

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE MARVIN H. DUKES, III
BEAUFORT COUNTY MASTER-IN-EQUITY AND
SPECIAL CIRCUIT COURT JUDGE

CASE NO.: 2018-CP-07-00211
APPELLATE CASE NO.: 2019-00518

RECEIVED
OCT 11 2019
SC Court of Appeals

Richard Walter Meier and the Estate of
William Carl Meier, by and through Conrad Meier,
its Personal Representative,

Appellants,

vs.

Mary J. Burnsed,

Respondent.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

Richard Walter Meier and the Estate
of William Carl Meier, by and through
Conrad Meier, its Personal
Representative,

Case No. 2018-CP-07-00211

Plaintiffs,

-vs-

ORDER GRANTING
SUMMARY JUDGMENT

Mary J. Burnsed,

Defendant.

The motion of the defendant Mary J. Burnsed for summary judgment came before the undersigned for hearing on March 11, 2019. Present at the hearing were James B. Richardson, Jr., representing defendant Burnsed, and H. Fred Kuhn, Jr., representing the plaintiffs.¹

Plaintiff Richard Meier and defendant Mary Burnsed contest entitlement to the proceeds of an insurance policy on the life of William Meier, who died in 2017. Mr. Meier took out the policy in 1998 while married to Mary Burnsed. He named Mrs. Burnsed as the beneficiary and his brother Richard as contingent beneficiary. Richard Meier contends that the designation of Mary Burnsed as beneficiary was revoked upon her 2002 divorce from the insured by reason of the operation of a 2013 amendment to S.C. Code Ann. § 62-2-507.

The issue before the court is this:

Does Act No. 100 of 2013 apply to a divorce entered in 2002, thereby revoking the designation of Mary Burnsed as

¹ TransAmerica Premier Life Insurance Company, Inc., was originally a defendant but was dismissed after paying into court the proceeds of the subject life insurance policy. The case caption is amended to remove TransAmerica.

beneficiary of the life insurance policy at issue by operation of law?

Finding that Act No. 100 of 2013 was not intended by the General Assembly to apply retroactively in the case of a divorce entered before the effective date of the statute, this court grants summary judgment to the defendant Burnsed.

FACTS

There are no genuine issues of material fact.

In 1998, during his marriage to Mary Burnsed, William Meier took out a \$250,000 policy of insurance on his life, naming Mary as beneficiary.

Mary and William divorced in 2002.

William made no change in beneficiary following the divorce but kept the policy in force until his death in 2017.

The parties filed conflicting affidavits on the question of whether William Meier intended to change the beneficiary at some point, or did not. These affidavits fail to create genuine issues of material fact, however. Under South Carolina law, which controls here, a life insurance beneficiary designation can only be changed when the insured complies—at least *substantially*—with the procedure prescribed in the policy. *Wilkie v. Philadelphia Life Ins. Co.*, 187 S.C. 382, 197 S.E. 375, 382 (1938), and many other cases. The policy at issue contained the usual provision that the identity of the beneficiary could only be changed by written notice from the insured, accepted by the insurer with an endorsement signed by the insurer's president or secretary.² That was not done. The only issue presented here is whether the insured's designation of Mary as beneficiary was revoked when he and Mary divorced in 2002.

LAW/ANALYSIS

² Complaint, Exh. 1, p. 6, "GENERAL PROVISIONS – BENEFICIARY".

As noted, by Act No. 100 of 2013 the General Assembly amended a section of the Probate Code, S.C. Code Ann. § 62-2-507, adding “insurance policy beneficiary” to the list of things automatically revoked upon divorce. The Act took effect on January 1, 2014, almost twelve years after the divorce in question.

The question of whether Act No. 100 applies in the case of a divorce entered before the effective date of the act appears to be a novel issue in the State courts of South Carolina.³

1. Retroactive application.

The plaintiff contends that Act No. 100 would not be retroactive if applied here.⁴ The plaintiff's theory is that Mary remained the beneficiary for fifteen years after divorce until the moment of the insured's death in 2017, at which time the statute took effect, revoking her status as beneficiary.

There is no basis for such a construction of the statute. Act No. 100, codified as Section 62-2-507, provides in material part:

(c) * * * divorce * * * revokes any revocable * * * beneficiary designation made by a divorced individual to the divorced individual's former spouse * * * .

It is *the divorce* which “revokes” — present tense — the beneficiary designation, not the insured's death fifteen years later. If Act No. 100 were applied in the case of divorces entered before the statute was enacted, the application would be retroactive.

³ In a case adjudicated in the United States District Court for the District of South Carolina, Judge Norton, presiding, the court held that Act No. 100 of 2013 did not apply so as to revoke a beneficiary designation where divorce occurred before the statute was enacted. It appears that the party claiming a revocation did not even argue that the statute might have retroactive application. Rather, the only issue was whether the divorce was entered before or after the effective date of the statute. *State Farm Ins. Co. v. Murphy*, Case No. 2:15-cv-04793-DCN (D.S.C. 10/12/17).

