; data storage facilities such as magnetic tape, hard disk, floppy disk or drum, or CD Rom or scanner; communications facilities directly related to or in conjunction with such device; devices for printing records of data; and such records or data produced in various forms; media storage devices, manuals documents or instructional material relating to such device printers. Any and all data stored in any of the above listed systems or devices seized pertaining to this investigation of Exploitation of a vulnerable adult, in violation of South Carolina Code of Law, 43-35-10.

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The residence is located at 1103 Kitty Hawk Drive West Columbia SC 29170 in Lexington County. It is a single story ranch style house with brick façade and white siding. A two car garage with white doors is attached to the main house. The property is located on the corner of Kitty Hawk Dr. and Platt Springs Road with the numbers 1103 clearly marked above the garage doors. The home has brown shutters and iron railings. There are several out buildings with separate entrances located behind the main house on the same property. 1103 Kitty Hawk Drive is located adjacent to Boltin House Jewelers located on Platt Springs road which is separated by a chain link fence. This search to include any and all out buildings, sheds, basement, attic or any other structure and vehicle within the curtilage that may contain the items within the scope of the search.

REASON FOR AFFIANT'S BELIEF THAT THE
PROPERTY SOUGHT IS ON THE SUBJECT PREMISES

On 4/20/10, Mr. David Wallace suffered a stroke following carotid artery surgery. Following the stroke, Mr. Wallace developed paralysis and difficulty speaking, conditions which confined him to a bed. Following his hospital stay Mr. Wallace was admitted to Health South, and in-patient rehabilitation and treatment center in Columbia. Kay Paschal, an
worn to and Subscribed before me

is 4 day of MAY, 20 11

(L.S.)

Signature of Judge

Heidi Scott

Affiant

Address Richland County Sheriff's Department

5623 Two Notch Road, Columbia, S.C. 29223

Phone (803) 576-3000

STATE OF SOUTH CAROLINA}

COUNTY OF LEXINGTON }

AFFIDAVIT

employee of Mr. Wallace, provided live in care for Mr. Wallace while managing his personal and business finances. On 2/15/11 Mr. Wallace's son, Jeffrey, came to the home and found his father gravely ill and suffering. Jeffrey Wallace contacted his father's physician, Dr. Jeffrey Hooks, who responded to the home. After a brief examination, Dr. Hooks contacted EMS and Mr. Wallace was transported to Providence Hospital. Mr. Wallace was admitted in serious condition suffering from malnutrition, pneumonia and other medical complications associated with decubiti ulcers (bed sores). On 2/20/11 Mr. Wallace died while at the hospital. His death was noted as pneumonia, malnutrition, sepsis and anemia. Since Mr. Wallace's death it has been discovered that a significant amount of money, in excess of a million dollars is unaccounted for and is effectively missing from Mr. Wallace's financial accounts. Ms. Kay Paschal, an attorney, has served as Mr. Wallace's power of attorney and has had access to all of Mr. Wallace's computers, accounts and financial records for an extended period of time. On 2/13/11 family members reported these suspicious activities the Forest Acres Police Department who began an investigation. On 3/2/11 the Richland County Sheriff's Department assumed the investigation into the events surrounding Mr. Wallace's death and the circumstances surrounding the financial loss. The subsequent investigation has revealed that several withdrawals have been made from various accounts in excess of tens of thousands of dollars at a time, several times over the months leading up to Mr. Wallace's death. Ms. Paschal has held herself out to be the common law spouse of Mr. Wallace. The existence of a common law spousal relationship between Mr. Wallace and Ms. Paschal has been contested by both family members and others familiar with the situation. It has also been alleged that Ms. Paschal altered a power of attorney and drafted several codicils to Mr. Wallace's last will and testament. It has been alleged that Ms. Paschal drafted the Power of Attorney, codicils and accessed financial institutions on a home computer. Kay Paschal's home located at 1103 Kitty Hawk Drive W. Columbia SC served as a storage location for home and office supplies. It is believed that computers and printers located at this address with provide information pertaining to the power of attorney, codicils and financial documents that are needed to further this investigation. The affiant submits that this described extensive and thorough search is needed to further the investigation of this elderly abuse/ neglect and financial exploitation case, and is warranted by the totality of the facts known to the affiant at the time of the preparation of this affidavit.

Based upon your Affiant knowledge, training, and experience, and the experience of other law enforcement personnel, your Affiant knows that searches and seizures of evidence from computers commonly require law enforcement officers to seize most or all computer items (hardware, software, and instructions) to be processed later by a qualified computer forensic expert in a controlled laboratory environment.

This is true because of the following:

Computer storage devices (hard disks, diskettes, tape, removable drives) can store the equivalent of thousands of pages of information. When users desire to conceal criminal evidence, they often store the information in random order with deceptive file names. Directories and subdirectories that contain these files can be hidden from normal view.

Special forensic software is required to detect these hidden directories. This requires that searching authorities examine the stored data to determine whether it is included in the search warrant.

Subscribed before me

is 4 day of May, 2011

Signature of Judge

(L.S.)

Affiant

Address Richland County Sheriff's Department

5623 Two Notch Road, Columbia, S.C. 29223

Phone (803) 576-3000

STATE OF SOUTH CAROLINA}

COUNTY OF LEXINGTON }

AFFIDAVIT

This sorting process can take weeks or months, depending on the volume of data stored. This would make it impractical to attempt this kind of forensic analysis on site at the time of search warrant execution.

Searching computer systems for criminal evidence is a highly technical process requiring expert skill in a properly controlled environment. The vast array of computer hardware and software available requires even computer experts to specialize in some systems and applications. It is difficult to predict before a search which expert should analyze the system and its data. The search of a computer is an exacting scientific procedure which is designed to protect the integrity of the evidence and to recover even hidden, erased, compressed, password protected, and/or encrypted files.

Since computer evidence is extremely vulnerable to tampering or destruction from both external sources or from destructive code imbedded in the system in the form of a "booby trap", the controlled environment of a forensic laboratory is essential to its complete and accurate analysis.

In order to fully retrieve data from a computer system, the forensic analyst needs all magnetic storage devices, as well as the central processing unit (CPU). In some cases, where the evidence may consist of graphic files, the monitor and printer are also essential to show the nature and quality of any graphic images, which the system could produce. In addition, the forensic analyst needs all the system software (operating system, applications, and hardware drivers), which may have been used to retrieve, store, create, or transmit the data.

In addition, there is probable cause to believe that the computer and its storage devices, the monitor, keyboard, modem, printer, as well as all internal and external storage devices are all instrumentalities of this crime of Exploitation of a vulnerable adult, in violation of South Carolina Code of Law, 43-35-10.

Computer evidence is extremely vulnerable to tampering or to destruction through error, electrical outages and other causes, and that removal of the systems(s) will assist in retrieving the records authorized to be seized, while avoiding accidental destruction or deliberate alteration of the records. It would be extremely difficult to secure the system on the premises during the entire period of the search. A precise examination of the computer system requires the seizure of related peripheral equipment, including but not limited to printers, external memory storage devices, modems, etc.

In order to conduct a forensic analysis of the computer system, the seizure of software documentation, diskettes, manuals, and any related materials, whether paper or other forms of record must also be seized to accurately obtain and copy the records authorized.

Sworn to and Subscribed before me

his 4 day of May, 2011

Signature of Judge

(L.S.)



Affiant

Address Richland County Sheriff's Department

5623 Two Notch Road, Columbia, S.C. 29223

Phone (803) 576-3000

RETURN

I received the attached Search Warrant May 4, 2011, and have executed it as follows:
On May 4, 2011 at Approx. 2:15 o'clock 9 M, I searched
(the person) described in the warrant and (the premises)

I left a copy of the warrant with Kay Paschel
Name of person searched or "at the place of search" with.
Together with a receipt for the items seized.

The following is an inventory of property taken pursuant to the warrant:

Due to the intense nature and exhaustive amount of information that may be stored in the device and the necessary
Amount of time required to complete the analysis of this information, an amended Return copy of the Search Warrant
Will be forwarded to the issuing judge as soon as possible with regard to the results of the analysis.

ONE DeskJet 1220 C Printer AND ONE Hewlett Packard PAVILION Tower 9780C V5026574.
The DeskJet Printer SN: 5G87D1316D AND ONE Hewlett Packard Office Jet SN
5G6D4EGFHA AND THREE BOXES OF Printer cartridges one BOX WAS VIVERA AND
ONE BOX WAS TRI-color TRICOLOR HP Invent AND THE OTHER BOX WAS HP TRICOLOR
HP 5164A. ALL THE ABOVE ITEMS WERE FOUND IN THE Bedroom BY INV.
Talkish. ALSO ONE HP Photo Smart 2710 SN ny4B0H1006 AND 9360110
RG model # 5P60B-0304-02 AND TWO BOXES Printer cartridges HP 23 AND
HP 45 ALSO ONE PC unit HP SN mxk513155N. ALL OF THESE ITEMS
WERE FOUND IN THE Den BY INV. Talkish ALSO ONE Fax machine found
IN THE Garage BY LT Scott SN: F320000168199. ALSO LT Scott
found one model C5305A Copier SN USA81A0XY found in THE
GUT Building ALSO LT Scott found Assorted 3 1/2 Inch Disk ALSO found
in Gut Building. one paper TRAY with paper in it WAS found in
The Bedroom BY INV. -Talkish

This inventory was made in the presence of LT Scott Inv. Talkish
AND And-Springville Police SPL, Mcmillan

I swear that this Inventory is a true and detailed account of all property taken by me on the warrant.

SWORN to before me this _____
day of _____, 20_____
(L.S.)

Signature of Judge

[Signature]
(Signature of Officer Executing Warrant)

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PROBATE COURT

IN THE MATTER OF David Wallace

CASE NUMBER 2011 ES40 00283

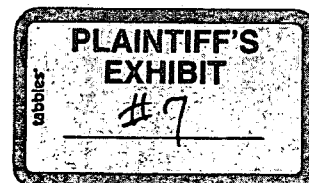
NOTICE OF HEARING

DATE: November 16, 2011
TIME: 9:00 – 9:30
PLACE: Courtroom 2-F
Richland County Judicial Center
1701 Main Street, Columbia, SC 29201

This hearing has been scheduled to hear the Motion for Removal only.

Executed this 24th day of October, 2011.

Signature: Patti Trammell
Name: Patti Trammell
Address: P.O. Box 192
Columbia, SC 29202
Telephone (O): (803) 576-1984



ARREST WARRANT

J-830943

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

THE STATE

against

Kay F Paschal

Address: 1103 Kitty Hawk Dr.

West Columbia, SC 29170-

Phone: SSN: [REDACTED]

Sex: F Race: W Height: 5 5 Weight: 127

DL State: SC DL #: [REDACTED]

DOB: [REDACTED] Agency: [REDACTED]

Prosecuting Agency: Richland Cty

Prosecuting Officer: H. Scott

Offense: Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than

Offense Code: 3473

Code/Ordinance Sec: 16-13-0260

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to defendant on

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions
Lexington County Judicial Center
205 East Main Street
Lexington, SC 29072

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Personally appeared before me the affiant Heidi Scott who

being duly sworn deposes and says that defendant Kay F Paschal

did within this county and state on or about 06/18/2010 violate the criminal laws of the

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)

in the following particulars:

DESCRIPTION OF OFFENSE Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than \$10,000

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did commit the crime of Obtaining Goods Under False Pretense. It is believed the defendant committed the crime because she used a fraudulent Power of Attorney in order to trade in a 2002 Cadillac Deville vin # 1G6KF579X2U287628 owned by David Wallace in which she fraudulently received a trade in allowance of \$5000. The \$5000 allowance was used toward the purchase a 2010 Toyota Sienna Van. The defendant's name was fraudulently placed on the title of the vehicle along with the victim's name. The victim was considered a vulnerable adult at that time.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Affiant's Address 5623 Two Notch Road
Columbia, SC 29206-

Affiant's Telephone (803)576-3113



ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Lexington as set forth below:

DESCRIPTION OF OFFENSE: Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than \$10,000

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable

Sworn to and subscribed before me

on 11/15/2011

(L.S.)

Signature of Issuing Judge

Scott D. Whittle

Judge Code: 5886

Judge's Address 650 Knox Abbott Drive

Cayce, SC 29033-

Judge's Telephone (803)796-7100

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY

ARREST WARRANT

J-830942

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

THE STATE

against

Kay F Paschal

Address: 1103 Kitty Hawk Dr.

West Columbia, SC 29170-

Phone: SSN: [REDACTED]

Sex: F Race: W Height: 5 5 Weight: 127

DL State: SC DL #: [REDACTED]

DOB: [REDACTED] Agency ORI #: [REDACTED]

Prosecuting Agency: Richland Cty

Prosecuting Officer: H. Scott

Offense: Forgery / Forgery, value \$10,000 or more

Offense Code: 3437

Code/Ordinance Sec: 16-13-0010(A)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused is to be arrested and brought before me to be dealt with according to the law.

977

(L.S.)

Signature of Judge

Date: _____

RETURN

A copy of this arrest warrant was delivered to defendant on _____

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions
Lexington County Judicial Center
205 East Main Street
Lexington, SC 29072

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Personally appeared before me the affiant Heidi Scott who

being duly sworn deposes and says that defendant Kay F Paschal

did within this county and state on or about 06/18/2010 violate the criminal laws of the

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)

in the following particulars:

DESCRIPTION OF OFFENSE Forgery / Forgery, value \$10,000 or more

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did commit the crime of forgery. It is believed the defendant committed the crime because she used a fraudulent Power of Attorney in order to purchase a 2010 Toyota Sienna Van Vin # 5TDYK4CC3AS334905 for \$58,317.51. The defendant's name was fraudulently placed on the title of the vehicle along with the victim's name. The victim was considered a vulnerable adult at that time.



Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Affiant's Address 5623 Two Notch Road

Columbia, SC 29206-

Affiant's Telephone (803)576-3113

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Lexington) as set forth below:

DESCRIPTION OF OFFENSE: Forgery / Forgery, value \$10,000 or more

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable Sworn to and subscribed before me

on 11/15/2011

(L.S.)

Signature of Issuing Judge

Scott D. Whittle

Judge Code: 5886

Judge's Address 650 Knox Abbott Drive

Cayce, SC 29033-

Judge's Telephone (803)796-7100

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY



Lexington County Sheriff's Department
 521 Gibson Rd Lexington, S.C. 29020-8230
VICTIM NOTIFICATION INFORMATION CHECKLIST



VICTIM INFORMATION		CASE INFORMATION	
Name: <u>Elizabeth Wallace (daughter)</u>		Case Number: <u>RC 1103010503</u>	
Address: <u>205 Spring Lake Rd Columbia</u>	<u>29206</u>	Defendant: <u>Kay Paschal</u>	
Telephone number: <u>202-487-3099</u>		Date of Bond Hearing: <u>11-16-11</u>	
Alternate contact person: <u>Lt. Heidi Scott</u>		Location of Bond Hearing: <u>LCSD</u>	
Telephone number: <u>(803) 576-3113</u>		Does victim wish to be present? <u>yes</u>	
Comments: <u>Let messages with both victim contacts listed but no contact was made</u>			

VICTIM NOTIFICATION CHECKLIST

DATE	NOTIFYING OFFICER	EVENT FOR WHICH NOTIFICATION WAS MADE
		VICTIM BILL OF RIGHTS (by law enforcement) COPY PROVIDED ☒ YES ☐ NO
11-16-11	Creech	ARREST OF OFFENDER (DATE/TIME) 11-16-11 0555 (by law enforcement)
11-16-11	Creech	BOND HEARING (DATE/TIME) 11-16-11 1500 (by law enforcement)
		RELEASE ON BOND (DATE/TIME) (by detention center)
		PRELIMINARY HEARING (DATE/TIME) (by magistrate or law enforcement)
		TRIAL (DATE/TIME) (by solicitor's office)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)
		OTHER (SPECIFY)

PLAINTIFF'S
EXHIBIT
10

PENGAD 800-631-6989

COMMENTS Please notify the affiant as follows:
Lt. Heidi Scott Richland County Sheriff's Dept.
5623 Twin Notch Rd Columbia SC 29223
(803) 576-3113 email hscott@rcsd.net

NOV-17-2011 THU 03:17 PM MCGEE TAYLOR & THOMAS

FAX NO. 80. 18410

P. 02

ORIGINAL

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)
State of South Carolina.)
Warrant Nos. J-830942 and J-830943

ORDER

v.
Kay F. Paschal,
Defendant.

A bond modification hearing was held at 2:30 p.m. on November 17, 2011 at the Lexington County Judicial Center. The alleged victim, Elizabeth Wallace, was notified and did not appear. This matter is before me pursuant to two criminal charges against Kay F. Paschal, the first being Forgery in the Value of \$10,000 or more, and the second being Breach of Trust. These charges arise by two Lexington County arrest warrants. The warrants appear to be signed by a Richland County Sheriff's Department Lieutenant who was apparently functioning in Lexington County. There is no indication on either warrant that anyone from Lexington County Law Enforcement approved of these arrest warrants. The Court has reviewed the Affidavits in the arrest warrants which have significant questions upon their face, both legal and procedural. The Court does note the alleged victim claims to be Elizabeth Wallace, which was placed on the record.

I find and conclude that the Defendant Kay F. Paschal is a member in good standing in both the South Carolina and Lexington County Bar Associations. I find that Ms. Paschal has no criminal background. I find that Ms. Paschal presents no risk of flight and presents no danger to the community. Ms. Paschal turned herself in when she learned of the allegations, and there is simply no danger to the community and no risk of flight to be found anywhere under these circumstances.

✓



NOV-17-2011 THU 03:17 PM MOORE TAYLOR & THOMAS

FAX NO. 803 J18410

P. 03

Based on the foregoing I find and conclude that a personal recognizance bond is required and I now set a \$10,000 personal recognizance bond on each count.

The only condition other than the standard conditions on her bond shall be she shall have no contact with alleged victim, Elizabeth Wallace.

A copy of this order shall be delivered to the Lexington County Bond Court which shall prepare bond papers in the standard form immediately, and immediately discharge the Defendant from custody.

IT IS SO ORDERED.


The Honorable R. Knox McMahon
Chief Administrative Judge for the 11th Circuit

Lexington, South Carolina,
November 17, 2011

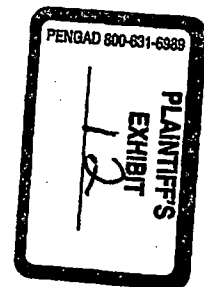
STATE OF SOUTH CAROLINA

County of Richland

SEARCH WARRANT

205 Spring Lake Road
Forest Acres, SC 29206

Date: 03/08/2011
Officer: Sergeant K. Isenhoward



RECEIVED
PCP-PA
2011 MAR -8 AM 11:39

STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

RECEIVED
SEARCH WARRANT
FBI - RICHLAND

Form approved by SC Attorney

General - Section 17-13-160

March 15, 1978

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE MUNICIPALITY OF

It appearing from the attached affidavit that there are reasonable grounds to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises:

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The residence is located at 205 Spring Lake Road in Richland County. It is a one story, brick ranch-style home. The home has a brown shingled roof with wood trim. There is a black mailbox located at the front of the home, near the street, with the numbers 205 on it. There is also a fire hydrant located beside the mailbox. The search is to include any buildings or outbuildings located on the property or surrounding. The search is to include any person residing at the residence or located at the residence, whether present or temporarily absent. This search should also include any vehicles located on the property and/or owned/operated by those who reside at or are located at the residence.

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and to seize such property if found:

DESCRIPTION OF PROPERTY

Any and all bank account and financial institution records for David Wallace including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all computers and media storage devices. Any and all correspondence between businesses and David Wallace, including, contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, medical documents and handmade notes.

Any and all bank account and financial institution records for Kay Paschal, including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all correspondence between businesses and Kay Paschal including, contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, handmade notes or records regarding medical documentation or finances. Any and all computers and media storage devices. Any items which contain blood, fibers, body fluids, or any items which may contain blood or other serological evidence. Any medication prescribed to or mixed with medications which have been prescribed to David Wallace. Any medical equipment, bandages, clothing or other items deemed to be evidence of any potential crime described in the affidavit.

This Search Warrant shall not be valid for more than ten days from the date of issuance.

A written inventory of all property seized pursuant to this Search Warrant shall be made to

Pontias Magistrate

within ten days from the date of this warrant, such inventory to be signed by the officer executing this warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of such search if practicable, and, if not, to such person as soon thereafter as is practicable; in the event the identity of the person in charge is not known or if such person cannot be found after reasonable diligence in attempting to locate the person, a copy shall be attached to a prominent place on such premises.

Columbia, S.C.

March 5 2011

[Signature]
Signature of Judge

(I.S.)

SCCA/513

LCSD 00057

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

REAFFIDAVIT
POLICE DEPARTMENT

Personally appeared before me, one Sergeant K. Isenhardt, who, being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises in this County:

DESCRIPTION OF PROPERTY SOUGHT

Any and all bank account and financial institution records for David Wallace including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all computers and media storage devices. Any and all correspondence between businesses and David Wallace, including, contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, medical documents and handmade notes.

Any and all bank account and financial institution records for Kay Paschal, including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all correspondence between businesses and Kay Paschal including, contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, handmade notes or records regarding medical documentation or finances. Any and all computers and media storage devices. Any items which contain blood, fibers, body fluids, or any items which may contain blood or other serological evidence. Any medication prescribed to or mixed with medications which have been prescribed to David Wallace. Any medical equipment, bandages, clothing or other items deemed to be evidence of any potential crime described in the affidavit.

**DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED**

The residence is located at 205 Spring Lake Road in Richland County. It is a one story, brick ranch-style home. The home has a brown shingled roof with wood trim. There is a black mailbox located at the front of the home, near the street, with the numbers 205 on it. There is also a fire hydrant located beside the mailbox. The search is to include any buildings or outbuildings located on the property. The search is to include any person residing at the residence or located at the residence, whether present or temporarily absent. This search should also include any vehicles located on the property and/or owned/operated by those who reside at or are located at the residence.

Sworn to and Subscribed before me

this 8 day of March, 2011

C. E. Ecker

Signature of Judge

(I.S)

[Signature]

Affiant

Address Richland County Sheriff's Department

5623 Two Notch Road, Columbia, S.C. 29223

Phone (803) 576-3000

LCSD 00058

STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

AFFIDAVIT RECEIVED
PORTLAND, OREGON

REASON FOR AFFIANT'S BELIEF THAT THE
PROPERTY SOUGHT IS ON THE SUBJECT PREMISES

On 4/20/10, Mr. David Wallace suffered a stroke following carotid artery surgery. Following the stroke, Mr. Wallace developed paralysis and difficulty speaking, conditions which confined him to a bed. Following his hospital stay, Mr. Wallace was admitted to Health South, an in-patient rehabilitation and treatment center in Columbia. Mr. Wallace was eventually removed from Health South by his live-in caregiver, Kay Paschal, against the advice of physicians. These physicians reportedly provided Ms. Paschal with specific instructions regarding his in-home care, which she may or may not have been followed. On 2/15/11, Mr. Wallace's son, Jeffrey, came to the home and found his father gravely ill and suffering. Jeffrey Wallace contacted his father's physician, Dr. Jeffrey Hooks, who responded to the home. After a brief examination, Dr. Hooks contacted EMS and Mr. Wallace was transported to Providence Hospital. Mr. Wallace was admitted to the hospital in serious condition suffering from malnutrition, pneumonia and other medical complications associated with decubiti ulcers (bed sores). On 2/20/2011, Mr. Wallace died while at the hospital. His cause of death was noted as pneumonia, malnutrition, sepsis and anemia. At the time, neither law enforcement nor the Coroner's office was contacted by the hospital to investigate Mr. Wallace's death. Mr. Wallace was subsequently buried in the Hebrew Benevolent Cemetery located in Columbia. Since his death, Ms. Paschal has held herself out to be the common law spouse of Mr. Wallace. It has also been discovered that a significant amount of money, in excess of a million dollars, is unaccounted for and effectively missing from Mr. Wallace's financial accounts. Ms. Kay Paschal, an attorney, has served as Mr. Wallace's power of attorney and has had access to all of Mr. Wallace's accounts for an extended period of time. On 02/13/11 family members reported these suspicious circumstances to the Forest Acres Police Department who subsequently began an investigation. On 03/2/11 the Richland County Sheriff's Department assumed the investigation into the events surrounding Mr. Wallace's death and the circumstances surrounding his financial loss. The subsequent investigation has revealed that several withdrawals have been made from various accounts in excess of tens of thousands of dollars at a time, several times over the months leading up to his death. The existence of a common law spousal relationship between Mr. Wallace and Mrs. Paschal has been contested by both family members and others familiar with the situation. It has also been alleged that Mrs. Paschal drafted several codicils to his last will and testament, making Ms. Paschal heir to a significant portion of Mr. Wallace's estate. Family members maintain that these codicils, as well as the above-mentioned withdrawals and expenditures were made after Mr. Wallace suffered the stroke, which left him incapable of approving or disapproving either the monetary transactions or the codicils. It has also been alleged that Ms. Paschal drafted these codicils on a home computer located in the residence. The Richland County Coroner upon request has reopened the investigation into the cause and manner of Mr. Wallace's death. The RCSD is investigating both the death and financial losses of Mr. Wallace as potential abuse and or neglect of a vulnerable adult. Therefore, based on the facts and circumstances known at this time, it has become necessary that a search of Mr. Wallace's residence, which is located at 205 Spring Lake Road in Richland County, be conducted to further the investigation into these events.

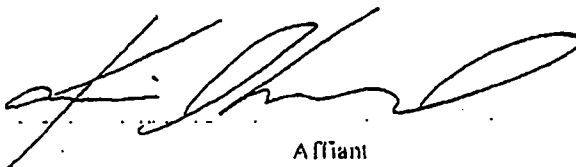
Sworn to and Subscribed before me

this 8 day of March, 2011



Signature of Judge

(I.S)


Affiant

Address Richland County Sheriff's Department

5623 Two Notch Road, Columbia, S.C. 29223

Phone (803) 576-3000

LCSD 00059

RETURN

I received the attached Search Warrant 03/08, 20 11, and have executed it as follows:
On 03/08, 20 11 at 2:37 o'clock P M, I searched
(the person) described in the warrant and (the premises)

I left a copy of the warrant with Kay Paschal
Name of person searched or "at the place of search" with.
Together with a receipt for the items seized.

The following is an inventory of property taken pursuant to the warrant:

- 4 NOTEBOOKS + A DIAMOND VALUATION REPORT FOUND BY H. SCOTT IN THE PURSE OF Kay PASCHAL
- MISC PAPERWORK FOUND IN THE PURSE OF Kay PASCHAL BY H. SCOTT
- 2 CHECK BOOKS BELONGING TO DAVID WALLACE + 2 CHECKBOOKS BELONGING TO Kay PASCHAL FOUND BY H. SCOTT IN PURSE OF Kay PASCHAL
- 3 CREDIT CARDS BELONGING TO DAVID WALLACE + Kay PASCHAL FOUND IN PURSE OF Kay PASCHAL BY H. SCOTT
- 2 CAMERAS + 5 MEMORY STICKS FOUND BY H. SCOTT IN THE PURSE OF Kay PASCHAL
- 3 CREDIT CARDS BELONGING TO Kay WALLACE FOUND IN PURSE OF Kay PASCHAL BY H. SCOTT
- MISC CARDS BELONGING TO DAVID WALLACE + JOHNNIE MIMS FOUND IN PURSE OF Kay PASCHAL BY H. SCOTT
- STARTER CHECKBOOK + CHECK REGISTER FOUND IN THE PURSE OF Kay PASCHAL BY H. SCOTT
- GREEN PUBLIC SHOPPING BAG FILLED W/ MISC PAPERWORK FOUND IN THE VEHICLE OF DAVID WALLACE BY H. SCOTT
- BLACK HP LAPTOP COMPUTER COLLECTED IN REAR BEDROOM BY SGT. K. ISENHOWER
- GREY HP PAULLION CPU COLLECTED BY INV. TALKISH IN CONFERENCE ROOM
- 2 BLACK HP TOUCH START COMPUTERS W/ MOUSE + KEYBOARDS FOUND BY INV. BOLDING IN CONFERENCE
- BLUEPRINTS FOR 205 SPRING LAKE RD FOUND BY LT. SCOTT IN THE VEHICLE OF DAVID WALLACE
- 1 BOTTLE OF DAKIN'S SOLUTION FOUND BY SGT. ISENHOWER IN REAR BEDROOM BATHROOM
- 1 IPOD + BLACKBERRY PHONE FOUND BY LT. SCOTT IN REAR BEDROOM
- 18 BOTTLES OF MEDICATION + 2 PILL TRAYS FOUND BY SGT. ISENHOWER + TURNED OVER TO LEONARD BRADLEY OF THE RICHLAND COUNTY CORONER'S OFFICE
- 2 BLUE FOLDERS + 1 RED FOLDER CONTAINING MISC DOCUMENTS FOUND IN REAR BEDROOM BY LT. SCOTT
- 2 MISC JOURNALS FOUND IN REAR BEDROOM BY LT. SCOTT

This inventory was made in the presence of SGT. K. ISENHOWER, LT. H. SCOTT, INV. J.C. MAMMIDI, AND INV. B. GUYN, INV. B. BOLDING, INV. J. TALKISH

I swear that this Inventory is a true and detailed account of all property taken by me on the warrant.

SWORN to before me this _____ }
day of _____, 20 _____ }

(L.S.) }
Signature of Judge

(Signature of Officer Executing Warrant)

RETURN

I received the attached Search Warrant 03/08, 20 11, and have executed it as follows:
On 03/08, 20 11 at 2:37 o'clock P M, I searched
(the person) described in the warrant and (the premises)

I left a copy of the warrant with Kay Paschal
Name of person searched or "at the place of search" with.
Together with a receipt for the items seized.

The following is an inventory of property taken pursuant to the warrant:

- 13 BINDERS CONTAINING VARIOUS FINANCIAL DOCUMENTS FOUND BY LT. SCOTT IN HALL CLOSET
- 1 BINDER CONTAINING DOCUMENTS PERTAINING TO THE CASE OF DAVID WALLACE FOUND BY LT. SCOTT
IN THE LIVINGROOM
- 3 FOLDERS + CD CONTAINING VARIOUS DOCUMENTS FOUND IN FRONT ROOM BY LT. SCOTT
- 2 BOXES CONTAINING MISC DOCUMENTS FOUND BY LT. SCOTT IN FRONT ROOM
- 1 GREEN PUBLIX SHOPPING BAG CONTAINING MISC DOCUMENTS FOUND IN FRONT ROOM BY LT. SCOTT
- 2 LEDGERS + MISC PAPERWORK FOUND IN KITCHEN DRAWER BY LT. SCOTT
- 1 BOX CONTAINING MISC COMPACT DISCS, 7 HARDDRIVES, A VIDEO CAMERA, + A SWAY READER. COLLECTED
BY INV. BOLDING IN CONFERENCE ROOM
- POWER OF ATTORNEY COLLECTED BY INV. BOLDING IN CONFERENCE ROOM
- GREEN FOLDER CONTAINING MISC FINANCIAL INFO COLLECTED BY INV. BOLDING IN CONFERENCE ROOM
- MISC CD'S + DISKETTES COLLECTED BY INV. BOLDING IN CONFERENCE ROOM

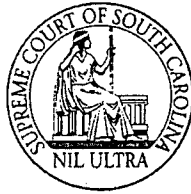
This inventory was made in the presence of Sgt. V. ISENHARDT, Lt. H. SCOTT, INV. J.C. MAWEL
AND INV. BOLDING, INV. B. BOLDING, INV. J. TALKISH

I swear that this inventory is a true and detailed account of all property taken by me on the warrant.

SWORN to before me this _____ }
day of _____, 20 _____ }

Signature of Judge

(Signature of Officer Executing Warrant)



The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211

(803) 734-1080

FAX (803) 734-1499

January 3, 2012

S. Jahue Moore, Esquire
Michael Brooks Biediger, Esquire
Moore Taylor & Thomas, PA
P.O. Box 5709
W. Columbia, SC 29171

Re: Paschal, Kay; In the matter of

Dear Mr. Moore:

Enclosed is a copy of an order placing Ms. Paschal on interim suspension. Please be advised this order will be published with the opinions of the Court.

Your particular attention is directed to the provisions of Rule 30, Rule 413, SCACR. The affidavit is due within fifteen (15) days from the date of this letter. Rule 30(h), RLDE, provides that a disbarred or suspended lawyer who fails to comply with the requirements of this rule may be held in criminal or civil contempt by the Supreme Court.

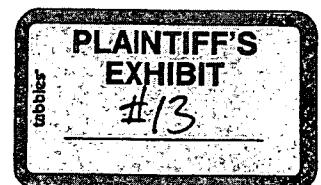
Very truly yours,



CLERK

DES/bcs
Enclosure

cc: Lesley M. Coggiola, Disciplinary Counsel
Barbara M. Seymour, Deputy Disciplinary Counsel



The Supreme Court of South Carolina

In the Matter of Kay F. Paschal, Respondent.

ORDER

Respondent was arrested and charged with Forgery (value \$10,000 or more) and Breach of Trust (value more than \$2,000, but less than \$10,000). The Office of Disciplinary Counsel petitions the Court to place respondent on interim suspension pursuant to Rule 17(a), RLDE, Rule 413, SCACR. The petition is granted.

IT IS ORDERED that respondent's license to practice law in this state is suspended until further order of the Court.

IT IS FURTHER ORDERED that respondent is hereby enjoined from access to any trust account(s), escrow account(s), operating account(s), and any other law office account(s) respondent may maintain.



FOR THE COURT

A.C.J.

Toal, C.J., not participating

Columbia, South Carolina

January 3, 2012



The Supreme Court of South Carolina
OFFICE OF DISCIPLINARY COUNSEL

Lesley M. Coggiola
Disciplinary Counsel

Barbara M. Seymour
Deputy Disciplinary Counsel

Post Office Box 12159
Columbia, South Carolina 29211

Telephone: (803) 734-2038
Fax: (803) 734-1964

November 28, 2011
BY FAX & MAIL

PERSONAL & CONFIDENTIAL

M. Brooks Biediger, Esquire
Post Office Box 5709
West Columbia, SC 29171
Fax: (803) 791-8410

Re: In the Matter of Kay F. Paschal, Respondent
Case Number: 11-DE-L-0983

Dear Mr. Biediger:

With regard to the above-referenced matter, I have enclosed Disciplinary Counsel's Petition for Interim Suspension and our certificate of service. We will be filing this petition at 4:00 p.m. this afternoon. Please call me if you have any questions or concerns.

Sincerely,


Barbara M. Seymour

BMS/
enclosures



The Supreme Court of South Carolina
OFFICE OF DISCIPLINARY COUNSEL

Lesley M. Coggiola
Disciplinary Counsel

Barbara M. Seymour
Deputy Disciplinary Counsel

Post Office Box 12159
Columbia, South Carolina 29211

Telephone: (803) 734-2038
Fax: (803) 734-1964

November 28, 2011

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

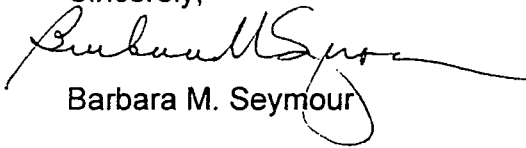
Re: In the Matter of Kay F. Paschal, Respondent
Matter Number: 11-DE-L-0983
Classification: CONFIDENTIAL

Dear Mr. Shearouse:

With regard to the above-referenced matter, I have enclosed the original and six copies of Disciplinary Counsel's Petition for Interim Suspension and certificate of service on counsel for Ms. Paschal.

This matter is confidential. If the requested relief is granted, the enclosures herewith will remain confidential unless made public in further proceedings.

Sincerely,


Barbara M. Seymour

BMS/
enclosures

cc: ✓ M. Brooks Biediger, Esquire
Counsel for Respondent

STATE OF SOUTH CAROLINA
BEFORE THE SUPREME COURT

IN THE MATTER OF:

Kay F. Paschal, Esquire,
Respondent.

Case Number: 11-DE-L-0983

**PETITION FOR
INTERIM SUSPENSION**

Disciplinary Counsel would respectfully show unto this Honorable Court and does allege that:

1. Pursuant to the provisions of Article V, Section 4 of the South Carolina Constitution and the provisions of Sections 40-5-10, et. seq., S.C. Code Ann. (1976, as amended), the Supreme Court of South Carolina promulgated the Rules for Lawyer Disciplinary Enforcement (RLDE), Rule 413, SCACR, effective January 1, 1997.

2. Kay F. Paschal, Esquire, (the Respondent), is a lawyer admitted to practice law in South Carolina and, as such, is subject to the jurisdiction of this Court and the provisions of RLDE.

3. Rule 17(a) of RLDE provides that, upon notice of the filing of an indictment, information, or complaint charging a lawyer with a serious crime, the Court may suspend the lawyer from the practice of law pending a final determination in any proceedings under RLDE.

4. Disciplinary Counsel is informed and believes that the Respondent was arrested on November 16, 2011 and was charged with forgery (more than \$10,000.00) and breach of trust (more than \$2,000.00). The sources of this information and belief are arrest warrants, copies attached.

