



The South Carolina Court of Appeals

5-7-19

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

Jenny Abbott Kitchings

RECEIVED

MAY 08 2019

SC Court of Appeals

Attn: Ms. Kitchings

If you would, please attach this paperwork to the South Carolina Court of Appeals In the Matter of the Estate of Thomas G. Moore, County of Florence, SC 29501.

Case No: *2018-001144* - Probate Court
Case Moore Vs Moore

*Phillip moore send this lettler
to Dennis moore,*

4-25-19

This letter is to refresh the minds of Judge Scott, Judge Russo, Pierce Campbell, Thomas Moore, Francine Lawson and Linda Moore if she was living today. I must exclude David Parant being Pennis Moore's 4th attorney and coming into this Probate not knowing what went on at the opening of the Probate and through the Dec. and July Hearings. ALL the names above (except Parant) knew that Phillip Moore had taken the position By Himself to defend our parents Probate against the thief, Pennis Moore. The Lead Attorneys were the attorneys that Phillip Moore retained NOT Pierce Campbell. Phillip Moore and his Lead Attorneys intended to defend and handle every issue in this Probate without any help from any other attorney (including Pierce Campbell). The documents (Enclosed) with this letter will prove that Phillip Moore (ALONE) handled the Probate for Thomas Moore, Francine Lawson and Linda Moore from day one against the thief Pennis Moore. Why I am writing this letter is to respond to the lien that was put on Linda Moore's Probate. My blood pressure went sky high due to the lien document Francine Lawson gave me signed by Thomas Moore for Linda to pay $\frac{1}{4}$ on his Personal Attorney fees he owed Pierce Campbell. The Fact is that Phillip Moore has handled every issue for Linda Moore and Francine Lawson since day one and I will be the 1st one there with testimony under oath and documents to prove this is another scam by Thomas Moore just like he is trying to do with the undated, unsigned letter. I don't know who's Idea it was to put this lien on Linda Moore. The question I want to know was it Pierce Campbell, Thomas Moore or Barbara Moore. I DONT KNOW BUT HERE IS MY RESPONSE.

① Linda is not living today but I will tell you this Thomas Moore, you are just spinning your wheels and wasting your time because you not going to get SHIT out of Linda Moore's Probate to pay your Personal Attorney.

(over)

RECEIVED

MAY 08 2019

SC Court of Appeals

- ② I Phillip Moore was defending this Probate just fine for the remaining 4 Heirs against Dennis Moore since day one. Phillip Moore did not need Pierce Campbell's help nor did Francine Lawton and Linda Moore.
- ③ Phillip Moore, Francine Lawton and Linda Moore did not ask you to retain Pierce Campbell.
- ④ It was Thomas Moore's decision (Himself) to hire his Personal ATTORNEY. Thomas Moore have you forget you came to me out of the blue and ask Phillip Moore at the Auto Auction to Loan you \$1000.00 to retain a attorney to represent ONLY YOU? I LOANED you the \$1000.00 not knowing why you wanted to hire your Personal attorney, but I found out the reason in the Hearing December 22, 2015 when you and Pierce Campbell ambushed the other Heirs with this undated, unsigned letter to take away the issue of the Richland County Property.
- ⑤ I have asked Thomas Moore twice to Re-pay the Loan Phillip Moore gave him to retain his Personal ATTORNEY Pierce Campbell and he has not attempted to re-pay the Loan. As I told Pierce Campbell in a letter, Thomas Moore will not pay Jesus Christ.
- ⑥ The fact is and it is NO Different, Dennis Moore was Ordered to put the money back in the Probate Acct. when he retained his personal attorney David Smith. Porter Stewart was Dennis Moore's let attorney at the Deposition Phillip Moore paid for before the Dec. 22, 2015 Hearing. after all the checks and documents Phillip Moore submitted at the Deposition that Porter Stewart seen we never seen Porter Stewart again, he ran like a rabbit. From then on Dennis Moore has to pay for his personal attorneys out of his own pocket.
- ⑦ When this Probate comes back to Florence, S.C. to be closed Phillip Moore, Francine Lawton and Linda Moore if one were living would demand Thomas Moore to put the \$2774.52 back in the Probate Acct. paid to his Personal attorney after the Dec. 22, 2015 Hearing.