⁴ Hereafter, “the plaintiff” refers to the plaintiff Richard Meier. Conrad Meier joined the action in his capacity as personal representative of the estate of the insured, William Meier, but the estate has no interest in the life insurance proceeds at issue since this fund is not an asset of the estate and does not pass through probate.

2. ***The intention of the General Assembly.***

In South Carolina, as everywhere, retroactivity analysis begins with a strong presumption against the retroactive operation of a statute. *Cousar v. New London Engineering Co.*, 306 S.C. 37, 410 S.E.2d 243 (1991). In South Carolina the standard of proof of retroactive intent by the legislature is the same as that which applies in a criminal trial: *retroactive intent must be proved by evidence so compelling that it leaves no reasonable doubt*. *Ex parte Graham*, 47 S.C.L. (13 Rich. L.) 277, 279–80 (1864); *Carolina Chemicals, Inc. v. South Carolina Dep't of Health & Environmental Control*, 290 S.C. 498, 351 S.E.2d 575, 578–79 (Ct. App. 1986).

South Carolina's retroactivity principles are identical to those of the U.S. Supreme Court and the Fourth Circuit Court of Appeals, whose decisions the South Carolina Supreme Court often cites on this subject.⁵ From the beginning, the United States Supreme Court has followed the same presumption against retroactive interpretation as do the courts of South Carolina. “[This] presumption against retroactive legislation is deeply rooted in our jurisprudence, and embodies a legal doctrine centuries older than our Republic.”⁶ *Immigration and Naturalization Service v. Cyr*, 533 U.S. 289, 316 (2001), quoting *Landgraf v. USI Film Products, Inc.*, 511 U.S. 244 (1994). Accord: *Ward v. Dixie Nat'l life Ins. Co.*, 595 F.3d 164 (4th Cir. 2010) (applying South Carolina law).

3. ***The express terms of Act No. 100 of 2013.***

The Legislature may end the inquiry into retroactive intent at the threshold by

⁵ See, e.g., *South Carolina Nat'l Bank v. South Carolina Tax Comm'n*, 297 S.C. 279, 376 S.E.2d 512, 523 (1989); *William C. Logan & Assoc. v. Leatherman*, 290 S.C. 400, 351 S.E.2d 146, 148 (1986); *Hercules, Inc. v. South Carolina Tax Comm'n*, 274 S.C. 137, 262 S.E.2d 45, 48 (1980). Federal caselaw on this question is interchangeable with South Carolina's.

expressly providing that the statute must be applied retroactively.⁶ Such an express direction must be clear beyond a reasonable doubt. *See: Resolution Trust Corp. v. Maplewood Investments*, 31 F.3d 1276, 1288 (4th Cir. 1994).

The plaintiffs rely upon Section 4(B)(1) of the Act, which reads:

(B) Except as otherwise provided in this act, on the effective date of this act:

(1) this act applies to any estates of decedents dying [after January 1, 2014] * * *

This action has nothing to do with the estate of a decedent. Life insurance is a non-probate asset passing outside the estate. *Spence v. Wingate*, 395 S.C. 148 n.11, 716 S.E.2d 920, 925 n.11 (2011). “[P]robate estate means the decedent’s property passing under the decedent’s will,” *etc.* S.C. Code Ann. § 62–2–202 (2009).

The defendant Burnsed does not contend that the General Assembly expressly **disclaimed** any intention that Act No. 100 be applied retroactively, although language in the Act might be construed to support that view.⁷

Act No. 100 contains the usual recitation of its effective date—January 1, 2014.

“[A] statement that a statute will become effective on a certain date does not even arguably suggest that it has any application to conduct that occurred at an earlier date.” *Landgraf v. USI Film Products, Inc.*, 511 U.S. at 257. *Accord: Schall v. Sturn, Ruger*

⁶ This was the case in two of the six cases relied upon by the plaintiff: *In re Estate of DeWitt*, 54 P.3d 849 (Colo. 2002); and *Allstate Life Ins. Co. v. Hanson*, 200 F.Supp.2d 1012 (E.D. Wis. 2002).

⁷ **Time effective and applicability**

SECTION 4.

(A) This act takes effect on January 1, 2014.

(B) Except as otherwise provided in this act, on the effective date of this act:

* * * * *

(5) an act done and any right acquired or accrued before the effective date of the act is not affected by this act.

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Co., 278 S.C. 646, 300 S.E.2d 735, 737 (1983). In the case of *Pulliam v. Doe*, 246 S.C. 106, 142 S.E.2d 861, 863 (1965), our Supreme Court stated:

The amendment became effective, by its terms, on June 14, 1963, and there is nothing in its provisions to indicate a legislative intent that it operate retroactively so as to apply to [insurance] policies issued prior to its adoption.