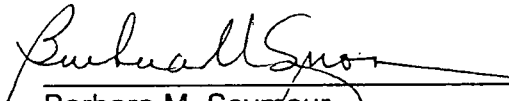
5. Disciplinary Counsel is currently conducting an investigation into the facts and circumstances presented in the attachment.

6. Disciplinary Counsel has determined that the Respondent's continuing to practice law during the investigation would constitute a substantial threat of serious harm to the public and to the administration of justice.

7. Disciplinary Counsel is informed by the Respondent's counsel that the Respondent is not actively practicing law and has no active clients; therefore it is not necessary at this time that an attorney to protect clients' be appointed pursuant to Rule 31, RLDE.

WHEREFORE, Disciplinary Counsel requests that the Court inquire into the matters alleged herein, issue its order placing the Respondent on interim suspension and provide such other and further relief as might be necessary to protect the public and the administration of justice.

OFFICE OF THE DISCIPLINARY COUNSEL



Barbara M. Seymour
Deputy Disciplinary Counsel
Post Office Box 12159
Columbia, SC 29211
(803) 734-2038

Dated: November 28, 2011

ARREST WARRANT

J-830942

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

THE STATE
against

Kay F Paschal

Address: 1103 Kitty Hawk Dr.

West Columbia, SC 29170-

Phone: SSN: [REDACTED]

Sex: F Race: W Height: 5 5 Weight: 127

DL State: SC DL #: [REDACTED]

DOB: [REDACTED] Agency ORI #: [REDACTED]

Prosecuting Agency: [REDACTED]

Prosecuting Officer: [REDACTED]

Offense: Forgery / Forgery, value \$10,000 or more

Offense Code: 3437

Code/Ordinance Sec: 16-13-0010(A)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality ofThe accused
is to be arrested and brought before me to be
dealt with according to the law.

(L.S.)

Signature of Judge

Date: _____

RETURN

A copy of this arrest warrant was delivered to
defendant
on _____

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions
Lexington County Judicial Center
205 East Main Street
Lexington, SC 29072

DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Personally appeared before me the affiant Heidi Scott who

being duly sworn deposes and says that defendant Kay F Paschal

did within this county and state on or about 06/18/2010 violate the criminal laws of the

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)

in the following particulars:

DESCRIPTION OF OFFENSE Forgery / Forgery, value \$10,000 or more

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did
commit the crime of forgery. It is believed the defendant committed the crime because she used a fraudulent Power of Attorney in
order to purchase a 2010 Toyota Sienna Van Vin # 5TDYK4CC3AS334905 for \$58,317.51. The defendant's name was fraudulently
placed on the title of the vehicle along with the victim's name. The victim was considered a vulnerable adult at that time.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Affiant's Address 5623 Two Notch Road

Columbia, SC 29206-

Affiant's Telephone (803)576-3113

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Lexington) as set forth below:

DESCRIPTION OF OFFENSE: Forgery / Forgery, value \$10,000 or more

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or
her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as
soon thereafter as is practicable

Sworn to and subscribed before me

on 11/15/2011

(L.S.)

Signature of Issuing Judge

Scott D. Whittle

Judge Code: 5883

Judge's Address 650 Knox Abbott Drive

Cayce, SC 29033-

Judge's Telephone (803)796-7100

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

B03/2/18410

996

14-28-23

11-23-2011

4/2

ARREST WARRANT

J-830943

STATE OF SOUTH CAROLINA

☒ County/☐ Municipality of

Lexington

THE STATE
against

Kay F Paschal

Address: 1103 Kitty Hawk Dr.

West Columbia, SC 29170-

Phone: _____ SSN: _____

Sex: F Race: W Height: 5 5 Weight: 127

DL State: SC DL #: _____

DOB: _____ Agency ORI #: _____

Prosecuting Agency: Richland CtyProsecuting Officer: H. ScottOffense: Breach / Breach of trust, obtaining property under
false tokens, value more than \$2,000, but less than

Offense Code: 3473

Code/Ordinance Sec: 16-13-0260

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be

dealt with according to the law.

(L.S.)

Signature of Judge

Date: _____

RETURN

A copy of this arrest warrant was delivered to

defendant _____

on _____

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions
Lexington County Judicial Center
205 East Main Street
Lexington, SC 29072

STATE OF SOUTH CAROLINA

☒ County/☐ Municipality of

Lexington

Personally appeared before me the affiant Heidi Scott whobeing duly sworn deposes and says that defendant Kay F Paschaldid within this county and state on or about 06/18/2010 violate the criminal laws of theState of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)

in the following particulars:

DESCRIPTION OF OFFENSE Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than
\$10,000I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did
commit the crime of Obtaining Goods Under False Pretense. It is believed the defendant committed the crime because she used a
fraudulent Power of Attorney in order to trade in a 2002 Cadillac Deville vin # 1G6KF579X2U287628 owned by David Wallace in
which she fraudulently received a trade in allowance of \$5000. The \$5000 allowance was used toward the purchase a 2010 Toyota
Sienna Van. The defendant's name was fraudulently placed on the title of the vehicle along with the victim's name. The victim was
considered a vulnerable adult at that time.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/☐ Municipality of

Lexington

Affiant's Address 5623 Two Notch Road

Columbia, SC 29206-

Affiant's Telephone (803)576-3113

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Lexington) as set forth below:DESCRIPTION OF OFFENSE: Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than
\$10,000Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or
her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as
soon thereafter as is practicable

Sworn to and subscribed before me

on 11/15/2011

(L.S.)

Signature of Issuing Judge

Scott D. Whittle

Judge Code: 5886

Judge's Address 650 Knox Abbott Drive

Cayce, SC 29033-

Judge's Telephone (803)796-7100

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY DEFENDANT COPY

STATE OF SOUTH CAROLINA
BEFORE THE SUPREME COURT

IN THE MATTER OF:

Kay F. Paschal, Esquire,
Respondent.

Case Number: 11-DE-L-0983

CERTIFICATE OF SERVICE

The undersigned employee of the Office of Disciplinary Counsel to the Supreme Court of South Carolina certifies that the attached Petition for Interim Suspension dated November 28, 2011 in The Matter of Kay F. Paschal, Respondent, in connection with Case Number 11-DE-L-0983, was served on counsel for Ms. Paschal on November 28, 2011, by the undersigned depositing or causing the deposit of the Petition in the United States Mail, with sufficient postage affixed thereto, marked Certified Mail - Return Receipt Requested and by regular mail, addressed as follows:

PERSONAL AND CONFIDENTIAL

M. Brooks Biediger, Esquire
Post Office Box 5709
West Columbia, SC 29171

Elizabeth Hillman

Article Number: 7011 HSD 0001 1052 5512

STATEMENT

11032000

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

COPY

DATE: 11/30/11
TIME: 14:51

Personally appeared before me, this date, an officer duly and legally authorized to administer oaths in the above-

named county and state aforesaid, comes one: Timothy Peterson DOB: [REDACTED]

Phone (H) #: 803-791-7791 Phone (W) #: 803-791-7791

Who makes the following statement under oath to wit:

Q: Lt. Heidi Scott

A: Timothy Peterson

Q: Did you provide Lexington County with a statement that you wrote concerning Kay Paschal and transactions that she made at Carolina Mobility Sales?

A: Yes

Q: Did Kay Paschal trade in a 2002 Cadillac Deville DTS titled in the name of David Wallace on 6/18/10?

A: Yes

Q: Did Kay Paschal purchase a 2010 Toyota Sienna LTD for \$58,317.51?

A: Yes

Q: Was David Wallace with Kay Paschal when she made these transactions?

A: No

Q: Did Kay Paschal present a Power of Attorney to you in order to make the transactions?

A: Yes

Q: Do you have a copy of the Power of Attorney that Kay Paschal presented to you?

A: Yes

Q: Did Kay Paschal sign David Wallace's name on the paperwork?

A: Yes

Q: Was anyone else present when the transactions took place?

A: No

Q: What is the location that the transaction took place?

A: Here at the dealership

Q: How did Kay Paschal pay for the Toyota Sienna?

A: She wrote me a check

Q: Did you see Kay Paschal write out the check for 58,317.51?

A: Yes



LCSD 00071

Q: Is there anything else that you would like to tell me about this transaction?

A: No, it seemed like a normal transaction with the Power of Attorney.

11032000

COPY

This statement was made in the presence of _____, of the Richland County Sheriff's Department.

I make this statement of my own free will and accord, without reward or intimidation. I do swear and affirm that the above statements are the truth, the whole truth, and nothing but the truth.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 2011.

SIGNED: _____

My commission expires: _____

WITNESS: _____

Baumgardner, Stephen

From: PRESTIGIACOMO, EDWARD
Sent: Thursday, October 20, 2011 12:08 PM
To: Aiken, Billy; Marshall, Lee; Baumgardner, Stephen
Subject: FW: Elizabeth Wallace

Thank You Sir

From: Baumgardner, Stephen
Sent: Thursday, October 20, 2011 10:49 AM
To: PRESTIGIACOMO, EDWARD
Subject: Elizabeth Wallace

Sgt.

Thank you for forwarding me the e-mail which was sent to Captain Marshall dated 10-19-2011 through Ms Crystal Morehouse.

The letter stated that "Detective Baumgardner has the file on his desk from SLED and she feels like it is getting overlooked". Actually, Lt Heidi Scott contacted me several weeks ago about this case, however the actual case file was not sent and received until Friday 10-14-2011. I read and examined the case file last Saturday while I was attending a briefing regarding my son's return from his tour overseas. So actually, I have had access to the case for only 6 days.

Be that as it may, I called Ms Elizabeth Wallace today and spoke with her for approximately 30 to 40 minutes via telephone. We had a very pleasant conversation and she was able to give me additional information that was not included in the package sent by RCSD to me on 10-14-2011.

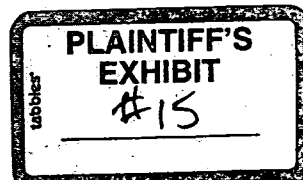
After examination of these documents, I feel as if this case warrants additional investigation on LCSD's part. I explained to Ms Elizabeth Wallace that I would conduct an interview where a vehicle was purchased for MR David Wallace's (deceased victim) use. I plan to interview the sales representative and obtain a statement as well as a copy of the Power of Attorney used to purchase this vehicle.

I feel in talking with Ms Elizabeth Wallace, that RCSD has lead her to believe that we will charge the suspect, Kaye Paschal, Esq. and the person listed on the POA, before RCSD charges Ms Paschal with their charges. This may or may not happen. As you know, I cannot make any statements to that affect until all evidence is examined. At this point, I don't feel as if I have all the documents that RCSD has in this case.

Ms Elizabeth Wallace stated that Ms Paschal and the Wallace family have been to court in Richland county. This was a Probate Court as I understand. Ms Wallace stated that the Judge in standing on this portion of this case ordered that the van in question be returned to Ms. Wallace. Ms Wallace stated that this has not been done and that Ms Kaye Paschal is facing ethics violations through the SC Bar Association at present. Unfortunately, I cannot confirm as these documents were not furnished and I am unsure if RCSD requested these documents.

I did speak with Lt Heidi Scott on Wednesday AM and did tell Lt Scott that I would call Ms. Wallace later in the afternoon on the 19th, however I failed to do so, in part as I attended my younger son's ceremony at eagle Aviation upon his return from Afghanistan. So, in part I did not return the call when I said that I would.

I gave Ms Wallace my telephone numbers and e-mail address and pledged to her that I would work on this case along with my other assigned cases. I told Ms Wallace to feel free to contact me anytime she had any questions.



Frankly, I am going to attempt to speak with Assistant Solicitor Chris Samellas about this case and seek his advice if you have no objections.

I hope this e-mail will answer any questions you have, however as always I am open to speaking with you about this case or any case which you need an update.

Again, thank you for bringing this to my attention.

Cordially,

Steve Baumgardner

CASE SUPPLEMENTAL REPORT

Printed: 04/03/2012 14:49

Lexington County Sheriff's Department

OCA: 11032000

THE INFORMATION BELOW IS CONFIDENTIAL FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: EXCEPTIONALLY CLEARED

Case Mng Status: EXCEPTIONALLY CLEARED

Occured: 06/18/2010

Offense: COUNTERFEITING/FORGERY

Investigator: BAUMGARDNER, STEPHEN E

Date / Time: 11/04/2011 15:40:14, Friday

Supervisor: PRESTIGIACOMO, EDWARD DEL

Supervisor Review Date / Time: 11/05/2011 09:50:10, Saturday

Contact:

Reference: Investigative Supplemental

11-04-2011 Lt Heidi Scott, RCSD contacted Baumgardner with LCSD. Lt Scott is investigating a case in Richland County dealing with a large family estate. The parties can not agree and the deceased party (David Wallace's) family has alleged that the suspect, Kay Paschal Wallace, who claims to be the common law wife of David Wallace, had taken the assets of David Wallace. RCSD is investigating the claim of VULNERABLE adult. Kay Pachal did purchase a van in Lexington County and used a check to pay for this van. There is a dispute as to if Paschal had a Power of Attorney to do so. There was a POA, however Elizabeth Wallace, daughter of David Wallace (deceased) alleges to have been forged by Paschal. The POA was sent to a private handwriting expert (Marvin H Dawson) and to SLED for analysis.

Baumgardner started to investigate this case. It was found that a marriage license was purchased by David Wallace in Kershaw County , however the license was never returned. Baumgardner spoke with Tim Peterson who sold the van to Kay Paschal. Mr Peterson stated that a POA was presented and that Kay gave a check to purchase the van. Mr Peterson stated that MR Wallace inspected the van while he was alive and it met with his approval.

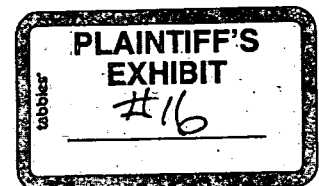
Baumgardner had been in contact with Elizabeth Wallace via telephone. Ms Elizabeth Wallace stated that she wanted Lexington County to obtain a warrant for forgery of the check used to pay for the van BEFORE RCSD did any charges. I explained that there were several concerns that I had and wanted to find out what documentation were used to prove that Kay Paschal changed her name to Kay Wallace. I also expressed that some concern over additional issues that I wanted to clarify before I sought any charges. Ms Elizabeth stated that she understood as she was an attorney and her brother was with the CIA.

Lt Heidi Scott called me on 11-04-2011 and asked that I transfer this case back to her. Lt Scott stated that she had sought council through her department and that RCSD will make the charges of forgery. Baumgardner agreed to TOT the case back to RCSD. The case will be in Baumgardner's office. Lt. Scott stated that she would have the case picked up within a week.

Because this case will be sent back to RCSD at their request, Baumgardner will close this case as EX-CLEARED / NO PROSECUTION IN LEXINGTON COUNTY.

EX-CLEARED / TOT RICHLAND COUNTY SHERIFF'S DEPARTMENT

END OF REPORT [11/04/2011 16:09, BAUMS, 314, LCSD]



Baumgardner, Stephen

From: Baumgardner, Stephen
Sent: Tuesday, January 31, 2012 3:10 PM
To: Frier, Scottie
Subject: KAY PASCHAL



Lt. Frier,

Per our telephone conversation of today; I am sending this e-mail to you per your request. You asked that I focus on the meeting with Dayton Riddle, Robert Elam and myself. This meeting took place at the Lexington County Solicitors office on Wednesday 25 January 2012 at approximately 14:45 hours. The meeting was held in Dayton Riddle's office. Robert Elam was present and took some notes during the meeting. I did not take notes during this meeting.

The following is a summary of the meeting. Should you have any additional questions, please let me know.

- Mr Riddle asked me to summarize my case investigation with Kay Paschal as the suspect. I told Mr Riddle how I had interviewed Mr Tim Peterson, manager of Carolina Mobility. Mr Peterson picked Mr Wallace up from a rehab center, drove Mr Wallace to his home in Forest Acres. The demo van was inspected by Kay Pashal and Mr David Wallace. The van met with their approval and Mr Peterson ordered a van through Braun corporation. Mr Peterson stated that Kay Paschal responded to the dealership with a Power of Attorney. Paschal traded a Cadillac automobile in towards the purchase price and signed a check on David Wallace's TD bank account for payment of the van. Mr Peterson stated that the POA seemed to be in order and that he knew that the van was being purchased for the benefit and use of David Wallace.
- I informed Mr Riddle that this case was sent to me from RCSD and I was asked to examine the facts to ascertain if a criminal act had been violated within Lexington County. I told Mr Riddle that I had several conversations with Lt Scott via telephone and that I had advised Lt Scott that I was leaving in early November for surgery. In late October, I was contacted by Lt Scott and asked to turn the documents back over to RCSD, as RCSD was going to seek a warrant. I packaged the documents in an envelope and they were picked up after I left for sick leave. I told Mr riddle that based on the interview with Tim Peterson, I could not find probable cause for a warrant, as Mr Wallace was present and involved with the approval of the vehicle.
- I had several conversations with Elizabeth Wallace, daughter of the deceased David Wallace. I told Mr riddle how Ms Wallace had told me she was an attorney and that her brother worked with the CIA. I informed Mr Riddle that Ms Wallace had contacted Sheriff's Metts office as she did not feel as if the case investigation was getting the proper attention it needed. I advised Mr riddle that I had addressed these issues with Captain L Marshall. I advised Mr Riddle that I had written Captain Marshall an overview of this case, however I did not have the case file with me on that day.
- Mr Riddle stated that he met with Lt Scott with RCSD at the request of Captain Stan Smith with RCSD. Mr riddle stated that only he and Ms Scott were present during the conversation. Mr Riddle stated that Lt Scott told him of the details of her case. Mr riddle stated that he did not direct Lt Scott to obtain a warrant but rather Mr riddle stated that he directed Lt Scott to speak with a magistrate to ascertain the validity of RCSD signing a warrant in Lexington County. Mr Riddle also went on to state that he advised Lt Scott to speak with her "chain of command" personal with RCSD dealing with these issues. Mr. Riddle stated to me that he did not tell Lt Scott to obtain a warrant based on his recommendations.
- I discussed the issues as to why I was served with a subpoena to for documents and to appear in the Preliminary Court on 01-20-2012. Mr Riddle did not ask what questions were asked but rather an overview of my testimony. Mr riddle stated that he had spoken with Mr Jake Moore, Esq., and that Moore, Taylor and

Thomas was going to give Mr. Riddle a copy of the court transcripts. I asked Mr Riddle for a copy if he received the transcript and he stated that he would advise me if he received one.

Our meeting ended and I retired to Robert Elam's office to discuss a separate case. I advised Mr Elam that I was going to get the 11-30-2011 statement that Lt Scott obtained from Tim Peterson. Mr Elam stated that if I did get this statement, he wanted to include a copy in their case file. I told him that I would supply a copy if I received the statement.

I left Mr Elam's office as it was approximately 1715 hours.

Again, should you have additional questions, please contact me.

cordially,

Steve Baumgardner
Lexington County sheriff's Department



CASE SUPPLEMENTAL REPORT

Printed: 04/03/2012 14:49

Lexington County Sheriff's Department

OCA: 11032000

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *EXCEPTIONALLY CLEARED*

Case Mng Status: *EXCEPTIONALLY CLEARED*

Occured: 06/18/2010

Offense: *COUNTERFEITING/FORGERY*

Investigator: *BAUMGARDNER, STEPHEN E*

Date / Time: 01/31/2012 08:25:24, Tuesday

Supervisor: *PRESTIGIACOMO, EDWARD DEL*

Supervisor Review Date / Time: 01/31/2012 11:03:00, Tuesday

Contact:

Reference: *Investigative Supplemental*

01-31-2012 Baumgardner was sent a subpoena from Moore, Taylor and Thomas PA to produce all documents related to this case (01-11-2012). Baumgardner sent all documentation to Major J Tate, LCSD legal Council. Baumgardner was contacted by Major Tate on 01-20-2012 via telephone. Major Tate advised that his office had received a subpoena to compel me to appear at the 01-20-2012 Preliminary Hearings on this date for Moore, Taylor and Thomas. Major Tate instructed me to be available for the court.

I appeared in court and spoke with Lt. H Scott, RCSD. I gave Lt Scott copies of the subpoenas that I had received and advised to her that I was instructed to be in court on this day. I was called to testify in this preliminary hearing. I was questioned by Mr Jake Moore about my findings in LCSD case 10032000. Kay Pashal was the suspect of this investigation. I did not find probable cause in case 10032000 for an arrest warrant. Lt Scott had contacted Baumgardner in late October 2011 to ask that I send the case back to RCSD. I packed the case into an envelope and placed the package on a stand for pick up by RCSD. I went on sick leave on 11-06-2012. I closed case 11032000 on 11-04-2011 based on the fact that I could not find probable cause and that Lt Scott advised that RCSD would take over the case. Lt Scott advised me that she felt as if RCSD could pursue warrants for the forgery allegation. On 01-20-2012, Lt Scott presented her case for probable cause for the warrants that RCSD had obtained for the arrest of Kay Paschal. After hearing arguments from Jake Moore, Lt Scott and my testimony under oath, judge G Morgan did not find there to be probable cause and did not bind the warrants over for grand jury consideration.

Lt. S Frier saw me as I was leaving LCSD headquarters. Lt Frier asked me what had happened in court. I explained the issues and left. Lt Frier called me two or three additional times over the next week to ask me about details of this prelim and my case.

On 01-24-2012, I stopped at Carolina Mobility, Inc to speak with Tim Peterson, General Manager. I had interviewed Mr Peterson early in my investigation of case 11032000. based on the facts of my interview with Mr Peterson, along with the additional evidence which I had discovered, I did not seek a warrant for the arrest of Kay Paschal. Mr Peterson's statement to me was that he had picked Mr Wallace up at a rehab facility. Mr Peterson took Mr. Wallace to his home in Forest Acre (Richland County). Mr Peterson was in a demo handicap van. Once Kay Paschal and Mr Wallace saw how the van would allow Mr. Wallace to be transported, Mr Peterson was instructed to order a van for Mr. Wallace's benefit.

On 01-24-2012, I re-interviewed Mr Peterson and his events of the purchase of the van was the same as when I interviewed him in October 2011. Mr Peterson let me read a statement which he gave to Lt. Scott on 11-30-2012. I read the document but did not ask for a copy.

On 01-25-2012, I was asked to meet with Robert Lam and Dayton Riddle of the Lexington County Solicitor's office. The purpose of this meeting was to discuss my findings of my interview. the meeting began about

CASE SUPPLEMENTAL REPORT

Printed: 04/03/2012 14:49

Lexington County Sheriff's Department

OCA: 11032000

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Case Status: *EXCEPTIONALLY CLEARED*

Case Mng Status: *EXCEPTIONALLY CLEARED*

Occurred: 06/18/2010

Offense: *COUNTERFEITING/FORGERY*

Investigator: *BAUMGARDNER, STEPHEN E*

Date / Time: 01/31/2012 08:25:24, Tuesday

Supervisor: *PRESTIGIACOMO, EDWARD DEL*

Supervisor Review Date / Time: 01/31/2012 11:03:00, Tuesday

Contact:

Reference: *Investigative Supplemental*

1430 hours and ended about 1700 hours. I relayed the issue of the RCSD statement. Mr Robert Elam asked if I could secure a copy of this statement as it was not a document in my case file. I told him that I would ask to get a copy of this statement.

On 01-30-2012, I responded to Carolina Mobility and spoke with Tim Peterson. I asked if I could have a copy of the statement he gave to Lt Scott. He said that I could. Mr Peterson has been cooperative in the course of this investigation. We once again spoke of this case. Mr Peters stated to me again that when he was present, Kay Paschal was taking care of Mr David Wallace. Mr Peterson stated that Kay Paschal changed David Wallace's adult undergarments, fed and prepared food and "acted as his wife". I thanked Mr Peters for his time and cooperation and left the business.

01-31-2012 I scanned the RCSD statement and attached the statement to this case file. I also completed an additional supplemental report to reflect issues that have arisen since I closed this case on 11-04-2011.

end of report [01/31/2012 09:13, BAUMS, 314, LCSD]

COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Kay Paschal

Plaintiff,

-vs-

Leon Lott, Heidi Scott, Jeffrey
Wallace and Elizabeth Wallace,

Defendants.

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

IN THE COURT OF COMMON PLEAS
OF THE ELEVENTH CIRCUIT

Civil Action No.: 2012-CP-32-00342

**AFFIDAVIT OF LT. HEIDI SCOTT
IN SUPPORT OF
MOTION FOR
CHANGE OF VENUE**



PERSONALLY APPEARED BEFORE ME, Lt. Heidi Scott, who, being first duly sworn,
deposes and says the following:

1. I am Lt. Heidi Scott, I am a citizen and resident of the County of Richland, State of South Carolina, I am forty-four years old, and I am employed by the Richland County Sheriff's Department as a Lieutenant, working with Victim Services, and as a Vulnerable Adult Investigator when those cases arise in Richland County. I make this affidavit upon personal knowledge.

2. On February 28, 2011 the Richland County Sheriff's Department (RCSD) was contacted by the Forest Acres Police Department about taking over a case that had been reported to Forest Acres due to a conflict of interest they had. Because the incident location was 205 Spring Lake Road in Forest Acres, which is within Richland County, the RCSD agreed to investigate the allegations. That same day I was directed by Captain Weeks, of RCSD, to look into the case.

3. Without going into great detail about the investigation at this point, it involved a

1 of 5
al

report from family members of suspected neglect and possible financial exploitation of an 88-year-old alleged crime victim, David Wallace, who had died on February 20, 2011. According to the information we received from the family members, David Wallace and Kay Paschal, Mr. Wallace's former attorney and a close friend, had resided together at the 205 Spring Lake Road address for several years. According to the information we received, David Wallace had suffered a major stroke on April 20, 2010, leaving him fully dependent upon others for his care, and making him a vulnerable adult. The report further indicated that after his stroke, Mr. Wallace was hospitalized and incapacitated for an extended period of time, during which time—April 23, 2010, just three days after the stroke— Ms. Paschal recorded a Power of Attorney for Mr. Wallace with the ROD for Richland County, empowering Ms. Paschal to act on Mr. Wallace's behalf, supposedly changing an earlier Power of Attorney that had formerly empowered Mr. Wallace's daughter to act in that capacity. The family indicated concerns that the validity of the Power of Attorney was questionable, and that Mr. Wallace may have been financially exploited by Ms. Paschal, in addition to their concerns about his physical care the last months of his life.

4. Virtually all of our investigation involved matters in Richland County. David Wallace had been a resident of Richland County prior to his death and at all times relevant to the report. Ms. Paschal was a resident of Richland County, had been living in Mr. Wallace's residence at the 205 Spring Lake Road address, and listed that as her address in purchasing a van June 18, 2010. The original report by the family members was made to the Forest Acres Police Department, in Richland County, before the investigation was sent to the RCSD. We spoke with several banks in the Columbia area, discovering accounts or safety deposit boxes for Mr. Wallace at Carolina First, Wachovia, First Citizens Bank, and NBSC—all of which were located within Richland County. We obtained search warrants for the 205 Spring Lake Road address and for Ameritrade and Palmetto Citizen's Federal Credit Union—all in Richland County. We inquired of SCDHEC what

process we needed to follow in order to discover medications for Mr. Wallace, we completed paperwork to that end and mailed the paperwork to DHEC at their offices in Richland County. After inquiring of the Rite Aid Pharmacy where Mr. Wallace had gotten his medication near his home prior to his death, we eventually obtained a report from Rite Aid regarding medications that were dispensed. We met with a forensic document examiner, Mr. Dawson, at my Richland County office at 1931 Pineview Road, in Northeast Columbia, regarding the questionable Power of Attorney; and we met with and had a SLED Forensic Scientist, Gail Heath, examine the Power of Attorney at the SLED offices in Richland County. I understand that the Richland County Coroner's Office and the Richland County Office of SCDSS Adult Protective Services were also involved.

5. We discovered in our Richland County investigation that Ms. Paschal had used the questionable Power of Attorney for the purchase of a van in Lexington County on June 18, 2010, in which Ms. Paschal wrote a check for approximately \$58,000 from Mr. Wallace's Ameritrade Account using the Power of Attorney. Because this offense occurred in Lexington County, I conferred with my superiors in Richland County, and in late July, 2011, conferred with an Assistant Solicitor from the 5th Judicial Circuit, in Richland County, about whether—and how—to pursue our Richland County investigation into Lexington County. At the Assistant Solicitor's suggestion, I sent the file to the Lexington County Sheriff's Department (LCSD) for them to pursue. After initially looking into the matter, the LCSD investigator informed me that he would be leaving on medical leave for surgery, so I got the file back from him. I called the office of the Solicitor for the Eleventh Judicial Circuit—placing the call from my office in Richland County—discussing whether—and how—to pursue the matter into Lexington County. After that telephone discussion, and after discussing the matter with my superiors, we concluded that we could pursue the matter, and I met with a Lexington County magistrate.

6. Only two aspects of this investigation involved Lexington County: a search warrant for a then-unoccupied residence at 1103 Kitty Hawk Drive, in West Columbia, when we learned that financial records and/or computers may have been moved from David Wallace's 205 Spring Lake Road address to Ms. Paschal's former Lexington address, which is not alleged in the Complaint as being a basis for the Plaintiff's claim, and the issuance of the arrest warrants that are the subject of this lawsuit. All of the decision-making process that resulted in our pursuing the Lexington County aspect of our investigation took place in Richland County, not Lexington County, with the only Lexington County acts being my meeting with the magistrate to tell him the facts of the matter that amounted to probable cause, my waiting while the magistrate typed-up the affidavit and warrants himself, and my signing the affidavits, attesting to the facts set forth therein. The magistrate found probable cause and issued the warrants. Some time after the issuance of the warrants, I met with the gentleman who sold the van to Ms. Paschal and got a written statement from him on November 30, 2011, and then I later appeared at the Preliminary Hearing that had been requested by Ms. Paschal.

7. All RCSD staffings and discussions regarding this investigation, all discussions with the Fifth Judicial Circuit Solicitor, SCDHEC, and SLED took place in Richland County. My telephone call to the Eleventh Judicial Circuit Solicitor was made from my office in Richland County. The family of David Wallace, as I understand it, currently are living at his former residence in Richland County, and Mr. Wallace's Estate is being probated in Richland County. All pertinent acts or missions involved in this case, including the decision making process leading up to our pursuing the June 18, 2010 van purchase with the questionable Power of Attorney, occurred in Richland County, not Lexington County. The only acts that took place in Lexington County were my signing the affidavits before the magistrate, from which he found probable cause for his issuance of the warrants, and my taking the written statement of the seller of the van two weeks

after the warrants were issued, and my appearing at the Preliminary Hearing as the affiant.

8. At all times incident to my involvement in this case, I acted within the course and scope of my official duties as a Lieutenant with the Richland County Sheriff's Department, investigating a report of suspected exploitation of a vulnerable adult. At all times I acted in good faith, without actual malice, intent to harm, or fraud, and committed no crime of moral turpitude.

Heidi Scott
Lt. Heidi Scott

SWORN TO AND SUBSCRIBED
BEFORE ME

This 13th day of April, 2012.

[Signature]
Notary Public for South Carolina
My Commission Expires 7-10-12

5 of 5
28

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Kay Paschal Wallace,)

Plaintiff,)

-vs-)

Leon Lott, Heidi Scott, Jeffrey)

Wallace and Elizabeth Wallace,)

Defendants.)

IN THE COURT OF COMMON PLEAS
OF THE ELEVENTH CIRCUIT

Civil Action No.: 2012-CP-32-00342

CERTIFICATE OF SERVICE

I, Patrick J. Frawley, an attorney with the law firm of Davis, Frawley, Anderson, McCauley, Ayer, Fisher & Smith, LLC, do hereby certify that I have this date served a copy of the following document upon the counsel named below, by placing a copy in the United States Mail, postage prepaid and return address clearly indicated to the addresses below:

COUNSEL SERVED:

S. Jahue Moore, Esquire
Moore, Taylor & Thomas, P.A.
PO Box 5709
West Columbia SC 29171

Richard C. Detwiler, Esquire
Kathleen M. McDaniel, Esquire
Callison Tighe & Robinson, LLC
PO Box 1390
Columbia SC 29202-1390

Pope D. Johnson, III, Esquire
Johnson & Barnette, LLP
PO Drawer 11209
Columbia SC 29211

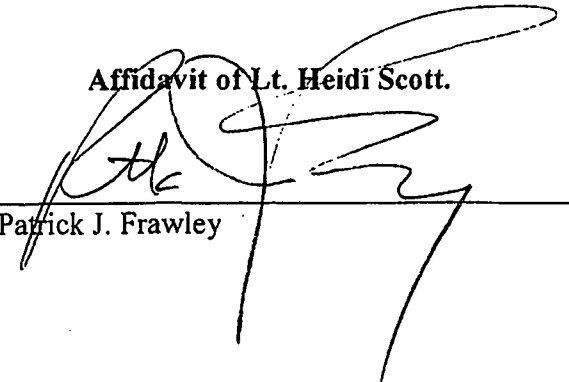
Adam J. Neil, Esquire
Murphy & Grantland, P.A.
PO Box 6648
Columbia SC 29260

B# 1 of 2
RR

John C. Bruton, Jr., Esquire
S. Ross Shealy, Esquire
Haynsworth Sinkler Boyd, PA
PO Box 11889
Columbia, SC 29211-1889

PLEADING:

Affidavit of Lt. Heidi Scott.



Patrick J. Frawley

Lexington, South Carolina
April 13, 2012

Code of Laws of South Carolina 1976 Annotated
Title 22. Magistrates and Constables
Chapter 5. Magistrates' Powers and Duties in Criminal Matters
Article 3. Arrests

Code 1976 § 22-5-110

§ 22-5-110. Arrest, examination and commitment or punishment; warrant; courtesy summons.

Currentness

(A) Magistrates shall:

- (1) cause to be arrested all persons found within their counties charged with any offense and persons who after committing any offense within the county flee out of the county;
- (2) examine into treasons, felonies, grand larcenies, high crimes, and misdemeanors;
- (3) commit or bind over for trial those who appear to be guilty of crimes or offenses not within their jurisdiction; and
- (4) punish those guilty of such offenses within their jurisdiction.

(B)(1) An arrest warrant may not be issued for the arrest of a person unless sought by a law enforcement officer acting in their official capacity.

(2) If an arrest warrant is sought by someone other than a law enforcement officer, the court must issue a courtesy summons.

(3) If a defendant named in a courtesy summons fails to appear before the court pursuant to the summons, the court must issue an arrest warrant for the underlying offense based upon the original sworn statement of the affiant who sought the courtesy summons, provided the sworn statement establishes probable cause that the underlying offense was committed.

Credits

HISTORY: 1962 Code § 43-211; 1952 Code § 43-211; 1942 Code § 929; 1932 Code § 929; Cr. P. '22 § 25; Cr. C. '12 § 27; Cr. C. '02 § 19; G. S. 829; R. S. 18; 1870 (14) 403; 2008 Act No. 284, § 2, eff June 11, 2008; 2008 Act No. 346, § 5, eff June 25, 2008; 2011 Act No. 70, § 1, eff June 28, 2011.

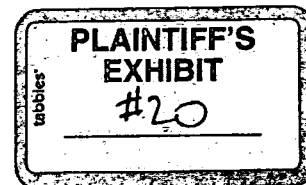
Notes of Decisions (2)

Current through End of 2011 Reg. Sess.

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End of Document

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RULE 2. PRELIMINARY HEARINGS, SC R RCRP Rule 2

Code of Laws of South Carolina 1976 Annotated

South Carolina Rules of Criminal Procedure

I. Pretrial Matters

Rule 2, SCRCrimP

RULE 2. PRELIMINARY HEARINGS

Currentness

(a) **Notice of Right.** Any defendant charged with a crime not triable by a magistrate shall be brought before a magistrate and shall be given notice of his right to a preliminary hearing solely to determine whether sufficient evidence exists to warrant the defendant's detention and trial. In the case of bailable offenses, the notice shall be given at the bond hearing. In the case of non-bailable offenses, the notice shall be given no later than would be required if the offense were bailable. Notice shall be given orally and also by means of a simple form providing the defendant an opportunity to request a preliminary hearing by signing the form and returning it to the advising magistrate. In all cases, the request for a preliminary hearing shall be made within ten days after the notice.

(b) **Time for Hearing.** If the defendant requests a preliminary hearing, the hearing shall be held within ten days following the request. The hearing shall not be held, however, if the defendant is indicted by a grand jury or waives indictment before the preliminary hearing is held. The defendant may appear by counsel or in person or both.

(c) **Probable Cause.** If probable cause be found by the magistrate, the defendant shall be bound over to the Court of General Sessions. If there be a lack of probable cause, the defendant shall be discharged; but his discharge shall not prevent the State from instituting another prosecution for the same offense.

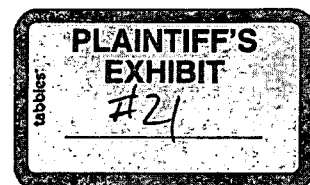
(d) **Conclusion of Hearing.** After concluding the hearing the magistrate shall transmit forthwith to the Clerk of the Court his findings together with all papers in the hearing.