(over)

(3)

- ⑧ Next, I would like to answer Thomas Moore when he stated that Linda Moore said she would pay on his attorney fees. Linda Moore is not with us today but, Phillip Moore will answer that - Thomas Moore you are telling a bold face Lie, Linda never told you NO SUCH THING. Linda Moore knew for a fact before she passed away that Phillip Moore was defending her in this Probate from day one before Pierce Campbell came into the picture. Linda has passed away and can't defend herself so when you mention what Linda said I think Phillip should ask the Judge to INVOLVE THE DEAD MAN'S STATUTE.
- ⑨ Thomas you retained Pierce Campbell as your Personal Attorney for one reason, to submit the undated, unsigned letter in the Probate and state what Pierce Campbell did, so pay the man out of your pocket and quit crying like a baby. Again, Dennis Moore has to pay ALL HIS PERSONAL ATTORNEYS after Porter Stewart, so we think you should do the same.
- ⑩ Nobody knows what condition Linda Moore was in mentally and physically through out this Probate EXCEPT Francine Lawton and Phillip Moore.
- ⑪ Phillip Moore has already went to Court for a Hearing on a situation with a Lien on Linda Moore when she was living before THIS Lien. Dennis Moore retained Gary Finhlea to put a lien on her Condo. When the Judge found out Linda's condition with dementia and Linda can't remember exactly what had transpired with the Condo stated by Phillip Moore, The Judge denied the lien to be put on Linda Moore. And do you really think Judge will believe you that Linda told you she would pay $\frac{1}{2}$. Have a little common sense.
- ⑫ Thomas, what did you mean when you stated $\frac{1}{2}$. I understood that you are stating Phillip Moore is to pay $\frac{1}{2}$. Now I know you are crazy as HELL. I am not going to pay a dime of

(over)

your Personal ATTORNEY FEES. I, Phillip Moore has paid all the Lead Attorneys I retained out of my own pocket in this Probate from the beginning, so don't come crying on our shoulders to help pay yours. Like I mention before, who ever idea it was to put a lien on Linda Moore in her condition needs to have their lead examine.

(13) I would like for Everyone to look at the statement Phillip Moore received from Sweeney. Phillip Moore intended to handle the issues without Pierce Campbell. Before the Hearing Phillip Moore made a request to his Lead Attorney - Kathy Elmore not to divide these issues with Thomas Moore's personal attorney. The request was denied.

(14) Dennis Moore and Thomas Moore should have better sense to let all their ATTORNEYS suck up ALL of our parents money that they worked hard for and saved. I never knew that the both of you were so dumb,

(15) Also, I wanted to tell Dennis Moore and Thomas Moore. Don't be scared to talk to me face to face. Forget about this Probate we still are blood brothers. I'm not going to hunt neither one of you. I can't believe you Thomas Moore, when I personally went to your trailer to get the \$2000.00 a month letter signed to give Judge Scott to help Linda Moore in her condition with the doctors and medicine she needed. Thomas why didn't you come to the door and talk to me face to face. Instead you hid in the trailer and had your wife at the door translating your messages. Both of you act like children

(16) Lastly - TO: Pierce Campbell and David Durant - Don't under-estimate Phillip Moore not contacting the S.C. Court of Appeals after Pierce Campbell's Motion and David Durants final appeal. This Probate belongs to Phillip Moore as well as Dennis Moore and Thomas Moore. I sold my House at 3401 Chantry Court. If any of you want to say anything about this letter or anything else, Please don't hesitate to call me at 843-601-3347. See you Guys:

Phillip R Moore Sr.

1st - There was a hearing when the Probate opened. The hearing was about a check Tammy Jackson had against the Estate. Present was - Porter Stewart - Penn's attorney and Pennis Moore
Tammy Jackson and her attorney

Phillip Moore attended the hearing to listen and take notes.

Pierce Campbell was NOT involved

Before everyone reads this, I would like to ask Mr. Purant where is the Bag that Phillip Moore had checks in, I looked in the Probate File and all around the Court Room Looking FOR THAT BAG. Come on Purant you suppose to be a skill attorney, you can think of a better Lie than that. The fact is we don't believe nothing you say - Coming in late in this Probate - You Know Nothing.
TO: Pennis Moore - You better have the pictures of our parents furniture to match my pictures and where all the furniture went that Judge Scott Ordered in the Transcript when the Probate closes back in Florence, S.C. Specially the BOAT that Judge Scott stated 3 times in the transcript to TAKE OUT. You or Judge Scott has to answer to what is stated in the Transcript. Don't believe that Phillip will be by himself when

2nd - Phillip Moore retained the McEachin Law Firm 4-1-2014 (himself) to remove Dennis Moore from P.R. This attorney was retained for Phillip Moore, Thomas Moore, Francine Lawton and Linda Moore.