Nothing in the text of Act No. 100 expresses any intention of retroactive application.

4. *The implied terms of Act No. 100 of 2013.*

South Carolina courts do not indulge an *implication* of retroactive intent unless the statute would bear no other interpretation, since an intention for retrospection must be “clearly apparent from the terms” of the statute. *Neel v. Shealy*, 261 S.C. 266, 273, 199 S.E.2d 542, 545 (1973). A retroactive application must be “required by the express words of the statute, or must **necessarily be implied** from such words * * *.” *Curtis v. Renneker*, 34 S.C. 468, 491, 13 S.E. 664 (1891) (emphasis added).

Nothing in the text of Act No. 100 implies any intention of retroactive application.

5. *Cases from other jurisdictions.*

The Supreme Court of Ohio declined to give retroactive effect to an insurance beneficiary revocation statute enacted *after* entry of a divorce decree. *Aetna Life Ins. Co. v. Schilling*, 67 Ohio St.3d 164, 616 N.E.2d 893 (1993).

The plaintiffs rely upon six cases from other jurisdictions to support their contention that Act No. 100 was intended to abrogate beneficiary designations in the case of a divorce entered *before* the law was enacted.⁸ Judge Buckner’s Order of

⁸ These are:

August 10, 2018, denying the plaintiffs' motion for summary judgment, distinguishes each of these cases. The undersigned has reviewed Judge Buckner's order and concurs with his reading of the cases relied upon by the plaintiff. For example, in three of the six cases, the statute was enacted *before* the divorce.

One of these six cases in particular, *Stillman v. Teachers Insurance*, 343 F.3d 1311 (10th Cir. 2003), deserves further comment. The *Stillman* court held that Utah's revocation-upon-divorce statute provided a mere "rule of construction," and that statutory "rules of construction" apply retroactively under Utah law. Section 62-2-507(c) is the furthest thing from a mere "rule of construction." This statute reaches into the heart of the life insurance policy and abrogates the central element of all such contracts: the insured's choice of beneficiary. As our Supreme Court said in *Bartley v. Bartley Logging Co.*, 293 S.C. 88, 359 S.E.2d 55, 56–57 (1987): "If this [statute] is not substantive in nature, it is difficult to envision [one] which would be."⁹

6. Non-statutory evidence of legislative intent.

-
- *In re Estate of DeWitt*, 54 P.3d 849 (Colo. 2002);
 - *Matter of Estate of Dobert*, 192 Ariz. 248, 963 P.2d 327 (Ct. App. 1998);
 - *Allstate Life Ins. Co. v. Hanson*, 200 F.Supp.2d 1012 (E.D. Wis. 2002);
 - *Stillman v. Teachers Insurance*, 343 F.3d 1311 (10th Cir. 2003);
 - *Allstate Life Ins. Co. v. Hanson*, 200 F.Supp.2d 1012 (D. Wisc. 2002);
 - *Sveen v. Melin*, ___ U.S. ___, 138 S.Ct. 1815, 201 l.Ed.2d 180 (2018).

⁹ See: *Paronese v. Midland Nat'l Ins. Co.*, 550 Pa. 423, 706 A.2d 814 (1998), where the Pennsylvania Supreme Court said this about a similar revocation statute:

[T]he contractual impairment effected in this case is indeed severe, virtually total. Selection of a beneficiary is the entire point of a life insurance policy. The statute in this case eliminated the insured's designation and replaced his primary beneficiary * * * with contingent beneficiaries who were not intended by the insured to be primary beneficiaries. The very essence of [the insured's] contract with [the insurer] was undermined by the operation of the statute.

Id. at 432, 706 A.2d at 818.

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The plaintiff contends that the Commissioners of Uniform Laws, who approved the language upon which the 2013 amendment was modeled, intended for this law to apply retroactively to divorces occurring before the statute was passed. Material published after the model act was adopted is cited in support.

After-the-fact evidence from those involved in drafting legislation concerning what they intended is strictly inadmissible in South Carolina.

It is a settled principle in the interpretation of statutes that even where there is some ambiguity or some uncertainty in the language used, resort cannot be had to the opinions of legislators **or of others** concerned in the enactment of the law, for the purpose of ascertaining the intent of the legislature.

Greenville Baseball, Inc. v. Bearden, 200 S.C. 363, 371, 20 S.E.2d 813, 817 (1942) (emphasis added), *quoted in Kennedy v. South Carolina Retirement System*, 345 S.C. 339, 353-54, 549 S.E.2d 243 (2001). The construction of statutes is a role committed exclusively to the judicial branch. *JRS Builders, Inc. v. Neunsinger*, 364 S.C. 596, 614 S.E.2d 629, 630 (2005). The role of the legislative branch—and those advising it—ends with the passage of the statute.