(e) **Delays.** Any delay in the holding of a preliminary hearing shall not be grounds for a delay in the prosecution of the case in the Court of General Sessions.

Credits

[Adopted effective September 1, 1988.]

Notes of Decisions (2)



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RULE 2. PRELIMINARY HEARINGS, SC R RCRP Rule 2

Rules Crim. Proc., Rule 2, SC R RCRP Rule 2
Current with amendments received through 12/1/2013

End of Document

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POWER OF ATTORNEY

COPY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

David Wallace

(BUYER) (SELLER) OR (LEGAL OWNER)

of the following described motor vehicle:

Make Cadillac Type 4DR SDN

Motor Number _____ Serial Number 1G6KF579X2U287628

Year Built 2002 Model Deville DTS

does hereby authorize and irrevocably appoint:

Tim Peterson of Carolina Mobility Sales, LLC

(ATTORNEY)

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, application for a duplicate of such title, or application for a new certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

18 day of June, 2010

(FULL SIGNATURE OF OWNER)

Acknowledged before me, a Notary Public in and for the State of North Carolina, County of

this _____ day of _____,

by the above named owner, who acknowledged the same to be his free and voluntary act and deed.

(NOTARY PUBLIC)

(SEAL)

(ADDRESS)

My commission expires: _____



ARREST WARRANT

2013A4011000072

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

THE STATE

R21103010503

against

Kay F Paschal

Address: 1103 Kitty Hawk Dr

West Columbia, SC 29170-3164

Phone: SSN: [REDACTED]

Sex: F Race: W Height: 5 5 Weight: 120

DL State: SC DL #: [REDACTED]

DOB: [REDACTED] Agency ORI #: 04000

Prosecuting Agency: Richland County Sheriff Department

Prosecuting Officer: Howard Hughes - 292

Offense: Forgery / Forgery, no dollar amount

Offense Code: 3438

Code/Ordinance Sec: 16-13-0010(A)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be

dealt with according to the law.

(L.S.)

Signature of Judge

Date:

RETURN

A copy of this arrest warrant was delivered to

defendant

on

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

Waverly Magistrate
2712 Middleburg Dr., Suite 106
Columbia, SC 29204

ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

Personally appeared before me the affiant Howard Hughes

being duly sworn deposes and says that defendant Kay F Paschal

did within this county and state on or about 4/23/2010

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

in the following particulars:

DESCRIPTION OF OFFENSE: Forgery / Forgery, no dollar amount

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on or about 4/23/2010 while at 1701 Main St in the Columbia Magisterial District of Richland County, one Kay Francis Paschal did commit the crime of Forgery. It is believed that defendant committed the crime because she did, willfully and unlawfully, utter a forged Power of Attorney bearing on page 1 the forged initials of David Wallace. Said forged document declared defendant to be appointed as Wallace's POA superceding an earlier POA in which Wallace's daughter, EG Wallace, had been appointed his POA. Said forged POA uttered and filed with the Richland County Register of Deeds. Affiant and others are witness to prove the same.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

Affiant's Address 5623 Two Notch Road

Columbia, SC 29223-

Affiant's Telephone (803)576-3000

PLAINTIFF'S
EXHIBIT
23

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 4/23/2010

defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

) as set forth below:

DESCRIPTION OF OFFENSE: Forgery / Forgery, no dollar amount

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable

Sworn to and subscribed before me

on 12/6/2013

Judge's Address

(L.S.)

Signature of Issuing Judge

Caroline W Streater

Judge Code: 7027

Judge's Address 1400 Huger Street

Columbia, SC 29201-

Judge's Telephone (803)576-2341

Issuing Court: ☒ Magistrate☐ Municipal☐ Circuit

ORIGINAL

ORIGINAL

ORIGINAL

ENTERED DEC 06 2013

AFFIDAVIT

ORIGINAL

Form Approved by
S.C. Attorney General
April 21, 2003
SCCA 518

1016

ARREST WARRANT

2013A4011000071

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

THE STATE
against

Kay F Paschal

Address: 1103 Kitty Hawk Dr
West Columbia, SC 29170-3164Phone: _____ SSN: _____
Sex: F Race: _____ Height: 5 5 Weight: 120

DL State: SC DL #: _____

DOB: _____ Agency ORI #: 04000

Prosecuting Agency: Richland County Sheriff Department

Prosecuting Officer: Howard Hughes - 292

Offense: Forgery / Forgery, no dollar amount

Offense Code: 3438

Code/Ordinance Sec: 16-13-0010(A)

This warrant is CERTIFIED FOR SERVICE in the

☒ County/ ☐ Municipality ofLexington The accused
is to be arrested and brought before me to be
dealt with according to the law.

Signature of Judge 7253 (L.S.)

Date: 12/06/13

RETURN

A copy of this arrest warrant was delivered to
defendant on 12-11-13

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

Waverly Magistrate
2712 Middleburg Dr., Suite 106
Columbia, SC 29204

NIC #W 00898045

SC #

CLEARED 12/11/13

Judge Code: 7027

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

Personally appeared before me the affiant Howard Hughes

being duly sworn deposes and says that defendant Kay F Paschal

did within this county and state on or about 6/7/2010

State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of

in the following particulars:

DESCRIPTION OF OFFENSE: Forgery / Forgery, no dollar amount

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on or about 6/7/2010 while at 1612 St. Julian Place in the Waverly Magisterial District of Richland County, one Kay Francis Paschal did commit the crime of Forgery. It is believed that defendant committed the crime because she did, willfully and unlawfully, utter a forged Power of Attorney bearing on page 1 the forged initials of David Wallace. Said forged document declared defendant to be appointed as Wallace's POA superceding an earlier POA in which Wallace's daughter, EG Wallace, had been appointed his POA. Said forged POA uttered in order to have defendant added to D. Wallace's First Citizens bank checking account giving her full access to funds in same.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

Affiant's Address 5623 Two Notch Road
Columbia, SC 29223-

Affiant's Telephone (803)576-3000

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/7/2010

defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of

Richland / Waverly Magistrate

) as set forth below.

DESCRIPTION OF OFFENSE: Forgery / Forgery, no dollar amount

Noting found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable

Sworn to and subscribed before me

on 12/6/2013

Signature of Issuing Judge

Caroline W. Sireater

Judge Code: 7027

Judge's Address 1400 Huger Street

Columbia, SC 29201-

Judge's Telephone (803)576-2341

Issuing Court: ☒ Magistrate☐ Municipal☐ Circuit

ORIGINAL

ORIGINAL

ORIGINAL

ENTERED DEC 06 2013
AFFIDAVIT

ORIGINAL

Form Approved by
S.C. Attorney General
April 21, 2003
SCCA 518

who

violate the criminal laws of the

Richland / Waverly Magistrate

1017



RICHLAND COUNTY SHERIFF'S DEPARTMENT INCIDENT REPORT

AGENCY I.D.
SCOR1 400000

CASE NUMBER

1103010503

NCIC

INO

ENTD

INCIDENT TYPE				COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED	TYPE VICTIM	
1. exploitation vulnerable adult				☒ YES ☐ NO	☐ YES ☒ NO	20		☒ INDIVIDUAL ☐ BUSINESS ☐ FINANCIAL INST ☐ GOVERNMENT ☐ RELIG. ORGN. ☐ SOC/PUBLIC ☐ OTHER ☐ UNKNOWN ☐ POLICE OFFICER	
2. breach of trust				☐ YES ☐ NO	☐ YES ☐ NO				
3.				☐ YES ☐ NO	☐ YES ☐ NO				
INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET AND NAME AND NUMBER)						SUBDIVISION	ZIP CODE	WEAPON TYPE	
205 Spring Lake Road						Forest Acres	29206		
INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE / TIME 24 HR. CLOCK		AREA	GRID	
4/20/2010	0800		3/2/11	0800	DISP. DATE DISP. TIME TIME ARRIVED DEPART TIME		2		
COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT		RES	RACE	SEX	AGE	ETH.
Wallace, Jeffrey Allan			1 2 3		J	W	M	57	
ADDRESS			CITY		STATE		ZIP CODE		
8529 Aponi Rd			Vienna		VA		22180		
VICTIM'S NAME (LAST, FIRST, MIDDLE)			RELATIONSHIP TO SUBJECT		RES	RACE	SEX	AGE	ETH.
Wallace, David			1 2 3		J	W	M	88	
ADDRESS			CITY		STATE		ZIP CODE		LOCATION
205 Spring Lake Road			Forest Acres		SC		29206		
VISIBLE INJURY (MCT. 1) ☐ YES ☒ NO EXPLAIN: _____ COMPLAINT OF ANY NON-VISIBLE INJURIES: ☐ YES ☒ NO VICTIM (NO. 1) USING: ALCOHOL ☐ YES ☒ NO ☐ UNK. DRUGS ☐ YES ☒ NO ☐ UNK. TYPE: _____ ☐ TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DET/SPEC. ASMT ☐ OTHER ☐ ALONE ☐ ASSISTED J = THIS JURISDICTION S = STATE O = OUT OF STATE U = UNKNOWN									
SUBJECT (NO. 1) NAME (LAST, FIRST, MIDDLE) RACE SEX AGE ETH. DATE OF BIRTH HEIGHT WEIGHT HAIR EYES ☒ SUBJECT Paschal, Kay F W F 67 505 127 BR BL ☐ RUNAWAY FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. _____ ☐ WANTED ADDRESS CITY STATE ZIP CODE LOCATION NO. ☐ WARRANT 205 Spring Lake Road Forest Acres SC 29206 ☐ ARREST SUBJECT (NO. 1) USING: ALCOHOL ☐ YES ☒ NO ☐ UNK. ARRESTED NEAR OFFENSE SCENE: ☐ YES ☒ NO DATE / TIME OF OFFENSE DATE / TIME OF ARREST ☐ JAIL DRUGS ☐ YES ☒ NO ☐ UNK. TYPE: _____ TOTAL # ARRESTED: _____ ☐ SUMMONS									

Complainant requested that the Richland County Sheriff's Department investigate a situation in which his father was the victim of exploitation of a vulnerable adult and physical neglect. The victim had previously reported this incident to Forest Acres on 2/13/11 (case number 02110239). Detective Bales, the case investigator at Forest Acres provided R/O with his case file and transferred the case to RCSD. The complainant reported to R/O that Ms. Paschal neglected to provide proper medical care for his father who was a vulnerable adult. The complainant further reported that Ms. Paschal inappropriately used Mr. Wallace's money for her own benefit and purposes while neglecting to pay for Mr. Wallace's own expenses while serving as his Power of Attorney.

EVIDENCE NUMBER:				JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY				JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY			
HOLD ROOM				EVIDENCE ROOM							
SEIZED		\$		BURNED		\$		DAMAGED		\$	
SUBJECT IDENTIFIED:		SUBJECT LOCATED		☐ ACTIVE ☐ ADM. CLOSED		☐ ARRESTED UNDER 18		☐ EX-CLEAR UNDER 18			
☐ YES ☐ NO		☐ YES ☐ NO		☐ UNFOUNDED		☐ ARRESTED 18 AND OVER		☐ EX-CLEAR 18 AND OVER			
REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION 3. ☐ EXTRADITION DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE - NO CUSTODY											
REPORTING OFFICER(S)				DATE		DEPT. NO.		APPROVING OFFICER			
Scott, H				3/2/11		v849					
FOLLOW UP INVESTIGATION								OFFICER			
☐ YES ☐ NO											



LCSD 00049

STATE OF SOUTH CAROLINA

County of Richland

SEARCH WARRANT

205 Spring Lake Road
Forest Acres, SC 29206

Date: 03/08/2011
Officer: Sergeant K. Isenhoward

1019

RECEIVED
POLICE DEPT
2011 MAR 8 AM 11:02

2011 MAR -8 AM 11:39



STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

Form approved by SC Attorney

General - Section 17-13-160

March 15, 1978

RECEIVED SEARCH WARRANT

POSTED TO ASSISTANT

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE MUNICIPALITY OF

It appearing from the attached affidavit that there are reasonable grounds to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises:

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The residence is located at 205 Spring Lake Road in Richland County. It is a one story, brick ranch-style home. The home has a brown shingled roof with wood trim. There is a black mailbox located at the front of the home, near the street, with the numbers 205 on it. There is also a fire hydrant located beside the mailbox. The search is to include any buildings or outbuildings located on the property or surrounding. The search is to include any person residing at the residence or located at the residence, whether present or temporarily absent. This search should also include any vehicles located on the property and/or owned/operated by those who reside at or are located at the residence.

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and to seize such property if found:

DESCRIPTION OF PROPERTY

Any and all bank account and financial institution records for David Wallace including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all computers and media storage devices. Any and all correspondence between businesses and David Wallace, including contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, medical documents and handmade notes.

Any and all bank account and financial institution records for Kay Paschal, including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all correspondence between businesses and Kay Paschal including contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, handmade notes or records regarding medical documentation or finances. Any and all computers and media storage devices. Any items which contain blood, fibers, body fluids, or any items which may contain blood or other serological evidence. Any medication prescribed to or mixed with medications which have been prescribed to David Wallace. Any medical equipment, bandages, clothing or other items deemed to be evidence of any potential crime described in the affidavit.

This Search Warrant shall not be valid for more than ten days from the date of issuance.

A written inventory of all property seized pursuant to this Search Warrant shall be made to

Pontiac Magistrate

within ten days from the date of this warrant, such inventory to be signed by the officer executing this warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of such search if practicable, and, if not, to such person as soon thereafter as is practicable; in the event the identity of the person in charge is not known or if such person cannot be found after reasonable diligence in attempting to locate the person, a copy shall be attached to a prominent place on such premises.

Columbia, S.C.

March 8 2011

P. Smith
Signature of Judge

(U.S.)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

2011 MAR - 8 AM 11:39
AFFIDAVIT
POLICE MAGISTRATE

Personally appeared before me, one Sergeant K. Isenhardt who, being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises in this County:

DESCRIPTION OF PROPERTY SOUGHT

Any and all bank account and financial institution records for David Wallace including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all computers and media storage devices. Any and all correspondence between businesses and David Wallace, including contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, medical documents and handmade notes.

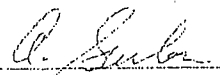
Any and all bank account and financial institution records for Kay Paschal, including all statements, cancelled checks, deposit slips, and retained copies of deposit items, payment stubs, records of transfers into other bank accounts, checkbooks, check registers, deposit receipts, records of cashiers checks or money orders purchased from funds. Any and all correspondence between businesses and Kay Paschal including, contracts, agreements, bills, letters, receipts, notices, credit cards, financial transactions, handmade notes or records regarding medical documentation or finances. Any and all computers and media storage devices. Any items which contain blood, fibers, body fluids, or any items which may contain blood or other serological evidence. Any medication prescribed to or mixed with medications which have been prescribed to David Wallace. Any medical equipment, bandages, clothing or other items deemed to be evidence of any potential crime described in the affidavit.

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The residence is located at 205 Spring Lake Road in Richland County. It is a one story, brick, ranch-style home. The home has a brown shingled roof with wood trim. There is a black mailbox located at the front of the home, near the street, with the numbers 205 on it. There is also a fire hydrant located beside the mailbox. The search is to include any buildings or outbuildings located on the property. The search is to include any person residing at the residence or located at the residence, whether present or temporarily absent. This search should also include any vehicles located on the property and/or owned/operated by those who reside at or are located at the residence.

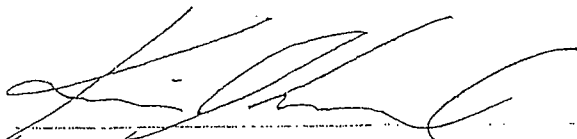
Sworn to and Subscribed before me

this 8 day of March, 2011



Signature of Judge

(I.S.)



Affiant

Address Richland County Sheriff's Department
5623 Two Notch Road, Columbia, S.C. 29223
Phone (803) 576-3000

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

AFFIDAVIT RECEIVED
PONTIAC COUNTY, GA

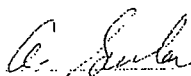
REASON FOR AFFIANT'S BELIEF THAT
PROPERTY SOUGHT IS ON THE SUBJECT PREMISES

2011 MAR -8 AM 11:39

On 4/20/10, Mr. David Wallace suffered a stroke following carotid artery surgery. Following the stroke, Mr. Wallace developed paralysis and difficulty speaking, conditions which confined him to a bed. Following his hospital stay, Mr. Wallace was admitted to Health South, an in-patient rehabilitation and treatment center in Columbia. Mr. Wallace was eventually removed from Health South by his live-in caregiver, Kay Paschal, against the advice of physicians. These physicians reportedly provided Ms. Paschal with specific instructions regarding his in-home care, which she may or may not have been followed. On 2/15/11, Mr. Wallace's son, Jeffrey, came to the home and found his father gravely ill and suffering. Jeffrey Wallace contacted his father's physician, Dr. Jeffrey Hooks, who responded to the home. After a brief examination, Dr. Hooks contacted EMS and Mr. Wallace was transported to Providence Hospital. Mr. Wallace was admitted to the hospital in serious condition suffering from malnutrition, pneumonia and other medical complications associated with decubiti ulcers (bed sores). On 2/20/2011, Mr. Wallace died while at the hospital. His cause of death was noted as pneumonia, malnutrition, sepsis and anemia. At the time, neither law enforcement nor the Coroner's office was contacted by the hospital to investigate Mr. Wallace's death. Mr. Wallace was subsequently buried in the Hebrew Benevolent Cemetery located in Columbia. Since his death, Ms. Paschal has held herself out to be the common law spouse of Mr. Wallace. It has also been discovered that a significant amount of money, in excess of a million dollars, is unaccounted for and effectively missing from Mr. Wallace's financial accounts. Ms. Kay Paschal, an attorney, has served as Mr. Wallace's power of attorney and has had access to all of Mr. Wallace's accounts for an extended period of time. On 02/13/11, family members reported these suspicious circumstances to the Forest Acres Police Department who subsequently began an investigation. On 03/2/11 the Richland County Sheriff's Department assumed the investigation into the events surrounding Mr. Wallace's death and the circumstances surrounding his financial loss. The subsequent investigation has revealed that several withdrawals have been made from various accounts in excess of tens of thousands of dollars at a time, several times over the months leading up to his death. The existence of a common law spousal relationship between Mr. Wallace and Mrs. Paschal has been contested by both family members and others familiar with the situation. It has also been alleged that Mrs. Paschal drafted several codicils to his last will and testament, making Ms. Paschal heir to a significant portion of Mr. Wallace's estate. Family members maintain that these codicils, as well as the above-mentioned withdrawals and expenditures were made after Mr. Wallace suffered the stroke, which left him incapable of approving or disproving either the monetary transactions or the codicils. It has also been alleged that Ms. Paschal drafted these codicils on a home computer located in the residence. The Richland County Coroner upon request has reopened the investigation into the cause and manner of Mr. Wallace's death. The RCSD is investigating both the death and financial losses of Mr. Wallace as potential abuse and or neglect of a vulnerable adult. Therefore, based on the facts and circumstances known at this time, it has become necessary that a search of Mr. Wallace's residence, which is located at 205 Spring Lake Road in Richland County, be conducted to further the investigation into these events.

Sworn to and Subscribed before me

this 8 day of March, 2011



Signature of Judge

(I.S)

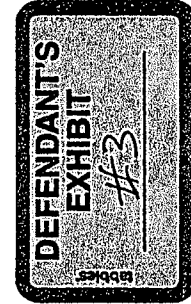


Affiant

Address Richland County Sheriff's Department
5623 Two Notch Road, Columbia, S.C. 29223
Phone (803) 576-3000

STATE OF SOUTH CAROLINA

County of Richland

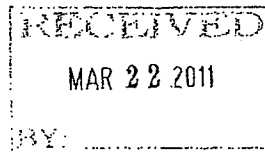


LCSD 00052

SEARCH WARRANT

Date: 3/22/11

Officer: Lieutenant Heidi Scott
The custodian of Records for:
Ameritrade
Regulatory and Compliance Department
PO Box. 2148
Omaha, NE 68103-2148



STATE OF SOUTH CAROLINA}

COUNTY OF RICHLAND }

SEARCH WARRANT

TO ANY BONDED LAW ENFORCEMENT OFFICER OF THIS STATE OR COUNTY OR OF THE MUNICIPALITY
OF _____:

It appearing from the attached affidavit that there are reasonable grounds to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises:

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The custodian of Records for:
Ameritrade
Regulatory and Compliance Department
PO Box 2148
Omaha, NE 68103-2148

Now, therefore, you are hereby authorized to search the subject premises for the property described below, and to seize such property if found:

DESCRIPTION OF PROPERTY

All monies, and the following documents for all accounts bearing the authority name of David Wallace and/or Kay Paschal, and/or bearing the account number _____, and/or _____ for the period of March 2010 to March 2011 included but not limited to: Account applications and signature cards; Monthly account ledger sheets and Deposit slips; Deposited items; Withdrawal documents; Debit and credit memoranda; Wire transfer; Certificates of deposit or saving; Loan applications, financial statements, ledger sheets and documents of payments and receipts, pertaining to loans and mortgages; Applications and entry records pertaining to safe deposit boxes, and seizure of items therein; Cashier checks, traveler's checks, bank money orders, or other monetary instruments purchased; Records pertaining to purchases and sales of securities; Correspondence and legal files; Credit cards files and letters of credit; Current transaction reports relating to the aforementioned customers.

This Search Warrant shall not be valid for more than ten days from the date of issuance.
A written inventory of all property seized pursuant to this Search Warrant shall be made to

within ten days from the date of this warrant, such inventory to be signed by the officer executing this warrant, and a copy of such inventory shall be furnished to the person whose premises are searched if demand for such copy is made.

A copy of this Search Warrant shall be delivered to the person in charge of the premises searched at the time of such search if practicable, and, if not, to such person as soon thereafter as is practicable; in the event the identity of the person in charge is not known or if such person cannot be found after reasonable diligence in attempting to locate the person, a copy shall be attached to a prominent place on such premises.

Columbia, S.C.
MAR 22, 20 11
9:00 AM RECEIVED Signature of Judge (L.S.)
MAR 22 2011

LCSD 00053

STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

AFFIDAVIT

Personally appeared before me, one Lt. Heidi Scott who, being duly sworn, says that there is probable cause to believe that certain property subject to seizure under provisions of Section 17-13-140, 1976 Code of Laws of South Carolina, as amended, is located on the following premises in this County:

DESCRIPTION OF PROPERTY SOUGHT

All monies, and the following documents for all accounts bearing the authority name of David Wallace and/or Kay Paschal, and/or bearing the account number [REDACTED] and/or [REDACTED] for the period of March 2010 to March 2011 included but not limited to: Account applications and signature cards; Monthly account ledger sheets and Deposit slips; Deposited items; Withdrawal documents; Debit and credit memoranda; Wire transfer; Certificates of deposit or saving; Loan applications, financial statements, ledger sheets and documents of payments and receipts, pertaining to loans and mortgages; Applications and entry records pertaining to safe deposit boxes, and seizure of items therein; Cashier checks, traveler's checks, bank money orders, or other monetary instruments purchased; Records pertaining to purchases and sales of securities; Correspondence and legal files; Credit cards files and letters of credit; Current transaction reports relating to the aforementioned customers.

DESCRIPTION OF PREMISES (PERSON, PLACE OR THING)
TO BE SEARCHED

The custodian of Records for:
Ameritrade
Regulatory and Compliance Department
PO Box 2148
Omaha, NE 68103-2148

REASON FOR AFFIANT'S BELIEF THAT THE
PROPERTY SOUGHT IS ON THE SUBJECT PREMISES

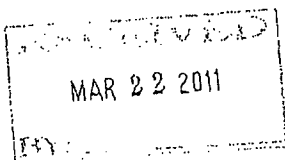
On 4/20/10, Mr. David Wallace suffered a stroke following carotid artery surgery. Following the stroke, Mr. Wallace developed paralysis and difficulty speaking, conditions which confined him to a bed. Following his hospital stay Mr. Wallace was admitted to Health South, and in-patient rehabilitation and treatment center in Columbia. Kay Paschal, an employee of Mr. Wallace, provided live in care for Mr. Wallace while managing his personal and business finances. On
Sworn to and Subscribed before me)

this 22 day of MARCH, 2011)

[Signature] (L.S.)
Signature of Judge R. J. [Signature]

[Signature]
Affiant

Address Richland County Sheriff's Department
5623 Two Notch Road, Columbia, S.C. 29223
Phone (803) 576-3000



STATE OF SOUTH CAROLINA }
COUNTY OF RICHLAND }

AFFIDAVIT

2/15/11 Mr. Wallace's son, Jeffrey, came to the home and found his father gravely ill and suffering. Jeffrey Wallace contacted his father's physician, Dr. Jeffrey Hooks, who responded to the home. After a brief examination, Dr. Hooks contacted EMS and Mr. Wallace was transported to Providence Hospital. Mr. Wallace was admitted in serious condition suffering from malnutrition, pneumonia and other medical complications associated with decubiti ulcers (bed sores). On 2/20/11 Mr. Wallace died while at the hospital. His death was noted as pneumonia, malnutrition, sepsis and anemia. Since Mr. Wallace's death it has been discovered that a significant amount of money, in excess of a million dollars is unaccounted for and is effectively missing from Mr. Wallace's financial accounts. Ms. Kay Paschal, an attorney, has served as Mr. Wallace's power of attorney and has had access to all of Mr. Wallace's computers, accounts and financial records for an extended period of time. On 2/13/11 family members reported these suspicious activities the Forest Acres Police Department who began an investigation. On 3/2/11 the Richland County Sheriff's Department assumed the investigation into the events surrounding Mr. Wallace's death and the circumstances surrounding the financial loss (case number 1103010503). The subsequent investigation has revealed that several withdrawals have been made from various accounts in excess of tens of thousands of dollars at a time, several times over the months leading up to Mr. Wallace's death. Ms. Paschal has held herself out to be the common law spouse of Mr. Wallace. The existence of a common law spousal relationship between Mr. Wallace and Ms. Paschal has been contested by both family members and others familiar with the situation. It has also been alleged that Ms. Paschal altered a power of attorney and drafted several codicils to Mr. Wallace's last will and testament, making Ms. Paschal heir to a significant portion of Mr. Wallace's estate. Family members maintain that these codicils, as well as the above-mentioned withdrawals and expenditures were made after Mr. Wallace suffered the stroke, which left him incapable of approving or disapproving either the monetary transactions or the codicils. It has also been alleged that Ms. Paschal drafted these codicils on a home computer. On 3/8/11 The Richland County Sheriff's Department executed a lawful search warrant of 205 Spring Lake Road, Forest Acres, SC 29206 in order to further an investigation of elderly abuse/neglect and financial exploitation. Ameritrade Account information and statements were discovered as a result of that search. The affiant submits that this described extensive and thorough search is needed to further the investigation of this elderly abuse/ neglect and financial exploitation case, and is warranted by the totality of the facts known to the affiant at the time of the preparation of this affidavit.

Lieutenant Heidi Scott is the case investigator and can be reached at telephone #: 803-576-3113 (office), 803-518-3648 (cell phone), fax #: 803-576-3162 (notate ATTN Lt. Scott), email: hscott@rcsd.net, and at the Richland County Sheriff's Department 5623 Two Notch Rd. Columbia, SC 29223.

Sworn to and Subscribed before me

this 22 day of March, 2011)

[Signature]
Signature of Judge

(L.S.)

MAR 22 2011

[Signature]
Affiant

Address Richland County Sheriff's Department
5623 Two Notch Road, Columbia, S.C. 29223
Phone (803) 576-3000



DIPLOMATE AMERICAN BOARD
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AMERICAN SOCIETY
OF
QUESTIONED DOCUMENTS EXAMINERS

SOUTHEASTERN ASSOCIATION
OF FORENSIC DOCUMENT EXAMINERS

July 6, 2011

VIA FEDERAL EXPRESS, EMAIL, & HAND-DELIVERY

Ms. Elizabeth G. Wallace
205 Springdale Road
Columbia, South Carolina 29206

Re: Estate of David Wallace
DDL File No.: 115847

SUPPLEMENTAL REPORT

Inventory of Documents

Exhibit Q/1

Exhibit Q/1 is a twelve (12) page Power of Attorney for David Wallace. The POA was originally dated the 17th day of May, 2002 then changed by a strike-through to the "20th". The 12 page Power of Attorney is prepared front and back thereby becoming a SIX page document. For purposes of examination inventory each page receives a "Q" (Questioned Document) identifier:

	<u>Front</u>	<u>Back</u>
<u>Page 1</u>	Q1 a (Page 1 of 12)	Q1 b (Page 2 of 12)
<u>Page 2</u>	Q1 c (Page 3 of 12)	Q1 d (page 4 of 12)
<u>Page 3</u>	Q1 e (page 5 of 12)	Q1 f (Page 6 of 12)
<u>Page 4</u>	Q1 g (page 7 of 12)	Q1 h (Page 8 of 12)
<u>Page 5</u>	Q1 i (Page 9 of 12)	Q1 j (Page 10 of 12)
<u>Page 6</u>	Q1 k (Page 11 of 12)	Q1 l (Page 12 of 12)

Page Q1 a gives Power of Attorney for David Wallace to "Kay F. Paschal".

Q/1 Pages 1 through 12 bear "DW" initials in the bottom right corner of each page. Page 10 bears a "David Wallace" signature as PRINCIPAL. Page 11 is an ATTESTATION Page. Page 12 is a blank page bearing "DW" initials.

Page Q1 a gives the Power of Attorney for David Wallace to Kay F. Paschal.

All entries On Exhibit Q/1 are original inked signatures/writings.

Page 1 of 5 DDL File: 115847

122 HOLLYRIDGE ROAD (29301) • POST OFFICE BOX 5866 • SPARTANBURG, SC 29304 • (864) 439-1616 • FAX (864) 439-2312 • E-MAIL: DawsonMH@aol.com



LCSD 00027

Exhibit Q/2

Exhibit Q/2 is generally identical to Page 1 of Exhibit Q/1 except naming *Elizabeth G. Wallace* the Power of Attorney for David Wallace (rather than Kay F. Paschal). Pages 2 through 6 are not submitted for examination. It is reported that Exhibit Q/2 was located *without* Power of Attorney Pages 2 through 6 attached. Exhibit Q/2 exhibits original inked "DW" initials on Pages 1 and 2.

Exhibit Q/3

Exhibit Q/3 is generally identical to Page 1 of Exhibit Q/2 giving *Elizabeth G. Wallace* Power of Attorney for David Wallace. Exhibit Q/3 is also reported to have been located *without* Power of Attorney Page 2 through 6 attached. Exhibit Q/3 also exhibits original inked "DW" initials on Pages 1 and 2.

Exhibit Q/4

Exhibit Q/4 was examined at a Richland County Sheriffs Office substation on June 8, 2011 in the presence of Richland County Sheriffs' Lieutenant Heidi Scott and Ms. Elizabeth Wallace. Exhibit Q/4 is a Power of Attorney generally identical to Exhibit Q/1 giving *Kay F. Paschal* the Power of Attorney. Exhibit Q/4 contains all pages of the Power of Attorney document with original inked "DW" initials.

NOTE

Exhibits Q/1 and Q/4 contain *all 12 pages* of David Wallace's Power of Attorney with page one (1) giving Kay F. Paschal the Power of Attorney.

Exhibits Q/2 and Q/3 are *single pages* (Page 1) with the first page giving Elizabeth G. Wallace the Power of Attorney. Pages 2 through 6 of Exhibits Q/2 & Q/3 are not attached.

Exhibits Identified as K/1

Exhibits K1.1 through and including K1.45 are submitted as bearing undisputed signatures and writings attributed to *David Wallace*.

Exhibits identified as K/2

Exhibits K2.1 through and including K2.11 are submitted as bearing undisputed signatures and initials of "David Wallace" as *executed by Kay Paschal*.

Examination of Staple Holes

Exhibit Q/1

A staple was removed from Exhibit Q/1. Each of the 6 Pages were examined and compared. It was noted that Page 1 had a single staple wherein subsequent Pages 2 through 6 had multiple holes.

Exhibit Q/4

During the June 8, 2011 exam, a staple was noted holding all Pages. The staple was removed in the presence of Lt. Scott. An examination of the stapled Power of Attorney noted that Page 1 had a single staple hole wherein subsequent Pages 2 through 6 had multiple staple holes.

Exhibits Q/2 and Q/3

A single staple (hole) was noted on Exhibit Q/2 and Q/3

NOTE

When the single page of Q/2 is placed in jux-a-position with pages 2 through 6 of Exhibit Q/1, the single set of staple holes on Q/2 align with only one of the sets of staple holes on the Q/2 document. This would indicate a high degree of probability that at one time Q/2 was the "Page 1" of the Q/1 Power of Attorney.

When the single page of Q/3 is placed in jux-a-position with Page 2 of Exhibit Q/4, the single set of staple holes on Q/3 align with only one of the sets of staple holes on the Q/4 document. This would indicate a high degree of probability that at one time Q/3 was the "Page 1" of the Q/4 Power of Attorney.

Examination of Paper

Exhibits Q/1, Q/2, Q/3 and Q/4 were examined using Long Wave and Short Wave Ultra Violet examination lamps. The purpose of the examination and comparison was to note the observable physical characteristics of the paper used to prepare Exhibits Q/1, Q/2, Q/3 and Q/4. The examination determined certain sheets of paper luminesced at a different wave length. The observable difference of lighter color sheets of paper stock demonstrated a different paper stock was used for the Page 1 of Exhibits Q/1 and Q/4.

LIGHTER

Q/1 Page 1
Q/4 Page 1

DARKER

Q/1 (Pages 2 - 6)
Q/4 (Pages 2 - 6)
Q/2 Page 1
Q/3 Page 1

Examination and Comparison of "DW" Initials

Exhibits Q/1, Q/2, Q/3 and Q/4 each bear *DW* initials in the bottom right corner. Over forty five (45) specimen documents are submitted as bearing undisputed signatures/writings of David Wallace. These specimen documents are referenced as "K" (Known) documents. The K/1 specimen documents contain approximately forty three (43) *DW* initials. These known *DW* initials were examined and compared to the "DW" initials appearing on Exhibits Q/1, Q/2 Q/3 and Q/4 Exhibits.

NOTE

The writer of the K/1 specimen writings, David Wallace, prepared all *DW* initials with the exception of :

1. Exhibit Q/1 (Page 1)
2. Exhibit Q/4 (Page 1)
3. Exhibit K1.8 (the second or lower "DW" initial)

Examination and Comparison of Font Defects

Font defects noted:

1. Exhibit Q/1 Pages 2 through 6 exhibits font defects.
2. Exhibit Q/2 Page 1 exhibit font defects
3. Exhibit Q/3 Page 1 exhibit font defects
4. Exhibit Q/4 Pages 2 through 6 exhibits font defects

NOTE

No font defects noted:

1. Exhibit Q/1 Page 1 – no defects noted
2. Exhibit Q/4 Page 1– no defects noted

Findings

Examination and comparison of the above has determined and demonstrated the following:

1. A different paper stock was used to prepare Page 1 of Exhibits Q/1 and Q/4 than was used for the preparation of subsequent Pages 2 – 6. *Page 1 of Q/2 and Q/3 are consistent with paper stock used for Page 2 – 6 of Exhibits Q/1 and Q/4.*
2. No font defects were noted on Page 1 of Exhibits Q/1 and Q/4. Font defects were noted in subsequent pages of Q/1 and Q/4 as well as Page 1 of Q/2 and Q/3.

3. The writer of specimen initials "DW" did not execute the "DW" initials appearing on Page 1 of Exhibits Q/1 and Q/4. *The "DW" signatures appearing on Page 1 of Q/2 and Q/3 were executed by the writer of K/1 (David Wallace).*
4. Page 1 of Exhibits Q/1 and Q/4 bear fewer staple holes than subsequent Pages 2 - 6, wherein the single staple holes in Page 1 of Exhibits Q/2 and Q/3 "matched the staple holes on pages 2 - 6 of Exhibits Q/1 and Q/4 respectively.

Conclusion

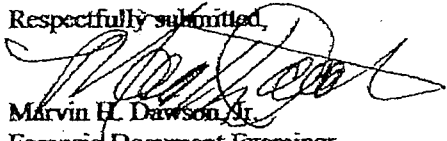
It has been determined that:

1. Exhibit Q/2 is the original Page 1 of Exhibit Q/1.
2. Exhibit Q/3 is the original Page 1 of Exhibit Q/4.
3. The Page 1 of Exhibits Q/1 and Q/4 were inserted at a time and date after the original Power of Attorney was prepared.

Remarks

1. The binder containing all exhibits to be hand-delivered at a later date.
2. A copy of this report will be in DDL File No.: 115847 and placed in storage for 5 years after which it may be destroyed.