Pierce Campbell was NOT involved.

McEachin & McEachin Law Firm

NOTES

RECEIPT

RECEIVED FROM Phillip Moore DATE 2/18/14 NO. 416884

ADDRESS _____

FOR CONSULTATION \$ 150.⁰⁰

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	<input checked="" type="checkbox"/>
AMT. PAID	<u>150 00</u>	CHECK	
BALANCE DUE		MONEY ORDER	

BY McEachin & McEachin
JRM

©2001 RECEIPTFORM 81806

NOTES

RECEIPT

RECEIVED FROM Phillip Moore DATE 4-1-14 NO. 416884

ADDRESS _____

FOR 1,500.⁰⁰ retainer + 150.⁰⁰ filing fee \$ 1650.⁰⁰

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	<input checked="" type="checkbox"/>
AMT. PAID	<u>1650 00</u>	CHECK	
BALANCE DUE		MONEY ORDER	

BY JRM

©2001 RECEIPTFORM 81806

3rd - Phillip Moore retained Sweeny, Wingate & Barrow June 17, 2014 to be the Lead Attorney in this Probate for Phillip Moore, Thomas Moore, Francine Lawton and Linda Moore. Enclosed is a list of every Issue in this Probate to be dealt with in Court submitted to Dennis Moore's attorney Porter Stewart.

Still Pierce Campbell was NOT involved

S·W·B

3

SWEENEY WINGATE & BARROW P.A.

June 17, 2014

Reply to: Main Office

Matthew J. Myers
(803) 256-2233 x 118
mjm@swblaw.com

Phillip Moore
3401 Chance Court
Florence, SC 29501

RE: Estate of Thomas Gaddy Moore

Dear Phillip:

Thank you for the opportunity to be of service to you with your father's estate. This letter is written to confirm in writing the services to be performed, fees charged for those services, and other terms of the attorney-client relationship.

Scope of Work

You have asked Sweeney, Wingate & Barrow, P.A. (hereinafter the "Firm"), to represent you with regard to the investigation of your father's estate assets and the actions of his personal representative, your brother, and to perform such other actions related these services as authorized by you. As we have discussed, this will involve asking your brother's attorney for information and subpoenaing other information as may be necessary. If the investigation reveals wrongdoing by your brother, then we can assist you with the appropriate petition for relief.

Fees and Costs

In consideration of the services to be performed by the Firm, you agree to compensate the Firm based the time spent on your behalf, including time spent to date, at the following hourly rates: \$200 per hour for me or any other Firm attorney, except for managing partner Kenneth Wingate, only if necessary, at the rate of \$375 per hour, and \$110 per hour for the work of any Firm paralegal. I will endeavor to do as much work myself as possible, unless it can be done by a paralegal at a savings to you. Time will be recorded and in increments of 1/10th of an hour, and will include time already expended on your behalf, including any initial consultations.

You also agree to reimburse the Firm for costs advanced on your behalf, including but not limited to items such as copy services, mailing services, filing fees, travel, express delivery, and couriers. The firm may also charge you a reasonable fee to retrieve your file from storage after the termination of services.

RECEIPT		Date <u>7/28/14</u>	No. <u>197006</u>
Received From <u>Phillip Moore Sr.</u>			
Address <u>3401 Chantz Ct.</u>			
<u>Florence, SC 29501</u>		Dollars <u>(\$2000.00)</u>	
For <u>Retainer Fee</u>			
How Paid <input type="checkbox"/>		Balance Due <u>11.160.00</u>	
Additional			

S·W·B

SWEENY WINGATE & BARROW P.A.

October 14, 2014

Reply to: Main Office

Matthew J. Myers
 (803) 256-2233 x7118
 mjm@swblaw.com

Phillip F. Moore, Sr.
 3401 Chantz Court
 Florence, South Carolina 29501

RE: Estate of Thomas G. Moore
 Our File: 4943-9335

Dear Phillip:

Please find enclosed our statement for services rendered in the amount of \$1,160.00, which we have paid from your retainer, leaving \$840 remaining. Please note that some or all of your payments may be tax deductible.