The Commissioners who adopted the model act surely knew that a statute will not be given retroactive effect in any jurisdiction unless the Legislature announces that intention in a voice so loud and clear that no other reasonable conclusion is possible. The Commissioners included no such provision in the model act. We do not know whether our General Assembly would have accepted such a proposition, in any event.¹⁰ Seldom has our General Assembly enacted model legislation with no change, and never, so far as the caselaw shows, has it attempted to nullify a provision in an

¹⁰ See, e.g., *Ward v. Dixie Nat'l life Ins. Co.*, 595 F.3d 164 (4th Cir. 2010) (draft bill submitted by S.C. Department of Insurance provided for retroactive application; General Assembly enacted bill *after striking provision calling for retroactive application*).

insurance policy purchased before the enactment.

There is no non-statutory evidence that the General Assembly intended this law to apply retroactively.

7. Avoiding a serious constitutional question.

South Carolina follows the universal rule that “[c]onstitutional constructions of statutes are not only judicially preferred, they are mandated; a possible constitutional construction must prevail over an unconstitutional interpretation.” *Henderson v. Evans*, 268 S.C. 127, 232 S.E.2d 331, 333 (1977) (citing *Casey v. South Carolina State Housing Authority*, 264 S.C. 303, 215 S.E.2d 184 (1975)). The U.S. Supreme Court has called it a “cardinal principle” that “this Court will first ascertain whether a construction of the statute is fairly possible by which the constitutional question may be avoided.” *United States v. Security Industrial Bank*, 459 U.S. 70, 78 (1982).

It is unnecessary to decide whether retroactive application of Act No. 100 in the case of divorces entered before the statute was enacted would make it unconstitutional as applied. In order to decide whether the above-cited principle has a place here, it is necessary only to determine whether a serious question of constitutionality would arise. Assuredly it would.

In 2002, William Meier possessed a vested contractual right with his insurer to maintain the beneficiary of his choice, unaffected by a divorce, and to continue that designation in force unless and until he chose to change it by the procedure called for in the policy. That is what he did. The right to maintain the beneficiary of his choice is a vested right of the owner of the policy. *Lynch v. United States*, 292 U.S. 571, 577–79 (1934) (“[Insurance] policies, being contracts, are property and create vested rights * * * . Valid contracts are property * * * .”); *United States Trust Co. v. New Jersey*, 431 U.S. 1, 19 n.16 (1977).

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If applied retroactively, Act No. 100 would destroy the vested right of the owner of an insurance policy to maintain his chosen beneficiary, regardless of divorce. *Cf. Hyder v. Jones*, 271 S.C. 85, 245 S.E.2d 123 (1978). Moreover, although the beneficiary has no vested right to that status, our Supreme Court has stated:

The overwhelming weight of authorities support the position that the beneficiary named in the insurance policy has an interest in the policy which can only be divested by a strict compliance by the insured with the provisions of the policy regulating a change of beneficiary.

Barron v. Liberty Nat'l Bank, 131 S.C. 433, 128 S.E. 414 (1925).

Our Supreme Court refuses to find a retroactive intent where to do so might violate the Contract Clause. See, e.g., *Bartley v. Bartley Logging Co.*, 293 S.C. 88, 359 S.E.2d 55, 56–57 (1987). The *Bartley* case is one of several where the courts of South Carolina have disapproved the retroactive application of a statute where it would “affect[] vested or substantial rights.” *Goff v. Mills*, 279 S.C. 382, 308 S.E.2d 778 (1983). South Carolina courts have invoked this principle several times when retroactive application would alter interests vested under an insurance policy. See: *American Nat'l Fire Ins. Co. v. Smith Grading & Paving, Inc.*, 317 S.C. 445, 454 S.E.2d 897, 899 (1994); *Hudson v. Reserve Life Ins. Co.*, 245 S.C. 615, 141 S.E.2d 926 (1965). See also: *Smith v. Eagle Constr. Co.*, 282 S.C. 140, 143–44, 318 S.E.2d 8, 9–10 (1984); *Hooks v. Southern Bell Tel. & Tel.*, 291 S.C. 41, 351 S.E.2d 900, 902 (Ct. App. 1986).

The plaintiffs note that in the recent case of *Sveen v. Melin*, ___ U.S. ___, 138 S.Ct. 1815, 201 L.Ed.2d 180 (2018), the United States Supreme Court rejected a Contracts Clause challenge in a revocation case. As Judge Buckner noted in his order of August 10, 2018, no issue of retroactive application of Minnesota's revocation-upon-divorce statute was involved in *Sveen*. The statute was enacted in 2002. The parties

divorced in 2007. The statute had been on the books for five years when the parties divorced. The sole issue was whether the revocation statute abridged the contract of the policyholder with respect to a policy ***purchased*** before the statute was enacted. Even though the statute *preceded* the divorce, Justice Gorsuch, dissenting, argued that the statute unconstitutionally abridged the rights of the policyholder.