Respectfully submitted,


Marvin H. Dawson, Jr.
Forensic Document Examiner
Dawson Document Laboratory, LLC

SOUTH CAROLINA LAW ENFORCEMENT DIVISION

FORENSIC SERVICES LABORATORY REPORT

NIKKI R. HALEY
Governor



MARK A. KEEL
Chief

Inv. Heidi Scott
Richland County Sheriff's Office
5623 Two Notch Road
Columbia, SC 29223

QUESTIONED DOCUMENT
September 27, 2011
SLED LAB: L11-09393
Your Case No: 1103010503
Incident Date: 3/3/2011
[S] Kay Paschal
[V] David Wallace

This is an official report of the South Carolina Law Enforcement Division Forensic Services Laboratory and is to be used in connection with an official criminal investigation. These examinations were conducted under your assurance that no previous examinations of person(s) or evidence submitted in this case have been or will be conducted by any other laboratory or agency.

Mark A. Keel, Chief
South Carolina Law Enforcement Division

ITEMS OF EVIDENCE:

- Item: 1 Original Power Of Attorney (Items 1.1-1.12) consisting of six pages (front and back) in the name of David Wallace signature page dated 20th of May 2002, further sub-itemized as follows:
- Item: 1.1 Page 1 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.2 Page 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.3 Page 3 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.4 Page 4 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.5 Page 5 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002



P.O. Box 21398, Columbia, South Carolina 29221-1398 Phone (803) 896-7300 Fax (803) 896-7351

1032



LCSD 00032

- Item: 1.6 Page 6 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.7 Page 7 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.8 Page 8 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.9 Page 9 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.10 Page 10 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.11 Page 11 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 1.12 Page 12 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2 Original Power Of Attorney (Items 2.1-2.12) consisting of six pages (front and back) in the name of David Wallace signature page dated 20th of May 2002, further sub-itemized as follows:
- Item: 2.1 Page 1 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.2 Page 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.3 Page 3 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.4 Page 4 of 12 of a Power Of Attorney in the name Of David Wallace dated 05/17/2002
- Item: 2.5 Page 5 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.6 Page 6 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002



- Item: 2.7 Page 7 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.8 Page 8 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.9 Page 9 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.10 Page 10 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.11 Page 11 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 2.12 Page 12 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 3 Page 1 of 12 & 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002, further sub-itemized as follows:
- Item: 3.1 Page 1 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 3.2 Page 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 4 Page 1 of 12 & 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002, further sub-itemized as follows:
- Item: 4.1 Page 1 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 4.2 Page 2 of 12 of a Power Of Attorney in the name of David Wallace dated 05/17/2002
- Item: 5 Original and machine copies (63) of documents submitted as known writing of David Wallace
- Item: 6 Original and machine copies (10) of documents submitted as known writing of Kay Paschal



RESULTS OF EXAMINATION:

Based on the evidence examined, David Wallace has been identified as the writer of the "David Wallace" signatures appearing on Items 1.10 and 2.10. Based on the evidence examined, Kay Paschal has been eliminated as the writer of the "David Wallace" signatures appearing on Items 1.10 and 2.10.

Based on the evidence examined, David Wallace has been identified as the writer of the "DW" initials appearing on Items 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 3.1, 3.2, 4.1 and 4.2. There is a strong probability that David Wallace did not write the "DW" initials appearing on Items 1.1, 1.2, 2.1, and 2.2. Kay Paschal has been eliminated as the writer of the "DW" initials appearing on Items 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12, 3.1, 3.2, 4.1 and 4.2. There is no conclusion as to whether Kay Paschal did or did not write the "DW" initials appearing on Items 1.1, 1.2, 2.1 and 2.2.

Examination of the staple holes on Items 1 (1-12), 2 (1-12), 3 (1-2) and 4 (1-2) revealed that the staple holes on Items 4.1, 4.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11 and 1.12 align and have been identified as being stapled together at some point. The staple holes on Items 1.1, 1.2 and 4.1, 4.2 do not align.

Examination of the staple holes on Items 1 (1-12), 2 (1-12), 3 (1-2) and 4 (1-2) further revealed that the staple holes on Items 3.1, 3.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11 and 2.12 align and have been identified as being stapled together at some point. The staple holes on Items 2.1, 2.2 and 3.1, 3.2 do not align.

Examination of the paper on Items 1 (1-12), 2 (1-12), 3 (1-2) and 4 (1-2) by use of infrared, spot and ultra violet filters revealed that Items 1.1, 1.2, 2.1, 2.2, 3.1, 3.2, 4.1 and 4.2 appear brighter than the paper used to produce Items 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11 and 2.12 which all appear to be the same paper stock.

Items 1.1, 1.2, 2.1 and 2.2 were printed on a color printer. Items 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12 and Items 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12 and Item 3.1, 3.2 and Items 4.1, 4.2 were printed on a black and white printer.

Examination of the printed text revealed a printer defect that caused certain lines of text to appear flattened on the top or bottom of the font. This defect did not appear on all lines of text but did appear at least once on the following Items: 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 3.1, 3.2, 4.1 and 4.2. The printer defect was not present on Items 1.1, 1.2, 2.1 and 2.2. This defect was also not present on Items 1.12 and 2.12 which contained no extended printed text. The footer font is a different style than the font used in the body of the text.

Items 1.1, 1.3, 2.1, 2.3, 3.1 and 4.1 were processed for indented impressions with no words, marks or symbols found in indented form.



SLED LAB No. L11-09393
September 27, 2011

Page 5 of 6

FOR INVESTIGATIVE PURPOSES ONLY:

In order to complete this examination it will be necessary to obtain 25 exact text standards of the "DW" initials from Kay Paschal.

Gaile Heath

Gaile Heath
Forensic Scientist



P.O. Box 21398, Columbia, South Carolina 29221-1398 Phone (803) 896-7300 Fax (803) 896-7351

LCSD 00036

DEFINITIONS OF TERMINOLOGY

1. IDENTIFICATION – This is the highest degree of confidence expressed. Based on evidence contained in the handwriting, the examiner has no reservations that the known writer actually wrote the writing in question.
2. STRONG PROBABILITY – The evidence is very persuasive, yet some critical feature or quality is missing so that an identification is not in order. The examiner is virtually certain that the questioned and known writings were written by the same individual.
3. PROBABLE – The evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of a "virtually certain" degree of confidence.
4. INDICATIONS – A body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing.
5. NO CONCLUSION – This is the zero point of the confidence scale. The examiner does not have even a leaning one way or another.
6. INDICATIONS DID NOT – A body of writing has few features which are of significance for handwriting comparison purposes, but those features are in disagreement with another body of writing.
7. PROBABLY DID NOT – The evidence points rather strongly against the questioned and known writings having been written by the same individual, but it is not quite up to the "virtually certain" range.
8. STRONG PROBABILITY DID NOT – There is a virtual certainty that the questioned and known writings were not written by the same individual.
9. ELIMINATION – The examiner has no doubt that the questioned and known writings were not written by the same individual.



P.O. Box 21398, Columbia, South Carolina 29221-1398 Phone (803) 896-7300 Fax (803) 896-7351

LCSD 00037

148

DAVID WALLACE
205 SPRING LAKE RD.
COLUMBIA, SC 29200-2148

DATE 18 June 2010

PAY TO THE ORDER OF Carolina Mobility Sales \$ 58,317.51

Fifty-eight Thousand Three Hundred, Seventeen and 51/100 DOLLARS

AMERITRADE
Payable through:
TD BANK USA N.A.
Member FDIC

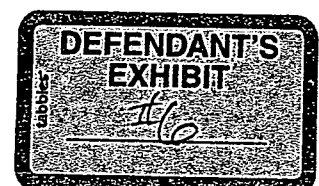
MEMO 2010 Toyota Sienna
Brown Conversion

David Wallace

0648

PAY TO THE ORDER OF
FIRST CITIZENS BANK
FOR DEPOSIT ONLY
FIRST CITIZENS REALTY SALES LLC
account #

06/18/10



LCSD 00051

Transcript of
Recorded Telephone Conference

Participants: Lieutenant Scott and Mr. Riddle

Transcribed by: Jill Stringer

Southern Reporting, Inc.

1 LIEUTENANT SCOTT: Hi. I'm calling for Mr. Riddle,
2 please.

3 MR. RIDDLE: This is he.

4 LIEUTENANT SCOTT: Hi. This is Lieutenant Scott over at
5 the Richland County Sheriff's Department.

6 MR. RIDDLE: Hi. How are you?

7 LIEUTENANT SCOTT: Good. Is this a bad time to call
8 you?

9 MR. RIDDLE: Not at all.

10 LIEUTENANT SCOTT: Okay.

11 MR. RIDDLE: Not at all.

12 LIEUTENANT SCOTT: Okay. Listen, I was going to see --
13 we have kind of a case that's spilling over into
14 Lexington County.

15 MR. RIDDLE: Uh-huh.

16 LIEUTENANT SCOTT: And I wanted to run -- Stan Smith
17 asked me -- or he was the one who --

18 MR. RIDDLE: Right.

19 LIEUTENANT SCOTT: Okay.

20 MR. RIDDLE: Right.

21 LIEUTENANT SCOTT: And I wanted to see if I could run
22 this case by you and see if you -- you all be okay
23 with me being the affiant of a forgery in Lexington
24 County.

25 MR. RIDDLE: Okay.

1 LIEUTENANT SCOTT: Okay. Is -- is now a good time, or
2 do you want me to schedule a time to talk to you?

3 MR. RIDDLE: Well, do -- I mean, do you need to do it in
4 person or do you want to do it over the phone?

5 LIEUTENANT SCOTT: No. We can do it --

6 MR. RIDDLE: That's, I guess, my --

7 LIEUTENANT SCOTT: We can do it over the phone.

8 MR. RIDDLE: Okay. That's fine. Let's go.

9 LIEUTENANT SCOTT: Okay. All right. What happened is
10 this is a case that -- the victim is actually
11 deceased in this case, but his family is still, you
12 know, going forward with things.

13 MR. RIDDLE: Uh-huh.

14 LIEUTENANT SCOTT: He -- on the 20th of April 2010 he
15 suffered from a serious stroke, which, you know,
16 left him totally incapacitated, and he was
17 completely vulnerable at that point.

18 MR. RIDDLE: Okay.

19 LIEUTENANT SCOTT: And he -- the case is a little
20 complicated because the person who is actually the
21 suspect in this case worked as his attorney and
22 also kind of moved -- she moved into the house
23 there and started taking after things. But what
24 she did in -- what she did is, she -- on the 23rd,
25 which is just a few days after he had his stroke,

1 she took a power of attorney and registered it with
2 Richland County -- she took two of them and
3 registered it with Richland County whereas she was
4 the power of attorney. SLED's reviewed those
5 documents along with Mickey Dawson who's another
6 examiner who used to work for SLED.

7 MR. RIDDLE: Uh-huh.

8 LIEUTENANT SCOTT: And they're forged documents. And
9 the family had suspected that, but it is true:
10 they're forged documents.

11 Well, what she did in Lexington County is she
12 purchased a vehicle. She traded in his Cadillac
13 using the power of attorney -- the authority of the
14 power of attorney -- she traded in his Cadillac,
15 and she bought a handicapped van. Now, the thing -
16 - the thing is, normally you would say, "Okay.
17 Well, he was handicap," or this and that, too,
18 which -- but she has an uncle who's handicapped.
19 But what she did is she put her name on the title
20 along with his so it was -- let me see if it was
21 "and or or." But anyways, she benefits, when he
22 passed away her name is the only one on the title.

23 MR. RIDDLE: Uh-huh.

24 LIEUTENANT SCOTT: And -- and so she -- really because
25 the document was forged, she had no reason that she

1 could even do -- purchase the vehicle let alone put
2 her name on the vehicle.
3 MR. RIDDLE: Yeah. They shouldn't have allowed that --
4 LIEUTENANT SCOTT: Uh-huh.
5 MR. RIDDLE: -- actually.
6 LIEUTENANT SCOTT: Yeah.
7 MR. RIDDLE: Well, I say they shouldn't have, I mean --
8 LIEUTENANT SCOTT: Yeah. I don't -- I don't know about
9 them -- I don't know about whether they should've
10 or not let her put her name on the title. However,
11 I know that she presented the power of attorney to
12 purchase the vehicle.
13 MR. RIDDLE: Uh-huh.
14 LIEUTENANT SCOTT: And I -- and I know that she put her
15 name on the title. And I also --
16 MR. RIDDLE: Right.
17 LIEUTENANT SCOTT: -- know that she signed the DMV
18 stuff, too, with the power of attorney.
19 MR. RIDDLE: Okay. All righty. Now, the -- over here
20 it's not going to be a forgery, I don't think.
21 LIEUTENANT SCOTT: Okay.
22 MR. RIDDLE: Over -- because the forgery took place, as
23 far -- I mean, where did the guy live before he
24 died?
25 LIEUTENANT SCOTT: He lived in Forest Acres, which is

1 Richland County.

2 MR. RIDDLE: Okay. Yeah.

3 LIEUTENANT SCOTT: And -- and the transaction happened
4 in Lexington County.

5 MR. RIDDLE: Right. So what I'm thinking of over here
6 is going to be more like an obtaining goods under
7 false pretenses.

8 LIEUTENANT SCOTT: Okay. Is there a dollar value
9 associated with that too?

10 MR. RIDDLE: It's -- yeah. It's a -- it's got the same
11 jurisdictional amounts as, like, grand larceny and
12 breach trust and --

13 LIEUTENANT SCOTT: Okay.

14 MR. RIDDLE: -- and all the other ones.

15 LIEUTENANT SCOTT: Okay.

16 MR. RIDDLE: But I think it's going to be an obtaining
17 under false pretense, the false pretense being that
18 she had a power of attorney and was entitled to
19 sell the -- sell the Cadillac and then --

20 LIEUTENANT SCOTT: Purchase the Toyota?

21 MR. RIDDLE: -- purchase the other car in --

22 LIEUTENANT SCOTT: Right.

23 MR. RIDDLE: -- in her own name.

24 LIEUTENANT SCOTT: Right. Okay. I have another
25 question. Kind of related to that.

1 MR. RIDDLE: Okay.

2 LIEUTENANT SCOTT: Is when she traded in the Cadillac
3 they gave her \$5,000 for the Cadillac, and it --
4 that was his Cadillac. And then the total price of
5 the transaction for the new vehicle was \$63,000;
6 however, when you take away that \$5,000, it was
7 58,000-something. Would I go --

8 MR. RIDDLE: Did you say \$58,000 for a van?

9 LIEUTENANT SCOTT: Oh, yes. Yeah. We're not -- that's
10 why we're not talking a little -- and I -- I kind
11 of briefed and summarized the case real short, but
12 we actually -- we actually excavated this guy
13 because the -- she was making all these decisions,
14 and she never had the authority to make any and the
15 family is really -- you know, he had horrible bed
16 sores and suffered a lot. And, really, the only
17 thing we can do is go after her for the financial
18 stuff because probably not the physical stuff that
19 he's -- she's done to him.

20 MR. RIDDLE: Uh-huh.

21 LIEUTENANT SCOTT: But -- and then I've got a lot in
22 Richland County, it's just that it's so far -- for
23 the exploitation of a vulnerable adult, and
24 \$100,000 that's she's, you know, used his funds for
25 already.

1 MR. RIDDLE: Okay.

2 LIEUTENANT SCOTT: But it's -- because of my case over
3 here is so long, that's why I thought if I could do
4 at least this one Lexington case real quick and get
5 that part done --

6 MR. RIDDLE: Uh-huh.

7 LIEUTENANT SCOTT: Yeah.

8 MR. RIDDLE: I don't really have any problem with you --
9 with you being the affiant on it as long as the
10 magistrate doesn't care. There -- you know, they
11 have that statute out there, and I have not looked
12 at that thing in a long time, but it -- they one
13 that says that you have to give a courtesy summons
14 unless there's a police investigation.

15 LIEUTENANT SCOTT: Uh-huh.

16 MR. RIDDLE: You -- you know which one I'm talking
17 about.

18 LIEUTENANT SCOTT: Okay.

19 MR. RIDDLE: And I don't recall whether or not that
20 statute says anything about jurisdictional issues.

21 LIEUTENANT SCOTT: Okay. Do you remember when we had
22 that big bank heist and the armored car heist?

23 MR. RIDDLE: Uh-huh. Uh-huh.

24 LIEUTENANT SCOTT: The -- here's what -- why -- why I
25 even thought, or me and Major Smith even thought we

1 might be able to do this is, Kevin Eisenhower, who
2 was the investigator on that case, he --

3 MR. RIDDLE: Right.

4 LIEUTENANT SCOTT: -- actually went out of the
5 jurisdiction for the people who were actually
6 obtaining goods under false pretenses was the
7 charge he used --

8 MR. RIDDLE: Right.

9 LIEUTENANT SCOTT: -- for people who had taken the money
10 --

11 MR. RIDDLE: Uh-huh.

12 LIEUTENANT SCOTT: -- knowing that it was stolen and
13 things like that, so that's kind of what we were
14 hoping --

15 MR. RIDDLE: Yeah. And I -- like I say, I don't have a
16 problem with it as long as our judge doesn't.

17 LIEUTENANT SCOTT: Uh-huh.

18 MR. RIDDLE: But, you know, the simple truth of the
19 matter is if the judge does have a problem --

20 LIEUTENANT SCOTT: Uh-huh.

21 MR. RIDDLE: -- I think all you really got to do, at
22 that point, is just call whoever our local police
23 department is and say, "I want to come brief you on
24 a case, and then let's go get an arrest warrant."
25 And they'd fill out an incident report and say,

1 "See attached: Investigation from RCSD," and put a
2 copy of your stuff with it, and they're done.

3 LIEUTENANT SCOTT: Okay. So I -- yeah. If you -- if
4 you want to go see the magistrate and --

5 LIEUTENANT SCOTT: Uh-huh.

6 MR. RIDDLE: -- and seek the arrest warrant, I don't
7 have a problem with that.

8 LIEUTENANT SCOTT: Uh-huh.

9 MR. RIDDLE: Now, I will tell you, most likely, if
10 there's going to be a bunch of charges in Richland
11 County, we're going to end up with a -- a scenario
12 where probably -- and you've seen this before --
13 where we roll all the things into one big package,
14 and we probably plead it over in Richland.

15 LIEUTENANT SCOTT: Uh-huh.

16 MR. RIDDLE: You know?

17 LIEUTENANT SCOTT: Yeah. And that's fine.

18 MR. RIDDLE: Yeah. I mean, I -- as a -- as a practical
19 matter that's probably what ends up happening.

20 LIEUTENANT SCOTT: Right.

21 MR. RIDDLE: You know?

22 LIEUTENANT SCOTT: That's right.

23 MR. RIDDLE: But, like I say, I -- as far as I'm
24 concerned I'm good to go with it unless a
25 magistrate has an objection.

1 LIEUTENANT SCOTT: Okay.

2 MR. RIDDLE: You know, unless -- who -- what -- where
3 did the transaction take place?

4 LIEUTENANT SCOTT: Let's me pull this out because I'm
5 not familiar with it. It took place at 2546
6 Leaphart Road in West Columbia.

7 MR. RIDDLE: Okay. I'll tell you what, if -- if the --
8 if the magistrate down there won't let you sign the
9 warrant --

10 LIEUTENANT SCOTT: Uh-huh.

11 MR. RIDDLE: We'll -- we'll -- I'll -- we'll just call
12 Jackie Brothers down at West Columbia Police
13 Department and --

14 LIEUTENANT SCOTT: Okay.

15 MR. RIDDLE: -- it'll be -- that will be a no-brainer.
16 It'll be easy-peasy.

17 LIEUTENANT SCOTT: Oh, okay. Very good.

18 MR. RIDDLE: You know, just -- yeah. Go see the
19 magistrate and present it to him, but I think it
20 would be an obtaining under false pretenses. And I
21 frankly, just to make this case simple --

22 LIEUTENANT SCOTT: Uh-huh.

23 MR. RIDDLE: You know, I would say the false pretenses
24 that she used -- she used a forged power of
25 attorney --

1 LIEUTENANT SCOTT: Okay.

2 MR. RIDDLE: -- in order to trade in a Cadillac that she
3 didn't own.

4 LIEUTENANT SCOTT: Okay.

5 MR. RIDDLE: And she got a \$5,000 credit off of that
6 towards the purchase of a van, and that she titled
7 in her name.

8 LIEUTENANT SCOTT: Okay.

9 MR. RIDDLE: I mean, if that van was for him and she's
10 buying it on the -- do you know where the source of
11 the rest of the funds were?

12 LIEUTENANT SCOTT: Yeah. She took --

13 MR. RIDDLE: Came from?

14 LIEUTENANT SCOTT: Yeah. She took it -- she actually
15 took it out of his Ameritrade account, and I have
16 the check and everything from that too. So she
17 took it out of his account.

18 MR. RIDDLE: Would that have happened in Richland
19 County?

20 LIEUTENANT SCOTT: That -- I mean, there is an
21 Ameritrade in Richland County, so that very well
22 could have.

23 MR. RIDDLE: Do you have a copy of that check that was
24 issued on that?

25 LIEUTENANT SCOTT: Let me see.

1 MR. RIDDLE: Where -- where she got the money out of the
2 Ameritrade. And here's why I'm asking: Because if
3 she received that in Richland County -- if she
4 received that in Richland County you -- you may be
5 able to save yourself some more hassle and just
6 say, you know, she -- she obtained these -- these
7 goods under false pretenses in Richland County
8 using a forged power of attorney.

9 LIEUTENANT SCOTT: Right. I'm looking here. She -- I
10 do have a copy of the Ameritrade check -- yeah.
11 Right here -- that she used.

12 MR. RIDDLE: Where'd they mail it to?

13 LIEUTENANT SCOTT: The -- you know what? I don't know.
14 She wrote the check. She signed his name on it.
15 She was signing his name on everything.

16 MR. RIDDLE: I would -- okay. This was -- this was a --
17 I -- I -- I'm --

18 LIEUTENANT SCOTT: It was his check.

19 MR. RIDDLE: What I'm thinking if she -- okay. Yeah.
20 It's one of his checks on the Ameritrade account?

21 LIEUTENANT SCOTT: Right.

22 MR. RIDDLE: Okay.

23 LIEUTENANT SCOTT: And she -- and she wrote out the
24 check -- assuming she wrote it out there in
25 Lexington County; however, that's where she

1 presented the check to pay for --

2 MR. RIDDLE: Yeah. Yeah.

3 LIEUTENANT SCOTT: -- the vehicle.

4 MR. RIDDLE: Well, if -- if that's the case you can --

5 you could go with forgery too. She used a check

6 that she forged his name based on the forged power

7 of attorney --

8 LIEUTENANT SCOTT: Uh-huh.

9 MR. RIDDLE: -- and she obtained goods under false

10 presences value of \$10,000 or more.

11 LIEUTENANT SCOTT: Uh-huh. Okay.

12 MR. RIDDLE: Which is now her van.

13 LIEUTENANT SCOTT: Right.

14 MR. RIDDLE: Right?

15 LIEUTENANT SCOTT: It --

16 MR. RIDDLE: Yeah.

17 LIEUTENANT SCOTT: -- it's now her van.

18 MR. RIDDLE: Okay.

19 LIEUTENANT SCOTT: Well, probate is going to, you know,

20 take a look at that also.

21 MR. RIDDLE: Right. Right.

22 LIEUTENANT SCOTT: Okay.

23 MR. RIDDLE: Yeah. I -- I -- like I say, I don't have a

24 problem with it as long as the magistrate is okay

25 with it I'm good with.

1 LIEUTENANT SCOTT: Okay.

2 MR. RIDDLE: But if the magistrate has a problem with
3 it, we just need to call the -- whoever our local
4 agency is going to be for that jurisdiction. I
5 think that's West Columba PD, but it could be in
6 the county.

7 LIEUTENANT SCOTT: Okay.

8 MR. RIDDLE: Either way -- you know, either way I would
9 Jackie Brothers down -- down at the City of West
10 Columbia first --

11 LIEUTENANT SCOTT: Okay.

12 MR. RIDDLE: -- and ask her -- and she may say, "No.
13 That's a county." And if that's the county I know
14 who we need to call over at the sheriff's
15 department who does all their white-collar stuff.

16 LIEUTENANT SCOTT: Detective Bumbgardner?

17 MR. RIDDLE: Bumbgardener. Yeah.

18 LIEUTENANT SCOTT: Yeah. He just went into the hospital
19 for some stuff, and he was going to work with me on
20 this too --

21 MR. RIDDLE: Okay.

22 LIEUTENANT SCOTT: -- but he just kind of got
23 overwhelmed with some medical stuff going on.

24 MR. RIDDLE: Okay. I didn't know that.

25 LIEUTENANT SCOTT: Yeah.

1 MR. RIDDLE: Well, they'll have -- they've got to have
2 somebody filling in for him.

3 LIEUTENANT SCOTT: Uh-huh.

4 MR. RIDDLE: So we'll make it work regardless.

5 LIEUTENANT SCOTT: Great. Fantastic. Thank you so
6 much. What judge -- what judge would you recommend
7 I go see or --

8 MR. RIDDLE: Let's see. We've had some shake-up down
9 there recently.

10 LIEUTENANT SCOTT: Uh-huh.

11 MR. RIDDLE: I probably -- but he's down in -- I -- you
12 know what? I don't know the answer to that
13 question.

14 LIEUTENANT SCOTT: Do you have a --

15 MR. RIDDLE: Do you know who's -- who's handling the
16 magistrates duties in Casey, West Columbia now that
17 they've moved Scott Wittle down to Shockley?

18 UNKNOWN MALE: (Inaudible.)

19 MR. RIDDLE: I tell you what -- I tell you what I will
20 do, I would call Gary Reinhart, and there's a guy
21 there named Ed Lewis --

22 LIEUTENANT SCOTT: Okay.

23 MR. RIDDLE: -- that works for Gary --

24 LIEUTENANT SCOTT: Uh-huh.

25 MR. RIDDLE: -- and Ed can tell you who you need to see

1 --

2 LIEUTENANT SCOTT: Okay.

3 MR. RIDDLE: -- for that. Do you have Gary's number?

4 LIEUTENANT SCOTT: I don't.

5 MR. RIDDLE: Hold on a minute.

6 LIEUTENANT SCOTT: Thank you.

7 MR. RIDDLE: I know you've got this. I'm using y'all's
8 sheriff's directory. Lexington.

9 LIEUTENANT SCOTT: When I -- I did a search warrant on
10 her. She has a home there --

11 MR. RIDDLE: Uh-huh.

12 LIEUTENANT SCOTT: -- in West Columbia, too. And I --
13 and I just found a judge up at the court house when
14 I went to get that search warrant signed, but I --

15 MR. RIDDLE: Okay.

16 LIEUTENANT SCOTT: -- need to see which judge that was.

17 MR. RIDDLE: If it was at the court house it was
18 probably -- well, I'll be darned. The magistrates
19 are not listed in the sheriff's directory.

20 LIEUTENANT SCOTT: Unh-unh. They don't make it easy.

21 MR. RIDDLE: No. They don't.

22 LIEUTENANT SCOTT: Hang on. Okay. Wait. Kitty Hawk.

23 I got that search warrant right here. I used --

24 let's see -- oh my goodness. There's no way I

25 could reach this judges signature. It is just a

1 big blue crisscross. How in the world. Wow.
2 Amazing.
3 MR. RIDDLE: Okay. Here we go.
4 LIEUTENANT SCOTT: Whitley. Whitley. Is that one you
5 said?
6 MR. RIDDLE: Wittle. That's Scott Wittle.
7 LIEUTENANT SCOTT: Yeah. He's the one that signed --
8 MR. RIDDLE: That's Scott Wittle. Okay.
9 LIEUTENANT SCOTT: Okay.
10 MR. RIDDLE: Scott is now -- and you're -- you're free
11 to use Scott. Scott's phone number is 785-3616.
12 LIEUTENANT SCOTT: Uh-huh.
13 MR. RIDDLE: That's Judge Wittle's office.
14 LIEUTENANT SCOTT: Okay.
15 MR. RIDDLE: But it's down in Swansea now.
16 LIEUTENANT SCOTT: Okay.
17 MR. RIDDLE: And then Gary Reinhart, who is our chief
18 magistrate --
19 LIEUTENANT SCOTT: Uh-huh.
20 MR. RIDDLE: -- his office is 785 --
21 LIEUTENANT SCOTT: Uh-huh.
22 MR. RIDDLE: -- 8221.
23 LIEUTENANT SCOTT: Okay. Great.
24 MR. RIDDLE: And the guy in Gary's office that would
25 know the answer to all of these questions, if you

1 can't get a hold of Judge Reinhart, would be Ed
2 Lewis.

3 LIEUTENANT SCOTT: Okay. That sounds great.

4 MR. RIDDLE: All right. Good deal. And if you have any
5 problems holler back at me, and we'll get hooked up
6 with the right police department and go from there.

7 LIEUTENANT SCOTT: Sounds good. I might just check with
8 Judge Wittle if he's going to be in sometime
9 because -- since he's already kind of familiar with
10 it or he may remember.

11 MR. RIDDLE: Well, yeah. I -- I -- listen, I don't
12 blame you. And -- and you're not going to find an
13 easier guy to get along with than Scott Wittle so -
14 -

15 LIEUTENANT SCOTT: Okay. Very good. Okay.

16 MR. RIDDLE: you know, so I mean, it's not like dealing
17 with, say, Sammy Peay or Billy Womble, even.

18 LIEUTENANT SCOTT: Oh, good.

19 MR. RIDDLE: Scott Widdle is just as easy going as -- as
20 they come.

21 LIEUTENANT SCOTT: Good. Now, you're okay with me -- I
22 should go ahead and do -- or I can do the obtaining
23 goods under false pretenses for her trading in the
24 Cadillac and then --

25 MR. RIDDLE: Yeah.

1 LIEUTENANT SCOTT: -- the forgery for the van?

2 MR. RIDDLE: Yeah.

3 LIEUTENANT SCOTT: Okay. Very good. Awesome.

4 MR. RIDDLE: All righty.

5 LIEUTENANT SCOTT: Thank you.

6 MR. RIDDLE: Okey doke.

7 LIEUTENANT SCOTT: Bye.

8 MR. RIDDLE: Bye. Bye.

9 (End of telephone conversation.)

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ARREST WARRANT

J-830942

STATE OF SOUTH CAROLINA

☒ County/☐ Municipality of

Lexington

THE STATE

against

Kay F Paschal

Address: 1103 Kitty Hawk Dr.

West Columbia, SC 29170-

Phone: _____ SSN: _____

Sex: F Race: W Height: 5 5 Weight: 127

DL State: SC DL #: _____

Agency ORI #: _____

Issuing Agency: Richland CtyProsecuting Officer: H. Scott

Offense: Forgery / Forgery, value \$10,000 or more

Offense Code: 3437

Code/Ordinance Sec: 16-13-0010(A)

This warrant is CERTIFIED FOR SERVICE in the

☐ County/ ☐ Municipality of

The accused

is to be arrested and brought before me to be
dealt with according to the law.

(L.S.)

Signature of Judge

Date: _____

RETURN

A copy of this arrest warrant was delivered to

defendant Kay Paschalon 11-16-11

Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:

General Sessions

Lexington County Judicial Center

205 East Main Street

Lexington, SC 29072

ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

Lexington Co. Sheriff's Dept.

SOUTH CAROLINA

☐ County/ ☐ Municipality of

Lexington

Personally appeared before me the affiant Heidi Scott whobeing duly sworn deposes and says that defendant Kay F Paschaldid within this county and state on or about 06/18/2010 violate the criminal laws of theState of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)

in the following particulars:

DESCRIPTION OF OFFENSE Forgery / Forgery, value \$10,000 or more

I further state that there is probable cause to believe that the defendant named above did commit
the crime set forth and that probable cause is based on the following facts:That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did
commit the crime of forgery. It is believed the defendant committed the crime because she used a fraudulent Power of Attorney in
order to purchase a 2010 Toyota Sienna Van Vin # 5TDYK4CC3AS334905 for \$58,317.51. The defendant's name was fraudulently
placed on the title of the vehicle along with the victim's name. The victim was considered a vulnerable adult at that time.

Signature of Affiant

STATE OF SOUTH CAROLINA

☒ County/ ☐ Municipality of

Lexington

Affiant's Address 5623 Two Notch RoadColumbia, SC 29206-Affiant's Telephone (803)576-3113

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal

did violate the criminal laws of the State of South Carolina (or ordinance of

☒ County/ ☐ Municipality of Lexington) as set forth below:

DESCRIPTION OF OFFENSE: Forgery / Forgery, value \$10,000 or more

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or
her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as
soon thereafter as is practicable
Sworn to and subscribed before meon 11/15/2011

Signature of Issuing Judge

Scott D. Whittle

Judge Code: 5886Judge's Address 650 Knox Abbott DriveCayce, SC 29033-Judge's Telephone (803)796-7100Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

ORIGINAL

ORIGINAL

ORIGINAL



1059

WARRANT
J-830943

STATE OF SOUTH CAROLINA
☒ County/ ☐ Municipality of
Lexington

THE STATE
against

Kay F Paschal
Address: 1103 Kitty Hawk Dr.
West Columbia, SC 29170-

Phone: _____ SSN: _____
Sex: F Race: W Height: 5 5 Weight: 127
DL State: SC DL #: _____
Agency ORI #: _____

Cutting Agency: Richland Cty
Prosecuting Officer: H. Scott

Offense: Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than

Offense Code: 3473
Code/Ordinance Sec: 16-13-0260

This warrant is CERTIFIED FOR SERVICE in the
☐ County/ ☐ Municipality of
The accused
is to be arrested and brought before me to be
dealt with according to the law.

(L.S.)
Signature of Judge

Date: _____
7 RETURN

A copy of this arrest warrant was delivered to
defendant Kay Paschal
on 11-18-11

[Signature]
Signature of Constable/Law Enforcement Officer

RETURN WARRANT TO:
General Sessions
Lexington County Judicial Center
205 East Main Street
Lexington, SC 29072
Lexington Co. Sheriff's Dept.

ORIGINAL ORIGINAL ORIGINAL ORIGINAL

SOUTH CAROLINA
☐ County/ ☐ Municipality of
Lexington

Personally appeared before me the affiant Heidi Scott who
being duly sworn deposes and says that defendant Kay F Paschal
did within this county and state on or about 06/18/2010 violate the criminal laws of the
State of South Carolina (or ordinance of ☒ County/ ☐ Municipality of Lexington)
in the following particulars:

DESCRIPTION OF OFFENSE Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than \$10,000

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

That on or about June 18, 2010, while at 2546 Leaphart Road in the West Columbia area of Lexington County, one Kay Paschal did commit the crime of Obtaining Goods Under False Pretense. It is believed the defendant committed the crime because she used a fraudulent Power of Attorney in order to trade in a 2002 Cadillac Deville vin # 1G6KF579X2U287628 owned by David Wallace in which she fraudulently received a trade in allowance of \$5000. The \$5000 allowance was used toward the purchase a 2010 Toyota Sienna Van. The defendant's name was fraudulently placed on the title of the vehicle along with the victim's name. The victim was considered a vulnerable adult at that time.

Signature of Affiant
STATE OF SOUTH CAROLINA
☒ County/ ☐ Municipality of
Lexington

H. Scott
Affiant's Address 5623 Two Notch Road
Columbia, SC 29206-
Affiant's Telephone (803)576-3113

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:

It appearing from the above affidavit that there are reasonable grounds to believe that

on or about 6/18/2010 defendant Kay F Paschal
did violate the criminal laws of the State of South Carolina (or ordinance of
☒ County/ ☐ Municipality of Lexington) as set forth below:

DESCRIPTION OF OFFENSE: Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than \$10,000

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable
Sworn to and subscribed before me
on 11/15/2011

(L.S.)
Signature of Issuing Judge
Scott D. Whittle
Judge Code: 5686

Judge's Address 650 Knox Abbott Drive
Cayce, SC 29033-
Judge's Telephone (803)796-7100

Issuing Court: ☒ Magistrate ☐ Municipal ☐ Circuit

ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL

1060



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT

Kay Wallace a/k/a Kay Paschal)
Petitioner,)

vs.)

J. Allan Fulmer, Jr.)
as Personal Representative of the)
Estate of David Wallace,)
Elizabeth Wallace, and Jeffery Wallace,)
Respondents.)

Case No.:

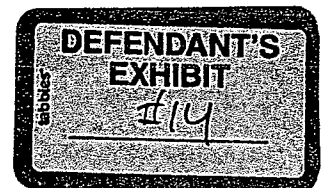
PETITION

11 MAR 31 AM 10:41
AMY W. HULLCOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

FILED

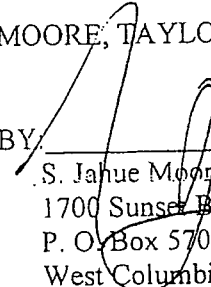
Petitioner above-named Complaining of the Respondents herein alleges that:

1. This is an action for declaratory relief.
2. David Wallace recently dies and J. Allan Fulmer, Jr. has been appointed as a Special Administrator of the Estate.
3. At the time of the death of David Wallace, the Petitioner was the common law wife of the decedent.
4. The Petitioner is entitled to take her elective share and hereby declares the exercise of her right to take her elective share under the will and Estate of David Wallace.
5. This Court should issue its declaratory judgment declaring the rights of the parties one to another. This Court should declare Kay Paschal a/k/a Kay Wallace to have been the wife of David Wallace at the time of his death.
6. This Court should further recognize the right of Kay Paschal to take her elective share and should set aside such a portion of the Estate as will properly provide for the elective share of Kay Paschal.