Thank you kindly for the opportunity to be of service. Please do not hesitate to call if we can provide you with any further information or assistance.

With warm regards, I remain,

Yours truly,

SWEENY, WINGATE & BARROW, P.A.


 Matthew J. Myers

S·W·B

SWEENEY WINGATE & BARROW P.A.

October 1, 2014

Reply to: Main Office

Matthew J. Myers
(803) 256-2233 x7118
mjm@swblaw.com

S. Porter Stewart, II, Esq.
McGowan, Rogers, Stewart, Hiller & Krize, P.A.
Post Office Box 1461
Florence, SC 29503

RE: Estate of T.G. Moore
Civil Action No.: 2014 ES21 00134
Our File: 4943-9335

Dear Porter:

As I understand that you represent the above referenced Estate's Personal Representative, Dennis Moore, this letter is written to inform you that Phillip Moore has retained our firm to represent him with regard to the Estate.

My first goal is to gain an understanding of the Estate assets. I have reviewed the Estate Inventory and other information and it appears that several probate assets may have been excluded. I would therefore respectfully request all relevant information that you and/or Dennis may have access to regarding the following:

1. Anderson Brothers Bank account in name of T.G. Moore
2. Bank of America account in name of T.G. Moore
3. First Bank accounts (2) in name of T.G. Moore
4. First Citizens Bank account in name of T.G. Moore
5. Source of funds for Estate account with First Citizens Bank
6. \$22,000 obtained by Dennis Moore from T.G. Moore's safe
7. The additional contents of T.G. Moore's safe
8. \$450,000 note payable from Dennis Moore to T.G. Moore
9. T.G. Moore interest in Moore's Cars, LLC
10. Socastee property purchased by T.G. and Dennis Moore on Sept. 27, 2012
11. Verification of sale or gift of T.G. Moore's Mercedes to Dennis Moore
12. Verification of \$324,500 paid by Dennis Moore to T.G. Moore for purchase of 2129 Kristens Channel on Sept. 25, 2012
13. Status of sale of 1806 Cherokee Road, Florence
14. Status of 50% interest in 920 Horrell Hill Road, Hopkins

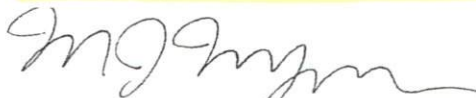
15. Status of sold (\$7,550 total?) and unsold furnishings from 2125 Kristens Channel Road, Florence pursuant to Probate Court Order dated June 26, 2014.
16. Status of \$22,773.46 invoice from Carolinas Hospital System
17. Status of \$7,200 claim by Tammy Jackson
18. Status of \$6,644 claim by Dick Dyer & Associates, Inc.
19. Copy of T.G. Moore's final tax return for 2013
20. Copy of any gift tax returns for T.G. Moore
21. Any other information regarding alleged gifts by T.G. Moore
22. Copy of any power of attorney T.G. Moore may have executed

Please contact me at your earliest convenience, though before October 10, so that we can coordinate an efficient transfer of the above referenced information. Items indicating "status" can likely be confirmed orally, and other items will need some evidentiary support for exclusion from the estate or are otherwise listed for additional background information.

I appreciate your assistance and look forward to working with you to clarify the extent of the estate. With warm regards, I am,

Yours truly,

SWEENEY, WINGATE & BARROW, P.A.



Matthew J. Myers

cc: Phillip F. Moore, Sr.

S·W·B

SWEENY WINGATE & BARROW P.A.

October 15, 2014

Reply to: Main Office

Matthew J. Myers
(803) 256-2233 x7118
mjm@swblaw.com

S. Porter Stewart, II, Esq.
McGowan, Rogers, Stewart, Hiller & Krize, P.A.
Post Office Box 1461
Florence, SC 29503

RE: Estate of Thomas Gaddy Moore
Civil Action No.: 2014 ES21 00134
Our File: 4943-9335

Dear Porter:


Please find enclosed for service upon your client Phillip Moore's Request for Production regarding the above referenced Estate. As you know, this follows my letter dated October 1, 2014 requesting information about various items listed therein by October 10, 2014, and subsequent phone call that I hoped to make some progress toward that goal before I left town today.

Also enclosed are copies of subpoenas that have been sent to various banks for information about the Decedent's bank accounts that your client has refused to provide thus far. Please let me know if your client is able and willing to provide the bank documents so requested in the subpoenas and I may be able to withdraw the same. Otherwise, Phillip intends to request reimbursement for the cost thereof.