Unconstitutional abridgment is not an issue at this point. Interpreting the statute so as to avoid a serious constitutional issue is the goal. A serious constitutional question would arise if this statute were to be applied retroactively, easily avoided by rejecting the claim of retroactivity.

For these reasons, Act No. 100 must be interpreted to apply prospectively—in the case of divorces entered after the effective date of the act. So construed, no constitutional question is raised.

8. The implications of retroactivity.

Setting aside for a moment the legal principles which apply to this case, it is useful to attempt to put oneself in the shoes of William Meier, the deceased insured, as did Judge Buckner in his order of August 10, 2018. It is possible, of course, that this man simply forgot for fifteen years to change his beneficiary designation after he and Mary divorced. It is hard to believe that a well-educated individual, making substantial monthly payments¹¹ on a large life insurance policy for fifteen years, and undoubtedly knowing how to change the beneficiary, simply forgot. As unlikely as that seems, we cannot know the truth of it.

If the court supposes that Mr. Meier did ***not*** forget, but intentionally kept Mary as beneficiary, what must he have done to assure himself that our General Assembly did

¹¹ Complaint, Exh. 1, p. 3:

PLANNED PREMIUM:

\$200.00

PAYMENT FREQUENCY:

MONTHLY

not attempt, twelve years later, to nullify his decision retroactively?

The parties have cited no instance prior to the enactment of Act No. 100 where our General Assembly interfered with the right of a life insurance policyholder to choose his or her beneficiary. Even the usual limitation confining insurance to those with an insurable interest in the life of the insured does not apply when a person insures himself. *Chapman v. Scott*, 234 S.C. 469, 109 S.E.2d 1, 2 (1959), and many other cases. Act No. 100 appears to be the first time that the State of South Carolina has acted to nullify the insured's choice of beneficiary.

After Act No. 100 took effect, divorce lawyers knew of it and could be depended upon to counsel their clients accordingly. But no such counsel would have been given to Mr. Meier upon his divorce since Act No. 100 lay twelve years in the future. Retroactive application of this law would mean that those insureds who intended to keep their beneficiary designation unchanged would have to continually monitor the doings of our General Assembly in order to learn if such a law as this was passed with retroactive effect, and, if it were, then to counter the law by re-naming the desired beneficiary unless death intervened first.

Such an idea is impossible to accept. The undersigned agrees fully with the remarks of Judge Buckner on this score in his order of August 10, 2018.¹²

CONCLUSION

¹² Judge Buckner expressed his views in this way:

Meier divorced in 2002, twelve years before S.C. Code § 62-2-507 was enacted. The average person generally does not monitor the law for twelve years just in case an amendment is added to the probate code that retroactively nullifies a beneficiary designation he made over a decade before. While one could argue that this is precisely the reason people retain attorneys, it is uncommon to retain your divorce attorney in perpetuity to annually check the law to determine whether there have been any changes that might affect your life insurance policy.

Act No. 100 of 2013 has no retroactive application. The insured's choice of beneficiary was not nullified by a statute passed twelve years after his divorce.

Accordingly:

IT IS ORDERED:

(1) That the motion of defendant Mary J. Burnsed for summary judgment is granted; and

(2) That on the thirty-fifth (35th) day following this Order (or soon thereafter as practical), absent appeal, motion, or further Order of Court, the Clerk of Court shall pay to James B. Richardson, Jr. as attorney for the defendant Mary J. Burnsed, the proceeds of the subject insurance policy, previously paid into court by TransAmerica Premier Life Insurance Company, Inc., together with any interest earned.

IT IS SO ORDERED.

Marvin H. Dukes, III
Special Circuit Judge of the
Fourteenth Judicial Circuit

March ____, 2019.

Richard Walter Meier, et al.

Mary J. Burnsed

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: James B. Richardson, Jr.

 Attorney for : ☐ Plaintiff ☒ Defendant
 or
☐ 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.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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 INFORMATIONThis order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC 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)
N/A	N/A	\$ N/A
		\$
		\$

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.

Circuit Court Judge

3069

Judge Code

Date

000014

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

H. Fred Kuhn, Jr.

James B. Richardson, Jr.

Peggy M. Infinger

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

000015



Beaufort Common Pleas

Case Caption: Richard Walter Meier , plaintiff, et al VS Mary J Burnsed , defendant,
et al

Case Number: 2018CP0700211

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2019-03-21 14:21:08 page 16 of 16

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

**RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,**

Plaintiff,

VS.