WHEREFORE, Petitioner prays that the Court declare the rights of the parties one to another; that the Court declare Kay Paschal a/k/a Kay Wallace to have been the common law wife of David Wallace at the time of his death; for a Order allowing Kay Paschal to take her elective share under the Estate of David Wallace; and for such other and further relief as this Court might deem just and proper.

MOORE, TAYLOR & THOMAS, P.A.

BY: 

S. Jahue Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEYS FOR PETITIONER

West Columbia, South Carolina
March 23, 2011

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT

11 MAR 30 PM 12:13

In the matter of Estate of David Wallace,)
Elizabeth G. Wallace,)
Petitioner,)

Case No.: 2011-ES-40-

AMY W. HECULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

vs.)

ANSWER AND COUNTERCLAIM
OF KAY F. PASCHAL

Jeffrey A. Wallace and Kay F. Paschal,)
Respondents.)

The Respondent, Kay F. Paschal, Answers the Petitioner for Appointment of Special Administrator and Counterclaims as follows:

FOR A SECOND DEFENSE

1. The allegations set forth in paragraph one (1) of the Petition are admitted.
2. The allegations set forth in paragraphs two (2) and three (3) of the Petition are denied.
3. The allegations of paragraph one (1) of the Supplemental Petition are admitted.
4. The allegations set forth in paragraph (2) two and the second paragraph two (2) are admitted.
5. The allegations set forth in paragraph three (3) are denied, except it is admitted that Kay F. Paschal is the common law wife of David Wallace and was named as a Co-Personal Representative in the codicil set forth in the Petition.
6. The allegations set forth in paragraphs four (4) and five (5) are denied, except it is admitted that the document was drafted by Kay F. Paschal.



7. In regard to paragraph six (6), it is unknown as to whether or not the codicils were presented to a hand-writing expert. Thus, the allegations set forth in paragraph six (6) are denied.

8. The allegations set forth in paragraph seven (7) of the Petition are denied. Any such investigation is total nonsense and was brought about as the result of aggressive activity on the part of the Petitioner and her brother.

9. The allegations set forth in paragraph eight (8) are admitted. The resignation was as the result of duress by the Petitioner and her brother.

10. The allegations set forth in the balance of the Petition are denied upon information and belief.

FOR A SECOND DEFENSE
AND BY WAY OF COUNTERCLAIM

11. The Respondent, Kay F. Paschal, is the common law wife of David Wallace.

12. David Wallace and the Respondent, Kay F. Paschal, agreed they were husband and wife and the brother of the Petitioner has previously acknowledged the existence of the relationship.

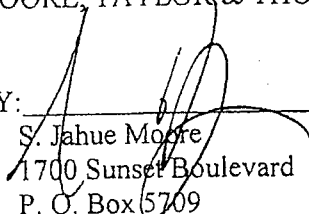
13. Respondent, Kay F. Paschal, and David Wallace were in the process of formalizing the relationship of husband and wife at the time Mr. Wallace got sick.

14. Respondent, Kay F. Paschal, has the right to take against the will and to take her elective share.

15. Prior to exercising any rights as the wife, the Respondent, Kay F. Paschal, is entitled to a declaration from this Court that she is the common law wife of David Wallace and was the wife of David Wallace at the time of his death.

16. This Court should inquire into the matter set forth herein and should declare the rights of the parties one to another. Further, this Court should declare the Respondent, Kay F. Paschal, to have been the wife of David Wallace at the time of his death and should provide this Respondent, Kay F. Paschal, with all rights of a spouse including the right to take an elective share.

MOORE, TAYLOR & THOMAS, P.A.

BY: 

S. Jahue Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEYS FOR RESPONDENT,
KAY F. PASCHAL

West Columbia, South Carolina
March 23, 2010

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE PROBATE COURT

In the matter of Estate of David Wallace,)
Elizabeth G. Wallace,)
Petitioner,)

Case No.: 2011-ES-40-283

vs.)

ANSWER AND COUNTERCLAIM
OF KAY F. PASCHAL

Jeffrey A. Wallace and Kay F. Paschal,)
Marcia Barton, Ellen Schorr, Jill)
Rogers, Josh Lucas, and Judd Rogers,)
Respondents.)

FILED
11 JUN -2 PM 4:47
AMY B. McCULLOCH
PROBATE JUDGE
RICHLAND COUNTY, S.C.

The Respondent, Kay F. Paschal, Answers the Petition for Formal Testacy and Appointment and Counterclaims as follows:

FOR A FIRST DEFENSE

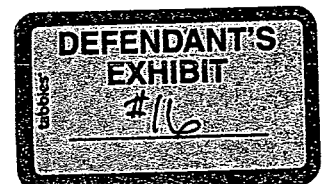
1. Unless specifically admitted in this answer and counterclaim, the Respondent Kay F. Paschal denies each and every allegation of the Petition for Formal Testacy and Appointment ("Petition") and Supplemental Petition to the Petition for Formal Testacy and Appointment of Personal Representative ("Supplemental Petition").

FOR A SECOND DEFENSE

2. The allegations set forth in section one (I) paragraph one (1) of the Petition are denied.

3. The allegations set forth in section one (I) paragraphs two (2) and three (3) of the Petition are admitted.

4. The allegations set forth in section one (I) paragraph four (4) of the Petition are denied.



5. The allegations set forth in section one (I) paragraph five (5) of the Petition are denied. The decedent formed a common-law marriage with Kay F. Paschal.

6. The allegations set forth in section one (I) paragraphs six (6), seven (7), and eight (8) of the Petition are admitted.

7. The allegations set forth in section one (I) paragraph nine (9) of the Petition are denied.

8. The allegations set forth in section one (I) paragraphs ten (10) and eleven (11) of the Petition are admitted.

9. The allegations set forth in section one (I) paragraph twelve (12) of the Petition are admitted to the extent that there are two (2) codicils to the Last Will and Testament of David Wallace.

10. The allegations set forth in section two (II) paragraphs one (1), two (2), and three (3) of the Petition are admitted.

11. The allegations set forth in section two (II) paragraph four (4) of the Petition are admitted to the extent that there are instruments or documents amending or revoking the will. The remainder of this paragraph is denied.

12. In response to the allegations set forth in section two (II) paragraph five (5), Respondent Kay F. Paschal has no knowledge as to Petitioner's exercise of due diligence and, therefore, denies the same.

13. The allegations set forth in section two (II) paragraph six (6) of the Petition are admitted to the extent that the will has been modified by the above codicils.

14. The allegations set forth in section three (III) paragraphs one (1), two (2), and three (3) of the Petition are denied.

15. The allegations set forth in section four (IV) do not apply to Respondent Kay F. Paschal and do not require a response.

16. The allegations set forth paragraph one (1), two (2), and three (3) of the Supplemental Petition are admitted.

17. The allegations set forth in paragraph four (4) of the Supplemental Petition are denied, except it is admitted that Kay F. Paschal is the common law wife of David Wallace and was named as a Co-Personal Representative in the codicil set forth in the Petition.

18. The allegations set forth in paragraph five (5) of the Supplemental Petition are admitted.

19. In response to the allegations set forth in paragraphs six (6) and seven (7) of the Supplemental Petition, Respondent Kay F. Paschal lacks sufficient information to form a belief and therefore denies the same.

20. The allegations set forth in paragraph eight (8) of the Supplemental Petition are denied, except it is admitted that the documents were drafted by Kay F. Paschal.

20. In regard to paragraph nine (9) of the Supplemental Petition, it is unknown as to whether or not the codicils were presented to a hand-writing expert. Thus, the allegations set forth in paragraph nine (9) are denied.

21. The allegations set forth in paragraphs ten (10), eleven (11), twelve (12), and thirteen (13) of the Supplemental Petition are denied.

23. The allegations set forth in paragraph fourteen (14) of the Supplemental Petition are denied.

24. The allegations set forth in paragraphs fifteen (15) and sixteen (16) of the Supplemental Petition are denied.

25. The allegations set forth in paragraphs seventeen (17) and eighteen (18) of the Supplemental Petition are denied.

26. The allegations set forth in paragraph nineteen (19) of the Supplemental Petition are denied to the extent that they have no relevance on the present litigation.

27. The allegations set forth in paragraph twenty (20) of the Supplemental Petition are admitted.

28. The allegations set forth in paragraph twenty-one (21) of the Supplemental Petition are denied.

29. The allegations set forth in paragraph twenty-two (21), twenty-three (23), twenty-four (24), and twenty-five (25) of the Supplemental Petition are denied.

30. The allegations set forth in the balance of the Supplemental Petition are denied upon information and belief.

FOR A THIRD DEFENSE
AND BY WAY OF COUNTERCLAIM

31. The Respondent, Kay F. Paschal, is the common law wife of David Wallace.

32. David Wallace and the Respondent, Kay F. Paschal, agreed they were husband and wife and the brother of the Petitioner has previously acknowledged the existence of the relationship.

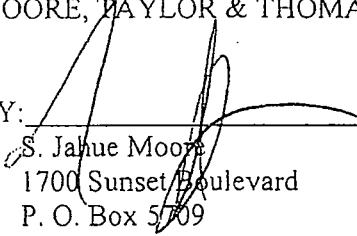
33. Respondent, Kay F. Paschal, and David Wallace were in the process of formalizing the relationship of husband and wife at the time Mr. Wallace got sick.

34. Respondent, Kay F. Paschal, has the right to take against the will and to take her elective share and an omitted spouse share.

35. Prior to exercising any rights as the wife, the Respondent, Kay F. Paschal, is entitled to a declaration from this Court that she is the common law wife of David Wallace and was the wife of David Wallace at the time of his death.

36. This Court should inquire into the matter set forth herein and should declare the rights of the parties one to another. Further, this Court should declare the Respondent, Kay F. Paschal, to have been the wife of David Wallace at the time of his death and should provide this Respondent, Kay F. Paschal, with all rights of a spouse including the right to take an elective share and an omitted spouse share.

MOORE, TAYLOR & THOMAS, P.A.

BY: 

S. Jahue Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEYS FOR RESPONDENT,
KAY F. PASCHAL

West Columbia, South Carolina
June 2, 2011

**NOTICE IS HEREBY GIVEN THAT THIS CONTRACT IS SUBJECT TO
ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION
ACT, SECTION 15-48-10, ET. SEQ.**

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) **SETTLEMENT AGREEMENT AND
MUTUAL RELEASES**

This Settlement Agreement and Mutual Releases (this "Agreement") is made and entered into as of the 31st day of October, 2012 by and between Kay Paschal ("Kay"), Jeffrey A. Wallace ("Jeff"), Elizabeth G. Wallace ("Elizabeth") and Allan E. Fulmer, Jr. as Special Administrator of the Estate of David Wallace ("Special Administrator").

BACKGROUND STATEMENT

David Wallace died testate on February 20, 2011. Jeff and Elizabeth are the children of David Wallace. Kay has alleged that she was the common law wife of David Wallace. Kay and Elizabeth are named as Personal Representatives of the Estate of David Wallace in his Last Will and Testament. Kay was named as Trustee of a trust for the grandchildren under the Last Will and Testament of David Wallace.

Disputes exist between Kay on the one hand and Jeff, Elizabeth and the Special Administrator on the other. These disputes include but are not limited to Kay's claim to be the common law wife, the ownership of certain assets alleged to be estate assets, Kay's right to serve in a fiduciary position under the Last Will and Testament of David Wallace, and Kay's entitlement to receive any assets under the will and codicils of David Wallace. Kay has also brought a civil action against Jeff and Elizabeth in the Court of Common Pleas for Lexington County titled *Kay Paschal Wallace v. Leon Lott, Heidi Scott, Jeffrey Wallace and Elizabeth Wallace*. Because of the various disputes between the aforesaid parties, the Probate Court appointed Allan E. Fulmer, Jr. as Special Administrator of the Estate of David Wallace. Other claims exist or may exist between the parties hereto.

This Agreement is entered into by the parties in full settlement of any and all claims and matters as between Kay on the one hand and Jeff, Elizabeth and the Special Administrator on the other, including the settlement of any and all actions between the parties hereto and any and all claims and matters related thereto, without the admission of liability by any party.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made by Kay, Jeff, Elizabeth and the Special Administrator, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree that:



1. Kay stipulates and agrees that she was not the common law wife of David Wallace and hereby waives and relinquishes any and all claims she has or may have to have been the common law wife of David Wallace, including but not limited to her claim for an elective share of the Estate of David Wallace. Kay, upon the execution of this Agreement, shall execute the Stipulation attached as Exhibit A. The parties agree that the proposed Order attached as Exhibit B shall be submitted to the court for signature and entry. Kay agrees that she shall not oppose the entry of the Order marked as Exhibit B and will consent to the Order.

2. Within ten (10) business days following the date hereof, the Special Administrator shall pay Kay \$223,323.71 and shall deliver a Special Warranty Deed to Kay of the Estate's interest in the house and lot at 1103 Kitty Hawk Way, Lexington, SC in full settlement and satisfaction of any and all claims of any kind or nature related to the Estate of David Wallace or any assets of the Estate of David Wallace, which amount, Kay accepts in full satisfaction of any and all such claims and in full settlement and satisfaction of any and all claims which she has as a beneficiary under the Last Will and Testament or the Codicils of David Wallace.

3. Kay hereby waives and relinquishes any and all rights which she has or may have to serve as Personal Representative of the Estate of David Wallace or as Trustee for the trust for the grandchildren established under the Last Will and Testament of David Wallace.

4. Within thirty (30) days of the date hereof, the Special Administrator shall tender his resignation to the court and seek to be relieved as Special Administrator of the Estate of David Wallace and shall seek and consent to the appointment of Elizabeth as Personal Representative and as Trustee of the trust for the grandchildren under the Last Will and Testament of David Wallace. Kay will take no action to oppose Elizabeth's appointment as Personal Representative and Trustee.

5. Kay acknowledges and agrees that the following items of personal property belong to Elizabeth, individually:

- a. gold chunky ring
- b. art nouveau antique diamond and sapphire ring in silver setting
- c.
- d.

Kay represents that she does not have any of the items in her possession and represents that she does not know the location or whereabouts of any of the items. However, Kay agrees that if she finds the items or learns of their whereabouts, she shall immediately notify Elizabeth and deliver the items to her.

6. Kay hereby acknowledges and agrees that the following estate assets have not been located or found:

- a. Shield Nickel Collection

- b. Other coin collectables shown on Exhibit A.
- c.
- d.

Kay represents that she does not have possession of any of these assets and that she does not know of the location or whereabouts of the assets. However, if she learns of the whereabouts or location of the assets, she agrees to immediately give notice to Jeff and Elizabeth so that the assets may be recovered.

7. The parties agree that the assets shown on the attached draft Inventory and Appraisal are all assets of the Estate of David Wallace, regardless of how those assets may be titled, including but not limited to the Sienna van, safe deposit boxes and joint accounts.

8. Immediately upon the full execution and delivery of this Agreement and upon the receipt of the payment and Special Warranty Deed referenced above, Kay shall cause her claims against Jeff and Elizabeth in Civil Action No. 2012-CP-32-00342 to be fully dismissed with prejudice by the filing of a Stipulation of Voluntary Dismissal With Prejudice of the action against them.

9. Kay agrees that she shall not hereafter refer to herself as Kay Paschal Wallace or Kay Wallace or use the Wallace name in any way, orally or in writing. To the extent she has accounts or assets in her name utilizing the last name of Wallace, she shall remove the name Wallace therefrom.

10. David Wallace and Elizabeth Wallace owned a number of cats which are now in the possession of Kay Paschal. Kay agrees that should she ever become unable to care for the cats she shall allow Elizabeth Wallace to take possession of the cats and care for them.

11. Kay shall be entitled to walk through the residence, ^{Shed & carport closet.} of David Wallace located at 205 Spring Lake Rd. Columbia, South Carolina, accompanied by her attorney, for the purpose of identifying any personal property which she claims to be owned by her. Elizabeth and her attorney shall accompany Kay and her attorney on the walk through. Kay shall have the right to mark and identify any personal property which she claims belongs to her. If there is any dispute as to the ownership of any items claimed to be owned by Kay, the dispute shall be resolved by binding arbitration pursuant to the South Carolina Uniform Arbitration Act, Section 15-48-10 et. seq.

12. In exchange for the undertakings provided in this Agreement, Kay for herself and her respective agents, legal representatives, successors, heirs and assigns, hereby releases and discharges Jeff, Elizabeth, the Special Administrator and the Estate of David Wallace, their respective agents, legal representatives, successors, heirs and assigns from any and all actions, causes of action, suits, claims, counterclaims, charges, complaints, demands, liabilities or obligations of any kind whatsoever, in law or in equity, that she has or may have against them arising at any time prior to and through the date of this Agreement, including any such claims resulting from, arising out of, or in any manner related to the allegations made or the facts, transactions or occurrences referred to in the

actions between the parties (provided, however, this release shall not apply to any rights or duties arising under this Agreement), and Kay further waives any right she may have to file any lawsuit, charge, claim, complaint or other proceeding related thereto before any federal, state or local administrative agency, court or other forum against Jeff, Elizabeth, the Special Administrator and the Estate of David Wallace and agrees that she will not file any such claim.

13. In exchange for the undertakings provided in this Agreement, Jeff, Elizabeth, the Special Administrator and the Estate of David Wallace for themselves and their respective agents, legal representatives, successors, heirs and assigns, hereby releases and discharges Kay, her respective agents, legal representatives, successors, heirs and assigns from any and all actions, causes of action, suits, claims, counterclaims, charges, complaints, demands, liabilities or obligations of any kind whatsoever, in law or in equity, that they have or may have against her arising at any time prior to and through the date of this Agreement, including any such claims resulting from, arising out of, or in any manner related to the allegations made or the facts, transactions or occurrences referred to in the actions between the parties (provided, however, this release shall not apply to any rights or duties arising under this Agreement), and Jeff, Elizabeth, the Special Administrator and the Estate of David Wallace further waives any right they may have to file any lawsuit, charge, claim, complaint or other proceeding related thereto before any federal, state or local administrative agency, court or other forum against Kay and agrees that they will not file any such claim.

14. The parties agree that any dispute that arises between the parties or any rights or duties arising under this Agreement shall be resolved by binding arbitration pursuant to the South Carolina Uniform Arbitration Act, Section 15-48-10 et. seq.

15. The parties hereto acknowledge that neither the execution nor the performance of this Agreement is intended as and shall not constitute an admission of liability by either party.

16. Each of the parties represents and warrants that (a) after having the opportunity to consult with and be represented by counsel, the party is voluntarily entering into this Agreement, understands its terms and intends to be legally bound thereby, (b) the party has the capacity, full power and authority to enter into this Agreement, (c) the individual signing on behalf of each corporate party is authorized to do so; (d) the party has not assigned, encumbered or in any manner transferred all or any portion of the claims covered by this Agreement, (e) there are no other charges, complaints, suits, arbitrations, or other claims or proceedings pending between the parties in any court, before any agency, or in any forum arising out of or relating in any way to the allegations made or the facts, transactions or occurrences referred to in the Action, and (f) no other person, party or corporation has any right, title or interest in any7 of the claims covered by this Agreement.

17. This Agreement contains the entire agreement between the parties relating to the allegations made or the facts, transactions or occurrences referred to in the Action, integrates all the terms and conditions mentioned or incidental to this Agreement, and supersedes all prior negotiations or writings. No modification or waiver of any provisions of this Agreement shall be valid unless in writing and signed by all parties hereto.

18. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

19. This Agreement shall be construed and governed by the laws of the State of South Carolina. The parties consent to jurisdiction and venue in South Carolina in any action brought to enforce the terms of this Agreement.

20. If any provision contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

21. Each party shall bear all of its own costs, expenses and attorneys' fees arising out of the Action.

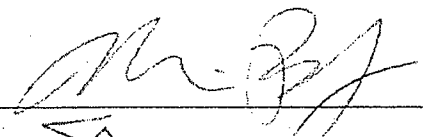
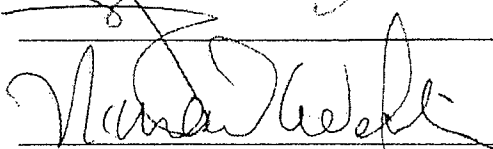
22. The parties agree to execute any documents necessary to effectuate the intent of this Agreement.

23. This Agreement is not to be construed against any party but shall be construed equally as to each party hereto.

24. This Agreement may be executed in counterparts, each of which may be enforceable as an original, but all of which together shall constitute but one agreement.

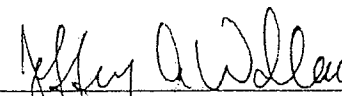
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year indicated above.

WITNESSES:



Kay Paschal (SEAL)


Jeffrey A. Wallace (SEAL)

David Wallace
Elizabeth G. Wallace
David Wallace
Elizabeth G. Wallace

Elizabeth G. Wallace (SEAL)
Elizabeth G. Wallace

Allan E. Fulmer, Jr. (SEAL)
Allan E. Fulmer, Jr., Special Administrator of
the Estate of David Wallace

David Wallace
Elizabeth G. Wallace
Allan E. Fulmer, Jr.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Kay Wallace a/k/a Kay Paschal

Petitioner,

vs.

J. Allan Fulmer, Jr., as Personal
Representative of the Estate of David
Wallace, Elizabeth Wallace, and
Jeffrey Wallace,

Respondents.

IN THE PROBATE COURT

Case No. 2011-ES-40-283

AFFIDAVIT AND
STIPULATION OF KAY PASCHAL

2012 OCT 31 AM 11:29
AFFIDAVIT
PROBATE COURT
COUNTY OF RICHLAND, S.C.

FILED

PERSONALLY APPEARED BEFORE ME, Kay Paschal, who being duly sworn,
deposes and says and stipulates as follows:

1. I am Kay Paschal. I hereby ^{stipulate} ~~stipulation~~ acknowledge and agree that I was
never married to David Wallace and I was not the common law wife of David Wallace, and
I hereby denounce, waive, release and relinquish any and all rights that I have or may have
to claim to have been his common law wife.

SWORN TO AND SUBSCRIBED BEFORE ME

this 31st day of October, 2012

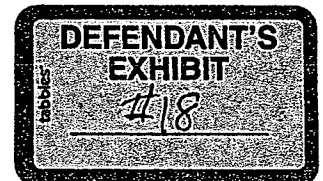
Sarah R. Puatt

Notary Public for South Carolina

My Commission Expires: 9/24/22

Kay Paschal

Kay Paschal



STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Elizabeth G. Wallace,)
Petitioner,)
vs.)
Jeffrey A. Wallace, Kay F. Paschal, Marcia)
Barton, Ellen Schorr, Jill Rogers, Josh)
Lucas, and Judd Rogers,)
Respondents.)

Jeffrey A. Wallace,)
Plaintiff,)
vs.)
Kay F. Paschal,)
Defendant.)

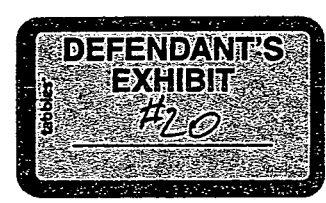
IN THE PROBATE COURT

Case No. 2011-ES-40-283

ORDER APPROVING COMPROMISE

FILED
OCT 31 2012
CLERK OF COURT

This action was scheduled to come before the Court on October 31, 2012 for a trial by the Court on Kay F. Paschal's claim that she was the common law wife of David Wallace. Upon the call of the case, the parties advised the Court that a settlement had been reached, the terms of which were placed on the record. The terms of the settlement which were placed on the record are as set forth on the attached Settlement Agreement and Mutual Releases. The Affidavit and Stipulation of Kay F. Paschal, a copy of which is attached, was made a part of the record. The parties were questioned by the Court. The parties acknowledged that they had entered into the Settlement Agreement and Mutual Releases and that Kay F. Paschal had signed the Affidavit and Stipulation freely and voluntarily. The parties acknowledged that they understood and had agreed to the terms of



the Settlement Agreement and Mutual Releases. The parties testified that they had no questions regarding the Settlement Agreement and Mutual Releases. The Court was asked to accept the Affidavit and Stipulation of Kay Paschal and to approve the Settlement Agreement and Mutual Releases pursuant to S.C. Code Ann. Section 62-3-1102.

The following findings of fact and conclusions of law are made:

1. The Affidavit and Stipulation of Kay F. Paschal that she was never married to David Wallace and was not the common law wife of David Wallace is accepted by the Court. Based thereon, the Court finds that Kay F. Paschal was not and has never been married to David Wallace and was not and has never been the common law wife of David Wallace.

2. The terms of the compromise have been set forth in writing in the attached Settlement Agreement and Mutual Releases, which agreement has been properly executed by all persons affected by the compromise.

3. The parties entered into the Settlement Agreement and Mutual Releases freely and voluntarily and the parties agreed and confirmed that each understood the terms of the Settlement Agreement and Mutual Releases.

4. The individual parties have been represented by counsel experienced in probate law. The Special Administrator is a licensed attorney with much experience in probate law.

5. There is a contest or controversy in good faith.

2 of 5
JH

6. I find, after careful review of the Settlement Agreement and Mutual Releases and considering all relevant factors in this matter, that the effect of the Settlement Agreement and Mutual Releases upon the parties is just and reasonable.

7. I find that the compromise, as set forth in the attached Settlement Agreement and Mutual Releases, should be and hereby is approved.

8. The Settlement Agreement and Mutual Releases is hereby adopted and made the Order of the Court and all further disposition of the Estate shall be in accordance with the terms of the Settlement Agreement and Mutual Releases.

9. Kay F. Paschal shall cooperate with the Special Administrator to have her name removed from any estate assets including any accounts or safe deposit boxes which are estate assets or contain estate assets. Kay F. Paschal shall sign the title to the Toyota Van and provide the signed title and such other paperwork as is necessary to transfer title of the Toyota Van to the Special Administrator and/or Personal Representative to be appointed.

10. By mutual agreement, the Special Administrator shall have forty-five (45) days within which to submit his resignation rather than thirty (30) days as set forth in the Settlement Agreement and Mutual Releases.

11. Kay F. Paschal shall not hereafter use the name Kay Paschal Wallace or Kay Wallace or refer to herself as Kay Paschal Wallace or Kay Wallace and shall not use the Wallace name in reference to herself but instead her legal name is and shall be Kay F. Paschal. Kay F. Paschal shall no longer transact any business or personal affairs for or on behalf of David Wallace or his estate, including the posting of the name David Wallace on

3 of 4
JH

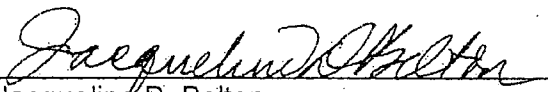
any social media sites. Kay F. Paschal shall delete and remove any reference to David Wallace or her alleged marriage to David Wallace from any social media sites.

Accordingly,

IT IS ORDERED that Kay F. Paschal's claim to be declared the common law wife of David Wallace be and hereby is denied as the Court finds that she was not and has never been the common law wife of David Wallace.

IT IS FURTHER ORDERED that the compromise as set forth in the attached Settlement Agreement and Mutual Releases be and hereby is approved and the further disposition of the Estate of David Wallace shall be in accordance with the terms of the Settlement Agreement and Mutual Releases.

AND IT IS SO ORDERED.


Jacqueline D. Belton
Associate Probate Judge

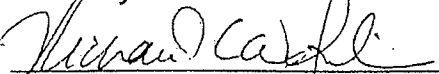
Columbia, South Carolina

November 21, 2012

WE SO MOVE AND CONSENT:


Pope D. Johnson, III

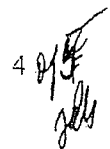
Attorney for Elizabeth Wallace


Richard C. Detwiler

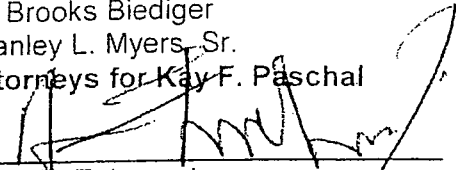
Kathleen M. McDaniel

Attorneys for Jeffrey Wallace


S. Jahue Moore

4


M. Brooks Biediger
Stanley L. Myers, Sr.
Attorneys for Kay F. Paschal



Allan B. Fulmer, Jr.
Special Administrator of the Estate
of David Wallace

5845
JAN

EXHIBIT A

OTHER COIN COLLECTABLES

1. Miscellaneous gold coins and 1989 mint coins which had been in Safe Deposit Box 208 at First Citizens Banks.
2. 20 proof Buffalo nickels previously in Safe Deposit Box 207 at First Citizens Bank.
3. 1917 coin ("S PCGS MS 62 FH 25c") previously in Safe Deposit Box 207 at First Citizens Bank.



AFFIDAVIT & NOTIFICATION OF
SALE OF MOTOR VEHICLE
(Entire Form Must Be Typed or Printed)

No. 0007513

Personally appeared before me Gavoling Mobility Sales
(Seller) (Dealer Retail Tax #)

254 V Leaphart Rd W. Columbia SC 29169
(Address)

who being duly sworn, deposes and says that on the 18 day of June Yr 2010

he sold the following motor vehicle: Make Toyota Model Sienna

Year 2010 Identification (Serial) No. 5TDYK4CC3AS334905

License No. _____ to David Wallace OR Kay F Paschal
(Buyer)

205 Spring Lake Rd Columbia Richland SC 29204
(Street) (City) (County) (State) (Zip)

Special Mailing Address _____

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder _____ Amount _____

Address _____ Date _____

I certify that the odometer now reads 2.0 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Colby Hammond
(Signature of Seller)

Colby Hammond
(Print Seller's Name)

David Wallace
(Signature of Buyer)
Kay F Paschal
(Print Buyer's Name)

Property Tax Section
Check One:

☒ Purchase License Plate

D. L. Number 000953046

License Plate Issued _____

Transfer License Plate

David Wallace
Signature of Buyer/if purchasing plates

Carolina Mobility Sales

2546 Leaphart Rd.
W. Columbia, SC 29169

INVOICE

Invoice Number: 7021
Invoice Date: Jun 18, 2010
Page: 1

Voice: 803-791-7791
Fax: 803-791-7191

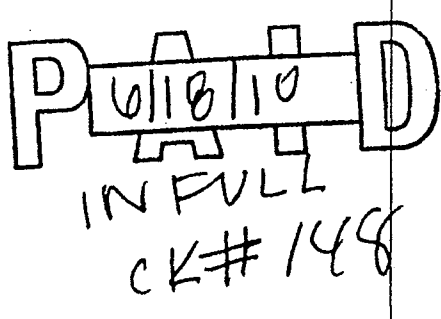
Bill To:

DAVID WALLACE
205 SPRING LAKE RD
COLUMBIA, SC 29206
USA
803-319-5346

Ship to:

DAVID WALLACE
205 SPRING LAKE RD
803-319-5346
COLUMBIA, SC 29206
USA

Customer ID	Customer PO	Payment Terms	
WALLACE, DAVID	STOCK	C.O.D.	
Sales Rep ID	Shipping Method	Ship Date	Due Date
TIM PETERSON	SCHEDULED		6/18/10

Quantity	Item	Description	Unit Price	Amount
1.00	#-1422	2010 TOYOTA SIENNA LTD #2, BRAUN AFO, VIN# 5TDYK4CC3AS334905	61,986.00	61,986.00
2.00	Q-8101-L-COL	QRT DELUXE FOR L-TRACK	338.26	676.51
1.00	SC CMS DOC FEE	CMS DOC FEES	300.00	300.00
1.00	SC HUT TAX	SC HIGHWAY USE TAX	300.00	300.00
1.00	SC DMV TAG & TITLE	SC DMV TAG & TITLE FEES	55.00	55.00
-1.00		TRADE-IN: 2002 CADILLAC DEVILLE DTS VIN:1G6KF579X2U287628 MILEAGE: 62,340 CHAMPAGNE	5,000.00	-5,000.00
				
				Subtotal
				58,317.51
				Sales Tax
				Total Invoice Amount
				58,317.51
				Payment/Credit Applied
				TOTAL
				58,317.51

Check/Credit Memo No:

"Customers for Life"

Payment is Due within 30 days of the invoice date. Accounts that are over 31 days past due are subject to a 1 -1/2% monthly

POWER OF ATTORNEY

COPY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

David Wallace
(BUYER) (SELLER) OR (LEGAL OWNER)

of the following described motor vehicle:

Make Cadillac Type 4DR SDN
Motor Number _____ Serial Number 1G6KF579X2U287628
Year Built 2002 Model Deville DTS

does hereby authorize and irrevocably appoint:

Tim Peterson of Carolina Mobility Sales, LLC
(ATTORNEY)

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, application for a duplicate of such title, or application for a new certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

18 day of June, 2010

(FULL SIGNATURE OF OWNER)

Acknowledged before me, a Notary Public in and for the State of North Carolina, County of

_____ this _____ day of _____

by the above named owner, who acknowledged the same to be his free and voluntary act and deed.

(NOTARY PUBLIC)

(SEAL)

(ADDRESS)

My commission expires: _____

ODOMETER DISCLOSURE STATEMENT COPY

Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, David Wallace _____ state that
(SELLER'S NAME, PRINT)

the odometer now reads 62,340 _____ miles and to the best of my knowledge that it reflects
(NO TENTHS)

the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is *not* the actual mileage. **WARNING — ODOMETER DISCREPANCY.**

MAKE	BODY STYLE	YEAR MODEL	SERIES MODEL
Cadillac	4DR SDN	2002	Deville DTS
VEHICLE IDENTIFICATION NUMBER		LAST PLATE STATE YEAR NUMBER	
1G6KF579X2U287628			

(SELLER'S SIGNATURE) _____		(SELLER'S NAME, HAND PRINTED) _____
<u>205 Spring Lake Rd</u>		
(SELLER'S ADDRESS)		(STREET)
<u>Columbia</u>	<u>SC</u>	<u>29206</u>
(CITY)	(STATE)	(ZIP CODE)

(BUYER'S SIGNATURE—ACKNOWLEDGING MILEAGE READING AS CERTIFIED) _____		
(BUYER'S NAME, HAND PRINTED) _____		
<u>2546 Leaphart Road</u>		
(BUYER'S ADDRESS)		
(STREET)		
<u>W Columbia</u>	<u>SC</u>	<u>29169</u>
(CITY)	(STATE)	(ZIP CODE)
<u>6/18/2010</u>		
(DATE OF CERTIFICATION)		

The provisions of this disclosure statement section shall not apply to the following transfers:

- (1) A vehicle having a gross vehicle weight rating of more than 16,000 pounds;
- (2) A vehicle that is not self-propelled;
- (3) A vehicle that is 10 years old or older; or
- (4) A new vehicle prior to its first transfer for purposes other than resale.
- (5) A new vehicle sold directly by the manufacturer to any agency of the United States in conformity with contractual specifications.

ALTERATIONS OR ERASURES VOID THIS FORM!

DAMAGE DISCLOSURE STATEMENT
VEHICLES FIVE (5) YEARS OLD AND NEWER (Applies to Numbers 1 and 4)
Alterations or erasures void this form.

COPY

STATE LAW REQUIRES THAT EVERY SELLER DISCLOSE TO THE BUYER IF HE KNOWS OR REASONABLY SHOULD KNOW, THE INFORMATION LISTED BELOW. FAILURE TO DO SO WILL RESULT IN CIVIL LIABILITY.

Cadillac MAKE	4DR SDN BODY STYLE	2002 YEAR MODEL	1G6KF579X2U287628 VEHICLE IDENTIFICATION NUMBER
1. Has this vehicle been damaged by collision or other occurrence to the extent that damages exceed 25% of its value at the time of the collision or other occurrence? Yes ☐ No ☒ If yes, list parts that were damaged. _____			
2. Was this vehicle a salvage motor vehicle?* (ANY Year) Yes ☐ No ☒ If yes, in which state was it titled? _____			
3. Is this vehicle a flood vehicle?* (ANY Year) Yes ☐ No ☒			
4. Is this vehicle a recovered theft vehicle? Yes ☐ No ☒ If yes, list parts that were damaged. _____			
5. Has this vehicle been reconstructed?* (ANY Year) Yes ☐ No ☒			
I declare that the above information is true to the best of my knowledge.		ACKNOWLEDGEMENT OF BUYER:	
_____ SIGNATURE OF SELLER		_____ SIGNATURE OF BUYER	
Address of Seller <u>205 Spring Lake Rd Columbia, SC 29206</u>		DEALER # OR SELLER'S DRIVER LICENSE NUMBER <u>[REDACTED]</u>	

NOTICE TO BUYER: RETAIN THIS INFORMATION. STATE LAW REQUIRES YOU TO DISCLOSE SIMILAR DAMAGE INFORMATION WHEN YOU SELL OR TRANSFER TITLE TO THIS VEHICLE.

*See definitions

Damage Disclosure Definitions

Flood Vehicle—A motor vehicle that has been submerged or partially submerged in water in the extent that damage to the body, engine, transmission, or differential has occurred.

Non-U.S.A. Vehicle—A motor vehicle manufactured outside of the United States and not intended by the manufacturer for sale in the United States.

Reconstructed Vehicle—A motor vehicle of a type required to be registered hereunder that has been materially altered from original construction due to removal, addition or substitution of new or used essential parts; and includes glider kits and custom assembled vehicles.