Thank you very much for your assistance with this matter. With warm regards, I remain,

Yours truly,

SWEENY, WINGATE & BARROW, P.A.


Matthew J. Myers

Enclosures

cc: Francine Laura Lawhon
Linda Kaye Moore
Phillip F. Moore, Sr.
→ Thomas Paul Moore ←
S. Porter Stewart, II, Esq.

Phillip Moore had this Probate under control. He did not need Pierce Campbell - Thomas's personal attorney. I told you exactly why you retained Pierce Campbell - The money letter.

4th - On June 24, 2014 - Instead having
Sweeney come all the way from
Columbia S.C. to Florence S.C. on the
Hearing about selling our parents furniture
and House. Phillip Moore decided to
be Pro-SE for Thomas Moore, Phillip Moore,
Francine Lawton and Linda Moore against

Present was - Porter Stewart - Dennis Moore's attorney
Dennis Moore

Pro SE - Phillip Moore

Thomas Moore, Francine Lawton and Linda Moore

Still Pierce Campbell was NOT involved

State of South Carolina
In the Probate Court
County of Florence

ORIGINAL

In the Matter of: Estate of Thomas G. Moore

Michael Dennis Moore, Personal Representative of
the Estate of Thomas G. Moore,
Petitioner,

V. 2014-ES-21-134

Thomas Moore, Phillip Moore, Francine Lawhon,
and Linda Kaye Moore,
Respondents.

- - -

The Proceedings had
In the Above-styled Cause

- - -

Tuesday, June 24, 2014
Florence, South Carolina
1:56 p.m. - 2:44 p.m.

Before: The Honorable Mumford Scott, Esq.
Probate Court Judge

Reporting Services
e Box 4563 (29502)
, South Carolina
45 Local (843) 673-9845
843) 661-2960
qacourtreporting.com
qacourtreporting.com

A P P E A R A N C E S

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For the Petitioner:
McGowan, Rogers, Stewart, Hiller and Krize, P.A.
229 South Coit Street
FLORENCE, SC 29501
By: S. Porter Stewart, Esq.

For the Respondent Phillip Moore:
(Pro se)

I N D E X

Witness: Michael Dennis Moore

Page

Direct Examination by Mr. Stewart 8

E X H I B I T S

Petitioner's:

Pg/ln	Ex.	Description
	1	Agreement Contract
46/14	2	Personal Property List
46/14	3	Personal Property List

** uh-huh = affirmative
huh-uh = negative

5th - Phillip Moore had to leave the Sweeney Law Firm due that they had other cases with other clients before I retained their firm and our Probate case in Florence interfered with these other cases due in Court.

Still - Pierce Campbell was NOT involved.

6th - Searching for another Lead Attorney Phillip Moore retained The Conner Law Firm to be the Lead Attorney for Thomas Moore Phillip Moore, Francine Lawton and Linda Noon. A personal matter happened in the Conner Law Firm and Phillip was asked could he retain another attorney until the issue in their Law Firm was settled. The personal matter they had was with another client.

Still - Pierce Campbell was NOT involved.

THE CONNER LAW FIRM
A Professional Corporation
115 Cargill Way, Suite C-2
Hartsville, SC 29550
Telephone 843-332-1678, Fax 843-332-1904
Email: rec@connerlawsc.com

Letter of Engagement

Agreement made effective as of **28 July 2014** by and between **Phillip Moore Sr., of Florence, South Carolina**, referred to as client, and Richard E. Conner, Jr., and Andrew M. Privette, of Hartsville, South Carolina, referred to as attorneys. The parties agree as follows:

Purpose of Employment

Client employs attorney to represent client as client's attorney at law in the matter as agreed to by client and attorney.

Communication Policy

Attorney will make every effort to return phone calls by the end of the day. Meetings with attorney are by appointment.

Charges

Charges for our services include:

1. **Hourly charges:** attorney work is billed at \$225 per hour; legal assistant work is billed at \$95 per hour (hourly charges are for actual time worked with a 15 minute minimum).
2. **Flat fees:** the production of documents (e.g., deed, will, contract, petition, etc.) is typically billed on a flat fee basis,
3. **Employment fee:** a one-time employment fee of \$100,
4. **Expenses:** expenses will be charged at the same rate that the law firm is billed (e.g., filing fees, recording fees, courier fees, etc.)