MARY J. BURNS AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

**ORDER DENYING PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

THIS MATTER came to be heard by this Court in the Beaufort County Court of Common Pleas on June 26, 2018, for the purpose of hearing the motion filed on behalf of the Plaintiffs, Richard Walter Meier and the Estate of William Carl Meier, by and through Conrad Meier, Personal Representative, for summary judgment on their behalf pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. Present at the hearing and appearing on behalf of the Plaintiffs was their attorney, H. Fred Kuhn, Jr., Esquire. Present and appearing on behalf of the Defendant Mary J. Burnsed were her attorneys, James B. Richardson, Jr., Esquire, Paul H. Infinger, Esquire and Peggy M. Infinger, Esquire. The Defendant Transamerica Premier Life Insurance Company, Inc., represented by Emily I. Bridges, Esquire, was excused from attending the hearing and was not present.

After considering the record in this matter, the arguments of counsel, and the applicable legal authorities, this Court respectfully **DENIES** Plaintiffs' Motion for Summary Judgment.

This case centers on South Carolina Code of Laws § 62-2-507, which states that “the divorce or annulment of a marriage [] revokes any revocable [] disposition or appointment of property or beneficiary designation made by a divorced individual to the divorced individual’s former spouse in a governing instrument.” S.C. Code Ann. § 62-2-507. The question presented by this case is whether this statute can apply to life insurance policy when both the policy and the divorce occurred before this statute was enacted, yet the death of the owner of the insurance policy occurred after the enactment of the statute. This Court finds that § 62-2-507 is not retroactive under these facts.

ALLEGED FACTS

In 1997, Mary Burnsed (“Burnsed”) and William Meier (“Meier”) were married. In 1998, Meier took out a \$250,000 life insurance policy on himself, naming Burnsed as the beneficiary and his brother Richard as the contingent beneficiary. In 2002, Mary and William divorced. On January 1, 2014, § 62-2-507 became an effective amendment to South Carolina’s Probate code. In 2017, Meier died, leaving Burnsed as the named beneficiary on the policy. The plaintiffs contend that § 62-2-507 should be applied retroactively, and that the divorce stripped Burnsed of her position as the beneficiary on the life insurance policy. This is a question of first impression for South Carolina, which only a few other courts have addressed.

LEGAL AUTHORITY

The relevant portions of the South Carolina Code are as follows, with emphasis added:

§ 62-1-100. Effective date¹

- (a) Except as otherwise provided, this Code takes effect July 1, 1987.
- (b) Except as provided elsewhere in this Code, on the effective date of this Code:
- (1) **the Code applies to any estates of decedents dying thereafter;**

¹ Section 62-1-100 applies to the entire relevant section of the South Carolina probate code and is not specific to § 62-2-507

(5) a rule of construction or presumption provided in this code applies to multiple-party accounts opened before the effective date unless there is a clear indication of a contrary intent.²

§ 62-1-102. Purposes; rules of construction.

(a) This Code shall be liberally construed and applied to promote its underlying purposes and policies.

(b) The underlying purposes and policies of this Code are:

(1) to simplify and clarify the law concerning the affairs of decedents, missing persons, protected persons, minors, and incapacitated persons;

(2) to discover and make effective the intent of a decedent in the distribution of his property;

(3) to promote a speedy and efficient system for liquidating the estate of the decedent and making distribution to his successors;

(4) to facilitate use and enforcement of certain trusts;

(5) to make uniform the law among the various jurisdictions.

§ 62-2-507. Revocation by divorce, annulment, and order terminating marital property rights; no revocation by other changes of circumstances.

Effective: January 1, 2014

(a) In this section:

(4) "Governing instrument" means an instrument executed by the divorced individual before the divorce or annulment of the individual's marriage to the individual's former spouse including, but not limited to wills, revocable inter vivos trusts, powers of attorney, **life insurance beneficiary designations**, annuity beneficiary designations, retirement plan beneficiary designations and transfer on death accounts.

(c) Except as provided by the express terms of a governing instrument, a court order, or a contract relating to the division of the marital estate made between the divorced individuals before or after the marriage, divorce or annulment, **the divorce or annulment of a marriage:**

(1) revokes any revocable:

(i) disposition or appointment of property or beneficiary designation made by a divorced individual to the divorced individual's former spouse in a governing instrument;

² "Multiple-Party account" means an account payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned including, but not limited to, joint accounts or POD accounts. S.C. Code Ann. § 62-6-101(5).