Salvage Motor Vehicle—Any motor vehicle damaged by collision or other occurrence to the extent that the cost of repairs to the vehicle and rendering the vehicle safe for use on the public streets and highways would exceed seventy-five percent (75%) of its fair retail market value, whether or not the motor vehicle has been declared a total loss by an insurer. Repairs shall include the cost of parts and labor; or a vehicle for which an insurance company has paid a claim that exceeds 75% of the fair market retail value. Fair market retail values shall be as found in the NADA Pricing Guide Book or other publications approved by the Commissioner.

Salvage Rebuilt Vehicle—A salvage vehicle that has been rebuilt for title and registration.

Junk Vehicle—A motor vehicle which is incapable of operation or use upon the highways and has no resale value except as a source of parts or scrap, and shall not be titled or registered.

Seller:

BILL OF SALE

Date 6/18/2010

Stock No. #1422

Carolina

Mobility Sales, LLC



Carolina Mobility Sales, LLC

2546 Leaphart Road
W Columbia, SC 29169

Phone: 803-791-7791 Fax: 803-791-7191

Purchaser Information

Buyer(s)
David Wallace OR Kay F Paschal
Street
205 Spring Lake Rd
City
Columbia
State
SC
Zip
29206
Home Phone
(803) 319-5346
Work Phone

COPY

Vehicle Information

Year	Make	Model	Serial No.	Mileage	Color
2010	Toyota-Braun	Sienna Ltd #2-AFO	5TDYK4CC3AS334905	26	Blue Mirage

Purchase Information

Cash Price	61,986.00	Miscellaneous	n.a.
Total Trade Allowance	\$5,000.00	Total Price	\$63,317.51
Taxable Amount	\$56,986.00	Trade-In Payoff Amount	n.a.
Tax Rate	n.a.	Net Trade Allowance	\$5,000.00
Taxes	\$300.00	Cash Down Payment	n.a.
Sub Total	\$62,286.00	Rebates	n.a.
License and Registration Fees	\$55.00	Total Down Payment	\$5,000.00
Service Contract	n.a.	Balance Due On Delivery	\$58,317.51
Accident & Health Insurance	n.a.		
Credit Life Insurance	n.a.		
GAP	n.a.		
Electronic Registration and Tinting	n.a.		
Documentation Fee	\$300.00		
Non-Taxable Adaptive Equipment	\$676.51	Salesman: Tim Peterson	

Lien		Trade-In	
Name	NONE	Year	2002
Street Address		Make	Cadillac
City		Model	Deville DTS
State		Body	4DR SDN
Zip		Color	Champagne
Phone		Mileage	62,340
		VIN	1G6KF579X2U287628
		Gross Allowance	5,000.00
		Payoff Amt	n.a.
		Net Trade	5,000.00
		Payoff Payable To:	
Tag		Insurance	
Tag #:		Agent:	Goldsmith-Theodore Agy Inc
Sticker #:		Ins. Co.:	Safeco Insurance
Exp. Date:		Address:	PO Box 6727 Columbia SC 29260

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that the Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE AND IN THE EVENT OF A TIME SALE, DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. Purchaser by his execution of this Order certifies that he is 18 years of age or older and acknowledges that he has read its terms and conditions and has received a true copy of this order. Seller may retain a portion of the above amount.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.

The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle, and the purchaser acknowledges this disclaimer.

BUYER HEREBY ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS BUYER'S ORDER AND INVOICE.

BUYER'S SIGNATURE _____ Date 6/18/2010

COBUYER'S SIGNATURE _____ Date 6/18/2010

SELLER OR AUTHORIZED REPRESENTATIVE _____ Date 6/18/2010



DELIVERY CONFIRMATION

COPY

Dealership Name: Carolina Mobility Sales, LLC Salesperson: Tim Peterson

Customer Name(s): David Wallace

Street Address: 205 Spring Lake Rd Columbia, SC 29206

Home Telephone: (803) 319-5346 Work Telephone: _____

Vehicle Description: 2010 Toyota-Braun Sienna Ltd #2-AFO 5TDYK4CC3AS334905
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. We recognize that you have been asked to review and sign a number of documents today in order to complete the transaction. You should also have been provided with the opportunity to take the vehicle for a test drive. Please take a moment now to consider the transaction before taking delivery of the vehicle to make sure it is clear to you and that nothing has been promised to you that has not been put into writing. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items should be listed below.

☒ I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

☐ AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION: _____

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, the Dealership has satisfactorily addressed any questions or concerns you had and nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is incorporated by reference into the Retail Purchase Agreement for this transaction.

Customer _____ Date _____ Authorized Dealership Representative _____ Date _____

Customer _____ Date _____

For Office Use Only:

Appointment Scheduled On: _____ By: _____

Date of Appointment: _____ Time: _____ a.m./p.m. Contact: _____

Additional Notes: _____



CONSUMER PRIVACY STATEMENT

COPY

Carolina Mobility Sales, LLC (name of dealership) is serious about keeping your personal information private and secure. This notice of our privacy policy explains how we use and protect your information. This form constitutes a legal notification and once signed by you, authorizes this dealership to use this information to assist you in acquiring the products and services you seek. PLEASE READ THIS AUTHORIZATION AND PRIVACY STATEMENT CAREFULLY BEFORE YOU SIGN BELOW

WHERE WE GET INFORMATION ABOUT YOU

The information we get about you comes from different sources and may include:

- Information you give to us on applications or other forms, which may include your name, address, drivers license number, employment history, income, telephone numbers, e-mail addresses and Social Security number.
- Representations you made to us, such as your employment history, account balances, payment histories and your relationships with other persons or entities you have listed as references.
- Information from your transactions with us, our affiliated companies or our business partners who may provide you other related services.
- Information we receive from consumer credit reporting agencies to confirm, verify or add to facts you provided us on applications or other forms. Data collected by such a reporting agency may be kept by them and later shared with others who are entitled to use these reports. That personal information gathered by consumer credit reporting agencies will be provided to others only as allowed by federal and state Fair Credit Reporting laws.
- Information we receive from your insurance agent or broker to confirm the presence of applicable insurance coverages required under an installment payment agreement.

OUR DEALERSHIP OR AFFILIATED BUSINESSES DO NOT SELL OR RENT INFORMATION ABOUT YOU TO OTHERS.

SHARING INFORMATION

In order to conduct our business and offer you the products and/or services that you may want, we may share your information within our company or affiliated companies (companies related by common ownership). We obtain this nonpublic personal information solely for the purpose of providing you the products and services you seek from this dealership. The law allows us to share your financial information with our affiliates or third parties outside of our dealership in order to service, market or underwrite our products and services to you. We may also share your information with financial institutions we have entered into a written contract with in order to provide you with financial products. We do not disclose your information to anyone else unless allowed or required by law. You cannot prevent these disclosures. You can limit our sharing of your personal information with affiliated and non-affiliated third parties to market their products to you. By signing this form, you are authorizing this dealership to share your nonpublic personal information with affiliated and/or nonaffiliated third parties that may have products or services that may be of value to you. You may refuse to allow us to share information with affiliated and non-affiliated organizations in order to market products and services other than ours; however, in doing so, you may not receive offers for other products and services that may be of value to you. If it is your intent to issue such a refusal (also known as an opt-out), that option appears at the bottom of this form.

HOW WE PROTECT ANY NON-PUBLIC PERSONAL INFORMATION WE COLLECT ABOUT YOU.

We maintain physical, administrative, procedural and technical safeguards to protect this personal information from unauthorized access.

Access to your personal information is limited only to those who have a business need to do so. We also expect our vendors, affiliated companies, third parties, insurance agents and others to maintain a high regard for privacy and to safeguard all customer information.

In the event the security of your information is breached, we will notify you once the breach is brought to our attention.

We follow the laws of the state within which this dealership is domiciled when that law provides you more protection than federal law.

Authorization to share information with both affiliated and non-affiliated organizations:

Signature _____

Date: 06/18/2010

Opt-Out: I do not wish my information shared with affiliated and non-affiliated companies in order to market products and services other than the dealership's:

Signature _____

SSAN: _____



CUSTOMER'S PROOF OF INSURANCE

COPY

I/we acknowledge that the conditions of this Financing contract or agreement requires that I purchase and maintain insurance on the vehicle noted below during the entire period of the repayment schedule. I also understand that in addition to any required liability coverage, I must maintain in full force and effect collision and comprehensive coverage equal to at least the remaining balance on the contract or the actual cash value of the vehicle being financed. I also understand that the holder of the financing contract must be named as having a security interest and as the lienholder or loss payee on the insurance policy and that should I fail to maintain the required insurance, that may create a condition of default under the financing contract and may lead to repossession of the financed vehicle as specified by law. I understand that I have the right to select the insurance company of my choice in order to fulfill the conditions of this certification as well as those of the financing contract. I have selected the company noted below to provide insurance financial security on the vehicle I have chosen to finance:

Insurance Company: Safeco Insurance Policy #: F1582366

Insurance Agent & Phone Number: Goldsmith-Theodore Agy Inc 803-799-9979

Amount of Collision Deductible: \$ n.a. Comprehensive Deductible: \$ n.a.

Policy Effective Dates: From 2/22/2010 To 8/22/2010

Named Loss Payee/Lienholder: NONE

Vehicle insured under the above policy: Year 2010 Make Toyota-Braun Model Sienna Ltd #2-AFO

Vehicle Identification Number (VIN): 5TDYK4CC3AS334905

I hereby understand these requirements to maintain in full force and effect automobile insurance and that NONE will be named as the lienholder or loss payee on that policy. I also grant to the lienholder/loss payee the authority to contact my insurance company to verify that insurance has been obtained and maintained.

06/18/2010
Customer Name Date

06/18/2010
Customer Signature Date

06/18/2010
Customer Signature Date

Carolina Mobility Sales, LLC
Dealership Name

06/18/2010
Authorized Signature for the Dealership Date

POWER OF ATTORNEY

COPY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

David Wallace
(BUYER) (SELLER) OR (LEGAL OWNER)

of the following described motor vehicle:

Make Toyota-Braun Type 4 DR
Motor Number _____ Serial Number 5TDYK4CC3AS334905
Year Built 2010 Model Sienna Ltd #2-AFO

does hereby authorize and irrevocably appoint:

Tim Peterson of Carolina Mobility Sales, LLC
(ATTORNEY)

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, application for a duplicate of such title, or application for a new certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

18 day of June, 2010

(FULL SIGNATURE OF OWNER)

Acknowledged before me, a Notary Public in and for the State of North Carolina, County of

_____ this _____ day of _____

by the above named owner, who acknowledged the same to be his free and voluntary act and deed.

(NOTARY PUBLIC)

(SEAL)

(ADDRESS)

My commission expires: _____

POWER OF ATTORNEY

COPY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

(BUYER) Kay F Paschal (SELLER) OR (LEGAL OWNER)

of the following described motor vehicle:

Make Toyota-Braun Type 4 DR

Motor Number _____ Serial Number 5TDYK4CC3AS334905

Year Built 2010 Model Sienna Ltd #2-AFO

does hereby authorize and irrevocably appoint:

Tim Peterson of Carolina Mobility Sales, LLC
(ATTORNEY)

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, application for a duplicate of such title, or application for a new certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

18 day of June, 2010

(FULL SIGNATURE OF OWNER)

Acknowledged before me, a Notary Public in and for the State of North Carolina, County of

_____ this _____ day of _____

by the above named owner, who acknowledged the same to be his free and voluntary act and deed.

(NOTARY PUBLIC)

(SEAL)

(ADDRESS)

My commission expires: _____



ARBITRATION AGREEMENT

COPY

In this Arbitration Agreement ("Agreement"), the terms "you" and "your" refer to the Buyer(s) signing below. "We," "us" and "our" refer to the dealer signing below, and, if you financed the purchase of your vehicle with us using a retail installment sale contract or similar financing document, to anyone taking assignment from us of that document. "Dispute" means any claim or controversy related in any way to the vehicle purchase, sale and financing transactions between you and us. "Dispute" shall be interpreted as broadly as possible and shall include but not be limited to, all torts, contract claims, representations, promises, statutory actions of any kind, actions arising in law or equity, libel, slander, conversion, and claims relating to compensation or any other obligation or duty allegedly owed, including any claims for treble, exemplary, or punitive damages. If a dispute arises as to whether any claim, dispute or controversy is subject to this Agreement, other than those claims or actions expressly excepted from this Agreement, the matter shall be decided by arbitration in the same way and with the same effect as all other disputes arising under this Agreement.

This Agreement becomes a part of and is incorporated into any buyer's order, contract of sale and retail installment sales contract that you and we have entered into on the date below.

You and we agree that upon your or our request, other than as expressly excepted below, any dispute, controversy, or claim arising out of, regarding, or relating in any way to the sale and/or financing of the vehicle, and/or retail installment sale contract, the buyer's order/bill of sale or the breach of any of them, that you may now have or may hereafter have against us, our assignees, or any representatives, agents, officers, directors or employees of us or our assignees, or that we or our assignees may now have or may hereafter have against you, shall be settled by binding arbitration.

Arbitration shall be conducted by a single arbitrator from one of the following arbitration organizations: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com); the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605 (www.adr.org); or any other arbitration organization you may choose subject to our approval. You may get the rules of other organizations by contacting them or visiting their websites. Any claim or dispute will be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action.

Unless otherwise agreed, the arbitration shall be held within 50 miles of the location where you bought the vehicle. We or our assignee will advance the filing, administration, service or case management fee and the arbitrator or hearing fee up to a maximum of \$1500. Our advances may be reimbursed by the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable laws. The arbitrator's award shall be final and binding on all parties. You and we retain the right to seek remedies in small claims court unless such action is transferred, removed or appealed to a different court. None of the parties waives the right to arbitrate by using self-help remedies or filing suit. If any part of this Agreement other than the waiver of class action rights is deemed to be unenforceable for any reason, the remainder shall remain enforceable. In the event the waiver of class action rights is deemed to be unenforceable, this entire Agreement shall be deemed null and void as to such matter that is or becomes subject to the class action.

You may elect to opt out of this Agreement by sending us written notice of your election to do so by first class U.S. Mail within 10 days of the date below, addressed to us at our address appearing in the buyers order or the retail installment contract.

REVIEW CAREFULLY - YOUR LEGAL RIGHTS MAY BE AFFECTED.

1. YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU ARE GIVING UP CERTAIN RIGHTS TO SEEK RELIEF IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, AND THAT YOU UNDERSTAND YOUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD ARE LIMITED TO THOSE PROVIDED BY THE RULES OF THE ARBITRATION ORGANIZATION CHOSEN AND THE FEDERAL ARBITRATION ACT.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR OUR ASSIGNEES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT. OTHER RIGHTS YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Signed: _____
(Buyer)

Date: 06/18/2010

Signed: _____
(Buyer)

Date: 06/18/2010

Signed: _____
(Dealer)

Date: 06/18/2010

SECTION 6 - SATISFACTION OF LIEN

SATISFACTION OF FIRST LIEN THIS IS TO CERTIFY THAT THE LIEN AGAINST THE VEHICLE HAS BEEN FULLY SATISFIED ON: DATE _____ NAME OF LIEN HOLDER _____ CERTIFIED BY _____ TITLE _____	SATISFACTION OF SECOND LIEN THIS IS TO CERTIFY THAT THE LIEN AGAINST THE VEHICLE HAS BEEN FULLY SATISFIED ON: DATE _____ NAME OF LIEN HOLDER _____ CERTIFIED BY _____ TITLE _____

SECTION 7 - SALES TAX EXEMPTION Complete this section if you are entitled to a sales tax exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

☐ THE VEHICLE WAS TRANSFERRED FROM: ☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD

☐ THE VEHICLE WAS TRANSFERRED TO ME AS: ☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTE

☐ I AM NON-RESIDENT MILITARY PERSONNEL ☐ THE VEHICLE WAS A BONA FIDE GIFT

SECTION 8 - ADDITIONAL INFORMATION

DATE OF PURCHASE 6/18/2010	DATE FIRST OPERATED IN S.C. 6/18/2010	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? ☐ YES ☒ NO
NEW OR USED? New	PRIOR TITLE NUMBER	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS: ☐ REBUILDABLE ☐ NON-REBUILDABLE		
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE: ☐ COLLISION ☐ FIRE ☐ WATER ☐ STOLEN (RECOVERED) ☐ STOLEN (UNRECOVERED)		
AGENCY REFERENCE NUMBER	SALVAGE% _____	Calculate the Salvage Percentage: Predamaged Value _____ Estimate for Repairs _____ Percentage _____

SECTION 9 - SELLER INFORMATION

SELLER OR DEALER NAME Carolina Mobility Sales, LLC	SC DEALER/WHOLESALE NUMBER 34067	SC SALES TAX NUMBER [REDACTED]	SALES PRICE \$61,986.00
ADDRESS 2546 Leaphart Road	CITY W Columbia	STATE SC	ZIP CODE 29169

SECTION 10 - INSURANCE CERTIFICATION

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY Safeco Insurance

SECTION 11 - GIFT OF LIFE TRUST FUND

DO YOU WISH TO DONATE AN ADDITIONAL \$1.00 OR MORE TO THE GIFT OF LIFE TRUST FUND? ☐ YES ☐ NO AMOUNT \$ n.a.

SECTION 12 - SIGNATURE OF OWNER

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS.

DATE 6/18/2010

SIGNATURE OF OWNER (SI - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)) _____

DISCLOSURE STATEMENT

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

PENALTY FEES

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00	61 - 75 DAYS LATE - \$25.00	76 - 135 DAYS LATE - \$50.00	OVER 135 DAYS LATE - \$75.00

THIS SECTION FOR DMV USE ONLY

STAMP VEHICLE BRANDS		
RATED BY	TRANSACTION FEES	
OFFICE/OFFICE NUMBER	EXPEDITED FEE	WEIGHT INCREASE
PLATE NUMBER	LICENSE FEE	TRANSFER
EXPIRATION DATE	UNINSURED FEE	TITLE
PLATE CLASS	USE OR SALES TAX	GIFT OF LIFE FUND
SUSPENSE REASON	PENALTY	TOTAL

**SCDMV**Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home
Form 400 (Rev.1/05)For more information, visit our website at www.scdmvonline.com or call our Customer Call Center at (803)896-5000.**COPY**Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Please print or type in black ink only. **DO NOT SEND CASH.**

☒ NEW TITLE & REGISTRATION 1) Manufacturer Statement of Origin (MSO) or Title. 2) Paid Property Tax Receipt 3) \$15.00 title fee and regular registration fee. 4) Sales Tax (5% of selling price or \$300.00 max.) 5) Insurance Information	☐ TITLE AND PLATE TRANSFER 1) Manufacturer Statement of Origin (MSO) or Title. 2) Last Previous Tag # 3) Previous registration in owner's name. 4) \$15.00 title + \$10.00 transfer fee 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	☐ MOBILE OR MANUFACTURED HOME 1) Manufacturer Statement of Origin (MSO) or Title. 2) Consumer Insurance Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	☐ TITLE ONLY 1) Manufacturer Statement of Origin (MSO) or Title. 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) ☐ DUPLICATE TITLE 1) Lost Stolen or Destroyed Title 2) \$15.00 title fee.	☐ LEASED VEHICLE 1) Do not complete Section 3. Complete Section 4 and all other applicable sections. MAIL YOUR APPLICATION TO: SCDMV P.O. Box 1498 Blythewood, SC 29016 - 0024

SECTION 1 - VEHICLE INFORMATION

VEHICLE IDENTIFICATION NUMBER STDYK4CC3AS334905	MAKE Toyota-Bc	YEAR MAKE 2010	BODY STYLE 4 DrSienna Lt	MODEL	EMPTY WEIGHT	GWW

SECTION 2 - ODOMETER MILEAGE

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS 26 (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

☐ EXEMPT

☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.

☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. **WARNING ODOMETER DISCREPANCY.**

SECTION 3 - OWNER INFORMATION Your complete legal name must be used on all title and registration documents.

OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) Wallace, David		CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO. [REDACTED]		DATE OF BIRTH [REDACTED]
CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE) Paschal, Kay F		SHARED OWNERSHIP ☐ AND ☒ OR		CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC. OR FEIN NO. [REDACTED]
RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 205 Spring Lake Rd		CITY Columbia	STATE SC	ZIP CODE 29206
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE
DAYTIME TELEPHONE NUMBER (803) 319-5346		TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS

SECTION 4 - LEASING INFORMATION Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS		CITY	STATE
		ZIP CODE	
NAME OF LEASEE (PERSON LEASING VEHICLE)		DRIVER LICENSE NO., SOC. SEC. NO. OR FEIN NO.	DATE OF BIRTH
RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE
		ZIP CODE	COUNTY
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE
		ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE
		ZIP CODE	COUNTY

SECTION 5 - LIEN INFORMATION

CUSTOMER NO. OR FEIN NO.	LIENHOLDER NAME (FIRST LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
NONE				
MAILING ADDRESS		CITY	STATE	ZIP CODE
CUSTOMER NO. OR FEIN NO.	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
NONE				
MAILING ADDRESS		CITY	STATE	ZIP CODE

AN IMPORTANT NOTICE CONCERNING CONSUMER PRIVACY

This Privacy Practice Notice contains important information concerning your rights

Dear Valued Customer:

Our company respects your concern for privacy. Our goal is to respond to your inquiries, to provide better customer service, and to provide products, services and other promotional information that you request and that we believe may help meet your needs or be of interest to you. However, we recognize that we have an important responsibility to protect the privacy and security of the nonpublic personal information we collect from you. Therefore, we want you to understand our information sharing practices and for you to know that they are designed to meet strict legal requirements and ensure the confidentiality of your information.

THE TYPE OF INFORMATION WE COLLECT

The type of information that we collect depends upon the product or service that we are providing to you or that you are asking about. We collect information that you provide to us on applications and other forms, information about your transactions with us, our affiliates, or others; and information that is provided to us by third parties including credit reporting agencies, individual referenced services public record data bases and other recognized providers of nonpublic personal information.

The information we collect may include identifying information such as your name, address, birth date, social security number, email address and other information on how to contact you; your credit worthiness credit score and credit history; as well as transaction information such as account activity and loan terms. We may also collect financial information such as your income assets and employment status; information about your spouse or dependents; and/or certain demographic information. If you apply for an insurance product, we may collect limited health information on your application.

HOW WE TREAT THE INFORMATION

Our company is committed to the security and confidentiality of your nonpublic personal information. We do not disclose, nor do we reserve the right to disclose, any nonpublic personal information about our customers or former customers to anyone, except as authorized by you or as otherwise permitted by law. In addition to reasonable physical, procedural and electronic security measures, our security practices include limiting access to this information to those employees and business associates with appropriate authority and for intended business purposes only. We explain the importance of protecting your nonpublic personal information to our employees and take appropriate measures to enforce employee responsibilities regarding our Privacy Policy.

We do not disclose health information for marketing purposes. We disclose health information to affiliates or nonaffiliated third parties only to underwrite or administer your account or claim, or as otherwise permitted or required by law or court order. We require any third party who receives information about you from us to agree to keep that information confidential and to use the information only for the purposes for which it was disclosed.

DISCLOSURES TO AFFILIATED ENTITIES

We may share the information we collect, as listed above, with affiliated entities. You have a right to prevent the sharing of information, except for the sharing of information relating solely to your transactions with us (such as your payment history) or our experiences with you. If you do not want us to share this information with our affiliates, please check the appropriate box on the attached form and return to us.

DISCLOSURES TO NONAFFILIATED ENTITIES

We may share the information we collect, as listed above, to nonaffiliated third parties for the purpose of offering products and services that may be of value to you. Organizations that may receive your information include, but are not limited to, financial institutions such as motor vehicle lenders or lessors mortgage brokers and insurance agents, non-financial companies, such as retailers, publishers and direct marketers, providers of after-market products such as Guaranteed Automobile Protection products, warranties and service contracts, and others such as trade associations and nonprofit organizations. In addition, we may disclose certain information to affiliates and nonaffiliated third parties, as applicable and as permitted or required by law or court order. We will disclose such information only with organizations that agree to treat it confidentially and to use it only for the purposes intended. If you do not want us to disclose information for these purposes, please check the appropriate box on the attached form and return it to us.

We typically will retain your personal information for a period of time after the end of a customer relationship. In some cases we may be required, by law or industry standard, to retain certain information for a specified period of time. We maintain the same standards of privacy for all consumers and customers, both current and former.

A FINAL WORD

We are permitted by law to disclose information about you to third parties that perform marketing services on our behalf and/or to other financial institutions with whom we have joint marketing agreements. We are not required to give you the opportunity to opt out of such disclosures.

Because your trust and confidence in our company matters to us, we are committed to keeping you informed about our privacy practices and your rights. By using information, we are able to deliver products and services that meet your needs. Therefore, it may be necessary for us to periodically review and update our privacy practices in order to provide the best service.

Although you will receive multiple copies of this notice over time, you only need to notify us once per account of your information sharing preference. If you have any questions regarding your rights or the contents of this notice, please call us. You may contact us at the address on the reverse side of this page.

FINANCIAL PRIVACY NOTICE

COPY

DEALER

Carolina Mobility Sales, LLC
2546 Leaphart Road
W Columbia, SC 29169

NONPUBLIC PRIVACY OPTIONS
(FOR IN-HOUSE USE)

CUSTOMER CHOICE

We have built our business on a foundation of integrity, honesty and trust. These values are reflected in our longstanding commitment to protect your privacy. In order to provide the kind of service that you deserve, we will from time to time have reason to share your personal nonpublic information with those affiliated and/or nonaffiliated third parties that we do business with. However, you may opt to prohibit this sharing of information, except as otherwise provided by or required by state or federal law or court order. If you wish to do so, check the appropriate box or boxes below and return this form to our offices. You do not need to take any action in order for us to continue to provide products and services to you.

AUTHORIZATION

- ☐ Check this box to authorize us to share your nonpublic personal information with affiliated and/or nonaffiliated third parties. I understand that in checking this that you may be better able to serve me and that I may receive offers for other products and services that may be of value to me.

NONAFFILIATED

- ☒ Check this box if you do not want us to share your personal nonpublic information with nonaffiliated third parties except as permitted by law. (Note: If there are joint parties to your account, any party may complete this form which will apply to all parties on the account. If you check this, you may not receive offers for other products and services that may be of value to you.)

AFFILIATED

- ☒ Check this box if you do not want us to share your personal nonpublic information with affiliated third parties except as permitted by law. (Note: If there are joint parties to your account, any party may complete this form which will apply to all parties on the account. If you check this, you may not receive offers for other products and services that may be of value to you.)

David		Wallace	
First name*	Initial*	Last Name*	
205 Spring Lake Rd			
Present address*		Social Security Number*	
Columbia	SC	29206	(803) 319-5346
City*	State*	Zip*	Home Phone

* All fields marked with an * are required to ensure accurate processing of your information sharing options.

Signature	Date	Signature	Date

(Note our Privacy Practices on the reverse side)



Because Life is a Moving Experience®

Mobility Conversion Service Agreement Vehicle Delivery Checklist Warranty Registration

Customer Name _____ Web Referral Code _____
Address _____ City _____ State _____ ZIP _____
Phone _____ Email _____
VIN (last 8): **48334905** Date of Purchase ____ / ____ / ____

THE BRAUN CORPORATION MOBILITY CONVERSION SERVICE AGREEMENT

This agreement is intended to clarify the service responsibilities pertaining to the Braun mobility conversion after the initial delivery of the vehicle. **This agreement shall be executed and submitted to Braun with each conversion sale.**

Listed below is the identification of the Braun authorized selling Mobility Retailer, and the Braun authorized local servicing Mobility Retailer who has agreed to service the mobility conversion portion of this vehicle per the applicable Braun service manuals and guidelines.

By signing below, the purchaser of the mobility conversion acknowledges the adoption of the local servicing Mobility Retailer as the primary provider of service for the mobility conversion portion of this vehicle. All local servicing retailers must be an authorized Braun Mobility Service Excellence Retailer (MSE-certified in vehicle conversions).

Should the owner of the mobility conversion require service outside the local servicing area, they may take the mobility conversion to any Braun authorized mobility conversion retailer located within the United States. If the owner needs assistance in identifying a local servicing mobility retailer, they may either call 1-800-THE-LIFT, or check the Braun website at: www.braunability.com.

Note: This agreement only applies to the servicing of the Braun mobility conversion. Ancillary equipment, such as tie downs or hand controls, will be the responsibility of the mobility retailer that installed those products and will not be covered under the Braun mobility conversion warranty. If there are issues relating to the chassis and/or conversion, it would be in the best interest of the mobility vehicle owner to contact the Braun authorized local servicing Mobility Retailer listed below before taking the vehicle to their local car dealer.

Selling Mobility Vehicle Retailer

Name _____ Dealer# _____
Address _____
City _____ State _____ ZIP _____
Phone _____
Retailer Signature _____

Local Servicing Mobility Retailer ☐ (check box if same as Selling)

Name _____ Dealer# _____
Address _____
City _____ State _____ ZIP _____
Phone _____
Retailer Signature _____

Exterior

- ☐ Exterior clean and damage-free
- ☐ Spare tire and jack location
- ☐ Operation of remote control
- ☐ Magnetic entry (if applicable)
- ☐ Exterior activation of power door, kneeling and ramp
- ☐ Manual operation of door and ramp from exterior

Interior

- ☐ Gauges and instrumentation
- ☐ Location of interior switches to operate accessible features
- ☐ Manual operation of door and ramp from interior
- ☐ Operation of tie-downs
- ☐ Operation of roll & tumble seating (if applicable)
- ☐ Operation of seat belts
- ☐ Location of Braun controller

Additional

- ☐ Review both OEM and Braun owner's manuals.
- ☐ Explain the Toyota Service Exchange Information Program (Toyota Chassis Only)
- ☐ Explain recommended preventive maintenance and service schedules
- ☐ Explain procedures for warranty repair work (contact BraunAbility Dealer first)
- ☐ Inform Customer of dealership service hours
- ☐ Advise Customer to receive and maintain a signed record of all service work performed
- ☐ Complete and return warranty registration to activate warranty
- ☐ List all aftermarket equipment. Use brand names and model numbers where possible

I hereby acknowledge that the mobility devices applicable to my vehicle have been demonstrated for me, and I fully understand and can operate this equipment. I have been advised that wheelchairs may not maintain their integrity in the event of a collision. I hereby release and hold harmless the Original Vehicle Manufacturer, The Braun Corporation, and its independent dealers from any liability associated with injury to my person and property as a result of my use of a wheelchair during a collision. I have read and understand this entire form, including all disclaimers and the Braun factory Limited Warranty. All of the information I have provided is correct.

Customer:

I acknowledge that all items checked have been reviewed with me.

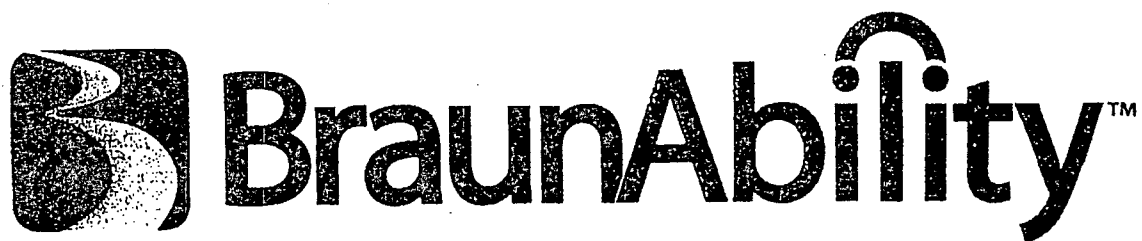
Sales Consultant:

All items checked have been reviewed with the customer.

Customer Signature / Date _____

Consultant Signature / Date _____

Please FAX completed form to 1-800-946-6305 • P.O.Box 310 • Winamac, IN 46996 • referrals@braunlift.com • 34550 • 12/08



Vehicle Delivery Checklist & Warranty Registration

34550 • 2/08

34550 • 2/08

Vehicle Delivery Checklist & Warranty Registration



Customer Receipt



ELITE GLASS CORP.
WINDHILL RD
COLUMBIA SC 29203
SERVICE QUESTIONS **
CALL 803-691-3304 **

Date & Time: 05/16/11 02:04PM

Customer:
BLAKE KAY WAL, DAVID
13 KITTIE HAWK DR
ST COLUMBIA SC 29170

Home Phone: 803-319-5346
Work Phone:
Contact Phone: 803-319-5346
Work Order #: 01849_609039
(116)

Year: 10 Make: TOYOTA Model: SIENNA
License: L747 Style: MINI VAN Stock/Unit#:
Vehicle: VIN: 5TDYK4CC3AS334905 Purchase-Order#:
000

Part	List Price	Selling Price	Flat Labor	Kit	MTRL
FW02395GBNMM	240.35	127.39	124.00	30.00	0.00
1 FLEXIMOLD	62.89	62.89	0.00	0.00	0.00

Technician Name: LSON, GREG Tech ID: 1849-682

Technician Note:

Part Subtotal: 220.28
Part Labor Subtotal: 124.00
Subtotal: 344.28
Less Tax: 15.42
Total: 359.70

deductible: 0.00
Amount to Collect: 0.00
Amount Paid: 0.00
Amount Remaining: 0.00

Signature:

Safelite® AutoGlass

ELITE GLASS CORP.
WINDHILL RD.
COLUMBIA, SC 29203
SERVICE QUESTIONS **
CALL 803-691-3304 **

Date & Time: 05/16/11 02:03PM

Customer:
ALLACE KAY WAL, DAVID
13 KITTY HAWK DR
ST COLUMBIA, SC 29170

Home Phone: 803-319-5346
Work Phone:
Contact Phone: 803-319-5346
Work Order#: 01849_609039
(116)

Year: 10 Make: TOYOTA Model: SIENNA
License: L747 Style: MINI VAN Stock/Unit#
Lease: VIN: 5TDYK4CC3AS334905 Purchase-Order#
000

Part	List Price	Selling Price	Flat Labor	Kit	MTRL
FW02395GHNMH	240.35	127.39	124.00	30.00	0.00
FLEXIMOLD	62.89	62.89	0.00	0.00	0.00

Technician Name: SON, GREG Tech ID: 1849-682

Technician Note:

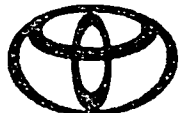
Part Subtotal: 220.28
Labor Subtotal: 124.00
Total: 344.28
Sales Tax: 15.42
Total: 359.70

deductible: 0.00

Amount to Collect: 0.00

Estimate: \$359.70. I authorize Safelite AutoGlass to provide the over-referenced goods and services and to install or repair glass and related parts that are manufactured by Safelite or another aftermarket manufacturer. Subject to completion of the work, I assign to Safelite any claim that I have under my insurance policy to recover, and authorize my insurance company to pay Safelite the balance due. If said amount is not paid in full by my insurance company, I agree to pay any unpaid balance, paying by check, and your check is unpaid for insufficient or collected funds, we may electronically debit your account for the nettle check amount and a service fee as allowable by law. You have the right to select the repair facility of your choice. I have read and understand the Adhesive Cure Time Caution on the attached form. In most cases, the approximate length of time to complete the tasks detailed on this work order is 45 minutes to 1 hour.