The total bill resulting from our services cannot be precisely predicted prior to the engagement (we can provide an estimate, based upon certain assumptions, however). Client understands that the fees assessed may or may not be in accord with fees customarily charged for similar services in the area.

Payment: Deposit Against Fees and Expenses

Client will submit a sum of _____ (\$ 2,250.00) as an initial deposit. In consideration of the deposit, Richard E. Conner, Jr. agrees to provide legal services. The initial deposit will be applied against actual legal services performed for the client and for expenses incurred in regard to the matter. Should the initial deposit prove insufficient to conclude the work an additional deposit will be required prior to continuing work. At the end of the engagement any unused portion of the deposit will be returned to the client.

Entire Agreement

This agreement constitutes the entire agreement between the parties, and any proper understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

Modification of Agreement

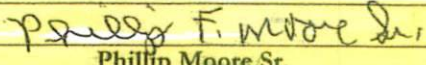
Any notice provided for or concerning this agreement shall be in writing, and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

Governing Law

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina.

The Conner Law Firm will maintain all records for three years after cessation of employment at which time records will be shredded. Please retain original documents in a safe and secure place.

In witness whereof, client has caused it to be executed by the signing of his/her names below.

 Phillip Moore Sr.
Date: July 28, 2014
Client Address: 3401 Chantz Ct. Florence, SC 29501

7th - Thomas Moore came to Phyllis Moore asking to borrow \$1000.00 to retain his own personal attorney to represent him personally in this Probate. The other heirs did not understand why Thomas Moore wanted a attorney for himself until we found out Dec. 22, 2015.

It was LATE into this Probate when Pierce Campbell was involved in the Probate. Phyllis Moore, Francene Lawler and Linda Moore had NO involvement in retaining Pierce Campbell, it was totally Thomas Moore's decision.

TURNER PADGET

August 1, 2014
Page 3

*after all what Phillip Moore has went through
Don't think Mr. Campbell you going to come
into this Probate and take over.
Phillip Moore*

Expenses for third party services exceeding \$100.00 will be submitted to you for direct payment to the vendor, rather than included on our statement. We would appreciate your paying any invoices we send you in a prompt fashion.

Our fees and expenses are not contingent upon the final resolution of this matter.

*the loan Phillip
more gave Thomas
was for his
personal
attorney*

For work of this type, the firm requires a retainer. I request that you now pay a retainer of **\$1,000** for the matter described herein. This retainer will be adequate unless we decide that we need to engage in more complicated legal work; in this case the retainer will be increased to **\$4,000** before we can proceed. Please make your retainer check payable to Turner Padgett Trust Account or contact us for wiring instructions should you prefer that option. This retainer will be held against our last invoice for this engagement. After this representation ends, any unearned retainer will be returned to you. Should you later choose to pursue additional work, we reserve the option of requiring a larger retainer, under the same terms, or a separate retainer for that additional work, before proceeding. You agree that we can satisfy outstanding bills of more than 30 days with this retainer and that the retainer will have to be replenished to its full balance before further work is completed. You agree that this retainer also may be applied to invoices for other work where the balance due for our services for that other work is more than sixty (60) days past due. Likewise, retainers received for such future work may apply to this matter. Our trust account is maintained in accordance with applicable guidelines of the South Carolina Bar, and neither we nor the client may earn interest on that account. This retainer can be applied to an outstanding balance on any of your matters at the firm, according to the terms of this letter and firm policy.

Our invoices are payable upon receipt. Billing concerns are best resolved promptly while the activities are easily recalled. For that reason, you agree to carefully read all invoices and promptly notify us, in writing, of any claimed errors or discrepancies within thirty days from the invoice date.

In the unlikely event that we are required to institute legal proceedings to collect fees and disbursements, the prevailing party will be entitled to reasonable attorney fees and other costs of collection. Since you have sought our assistance in South Carolina, you consent to jurisdiction in the courts of South Carolina for any possible action regarding services provided by us.

At all times, you have the right to terminate our engagement upon notice to us, but such termination shall not affect your obligation to pay for all services rendered and expenses incurred prior to the time of such termination and in connection with an orderly transition of the matter.

We reserve the right to withdraw from our representation of any client upon reasonable notice if our fees and expenses are not paid when due under the terms of our engagement; or if

TURNER PADGET

TURNER PADGET GRAHAM & LANEY P.A.