DISCUSSION

Generally, there is “a presumption that statutory enactments are to be considered prospective rather than retroactive in their operation unless there is a specific provision in the enactment or clear legislative intent to the contrary.” S.C. Dep’t of Revenue v. Rosemary Coin Machines, Inc., 399 S.C. 25, 28, 528 S.E.2d 416, 418 (2000). “[L]egislative intent is paramount in determining whether a statute will have prospective or retroactive application.” State v. Bolin, 381 S.C. 557, 561, 673 S.E.2d 885, 887 (S.C. Ct. App. 2009). Absent a specific provision or clear legislative intent to the contrary, statutes are to be construed prospectively rather than retroactively, unless the statute is remedial or procedural in nature.” Edwards v. State Law Enforcement Div., 395 S.C. 571, 578, 720 S.E.2d 462, 466 (S.C. 2011). The guiding principle of whether to retroactively apply a statute is fairness. Stillman v. Teachers Ins. & Annuity Ass’n, 343 F.3d 1311, 1312 (10th Cir. 2003); *see also* Landgraf v. USI Film Prods., 511 U.S. 224, 265 (“Elementary considerations of fairness dictate that individuals should have an opportunity to know what the law is and to conform their conduct accordingly.”); Kaiser Aluminum *1316 & Chem. Corp. v. Bonjorno, 494 U.S. 827, 856 (1990) (Scalia, J., concurring) (“The presumption of nonretroactivity . . . gives effect to enduring notions of what is fair, and thus accords with what legislators almost always intend.”).

Section 62-2-507 is not remedial or procedural;³ thus, there must be clear legislative intent for the statute to be applied to Meier’s insurance policy. The retroactive application of the statute to Meier’s policy must also not violate the Contracts Clause. The Supreme Court has recently addressed this very question in Sveen v. Melin, 138 S. Ct. 1815 (2018), and found that a similar

³ “A statute is remedial where it creates new remedies for existing rights or enlarges the rights of persons under disability. When a statute creates a new obligation or imposes a new duty, courts generally consider the statute prospective only A] ‘procedural’ law sets out a mode of procedure for a court to follow, or ‘prescribes a method of enforcing rights.’” State v. Hilton, 406 S.C. 580, 585, 752 S.E.2d 549, 551–52 (Ct. App. 2013)

statute in Minnesota does not violate the Contracts Clause. However, that case, and most of the other cases cited by plaintiff, are distinguishable from the instant matter.

Retroactive Application

Plaintiff cites numerous cases that do retroactively apply "revocability" statutes, however, this Court is not persuaded to follow the decisions of these courts, given the strong presumption against retroactive application of statutes absent clear legislative intent.

A. Stillman v. Teachers Ins. & Annuity Ass'n, 343 F.3d 1311 (10th Cir. 2013)

Plaintiff first cites Stillman v. Teachers Ins. & Annuity Ass'n, 343 F.3d 1311 (10th Cir. 2013). Stillman involves a similar factual scenario and timeline as this case: two people got married; the husband, Dale Bryner ("Bryner"), took out a life insurance policy, naming his wife, Marilyn Stillman ("Stillman") as the beneficiary; the couple divorced; Utah amended the state's probate code to revoke upon divorce a pre-divorce designation of a spouse as the beneficiary of a life insurance policy; and then the owner of the policy died without having changed his now ex-wife as the beneficiary. The Tenth Circuit found that the new sections of the probate code applied retroactively to Bryner's policy. However, much of the Tenth Circuit's reasoning is based upon certain specific language in the Utah probate code that does not exist in the South Carolina code.

Prior to 1998, the general rule in Utah was that "unless a property settlement or divorce decree evidences a clear intent" to the contrary, a divorce d[oes] not change the former spouse's status as the survivor beneficiary." Stillman, 343 F.3d at 1314 (quoting Estate of Anello v. McQueen, 953 P.2d 1143, 1145 (Utah 1998)). However, in 1998, Utah enacted § 75-2-804(2), which states:

Except as provided by the express terms of a governing instrument, a court order, or a contract relating to the division of the marital estate made between the divorced individuals before or after the marriage, divorce, or annulment, the divorce or annulment of a marriage:

(a) revokes any revocable [] **disposition or appointment of property made by a divorced individual to his former spouse in a governing instrument**

Utah Code Ann. § 75-2-804(2) (emphasis added). This language is modeled on the Uniform Probate Code and is similar to South Carolina's revocability statute.

In determining whether "fairness" dictates retroactive application here, the Tenth Circuit first considered whether anything in the Utah probate code indicates that the lawmakers intended that the statute be applied retroactively. The Tenth Circuit's primary reason for retroactively applying this statute to Bryner's policy was the language of two other sections of the probate code which do not have a direct equivalent in South Carolina's probate code. *See Stillman*.