Signature:



TOYOTA

(803) 796-6650



P.O. BOX 6588 • 1640 AIRPORT BLVD.
WEST COLUMBIA, SC 29169 • 1-800-635-8213



SCION

WWW.TOYOTACENTER.COM

CUSTOMER NO 239860	ADVISOR JOSE VERDEJO	12005	TAG NO. 8194	INVOICE DATE 05/30/11	INVOICE NO. T4CS477959
KAY WALLACE 205 SPRING LAKE RD COLUMBIA, SC 29206	LABOR RATE	LICENSE NO.	MILEAGE 5,160	COLOR	STOCK NO.
	YEAR / MAKE / MODEL 10/TOYOTA/SIENNA/5DR XLE FWD 7P AT			DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 5 T D Y K 4 C C 3 A S 3 3 4 9 0 5			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.			P.O. NO.	R.O. DATE 05/30/11
CASTLEKAPER@MSN.COM	COMMENTS				
RESIDENCE PHONE 803-319-5346	BUSINESS PHONE				

LABOR & PARTS-----
#1 01T4ZTLCE TLC COUPON \$40.00 HOURS: TECH(S):11389 12012 20.87
REPLACE OIL AND FILTER
ROTATE 4 TIRES AND SET TIRE PRESSURES
FILL ALL FLUIDS
COMPLETE MULTIPOINT INSPECTION
RESET MAINT REMINDER LIGHT
TLC MAINTENANCE SERVICE
COMPLETED TLC MAINTENANCE

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
JOB # 1	1	04152-YZZA1	REPLACEABLE ELEME	5.41	5.41
JOB # 1	7	OIL	PENNZOIL	1.96	13.72
				JOB # 1 TOTAL PARTS	19.13
				JOB # 1 TOTAL LABOR & PARTS	40.00

#2 46T4ZA7E SPARE TIRE CARRIER HOURS: 0.60 TECH(S):11388 WARRANTY
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SEVERE CORROSION OF SPARE TIRE CARRIER CABLE
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INSPECT THE SPARE TIRE CARRIER CABLE - CABLE NG
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REPLACE THE SPARE TIRE CARRIER ASSEMBLY
OP # 0522JK .6/HR

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	UNIT PRICE-----	
JOB # 2	1	04000-41145	KIT, FLOOR SEAL		WARRANTY
				JOB # 2 TOTAL PARTS	0.00
				JOB # 2 TOTAL LABOR & PARTS	0.00

MISC-----	CODE-----	DESCRIPTION-----	CONTROL NO-----	
JOB # 1	TLC	TLC- CAR CARE	477959	-40.00
			TOTAL - MISC	-40.00

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CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
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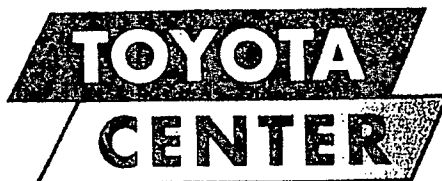
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CUSTOMER NO. 239860	ADVISOR JOSE VERDEJO	TAG NO. 12005	INVOICE DATE 05/30/11	INVOICE NO. T4CS477959
KAY WALLACE 205 SPRING LAKE RD COLUMBIA, SC 29206 CASTLEKAPER@MSN.COM RESIDENCE PHONE 803-319-5346	LABOR RATE	LICENSE NO.	MILEAGE 5,160	COLOR
	YEAR / MAKE / MODEL 10/TOYOTA/SIENNA/5DR XLE FWD 7P AT			DELIVERY DATE
	VEHICLE I.D. NO. 5 T D Y K 4 C C 3 A S 3 3 4 9 0 5			DELIVERY MILES
	F.T.E. NO.			SELLING DEALER NO.
	P.O. NO.			PRODUCTION DATE
BUSINESS PHONE		R. O. DATE 05/30/11		
COMMENTS				

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TOTAL LABOR....	20.87
TOTAL PARTS....	19.13
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	-40.00
TOTAL TAX.....	0.00
TOTAL INVOICE \$	0.00

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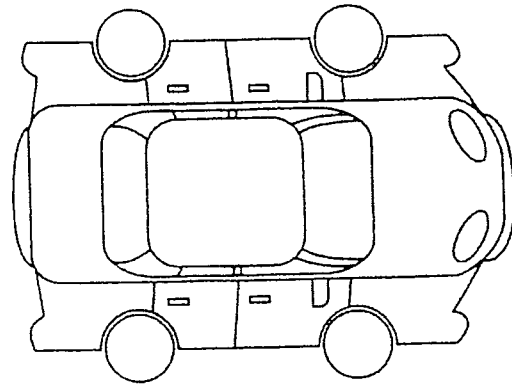
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Exterior	☒	Horn operation
	☒	Head lights / tail lights / turn signals / brake lights / hazard warning lights / exterior lamps (check for damage and operation)
	☒	Windshield wiper and washer operation
	☒	Windshield glass
	☒	Fuel tank cap gasket
Interior	☒	Dome light / amp light / dimmer combination meter
	☒	Cabin air filter
	☒	Parking brake operation
Under Hood	☒	Air filter
	☒	Battery condition (cables / clamps / corrosion)
	☒	Battery state of health CCA <u>830/582</u>
	☒	Cooling system (leaks)
	☒	Hoses (cracks / damage / leaks)
	☒	Drive belts (cracks / damage / wear)
	☒	Radiator core / air condition condenser (if equipped)
	☒	Multiple Oil Leaks
Fluids	☒	Windshield Washer
	☒	Coolant (<u>-32</u> degree of protection)
	☒	Power steering (if equipped)
	☒	Brake reservoir
	☒	Clutch reservoir (if equipped)
	☒	Transmission / transaxle
	☒	Front Differential (if equipped)
	☒	Transfer case (4WD models)
	☒	Rear Differential (if equipped)
	☒	Propeller / driveshaft (damage / leaks / U-joints)
Under Vehicle	☒	Drive / CV shaft (damage / leaks / boots)
	☒	Axle hub & bearing (damage / leaks / noise)
	☒	Steering linkage (damage / leaks / worn components)
	☒	Suspension (damage / leaks / worn components)
	☒	Fluid leaks (engine / transmission / differential)
	☒	Exhaust system (damage / leaks / corrosion)
	☒	Fuel lines & connections / fuel tank bands / fuel tank vapor vent system hoses (damage / leaks / corrosion)
	☒	

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Factory Specs (P.S.I.) F 35 R 35 Spare No spare
Tire pressure P.S.I. checked / adjusted to:
LF 35 RF 35 LR 35 RR 35
Spare ☐ Spare not checked/adjusted

Tires

Tread depth:
LF 7 /32 RF 7 /32 LR 8 /32 RR 8 /32
Tire damage / abnormal wear:
LF RF LR RR Spare
Rims / wheels / lug nuts:
LF RF LR RR
Tires Rotated ☒ Torque Spec: 80

Brakes

Brake lining:
LF 94% RF 94% LR 93% RR 93%
Front / Rear Disc Brakes
Rear Drum Brakes
Brake lines / hoses / parking brake cable
Discs / drums / calipers / wheel cylinders

Comments _____

Finish Time: _____

☒ Checked and OK at this time

☐ May require future attention

☐ requires immediate attention

1106



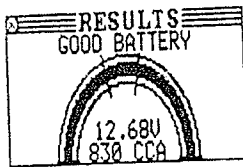
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25°F & 100°F

The Average Battery
Life in this Region is
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Test Code
ACPKLA-1XDKSW-3

State of South Carolina) In the Court of Common Pleas
County of Lexington) Eleventh Judicial Circuit
2012-CP-32-00342

Kay Paschal Wallace,)
Plaintiff,)
vs.) Transcript of Record
Leon Lott, the duly elected)
Sheriff of Richland County,)
South Carolina,)
Defendant.)
_____)

September 5, 2014
Lexington, South Carolina

B e f o r e:

The Honorable William P. Keesley, Judge

A p p e a r a n c e s:

S. Jahue Moore, Esquire
M. Brooks Biediger, Esquire
Patrick J. Frawley, Esquire
Andrew F. Lindemann, Esquire

Bonnie H. Kelly, CVR
Circuit Court Reporter

I N D E X

<u>WITNESS/DESCRIPTION</u>	<u>PAGE NO.</u>
Motion/Mr. Frawley	3
Response/Mr. Moore	27
Reply/Mr. Frawley	37
Decision by the Court	39
Certificate Page	40

E X H I B I T S

<u>NO.</u>	<u>DESCRIPTION</u>	<u>I.D.</u>	<u>EV.</u>

-- NO EXHIBITS ENTERED --

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(On the record at 2:07 p.m.)

THE COURT: All right. Mr. Frawley.

MR. FRAWLEY: May it please the Court.

THE COURT: Yes, sir.

MR. FRAWLEY: Your Honor, these are post-trial motions for the trial we tried before Your Honor July 21 through 25. Your Honor granted me 10 days to do my post-trial motions. We filed three post-trial motions 10 days later, on August 4, and served them the same day.

The post-trial motions we're going to argue to Your Honor are a Notice of Motion motion for JNOV or, in the alternative, a new trial absolute; a Notice of Motion motion for a new trial pursuant to the 13th Juror Doctrine; and a Notice of Motion motion to reduce verdict or, in the alternative, for a new trial *nisi*.

Your Honor, I've filed and provided Your Honor and Mr. Moore with a 17-page memorandum September 2 that sets out all my arguments. I'm not gonna reiterate every one of those arguments. I am going to highlight some of them though, Your Honor.

We have handed up to Your Honor an additional case that I did not site in my memorandum. And it's the case of *Chastain vs. ANMED Health Foundation*. Chastain is C-h-a-s-t-a-i-n. ANMED is A-N-M-E-D Health Foundation. That's a

1 2010 South Carolina Supreme Court case that's found at 694
2 S.E. 2nd 541. I'll argue that when we get to the third
3 motion, Your Honor.

4 With regard to the JNOV motion, I -- we -- we've set
5 up the standard -- Your -- Your Honor's aware of the
6 standard for JNOV. There are two causes of action that
7 went to the jury in this case: abuse of process and
8 malicious prosecution.

9 Our position is that there was no evidence that would
10 convince a reasonable juror as to all of the required
11 elements for either of those causes of action that went to
12 this jury.

13 In the abuse of process cause of action there are two
14 elements: One is an ulterior motive or ulterior purpose;
15 and the other is an improper or unlawful use of the
16 process.

17 With regard to the ulterior purpose component, we've
18 cited in our brief the case of *Huggins* -- H-u-g-g-i-n-s --
19 vs. *Winn Dixie*. It appears at 153 S.E. 2nd 693. In
20 *Huggins*, the Court there said that the improper purpose
21 element generally takes the form of coercion to obtain a
22 collateral advantage not proper in the proceedings itself.
23 The example they use is "such as the surrender of property
24 or payment of money."

25 And they talk about a negotiating process between the

1 parties engaged in the one process in order to gain a
2 collateral advantage in the other process. There was no
3 evidence of that in this case.

4 There was no evidence of the Richland County Sheriff's
5 Department or of Lieutenant Heidi Scott attempting to
6 negotiate with -- with Ms. Paschal at any time in this
7 case, nor to try to get collateral advantage for the
8 Richland County Sheriff's Department in another process.

9 The Richland County Sheriff's Department's only
10 process in this case was the investigation that they got
11 from the Forest Acres Police Department that was referred
12 to them.

13 Now, Ms. Paschal attempted to infer an improper
14 relationship between Richland County Sheriff's Department
15 and the Wallace's when she testified that she saw, at one
16 of the search warrant incidences, that Lieutenant Scott and
17 Ms. -- Ms. Wallace, the -- Elizabeth Wallace, one of the
18 adult children, had their heads together and were giggling
19 at her. That was one of her testimony.

20 The other was that she tried to argue in her -- or
21 testified in -- in her testimony that she recalled -- and
22 I'm still not clear on what the "gathering" was -- but some
23 kind of social gathering -- a wedding reception, a dinner,
24 or something -- where Sheriff Lott, before he was Sheriff,
25 was there with Jeffrey Wallace or someone else who knew

1 Jeffrey Wallace; and tried to infer that there was some
2 kind of personal relationship because of that.

3 We had not planned on even calling Sheriff Lott as a
4 witness to the case because he was not named in his
5 individual capacity. He had no direct knowledge of what
6 was going on in this case, that had been delegated to other
7 -- other officers in his chain of command. But once that
8 came out with Ms. Paschal's testimony, we did bring him in.
9 And his testimony, if Your Honor recalls, was that he had
10 no idea who this guy was, who -- who Jeffrey Wallace was.

11 But -- but because Ms. Paschal made that remark,
12 offered that testimony, however tenuous it was, that was
13 her attempt to -- to create that ulterior purpose. There
14 was no reliable evidence, no evidence upon which a
15 reasonable juror should have been able to establish any
16 kind of improper purpose or ulterior motive. Those were
17 the two things they went on trying to infer that evidence
18 by innuendo, and that -- that should -- should have been
19 improper.

20 We site, Your Honor, in our memorandum, the case of
21 *Watson vs. Suggs*. It's 437 S.E. 2nd 172. In that case,
22 there was some evidence, a remark that was made about what
23 someone knew about a property line. That was a land-line
24 dispute. And that was allowed to be the evidence that --
25 that allowed the case to survive JNOV or a motion for a new

1 trial.

2 The trial judge in that case was Judge Baggett. Judge
3 Baggett, when he denied the motion, said, "I totally
4 disagree with the verdict, but my hands are tied," because
5 there was, in his opinion, some evidence that went to the
6 jury on that issue.

7 That case was appealed, and the Court of Appeals said
8 that it's not just some evidence. It has to be some
9 evidence that comports with the standards enunciated in
10 prior case law.

11 In this case, Ms. Paschal, being able to -- to wildly
12 speculate that two people giggling, if in fact they were
13 giggling, creates this ulterior purpose for abuse of
14 process; or her dim recollection that there was a dinner
15 party or a wedding or something, twenty years before that
16 the Richland County Sheriff was at, that established an
17 ulterior purpose. That does not comport with the case law
18 that interprets what -- what that ulterior purpose should
19 properly be.

20 We would argue that the *Huggins* case is close to that,
21 and *Huggins* says there has to be some kind of attempt, an
22 overt attempt, to gain an advantage in a collateral process
23 and some -- negotiating process, and there was none of that
24 here.

25 Even on the second prong of the abuse of process

1 requirement, it recalls some -- it -- it requires some
2 improper use of -- of the process, and Ms. Paschal and her
3 -- her attorney hammered over and over and over again that
4 SC Code Section 22-5-110 was the core of that improper use
5 of the process, that there was a Richland County law
6 enforcement officer who came into Lexington County to get
7 an arrest warrant, and that that somehow violated the terms
8 of Section 22-5-110 with regard to jurisdiction.

9 First, the word "jurisdiction" doesn't appear in that
10 statute at all. There's no language in that statute -- and
11 we said this repeatedly to the jury and the statute was in
12 evidence. There's no language in there indicating a
13 jurisdiction issue. There's no language in there
14 indicating that Richland County law enforcement officers
15 are precluded from getting an arrest warrant in Lexington
16 County. There's nothing in there about that.

17 And the -- the statute is not directed to law
18 enforcement officers who are seeking arrest warrants. It's
19 directed toward magistrates who are issuing arrest
20 warrants.

21 So their argument that Lieutenant Scott violated that
22 statute by coming into Lexington County and -- and putting
23 forth her -- her affidavit to a Lexington County magistrate
24 to -- to get an arrest warrant, that she somehow violated
25 the statute. That's just not -- not correct. It's not

1 directed to her, it's directed to the magistrate.

2 This magistrate, Judge Scott Whittle, could have
3 issued a courtesy summons, under the terms of that statute,
4 if he chose to do that. He treated her as a law
5 enforcement officer. She testified she went in there as a
6 law enforcement officer, identified herself as a law
7 enforcement officer, and that statute was complied with.
8 So there was no evidence going to this jury from which a
9 reasonable juror could have concluded that either of the two
10 prongs for abuse of process were met.

11 As to the other cause of action that went to the jury,
12 it's malicious prosecution. There are five elements to
13 that, three of which we take the position there was not
14 evidence going to -- to the jury from which a reasonable
15 juror could have concluded that they met their -- their
16 requirement of proof.

17 The first one, and the foremost one, is a favorable
18 termination in the matter in the plaintiff's favor. What
19 happened in this case is that the two arrest warrants were
20 dismissed. Why they were dismissed there's still no direct
21 evidence on it. There's no -- no written order from the
22 judge who dismissed them, there's no transcript from the
23 judge who dismissed them, no evidence there. We've got
24 some inferences that it was dismissed through lack of
25 probable cause, but nothing direct from the Court.

1 But -- but that was not a favorable determination of
2 the -- of the entire matter that was then pending, and is
3 still pending against Ms. Paschal. Ms. Paschal had a
4 criminal investigation ongoing at that time in Richland
5 County against her. These two arrest warrants were a
6 spillover, across the river, getting into Lexington County;
7 and it was really part of the -- the Richland County
8 investigation.

9 When she got those two arrest warrants dismissed, the
10 Richland County Investigation was still going on. It's
11 going on to this day, and there are two arrest warrants in
12 Richland County that -- that are still active and -- and
13 they're in evidence, Plaintiff's Exhibits No. 23 and 24.

14 There was not a favorable termination for Ms. Paschal
15 in this case. There was simply an amelioration of the
16 Lexington County component of this investigation. The
17 investigation is still ongoing. So they did not meet that
18 prong.

19 We've cited Your Honor the case of McKenny vs. Jack
20 Eckerd. It's at 402 S.E. 2nd 887. And that case says that
21 in order to bring a malicious prosecution claim, the
22 charges dismissed have to be dismissed for reasons which
23 imply or are consistent with the South Carolina Tort Claims
24 Act. And we've -- in No. 9, we've said that the evidence
25 at trial established discretionary immunity pursuant to

1 that code section. And then we cited the case of Long vs.
2 Seabrook, 197 S.E. 2nd 659, for the proposition that in a
3 tort suit against a public official, whose duties are
4 discretionary, it must be shown that the performance or
5 non-performance of those duties the public official was
6 guilty of corruption, bad faith, or influenced by malicious
7 motives before recovery can be had.

8 Lieutenant Scott consulted with not just one, but two
9 solicitors to determine whether there was probable cause
10 and what should be done in following this Richland County
11 investigation across the river into Lexington County. Ms.
12 McDuffie we brought in as a witness. She testified to what
13 she -- she said and what happened there.

14 There was also -- I think it was Exhibit 7 and Exhibit
15 8, Defense exhibits, which were the CD or the -- the tape
16 of the November 14 telephone conversation between Heidi
17 Scott and Eleventh Judicial Circuit Assistant Solicitor
18 Dayton Riddle, going over what was discussed in that
19 telephone conversation.

20 And clearly there's -- there's no question that
21 Lieutenant -- Lieutenant Scott attempted to get input from
22 -- from solicitors with regards to what she could do, that
23 that was an attempt by her to -- to -- to operate
24 reasonably under the circumstances. In acting on that, she
25 went to -- to Judge Whittle and obtained the warrant.

1 I think under the discretionary immunity defense, we
2 had proven that she did make a conscious choice between
3 competing alternatives, and given the suggestions from
4 McDuffie and from Whittle -- not Whittle -- Riddle, Dayton
5 Riddle, her choice comported with the standards in the
6 industry. She -- she waited for legal advice and she acted
7 on it.

8 We'll rely on our memorandum for the other grounds
9 upon which we're basing our motion for JNOV and new trial
10 absolute.

11 Your Honor, I can argue the other two right now and
12 have Mr. Moore respond, or I can sit down and let him
13 respond to this first one, however Your Honor would rather
14 do it.

15 THE COURT: Argue them all, please.

16 MR. FRAWLEY: All right. Your Honor, the second
17 motion that we've raised is under the 13th Juror Doctrine,
18 and we're asking that motion for a new trial. And we've
19 cited case law in our memo with regard to the law on -- on
20 the 13th Juror.

21 And our -- our position is that the jury's verdict is
22 contrary to the fair preponderance of the evidence. Your
23 Honor, there's -- there's no reasonable evidence and -- and
24 I think in -- under the 13th Juror, Your Honor can get into
25 the weighing of the evidence. This isn't just an "any

1 evidence" standard like a directed verdict or a JNOV
2 motion. In a 13th Juror motion, Your Honor can, sitting as
3 the 13th juror, weigh the evidence and determine, within
4 Your Honor's discretion, whether there is sufficient
5 evidence to -- to support the verdict. And we're taking
6 the position that -- that there is not -- there's no
7 evidence -- no reasonable evidence, if you want to weigh
8 it, that the relationship between the Richland County
9 Sheriff's Department and the Wallace's existed.

10 The Richland County Sheriff's Department got a report
11 from the Forest Acres Police Department, investigated that
12 report, followed the evidence, and prosecuted it based on
13 the evidence. There was no evidence of a prior
14 relationship between Heidi Scott or Sheriff Lott or anybody
15 with the -- with the Sheriff's Department that would have
16 established any bias in favor of the Wallace's nor against
17 Ms. Paschal.

18 They -- they did their job, they investigated it, they
19 pursued it to the extent they should have, they tried to
20 get advice from -- from solicitors and they acted on their
21 advice and in -- as a reward for that, they wind up in a
22 lawsuit.

23 Lieutenant Scott gave the case to a Lexington County
24 Sheriff's detective, Steve Baumgardner, to look at. And
25 the -- the plaintiff kept saying, "Steve Baumgardner said -

1 - gave it back to them and said, "There -- there is no
2 probable cause."

3 When I cross-examined Steve Baumgardner, he was
4 insistent and he was repeatedly testifying that what he
5 said, with regard to probably cause, was, "I do not find
6 probable cause at this time."

7 He said that on direct because I picked up on that,
8 and then I asked him, "Well, what do you mean 'at this
9 time'?"

10 Detective Baumgardner said he's the white-collar guy
11 in -- in Lexington County, and he said, "White-collar crime
12 is an insidious crime. It's not something that you find
13 right out in the open. You gotta look for it. You gotta
14 hunt for it. It takes time to do that."

15 And he admitted that in the three-and-a-half-week
16 period he had, from the time he was given this file to the
17 time he had to go out on medical leave and gave it back to
18 Heidi Scott, that was not sufficient time for him to have
19 found probable cause at that time.

20 Heidi Scott had the case for eight and a half or nine
21 months before it ever went over to Baumgardner. And -- and
22 repeatedly what was said to this jury was that Steve
23 Baumgardner said there is no probable cause, and they never
24 added the full part of that that said "at this time." They
25 never added Steve Baumgardner's caveat that he didn't have

1 enough time to look at it.

2 And the jury ignored that. What -- what they got
3 swept up in was not the evidence and not the testimony.

4 The overwhelming evidence that was -- the overwhelming
5 argument that was put before this jury in the -- in the
6 closing argument were basically two things. And the first
7 was this -- this image of Kay Paschal, wrapped in a sheet,
8 naked and cold, on a concrete, urine-smelling floor --
9 which is the way plaintiff's counsel argued it -- of the
10 Lexington County Detention Center.

11 Richland County Sheriff's Department has nothing to do
12 with the -- with the Lexington County Detention Center.
13 And having someone come in there, be booked, and spend the
14 night there as a -- as -- as a inmate or as a detainee, and
15 be stripped of their clothing and given a sheet, is not
16 something that is normal process, is not something that
17 should have been anticipated by them, and was certainly not
18 foreseeable.

19 But that's what was hammered into this jury and -- and
20 the jury picked up on that. The jury went with that, and
21 they ignored the evidence that they had to review. They
22 ignored the probable cause evidence of the three search
23 warrants that were there.

24 The other part of that that -- that was -- was focused
25 on was the David Wallace estate, the probate matter that

1 went on in Richland County. That was existing before any
2 of this happened with regard to the Sheriff's Department.
3 The Sheriff's Department didn't have a dog in that fight,
4 but they kept talking about that, and -- and kept harp --
5 harp -- harping on the fact that the love story that --
6 that Ms. Paschal had with -- with Mr. Wallace and -- and
7 that's she's took care of him for eight years.

8 No question she did that. That wasn't a central issue
9 to this case. What was an issue to this case was whether
10 she had falsified a power of attorney -- for whatever her
11 reasons -- whether she falsified that power of attorney and
12 whether she had presented it in Lexington County.

13 And -- and for the power of attorney, we had forensic
14 document experts who -- who reviewed it and -- and gave
15 their opinions with regard to whether it was legitimate,
16 and -- and what they said in this material that went into
17 evidence -- that this jury had the opportunity to review
18 had they done it in the two hours that they deliberated --
19 was that of the 12 pages in the power of attorney, there
20 was internal inconsistencies in the paper stock and there
21 were inconsistencies in the font that was used. And the
22 initials on the front page of -- of the first page, which
23 is the only page that made Ms. Paschal the power of
24 attorney, were inconclusive or inconsistent with regard to
25 whether they were Mr. Wallace's.

1 At best that was a questionable power of attorney. At
2 worst, it was -- it was fraudulent. And it was recorded
3 eight years after it was executed, three days after Mr.
4 Wallace has a debilitating stroke. I mean, all
5 questionable issues that -- that -- that merit an
6 investigation by a law enforcement agency. And -- and the
7 jury ignored all that.

8 What they -- what they paid attention to was the --
9 the "sheet on the floor" argument, and this probate court
10 matter where Ms. Paschal testified that she was forced to --
11 - to settle, she had to settle, she had no option. And
12 that totally disregarded the fact that she signed an
13 affidavit and a stipulation, withdrawing her claim as a --
14 as a spouse, relinquishing a spousal share in that six
15 million dollar estate. And then -- that's -- that's
16 Defendant Exhibit 18.

17 Defendant's Exhibit 20 was the probate court order
18 approving that agreement, in which the Court had asked the
19 parties, including Ms. Paschal, whether they entered into
20 it freely and voluntarily. She said she did. Yet she
21 testified at trial, "They made us." In other words, I
22 didn't freely and voluntarily enter into it. And that was
23 argued to this jury, that she was cheated out of her
24 spousal share. But not by Richland County Sheriff's
25 Department, by the very people with whom she settled, the

1 Wallaces, who were not there.

2 So all of that together -- and -- and we've set out
3 all of the evidence that we have in our -- in our
4 memorandum -- I'm not going to go over everything --
5 setting over what -- what the evidence actually was. Not -
6 - not the myth, not the story about the love -- love
7 interest, but what the evidence was that was in
8 documentation or in testimony, that this jury should have
9 paid attention to, but they did not. They got swept away
10 in the emotions. The very thing I asked them not to do was
11 the very thing they did do.

12 And I -- we would ask Your Honor under the 13th Jury
13 Doctrine -- 13th Juror Doctrine, to consider all of that,
14 and -- and give us a -- give us a new trial.

15 Your Honor, under the 13th Juror Doctrine, it is not
16 an anti-evidence standard as JNOV would be. It's a -- it's
17 a weighing of the process, and we're asking Your Honor to
18 weigh the evidence and find that -- that there was not a
19 fair preponderance of the evidence, and the verdict of this
20 jury was swept away by emotion and was contrary to the fair
21 preponderance of the evidence in this case.

22 Finally, Your Honor, our third motion is for a
23 reduction of the verdict in the event Your Honor does not
24 give us a new trial. We -- we've cited language in our
25 memorandum, specifically on page -- page 15 is where it

1 starts. And -- and what we say in there is -- is from the
2 case law, the cardinal rule of statutory construction is to
3 ascertain and effectuate the intent of the Legislature.
4 You know, what does the Legislature mean when they put
5 these things in -- in statutes.

6 And then we cite several South Carolina Tort Claims
7 Act statutes (as read): "It is declared to be the public
8 policy of the State of South Carolina and its political
9 subdivisions that they are the only -- that they will only
10 be liable for torts within the limitations of the South
11 Carolina Tort Claims Act; and in accordance with the
12 principles established herein." That's South Carolina Code
13 An, Section 15-78-20(a).

14 (As read) "The provisions of the Tort Claims Act,
15 establishing limitations on and exemptions to the liability
16 of the state, its political subdivisions, and employees,
17 while acting within the scope of official duty, must be
18 liberally construed in favor of limiting the liability of
19 the State." That's Section 15-78-20(f).

20 (As read) "The provisions of this chapter establish
21 limitations to and exceptions to the liability of the
22 governmental entity, and must be liberally construed in
23 favor of limiting the liability of the governmental
24 entity." That's an entirely different section, Section 15-
25 78-200.

1 Further evidence of the legislative intent that we
2 cited on page 15 is after the Tort Claims Act, some of the
3 provisions were -- were vacated in -- in the mid '90s, and
4 then it was reenacted in 1997, as far as the -- the caps.

5 1997, Act No. 155, part 2, section 55(a) provides that
6 (as read) "Because of the unique nature, role, funding, and
7 function of government, the general assembly has never
8 intended that the government nor tax payers would be
9 subject to unlimited liability for tort actions against the
10 government."

11 It goes on to say that (as read): "This section shall
12 clarify any ambiguity in the general assemblies intent that
13 there remain reasonable limits upon recovery against the
14 government for tort actions, and that the government is
15 only liable for torts as expressly prescribed and
16 authorized by the South Carolina Tort Claims Act."

17 That indicates the legislative intent. The
18 legislative intent is that you can sue the government, but
19 there are going to be limitations to it.

20 There was no competent evidence at trial as to the
21 probable cause for damages that -- that would come anywhere
22 near the 1.61 million dollar verdict that this jury
23 returned. It was all speculative, and clearly was this
24 jury getting caught up in -- in the emotions. The only
25 damages evidence at trial that even had a number on it was

1 Ms. Paschal's setting out the \$75,000 figure that she would
2 agree to put herself out for if she was going to hire on
3 somewhere as -- as a 70-year-old associate, if and when she
4 reapplied to get her -- her law license back.

5 There's no evidence of counseling for mental or
6 emotional distress, there was no evidence of -- of any
7 other monies that she spent. There was mention of attorney
8 fees, but never a figure that was put in.

9 There was no number, if you apply any kind of multiple
10 to it, that is going to come even in the neighborhood of
11 1.61 million dollars. It was purely speculative.

12 The Lexington County Sheriff's Department Detention
13 Center issue, again, that's not something that -- that
14 Richland County had any control over, nor was it
15 foreseeable.

16 And the Wallace probate court matter was something
17 that she settled. She was resolved in that, that she had
18 no claim to it; and even if she had had a claim, there was
19 no evidence that the Richland County Sheriff's Department
20 had anything to do with her -- her losing that matter.

21 One other point I want to point out, she testified --
22 and -- and counsel said numerous times -- that every time
23 something came up in the Richland County Probate Court, the
24 Richland County Sheriff's Department had some kind of
25 impediment where she could not attend. And I asked her,

1 "Well, which ones are you talking about?"

2 We've got a November 15 arrest warrant that, after
3 talking to her attorneys that same afternoon, she went to
4 the Sheriff's Department and turned herself in November 16,
5 at 5:30 in the morning. She had a hearing later that day,
6 and -- and when I asked her, "Well -- well, do you know if
7 your law firm -- if your attorneys know how to request a
8 continuance from the Court?" And she said she assumed that
9 -- assumed that they did. She didn't know if they did or
10 not. But there's no indication that there was any attempt
11 to request a continuance because of her unavailability.

12 When I asked her what other times besides that one,
13 and she "crawfished" on that, "Well, I -- I don't
14 remember." And she finally said it was "often that it
15 happened," but she could never give me a second time.

16 There was mention that -- I think the time she was
17 supposed to go back to her Lexington County home, that's
18 when the Sheriff's Department showed up, on the Lexington
19 County Sheriff's search warrant.

20 But there was no indication of any other time, nor any
21 pattern or practice to -- for the Richland County Sheriff's
22 Department to interfere with her probate court matter. The
23 -- the only thing that they had was that one arrest
24 warrant, which she found out about the day before; and she
25 had plenty of opportunity, through her law firm, to request

1 that -- that that matter be continued.

2 There was no evidence shown that the continuance
3 request was made and denied. There was nothing.

4 We ask Your Honor to reduce the verdict, in the event
5 that you do not grant us a JNOV and do not grant new trial.
6 We ask Your Honor to reduce the verdict in conformance with
7 the South Carolina Tort Claims Act and South Carolina Code
8 Annotated, Section 15-78-120(a)(1).

9 We've -- I've already talked about the Legislative
10 intent.

11 One of the things that I understand has come up is --
12 is whether -- first, whether there are multiple occurrences
13 in this case. I would direct Your Honor to the complaint.

14 In the plaintiff's complaint, there are two causes of
15 action which went to the jury. Those are: Their first
16 cause of action, for abuse of process; and their second
17 cause of action, for malicious prosecution.

18 If you look at paragraphs 29 and 31 of their abuse of
19 process cause of action, the factual basis for their claim
20 is in paragraph 29 (as read): "Pursuant to South Carolina
21 statutes, defendant Heidi Scott had no jurisdiction nor
22 authority to sign an arrest warrant against the plaintiff
23 as she did."

24 Paragraph 31 (as read): "In furtherance of the abuse
25 of -- of -- of the lawful processes, defendant Heidi Scott

1 did sign a warrant, in November of 2011, for the arrest of
2 the plaintiff; and as the result of the illegal warrant,
3 the plaintiff was arrested."

4 In that cause of action, you've got -- their -- their
5 central occurrence is that she signed an arrest warrant.
6 Now, in point of fact, she didn't sign an arrest warrant,
7 she signed an affidavit after the judge said, "Yeah.
8 That's probable cause. Let me type it up for you."

9 So she did sign the affidavit, but what she did,
10 according to their allegations in paragraphs 29 and 31, is
11 she signed arrest warrants. That's one occurrence.

12 In their second cause of action, the only other one
13 that went to the jury, in paragraph 39, they allege (as
14 read): "The signing of the warrant was without authority
15 and was without probable cause."

16 So it's clear at this point that the gravamen of their
17 case is the signing of the arrest warrant. It's -- it's
18 one thing that was done November 15 of 2011. It is one
19 occurrence.

20 Now, one of the issues that's come up is the
21 definition of "occurrence" under Section 15-78-30. I
22 believe it's paragraph G. I can't remember.

23 They're maintaining that the occurrence has to be the
24 unraveling -- or "unfolding of events naturally from a
25 single act of negligence," and those last two words in

1 there say "negligence." And they're saying because abuse
2 of process are intentional acts and do not have negligence
3 components to -- to them, that therefore, the caps don't
4 apply at all.

5 If Your Honor, again, gives ear to the legislative
6 intent and -- and the overall reading of the South Carolina
7 Tort Claims Act, it's clear that the Legislature never
8 intended to have any kind of unfettered or unlimited
9 liability for -- for the State.

10 One thing I mention in passing -- my -- in my
11 memorandum is -- is if -- if we're going to cherry-pick two
12 words out of an entire act and say that those two words
13 take the recovery out from under the caps, I got a
14 comparable argument that, given the language in Sections
15 15-78-20 and 15-78-200, that the Tort Claims Act is to be
16 liberally construed so as to narrowly allow recovery, that
17 if -- then intentional acts aren't covered at all by the
18 Tort Claims Act. And if they're not, they can't sue us
19 because it's the exclusive and only way you can go after a
20 governmental entity. And if it's not provided in there,
21 then -- then they can't sue us.

22 That's clearly not the intent. Either one of those
23 interpretations are wrong. If -- if you look at the
24 Legislative intent, the government can be sued, but there
25 are limitations; and the limitations should be the caps

1 imposed by Section 15-78-120(a)(1).

2 We think it was one occurrence. It's not multiple
3 occurrences. They got two causes of action, but that
4 doesn't make it multiple occurrences.

5 Now, Your Honor, we handed up the *Chastain* case to
6 you, and the copy I've given Mr. Moore also has the same
7 portion highlighted. It's a -- the copy I've given you is
8 two pages, and I've highlighted the second page.

9 This was the case in which a patient went into a
10 hospital, in -- into ANMED Health Foundation. She was
11 treated there and she -- she brought suit. She didn't like
12 the way she was treated. She had an amputation and some
13 other issues, so she sued the hospital. She sued six of
14 the nurses who treated her.

15 And there was -- there was a verdict returned against
16 her, and they moved -- Defense moved to have it reduced.
17 Now, their lawsuit was actually brought under Section 33-
18 56-180. It's a charitable immunity statute, but that
19 interprets -- or -- or incorporates the Tort Claims Act
20 caps, and under -- under that, it would 15-78-120(a)(1),
21 which is the same section we've got here.

22 And the trial judge there reasoned with regard to the
23 number of occurrences. They tried to argue -- when the
24 motion to reduce was made, the plaintiffs tried to argue
25 that there were multiple occurrences; therefore, we're not

1 limited to -- to just a 3 -- \$300,000 cap.

2 And the Court -- we've highlighted what -- what they
3 said in there. The Court found first, that (as read): "A
4 plaintiff bears the burden of proof with regard to the
5 number of occurrences, and that the verdict form that came
6 back for this case, awarding this plaintiff damages, was a
7 general verdict form and did not have any kind of special
8 interrogatories in it asking for the number of
9 occurrences."

10 So the jury -- or -- or the judge had -- had no way of
11 interpreting whether the jury found multiple occurrences or
12 -- or what there was. Since the plaintiff had the burden
13 of proof, they went with the assumption that it was a
14 single occurrence.

15 So we would argue that under the *Chastain vs. ANMED*
16 case, as it's applied to 15-78-120(a)(1) and the occurrence
17 issue, that there was only one occurrence.

18 And we'll rely on our memorandum for the rest of our -
19 - the -- the other grounds we've raised, and I'll turn the
20 floor over to Mr. Moore at this point. Thank you, Your
21 Honor.

22 THE COURT: Okay. Hold on just a second. Take a five
23 minute break, and I'll hear from you.

24 (Off the record at 2:45 p.m.)

25 (On the record at 2:56 p.m.)

1 MR. MOORE: Thank you, Your Honor. May it please Your
2 Honor, we also have filed a memorandum, and I would rely on
3 that for most of what I have to say.

4 Your Honor, in this case, the defendant elected to
5 take this case to trial. There was -- we went to a
6 mediation. There was zero offer and there was zero offer
7 throughout the entire trial.

8 And it was the defendant's right to take this case to
9 trial. There's no question about that. They had the
10 absolute right not to argue anything, not to engage in
11 legitimate settlement discussions, to basically stonewall,
12 and take the case to a verdict.

13 But the jury heard the evidence, and the jury was
14 properly instructed as to the law. I think we -- I don't
15 think there were any exceptions to the charge.

16 There was no proof of passion, prejudice, or caprice
17 that we have seen that has been pointed out. There is no
18 doubt but that we argued to the jury, and there is no doubt
19 but that we placed matters into evidence. But there's
20 nothing that we have seen that counsel can point to to say
21 that there was a passion or prejudice of some fashion.

22 There were -- there was nothing indicating prejudice
23 upon this jury: They had no friends to reward nor enemies
24 to punish. They were selected as a rational, unbiased
25 jury; the Court qualified them as such. We asked all of

1 the voir dire questions. They knew neither side. They had
2 no bias. They had not been represented by either side.
3 They all indicated they could be fair and impartial.