CHARLESTON
COLUMBIA
FLORENCE
GREENVILLE
MYRTLE BEACH

REPLY TO: Florence Office

C. Pierce Campbell

E-Mail: PCampbell@TurnerPadget.com
Writer's Direct Dial: (843) 656-4429
Direct Fax: (843) 413-5837



August 1, 2014

Mr. Thomas P. Moore
226 White Palm Court
Florence, SC 29506

Thomas, Pierce Campbell did what you wanted him to do (submit the letter) Now pay the man.

Re: Estate of Thomas G. Moore

Dear Mr. Moore:

Thank you for selecting us to provide you with legal services. We welcome you and confirm your engagement of Turner Padget Graham & Laney in accordance with the terms of this letter. We are grateful for the opportunity to serve you and shall strive to provide you with effective and efficient legal services. Ultimately, your satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed and requires full and candid communications between us. Please let us know if you have any questions regarding any aspect of the matters the firm is handling for you.

Our firm believes that one of the best first steps toward an effective attorney-client relationship is an engagement letter that explains our services. To that end, we send this letter describing the terms under which we agree to provide legal services, effective upon receipt from you of an executed copy of this letter. We ask that you read this letter carefully and ask us any questions you may have.

Turner Padget's client will be Thomas P. Moore. We have not been requested to, nor do we, by this letter, undertake representation of any other company, business, person, officer, director, employee, or parent, subsidiary, or affiliated entity.

Scope of representation

Based on my conference with you, our engagement initially will involve assisting you with matters involving the Estate of Thomas G. Moore and the actions of the Personal

TPGL 5868472v1

8th

= Finally, Phillip Moore found Kathy Elmore 4-22-2015 to be the Lead attorney in the Probate to represent Phillip Moore Francine Lawton and Linda Moore

Thomas Moore was on his own when he retained Pierce Campbell for his personal attorney

ORR, Elmore & Ervin Law Firm

PHILLIP F. MOORE
CAROL T. MOORE
3401 CHANTZ CT.
FLORENCE, SC 29501-7347

01-83

8381
448539 SC
4600

4-22-15
Date

Branch: 245
Seq: 17
Batch: 006780
Date: 04/23/15

PAY TO THE ORDER OF
FIRST CITIZENS BANK
069201487
FOR DEPOSIT ONLY
ORR, ELMORE & ERVIN, L
ESCROW ACCOUNT
ACCT# 99100 2129701

Pay Orr, Elmore and Ervin, LLC

\$ 1500.00

to the order of
Fifteen hundred dollars & 00/100

Bank of America

ACH INT 05300483
return fee for depositing probate
Memo Ed & T. Moore

Adv
Phillip F Moore

⑆053904483⑆ 000746184858⑆8381

Probate
Kathy
Elmore

RECEIVED FROM Phillip Moore DATE 4/22/2015 NO. 2737

ADDRESS One Thousand Five Hundred DOLLARS \$ 1500.00

FOR _____

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

7241.001

BY _____

PHILLIP F. MOORE, SR.
CAROL T. MOORE
3401 CHANTZ CT
FLORENCE, SC 29501

1026
0796527

10-9-15
Date

Pay to the Order of Kathy Elmore \$ 2000.00

Two thousand dollars & 00/100

SOUTH STATE BANK
Gold Checking

for Attorney Fees - Ed & T. Moore Phillip F Moore

⑆053200983⑆ 746184858⑆ 01026

Seq: 00927:10/09/15 Batch: 349

Branch: 245
Seq: 47
Batch: 000349
Date: 10/09/15

FOR DEPOSIT ONLY
ORR, ELMORE & ERVIN, L
ESCROW ACCOUNT
ACCT# 99100 2129701

PAY TO THE ORDER OF
FIRST CITIZENS BANK
069201487

10/13/2015 - 1026 - \$2,000.00

RECEIVED FROM Phillip Moore DATE 10/09/15 NO. 2776

ADDRESS Two Thousand and 00/100 DOLLARS \$ 2000.00

FOR _____

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	✓

7241.001

Dennis Moore
2129 Kristens Channel
Florence, SC 29501-8346



Columbia F&DC 290
TUE 07 MAY 2019 PM

Honorable Jenny Abbott Mitchings
SC Court of Appeals - Clerk OF Court
1220 Senate St.
Columbia S.C. 29201

RECEIVED
MAY 08 2019
SC Court of App