4 And is there anything that can be pointed to? Mr.
5 Frawley says, well, I should have said that Mr. Baumgardner
6 found no probable cause -- I should have said "at this
7 time." But of course Mr. Baumgardner testified, "Well, I
8 continued my investigation and never found any probable
9 cause." So I don't see any proof of passion, prejudice, or
10 caprice.

11 One of the things that we do have, which is sacred in
12 this country, is the right of a trial by jury, and the
13 defendant elected to force this case to trial. It was
14 their decision not to engage in good faith negotiations in
15 light of everything that they knew was coming and in light
16 of everything they saw. And it was their election to allow
17 the thing to go to the jury, and the jury spoke.

18 You know, you had damage to professional reputation,
19 emotional distress, humiliation, embarrassment, legal fees,
20 loss of income, suspension from your profession. All of
21 those things were basically placed into the record. Now, I
22 know that you may not be able to go into a department store
23 and put an actual, precise price on that.

24 Counsel talks about multipliers. Multipliers only
25 come into effect, that I've ever heard, when we talk about

1 punitive damages. There's nothing to indicate that there
2 was any multiplier ever used by any jury. The jury looked
3 at this case in its entirety, and they looked at what this
4 lady had been put through and apparently came to the
5 conclusion that it was pretty horrific.

6 And they did what the Court asked them to do. As I
7 recall the instructions, the Court told them that you
8 cannot put a price tag on these things, but that someone
9 has to be the judge, someone has to say.

10 And they did what the Court asked of -- asked them to
11 do. They went back and in a very deliberative fashion,
12 over a significant period of time, debated, deliberated,
13 listened to the charge, and basically considered those
14 element of -- elements of damage which the Court told them
15 they had every right to consider.

16 I -- I keep hearing about this passion and this
17 prejudice and this caprice in some fashion. But Your
18 Honor, if you believe the version of this case that was
19 presented, which they obviously did, what happened was
20 really horrific.

21 Your Honor, in regard to the argument they make in
22 regard to the caps, we have the South Carolina Tort Claims
23 Act, which has the statement of public policy actually
24 written into the act. We don't need to go to an editor's
25 comments. The actual statement of public policy is written

1 into the act, and it says that the State is to be liable as
2 anybody else, except for the exclusions that are applied.

3 Actually, the language of 15-78-40 is very, very
4 specific. It sets for the general rule. The general rule
5 is this (as read): "A governmental entity is liable for
6 its torts in the same manner, and to the same extent, as --
7 as a private individual under like circumstances..."

8 And then it says (as read): "... subject to the
9 limitations or liability and damages and exemptions
10 contained herein."

11 So the general rule is the government is liable like
12 anybody else. The limitations come later.

13 In the case of *McBride vs. the School District of*
14 *Greenville County*, which was handled by my law firm, the
15 government's liability in tort includes liability for
16 intentional torts of malicious prosecution and abuse of
17 process. The Court very clearly stated that malicious
18 prosecution and abuse of process come within the purview of
19 15-78-40.

20 Your Honor, in the case of Leon -- *Swicegood vs. Leon*
21 *Lott*, a case which I took to the Court of Appeals, the
22 Court again recognized liability for abuse of process under
23 15-78-40. Counsel basically argues that there has to be
24 some sort of threat or something of that nature. In
25 *Swicegood*, like here, it involved an arrest.

1 They -- the elements of abuse of process and malicious
2 prosecution were both explained to the jury. The elements
3 of abuse of process and malicious prosecution were agreed
4 to in the jury charge.

5 The Court has already looked at this case and
6 determined that there are factual questions for the jury as
7 to intent, malice, probable cause, and all those factors.
8 And of course, those are questions of fact.

9 Your Honor, when we talk about the -- the caps which
10 apply, there's a -- counsel talks about the construction --
11 rules of construction. But under the case of *Hodges vs.*
12 *Rainey*, which is 533 S.E. 2nd 578, our courts have said
13 when the language is clear on its face, there are no rules
14 of interpretation necessary. When a statute's language is
15 plain and unambiguous, the rules of statutory
16 interpretation simply aren't needed.

17 There's also -- and I'm not good at Latin, and Brooks
18 found these for me. But there's a Latin expression which
19 says "*expressio unius est exclusio alterius*." What that
20 means is if you express and include one thing, there is an
21 implication that the other is excluded. So let's take an
22 act -- look at what the actual cap language says.

23 The cap language is generally accepted as being an
24 exception to the generalized rule. The general rule is the
25 State's liable like anybody else. So the exception says

1 (as read): "No person shall recover, in any action or
2 claim brought hereunder, a sum exceeding \$300,000 because
3 of loss arising out of a single occurrence, regardless of
4 the number of agencies or political subdivisions involved."

5 At first blush, one would say, "Well, then you're
6 limited to \$300,000." The problem is when we go to the
7 statutory definition of "occurrence," the statutory
8 definition of "occurrence" says (as read): "Occurrence
9 means an unfolding sequence of events which proximately
10 flow from a single act of negligence."

11 This case has nothing to do with negligence. This
12 case is a -- two separate intentional torts, malicious
13 prosecution and abuse of -- abuse of process.

14 So Your Honor, if we go back to the code section, and
15 instead of using the word "occurrence," we use the
16 definition of "occurrence," the exception reads like this
17 (as read): "No person shall recover, in any action or
18 claim brought hereunder, a sum exceeding \$300,000 because
19 of a loss arising from an unfolding sequence of events,
20 which proximately flow from a single act of negligence."

21 Well, when we read the definition of the word
22 "occurrence" and place that within the language of the
23 exception to the general rule, it becomes readily clear,
24 under simple English language, that the exclusion, the cap,
25 only applies to acts of negligence. And again, the general

1 rule is recognized that the State is liable for its torts
2 just like anybody else.

3 What has happened here, I would -- would guess, is
4 that the Legislature has engrafted language from a
5 liability insurance policy onto the code section dealing
6 with torts and has taken the definition directly out of
7 what would be a classic liability insurance policy dealing
8 with acts of negligence.

9 So the real question here is if you have an
10 intentional act, are intentional acts covered by the caps?
11 That's the question. And the answer is we think, clearly,
12 "no." If we read the language as English, the answer is
13 "no" because the caps, by definition of the word
14 "occurrence," only apply to acts of negligence.

15 So the general rule says they're liable fully; the
16 policy says their limitation is only as is set forth in the
17 exceptions; the exceptions say the caps only apply to
18 negligence. There is nothing that they can point to, that
19 we know of, that takes out the word "negligence" from the
20 caps.

21 Now, no matter how artfully they may want to try and
22 craft it, the word "occurrence" is the -- the triggering
23 word in the cap sections, and the word "occurrence" only
24 applies to negligence. Again, if we superimpose the
25 definition of "occurrence" onto the cap language, it

1 becomes crystal clear what the Legislature said (as read):
2 "No person shall recover, in any action or claim brought
3 hereunder, a sum exceeding \$300,000 because of loss arising
4 from an unfolding sequence of events, which proximately
5 flow from a single act of negligence."

6 When the definition is superimposed onto the cap rule,
7 we respectfully submit that the caps do not apply to
8 intentional acts. And there is nothing in any Legislative
9 history, there is nothing in any language of the statute,
10 there is nothing anywhere they can point to that says that
11 the caps apply to an intentional act.

12 As a matter of fact, the actual language of the code,
13 the primary language of the code basically says it is the
14 intent of South Carolina for the State to be liable for its
15 torts just like anybody else.

16 The -- they -- they refer to an editor's note -- they
17 refer to an editor's note which, of course, is not law and
18 actually doesn't comport with the Legislative intent as set
19 forth in the actual code. The -- the -- the case basically
20 is -- the caps simply do not apply to intentional acts.

21 We also know that the intentional acts of malicious
22 prosecution and abuse of process are within the purview of
23 the Tort Claims Act. They're stuck with the verdict.
24 Again, we know that -- we know the elements of abuse of
25 process, and the jury was told the elements of abuse of

1 process.

2 Mr. Frawley made a wonderful argument in trial. He
3 did a great job with examination of the witnesses. He made
4 the same arguments to the jury he made today. But the jury
5 listened to the law on abuse of process, and basically
6 found that there were facts from which they could find the
7 use of the process was aimed at an illegitimate collateral
8 objective, and they found for Ms. Paschal.

9 Malicious prosecution, there's six elements. The
10 Court properly charged those elements. The Court found
11 that there were fact -- the Court stated -- as already
12 stated, the Court found factual questions for the jury.
13 And if there are factual questions for the jury, which
14 there were, and the jury was properly charged, which it
15 was, at that point in time, it is up to the jury to
16 basically render a verdict, which it did.

17 And again, it -- it -- it's impossible to understand
18 how the defendant continues to argue some sort of passion,
19 prejudice, or caprice in light of the devastating nature of
20 what they did has impacted this lady.

21 Your Honor, again, we -- we -- we're beating a dead
22 horse. We've been over this over and over again in regard
23 to what Ms. Scott did, what she didn't do.

24 Your Honor, this case is one where we've already
25 argued these same things ad nauseam. I'm not going to take

1 up any more time. We've submitted a memorandum. I simply
2 would again like to thank the Court for its courtesies
3 throughout the trial, and we do believe this verdict should
4 be left undisturbed. Thank you, Your Honor.

5 THE COURT: Thank you, Mr. Moore. All right. Any
6 response?

7 MR. FRAWLEY: Just real brief reply, Your Honor. Your
8 Honor, with regard to the general rule that was -- was
9 mentioned, if Your Honor looks at Section 15-78-120(a),
10 that section begins by saying (as read): "For any action
11 or claim for damages brought under the provisions of this
12 chapter" -- that's the Tort Claims Act -- "the liability
13 shall not exceed the following limits..." and then it gets
14 into the caps. For any action, intentional tort, any
15 action.

16 There's language that we've already cited that the
17 Tort Claims Act is the exclusive avenue for -- for suing
18 the -- the -- the government in tort, whether it's
19 negligence torts or -- or intentional torts. And 120(a)
20 covers what the general rule is.

21 It's not a matter of simple English. That's like --
22 like a comedian trying to tell a joke and then having to
23 explain it later on. He -- he goes from -- from 15-78-
24 30(g) which -- which has the negligence part in, then he
25 has to go to a different section then a different section.

1 That is some interpretation of Legislative intent, and the
2 Legislative intent is clearly set out in the -- in the
3 earlier portions of the Tort Claims Act which -- which I
4 mentioned.

5 Now, Mr. Moore has misapprehended the editor's note
6 cite I have in my memorandum. The editor's note I have is
7 where I got the portion that is actually 1997 Act No. 155,
8 Part -- Roman Numeral Two, Section 55. That is an act.
9 That is law.

10 It -- it appears in the editor's note because I had to
11 cite something Monday night when I couldn't get the 1997
12 acts anywhere, and the only place I could find it was in --
13 in Volume 7 of the -- of the *Thompson* book for -- for Title
14 15. That's why I cited it the way I did. But that's an
15 act, it's 1997, Act No. 155, Part 2, Section 55. It's not
16 just an editor's note.

17 Your Honor, again, there's been way too much
18 speculation in this case, speculation as to the -- as to
19 the damages, speculation as to whether there -- there was
20 or was not probable cause to support these -- these
21 warrants; and -- and there was clearly evidence that --
22 that these -- these warrants were -- were supported by --
23 by proper -- probable cause. And -- and we would ask that
24 Your Honor rule accordingly. Thank you, Your Honor.

25 THE COURT: All right. Anything else?

1 MR. MOORE: No, sir, Your Honor. Thank you.

2 THE COURT: Thank you very much. I'll notify you of
3 my decision in writing.

4 MR. FRAWLEY: Thank you, Your Honor.

5 MR. MOORE: Thank you, Your Honor.

6 (Off the record at 3:16 p.m.)

7

8 -- END OF TRANSCRIPT RECORD --

CERTIFICATE

I, the undersigned Bonnie H. Kelly, 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 all the proceedings had and evidence introduced in the hearing of the captioned cause, relative to appeal, in the Eleventh Circuit Court for Lexington County, South Carolina, on the 5th day of September, 2014.

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

Bonnie H. Kelly, CVR

Official Court Reporter

Columbia, South Carolina

August 19, 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
William P. Keesley, Circuit Court Judge

Case No. 2012-CP-32-0342

Kay Paschal Wallace, ...

Respondent,

v.

Leon Lott, the Duly Elected Sheriff of
Richland County, South Carolina, ...

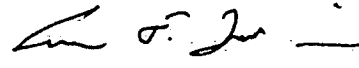
Appellant.

NOTICE OF APPEAL

The Appellant Leon Lott appeals the jury verdict and Judgment entered July 28, 2014, trial rulings and post-trial rulings including the denial of directed verdict motions and the Order Regarding Defendant's Post-Trial Motions issued by the Honorable William P. Keesley, filed December 11, 2014.

The Appellant's counsel received written notice of entry of the final order adjudicating all parties' post-trial motions, which is the Order Denying Motion to Alter or Amend filed April 30, 2015, on May 14, 2015.

DAVIDSON & LINDEMANN, P.A.

BY: 
ANDREW F. LINDEMANN
1611 Devonshire Drive
Post Office Box 8568
Columbia, South Carolina 29202
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PATRICK J. FRAWLEY
DAVIS FRAWLEY, LLC
140 East Main Street
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Lexington, South Carolina 29071
(803) 359-2512

Counsel for Appellant Leon Lott

May 27, 2015

Other Counsel of Record:

S. Jahue Moore
Moore Taylor Law Firm, P.A.
1700 Sunset Boulevard
Post Office Box 5709
West Columbia, South Carolina 29171
(803) 796-9160

Counsel for Respondent

FORM 4
FILEDSTATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEASJUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP3200342

ORIGINAL

Kay Paschal Wallace

2014 JUL 28 AM 8:11

Don Lot

RECEIVED

Heidi Scott

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

MAY 27 2015

PLAINTIFF(S)

SC Court of Appeals
DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☒ JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.Additional Information for the Clerk: THE PARTIES WERE GRANTED 10 DAYS TO FILE WRITTEN
POST-TRIAL MOTIONS.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

William P. Huddy
Circuit Court Judge

2050
Judge Code

7/25/2014
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

S. Jahue Moore PO Box 5709 West Columbia, SC 29171

ATTORNEY(S) FOR THE PLAINTIFF(S)

Patrick John Frawley PO Box 489 Lexington, SC 29071-0489

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg /mh

Court Reporter

Beth A. Carrigg - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FILED

STATE OF SOUTH CAROLINA, 2014 JUL 28 AM 8:01
) IN THE COURT OF COMMON PLEAS
 COUNTY OF LEXINGTON,)
)
 KAY PASCHAL,)
)
 Plaintiff,)
)
 -vs-) VERDICTS
)
 LEON LOTT, THE DULY) Case Number: 2012-CP-32-00342
 ELECTED SHERIFF OF)
 RICHLAND COUNTY, SOUTH)
 CAROLINA,)
)
 Defendant.)

I. AS TO THE CAUSE OF ACTION FOR MALICIOUS PROSECUTION

WE, THE JURY, UNANIMOUSLY FIND:

[☒] for the plaintiff, Kay Paschal.

or

[☐] for the defendant, Leon Lott, the duly elected Sheriff of Richland County.

II. AS TO THE CAUSE OF ACTION FOR ABUSE OF PROCESS

WE, THE JURY, UNANIMOUSLY FIND:

[☒] for the plaintiff, Kay Paschal.

or

[☐] for the defendant, Leon Lott, the duly elected Sheriff of Richland County.

DIRECTIONS: IF YOU HAVE FOUND FOR THE PLAINTIFF, KAY PASCHAL, UNDER EITHER OF THE CAUSES OF ACTION ABOVE, PLEASE GO TO SECTION III. IF YOU

HAVE FOUND FOR THE DEFENDANT, RICHLAND COUNTY SHERIFF'S OFFICE, ON BOTH OF THE CAUSES OF ACTION ABOVE, PLEASE STOP HERE AND DELIBERATE NO FURTHER.

III. WE UNANIMOUSLY AWARD THE PLAINTIFF THE AMOUNT OF :

\$ 1,610,000, ACTUAL DAMAGES.

July 25, 2014

Jury Foreman

Jeff Merrill

Judge: Wm. P. Keesley
Court Reporters: Sheppard (7/21/2014 through 7/24/2014)
Theume (7/25/2014)

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP3200342

Kay Paschal Wallace

Leon Lott

Heidi Scott

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
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☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
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☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
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☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

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Additional Information for the Clerk: _____

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Circuit Court Judge

Judge Code

12/23/2014

Date

For Clerk of Court Office Use Only

CPFORM4Cm

SCCA SCRPC Form 4C (Revised 3/2013)

This judgment was entered on 23rd of December 2014, and a copy mailed first class/emailed/ placed in the appropriate attorney's box on 23rd of December 2014, to attorneys of record or to parties (when appearing pro se) as follows:

S. Jahue Moore PO Box 5709 West Columbia, SC 29171

ATTORNEY(S) FOR THE PLAINTIFF(S)

Patrick John Frawley
PO Box 489 Lexington, SC 29071-0489

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/mh

Court Reporter

Beth A. Carrigg - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Kay F. Paschal,

Plaintiff,

vs.

Leon Lott, the Duly Elected Sheriff
of Richland County, South Carolina,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE ELEVENTH JUDICIAL CIRCUIT

C/A No. 2012-CP-32-00342

ORDER REGARDING
DEFENDANT'S
POST-TRIAL MOTIONS

FILED

2014 OCT 11 PM 2:21

WPK #1
The Defendant has filed three post-trial motions: a Motion to Reduce Verdict by granting a New Trial *Nisi* (New Trial *Nisi Remittitur*), or in the alternative to impose the statutory cap of \$300,000; a Motion for Judgment Notwithstanding the Verdict (JNOV); or in the Alternative for a New Trial Absolute; and, a Motion for a New Trial Pursuant to the Thirteenth Juror Doctrine. The motion to reduce the verdict to \$300,000 is granted. The remaining motions are denied. While the court is seriously concerned about the cumulative effect of the forceful presentation of issues that seemed irrelevant, abandoned, or barred by *res judicata*, it is the court's conclusion that the jury's verdicts must be given deference, the overall trial was fair, that there was sufficient evidence to support the jury's verdicts, and that the jury's verdicts should be allowed to stand.

1. The damage cap under § 15-78-120 is applicable and limits recovery to \$300,000.

The Plaintiff contends that the damage cap in the South Carolina Tort Claims Act ("SCTCA") does not apply because the jury found intentional torts. If the court believes that the cap does apply, the Plaintiff argues that the proper cap is \$600,000.

It is the Plaintiff's argument that the statutory cap only applies in cases where the governmental entity has injured the plaintiff by an act of negligence. This argument is tied to the

definition of "occurrence" found in the statute. While the Plaintiff makes a concrete argument, it is the court's view that the language should be read to place a cap of \$300,000 for the conduct involved here.

An injured party may sue a governmental entity for all torts, intentional and negligent. Pursuant to § 15-78-40, "[a] governmental entity [is] liable for [its] torts in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages, contained herein." The government's liability in tort includes liability for the intentional torts of malicious prosecution and abuse of process. *McBride v. School Dist. Of Greenville County*, 389 S.C. 546, 689 S.E.2d 845 (Ct. App. 2010). See also *Swicegood v. Lott*, 379 S.C. 346, 665 S.E.2d 211 (Ct. App. 2008), which involved the identical Plaintiff's firm and the same Defendant at bar here.

WPM
#2
Pursuant to § 15-78-120(a)(1) and (2) (emphasis added):

(a) For any action or claim for damages brought under the provisions of this chapter, the liability shall not exceed the following limits:

(1) Except as provided in Section 15-78-120(a)(3), no person shall recover in any action or claim brought hereunder a sum exceeding three hundred thousand dollars because of loss arising from a single *occurrence* regardless of the number of agencies or political subdivisions involved.

(2) Except as provided in Section 15-78-120(a)(4), the total sum recovered hereunder arising out of a single *occurrence* shall not exceed six hundred thousand dollars regardless of the number of agencies or political subdivisions or claims or actions involved.

The Plaintiff cites S.C. Code § 15-78-30(g) (emphasis added):

(g) "Occurrence" means an unfolding sequence of events which proximately flow from a single act of *negligence*.

It is the Plaintiff's position that these sections should be read together so that the statutory damage caps only apply to causes of action for negligence. The cardinal rule of statutory

WPH
#3

construction is to ascertain and effectuate the intent of the legislature. *Shirley's Iron Works, Inc. v. City of Union*, ___ S.C. ___, ___, 743 S.E.2d 778, 784 (2013) citing *Hodges v. Rainey*, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000). "It is declared to be the public policy of the State of South Carolina that the State, and its political subdivisions, are only liable for torts within the limitations of [the South Carolina Tort Claims Act] and in accordance with the principles established herein." *S.C. Code Ann.* §15-78-20(a)(1986 as amended). "The provisions of this chapter establishing limitations on and exemptions to the liability of the State, its political subdivisions, and employees, while acting within the scope of official duty, must be liberally construed in favor of limiting the liability of the State." *S.C. Code Ann.* §15-78-20(f)(1986 as amended). "The provisions of this chapter establish limitations on and exemptions to the liability of the governmental entity and must be liberally construed in favor of limiting the liability of the governmental entity." *S.C. Code Ann.* §15-78-200(1997 as amended).

Further evidence of legislative intent in enacting the SCTCA is found in the Editor's Note to the Thomson-West 2005 edition of the main volume following the "HISTORY" for §15-78-200, which statute was passed as 1997 Act No. 155, Part II, §55B, in which the editor quotes the immediately preceding section—1997 Act No. 155, Part II, §55A—as providing:

SECTION 55A. The General Assembly finds:

(1) that because of the unique nature, role, funding, and function of government, the General Assembly has never intended that the government or taxpayers would be subject to unlimited liability for tort actions against the government;

(2) that this section shall clarify any ambiguity in the General Assembly's intent that there remain reasonable limits upon recovery against the government for tort actions, and that the government is only liable for torts as expressly prescribed and authorized in the "South Carolina Tort Claims Act."

7 Code of Laws of South Carolina, *Civil Remedies and Procedures*, p. 836, §15-78-200, Ed. Note (Thomson-West 2005 Edition).

It is this court's opinion that the caps were intended to apply to torts and that the language should be read to limit recovery in this case. Citations to a case excluding the caps for a statutory whistleblower remedy do not control the situation here. The Plaintiff's recovery is in tort.

The Plaintiff also argues that, even if the cap applies, she is entitled to \$600,000. The jury awarded a verdict for Ms. Paschal on both claims for malicious prosecution and abuse of process. The Plaintiff argues that the malicious prosecution involved the Defendant's harassment, search, and arrest of Ms. Paschal without probable cause. She argues that the abuse of process was based upon the Defendant's use of the legal process to interfere with and restrict Ms. Paschal's ability to engage in civil litigation related to an estate. She recognizes that the conduct of the Defendant in both of the causes of action is intertwined, but believes that she would be entitled to the \$600,000 cap because the impact on Ms. Paschal's life was distinct and the claims were distinct.

The problem with her post-trial argument is that she admitted that the damage calculations for the causes of action were identical. At trial, the parties agreed that the damages would be the same under either theory of recovery, and they agreed to submit the case using a general verdict form for damages. The actions amounted to one occurrence.

2. The motions for JNOV and for new trial are denied.

The Defendant seeks to have judgment notwithstanding the verdict, failing which there are various motions for new trial. Those motions are denied.

The Defendant asserts that the Plaintiff failed to prove the requisite elements of her causes of action for Abuse of Process and Malicious Prosecution. The arguments center around

the assertion that there was insufficient competent evidence as to the elements of these offenses, and that there was insufficient evidence of damages and proximate cause.

The court disagrees with the assertion that there is insufficient evidence as to the elements of the causes of action. The court also disagrees with the Defendant's interpretation of the evidence related to damages and proximate cause, except to the extent that it concerns the assertions about the Plaintiff's inability to pursue her claims against the estate in Richland County. Insofar as the mental and emotional damages suffered by the Plaintiff, including the indignities associated with her incarceration, the court finds that there is evidence from which a reasonable juror could determine extensive damages. Further, as to her loss of earning potential as an attorney, the evidence presented would justify the jury in making a substantial award of damages.

WPC
#5

The court does have serious concerns with the repeated focus by the Plaintiff on aspects that dealt with missing Probate Court hearings and her loss of a claim related to the estate. In the court's view, these claims were largely unproven to the extent that there was not sufficient competent evidence on that subject for the jury to consider them as being proximately caused by any wrongdoing on the part of the Defendant. Except as to a possible motive for the actions being taken against the Plaintiff, the court feels that many of the things related to the Probate Court that were discussed in testimony should have been avoided because they were irrelevant, abandoned, or barred by *res judicata*. It is concerning that the efforts to segregate issues may have been compromised. Defense counsel was placed in a very difficult situation regarding objections. When the court ruled, there were several times when it seemed that the banned issues crept back into the discussion.

The court felt that it clearly ruled that the Plaintiff settled her case with the alleged co-conspirators who were her adversaries in the Probate Court matter. She entered into a settlement agreement that was binding upon her. Nevertheless, the Plaintiff and her attorney kept bringing up things that, in the court's view, she was not allowed to pursue. For these reasons, extremely serious consideration has been given to the Motion for a New Trial under the Thirteenth Juror Doctrine.

During the interim since these post-trial motions were argued, the court has wrestled with the overall question of whether the trial was fair. The court acknowledges that it was far from a perfect trial. The court has evaluated whether there is any indication that the jury based its verdicts on improper grounds, and whether the forcefulness of asserting improper elements into the case tainted the Defendant's ability to receive a fair trial from an impartial jury.

WRP
#6
Considering the evidence in totality, there is considerable evidence to support substantial damages being awarded to the Plaintiff on a general verdict form. The Plaintiff is a licensed attorney. By virtue of her license, she has enhanced sensitivity to being charged with a crime. There is evidence that she is near the end of her career and that she had come through all those years without any significant brushes with law enforcement. Her alleged misconduct in Lexington County was claimed to be related to property crimes and things that did not appear to warrant an extreme sense of urgency in making an arrest. Ms. Paschal was accused of misusing or forging a power of attorney in order to purchase a handicapped-accessible van for the handicapped person with whom she lived. The evidence is certainly capable of more than one interpretation, but it can reasonably be interpreted to support the conclusion by a jury that overzealous, ill-willed, and improper prosecution was conducted by the Defendant as to the Lexington County charges. So, while the court has concerns, it has not been shown that the

verdict was the product of passion, prejudice, caprice, or any improper motive or misconduct on the part of the jury that would justify setting the verdicts aside.

As to whether the court applied the law properly, that has been the cause of some angst in evaluating the post-trial motions. Some of this relates to the proper interpretation of S.C. Code Ann. § 22-5-110 and its applicability to the evaluation of the actions of the Defendant's deputy. Some of it relates to the immunity under the SCTCA. During the trial, the court found a statute that seemed to deal with when it was appropriate for officers from one jurisdiction could proceed with investigations in another jurisdiction, and the court believed the reference to the "only" method was instructive. The attorneys for both sides seemed to disagree, stating that references to that statute in the charge were not warranted since it dealt with joint task force situations. The jury charge was modified to remove that reference, at the request of both attorneys.

WPC
#7

The Defendant argues that § 22-5-110 is not jurisdictional and applies to the magistrates issuing warrants, not to the law enforcement officers seeking them. That was strenuously argued during trial. Viewing the totality of the circumstances, the court finds that sufficient evidence was presented to enable the jury to determine that the conduct of the Defendant in pursuing and obtaining the arrest warrant that is the subject of this action was contrary to the procedure provided in S.C. Code Ann. § 22-5-110, that the Defendant was put on notice by the 11th Circuit Solicitor's office of the applicability of that statute, that there was mention to the Richland County Lieutenant about Magistrates having to issue a courtesy summons in some situations, that the Richland County Deputy failed to alert the Magistrate about the information she obtained related to a courtesy summons, and that she withheld from the Magistrate the fact that the Lexington County Sheriff's Office's investigation did not conclude that charges were warranted (though the court acknowledges that there is an argument about there being a *caveat* concerning

the Lexington County Sheriff's investigation being halted for other reasons). The jury evaluated the motive, and it was within its province to do so and to reach the conclusions it apparently did.

The court disagrees with the Defendant's argument that there is no evidence that the matter terminated in the Plaintiff's favor, which is an element for malicious prosecution. This argument is based on the fact that there is still an ongoing investigation for matters that allegedly occurred in Richland County. In the court's view, there is sufficient evidence from which the jury could determine that the Lexington County matter terminated in the Plaintiff's favor.

WPA
#8

The court also disagrees that there is a lack of evidence that the Richland County Sheriff's Department acted with malice in instituting or continuing the proceedings, and a lack of evidence about the Defendant instituting or continuing an action that lacked probable cause. Again, the jury could have reached a different result, but there is sufficient evidence to allow the jury to draw those conclusions.

The Defendant argues that the Defendant acted in good faith in seeking the advice of the Solicitor's offices in Lexington and Richland Counties. The evidence at trial showed that this Defendant did contact the prosecutors' offices and received advice. There is a dispute as to whether there was a full and complete disclosure of all material facts, and whether the Defendant acted and relied upon such advice in good faith before seeking the arrest warrants in Lexington County.

The issues related to immunity under S.C. Code Ann. § 15-78-60(3), (4), and (5), were also raised as a ground for a new trial. Having considered the arguments presented on these defenses, the court finds that there is sufficient evidence to allow the jury to determine that these immunities did not preclude recovery in this case.

The court rejects the argument that there was no evidence from which a reasonable juror could have concluded that the damages awarded were proximately caused by any act or omission of this Defendant, with the award of damages being so grossly excessive as to be the result of passion, caprice, prejudice, or some other influence outside of the evidence at trial. The court denies the motions for setting aside the verdict and for a new trial in this regard.

WPK
#9
The Defendant asks the court to reduce the verdict far below the \$300,000 amount, if the verdicts are allowed to stand and if the court does not grant a new trial absolute. When a jury's verdict is inadequate or excessive, the trial judge has the discretionary power to grant a new trial *nisi*. *V.E. Amick & Associates, LLC v. Palmetto Environmental Group, Inc.*, 394 S.C. 538, 549, 716 S.E.2d 295, 300-301 (Ct. Ap. 2011), citing *Hawkins v. Greenwood Development Corporation*, 328 S.C. 585, 600, 493 S.E.2d 875, 883 (Ct. Ap. 1997). The consideration of a motion for a new trial *nisi* requires the judge to consider the adequacy of the verdict in light of the evidence presented. *Id.*

For the reasons stated above, the court declines to reduce the verdict further. The Motion for New Trial, *Nisi Remittitur*, is denied. It is the court's view that it was foreseeable that having someone arrested and placed in jail would subject that individual to the type of treatment that the Plaintiff testified as having occurred. In the court's view, there was evidence that the things that took place at the Lexington County Detention Center were the direct, natural, and proximate result of the Defendant's actions.

The more difficult decisions relate to the arguments that the verdict was somehow improperly tainted by swaying the jury based on passion, prejudice, sympathy, or some other improper influence. It was permissible for Plaintiff's Counsel to communicate the imagery of

the Plaintiff forced to be naked or wrapped in a sheet while in the Lexington County Detention Center. Far more troubling, as indicated above, were references to the Richland County Probate Court dispute with the Wallace children, and repeatedly faulting the Richland County Sheriff's Department for the Plaintiff being forced to settle her spousal share claim and renounce her claim to being David Wallace's common-law spouse. While those are troubling, the issue often came where there was no objection or with voluntary questioning that elicited the response.

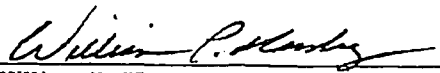
The Defendant takes issue with the Richland County Deputy being accused of perjury, the alleged mischaracterization of the Lexington County Investigator's determination that there was insufficient probable cause, and the alleged mischaracterization of the dismissal of the arrest warrants at the Preliminary Hearing as being based upon lack of probable cause. In the court's view, none of those arguments warrant setting aside the verdicts, reducing the verdicts below the cap, or granting a new trial.

WRM
#10
There was evidence that the Richland County Lieutenant did not know the meaning of foundational words that she used in her affidavit to obtain the arrest warrant. There is evidence from which the jury could conclude that she intentionally failed to disclose to the Magistrate the fact that the Lexington County Sheriff's Department investigated the matter and declined prosecution. There is evidence that she was put on notice by the 11th Circuit Solicitor's office that there was a procedure for a courtesy summons, but did not reveal that to the Magistrate, seeking an arrest warrant where a summons would have worked fine. As to the Lexington County Sheriff's Office's investigation, there was evidence that the additional information obtained has not changed the position to stand by the initial finding of lack of probable cause.

Finally, the court has revisited the grounds for directed verdict raised during trial. The court finds nothing in those rulings that now cause it to set aside the verdicts or grant a new trial.

THEREFORE, IT IS ORDERED that the motion to impose the \$300,000 cap under the SCTCA is granted. All other post-trial motions are denied. The Plaintiff shall have judgment against the Defendant in the amount of \$300,000.

AND IT IS SO ORDERED.



William P. Keesley
Circuit Judge

December 9, 2014

#11

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 12 CP- 342

Ray Paschal

Leon Rott

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant

DISPOSITION TYPE (CHECK ONE)

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IT IS ORDERED AND ADJUDGED: ☒ See attached order ☐ Statement of Judgment by the Court:

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		\$

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Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 18 day of May 2015 and a copy mailed first class, placed in the appropriate attorney's box or emailed to all parties on this 18th day of May, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Vake Meane

ATTORNEY(S) FOR THE PLAINTIFF(S)

Pat Frawley

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth Camigg Inh

CLERK OF COURT

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

KAY F. PASCHAL,

Plaintiff,

-vs-

LEON LOTT, THE DULY ELECTED
SHERIFF OF RICHLAND COUNTY,
SOUTH CAROLINA,

Defendant.

IN THE COURT OF COMMON PLEAS

ORIGINAL

ORDER DENYING MOTION
TO ALTER OR AMEND

Case Number: 2012-CP-32-00342

The plaintiff filed a motion to have the court reconsider and to alter or amend the order ruling on post-trial motions. Having reconsidered the matter, the court declines to alter or amend the prior order.

WPK
#1
Pursuant to Rule 59(f), SCRCP, the parties were notified that the court would decide this motion on written submissions. The reconsideration motion included citations of authority and arguments. The plaintiff advised the court that it did not intend to provide further submissions. The defendant filed a Return dated January 9, 2015.

The gist of the assertions in the pending motion relate to the plaintiff's belief that the monetary caps in the South Carolina Tort Claims Act only apply to negligence claims. It is the court's determination that the issues raised in the pending Rule 59 motion were fully briefed, argued, and ruled upon. The defendants have provided additional citations in the Return, which the court believes are additional supporting grounds for its prior ruling.

Page | 1

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CLERK OF COURT
LEXINGTON, SC

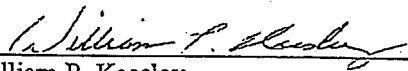
ORIGINAL

Having fully reconsidered all the issues raised in the Rule 59 motion, including the reconsidering the prior arguments made and memoranda submitted, the court finds no basis to alter or amend its previous order.

THEREFORE, IT IS ORDERED that the motion to alter or amend is denied.

AND IT IS SO ORDERED.

April 27, 2015



William P. Keesley
Judge

#2

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BEVERLY A. DARRING
CLERK OF COURT
LEXINGTON, SC

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Common Pleas Court

William P. Keesley, Circuit Court Judge

Appellate Case No. 2015-001153
Civil Action No. 2012-CP-32-0342

RECEIVED
JUN 10 2015
SC Court of Appeals

Leon Lott, the Duly Elected Sheriff of
Richland County, South Carolina.....Respondent-Appellant,

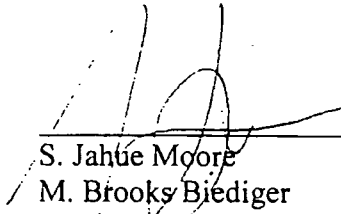
v.

Kay F. Paschal.....Appellant-Respondent.

NOTICE OF CROSS APPEAL

Kay F. Paschal hereby cross appeals the Orders of the Honorable William P. Keesley dated December 9, 2014, and April 27, 2015. Counsel for Ms. Paschal has not received a Notice of Appeal in this matter.

June 10, 2015.


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Telephone: (803) 806-8222
Attorneys for Leon Lott

CERTIFICATE OF COUNSEL

RECEIVED

JUL 20 2016

SC Court of Appeals

The undersigned counsel certifies that the Record on Appeal contains all material proposed to be included by all parties and not any other material.

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*Counsel for Appellant/Respondent
Leon Eott*

Columbia, South Carolina

June 30, 2016

CERTIFICATE OF COMPLIANCE

RECEIVED

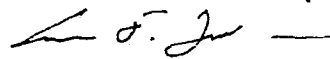
JUL 20 2016

SC Court of Appeals

The undersigned counsel for the Appellant/Respondent Leon Lott certifies that the Record on Appeal complies with the Supreme Court's Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, issued April 15, 2014.

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June 30, 2016