First is Utah Code § 75-8-101(2)(e): "[a]ny rule of construction or presumption provided in this code applies to instruments executed and multiple-party accounts opened before the effective date unless there is a clear indication of a contrary intent." Utah Code Ann. § 75-8-101(2)(e) (emphasis added). The South Carolina equivalent is found in S.C. Code § 62-1-100(b)(5): "a rule of construction or presumption provided in this code applies to multiple-party accounts opened before the effective date unless there is a clear indication of a contrary intent." S.C. Code § 62-1-100(b)(5) (emphasis added).⁴

While the Utah probate code explicitly instructs that rules of construction or presumption be applied to "instruments" and "multiple-party account" that were created before the effective date of the statute, the South Carolina Code only mandates that rules of construction or presumption be applied to "multiple-party accounts," and says nothing about other "instruments." Life insurance beneficiary designations are governing instruments. S.C. Code § 62-2-507. They are not multiple-party accounts, which is defined as "an account payable on request to one or more

⁴ This section comes at the very beginning of the South Carolina probate Code, under Article 1: General Provisions, indicating the legislature's intent that the language of Article 1 apply to the rest of the probate code.

of two or more parties, whether or not a right of survivorship is mentioned including, but not limited to, joint accounts or POD accounts.” S.C. Code Ann. § 62-6-101(5). Further, the Uniform Probate Code, upon which the Utah and South Carolina probate codes are modeled, uses the specific term “governing instruments.” See Unif. Probate Code § 8-101(b)(5). Here, it appears that the South Carolina legislature explicitly chose not to use the word “instrument” or “governing instrument,” but instead chose to have this section regarding the retroactive application of rules of instruction apply only to multi-party accounts, not to instruments like life insurance policies.

The other statute upon which the Tenth Circuit based its determination that Utah’s revocability statute should be applied retroactively is § 75–2–1301(2), which states that “[a]ny rule of construction or presumption provided in these provisions applies to governing instruments executed before July 1, 1997, unless there is a finding of a contrary intent.” The Tenth Circuit focused its attention on this provision because it was included with the 1998 amendments, which created the new rule regarding life insurance policy beneficiaries, and because it explicitly applied those amendments to “governing instruments executed before” the amendments. Stillman at 1316.

Once again, the South Carolina probate code has no equivalent provision in the language of the code itself. That language does appear in the Reporter’s Comment of some acts that were later codified into the probate code, but it does not appear in 2013 Act No. 100 § 1, which was codified as S.C. Code § 62-2-507, the statute in dispute here. Thus, as the statutory language upon which the Tenth Circuit relied does not exist in the South Carolina code, therefore this Court declines to rely on Stillman to argue that the South Carolina legislature intended that § 62-2-507 be applied retroactively, like in Utah.⁵

⁵ After considering whether the statutory language itself demonstrated intent for retroactive application, the Tenth Circuit then discussed broader policy reasons for interpreting their statute as retroactive, finding that the “appropriate rule of construction depends on the nature of the document.” Stillman at 1317. The court noted that there had been a

B. In re Estate of DeWitt, 54 P.3D 849 (St. Ct. of Colo. 2002)

Plaintiff then cites In re Estate of Dewitt (“DeWitt”) in support of his argument that Burnsed should not remain as the beneficiary under the contract. DeWitt involved two cases with similar facts and timeline as in the instant matter. In 1995, the Colorado general assembly added § 15-11-804(2) to the Colorado Revised Statutes, which mandated that “the divorce or annulment of a marriage [] revokes any revocable [] disposition or appointment of property made by a divorced individual to his or her former spouse in a governing instrument and any disposition or appointment created by law or in a governing instrument to a relative of the divorced individual’s former spouse.” C.R.S. § 15-11-804(2). This is identical to South Carolina’s revocability statute. The Colorado Supreme Court found this statute should be applied retroactively to life insurance policies that had been created before the enactment of the statute, even when the divorce also occurred before the enactment of this statute and when the death occurred afterward. The court found that the legislature intended for the statute to be retroactively applied, solely because of § 15-17-102:

Effective date—applicability for reenactment of article 11. (1) Except as provided elsewhere in this code and except as provided otherwise in this section, parts 1 to 9 of article 11, as reenacted effective July 1, 1995, **shall apply to the estates, wills, or governing instruments of decedents dying on or after July 1, 1995.**

C.R.S. §15-17-102 (emphasis added). The court did provide that “the plain language of the foregoing provision indicates the general assembly’s intent that the death of an insured-decedent on or after July 1, 1995 triggers application of the statute, notwithstanding that the insurance contract may have been entered into, and the divorced may have occurred, before the effective date of the statute.” In re Estate of DeWitt, 54 P.3 at 853. Section 15-17-102 has since been

“decline of formalism” in the interpretation of legal instruments and a shift to “giving effect to the donor’s intention or probable intention.” Id. (internal quotation marks omitted).

repealed, and § 15-17-101 appears to have replaced it with: “[t]he code or the amendment applies to governing instruments executed by decedents dying thereafter.” Colo. Rev. Stat. Ann. § 15-17-101(2)(a) (emphasis added). South Carolina’s probate code has very similar language in § 62-1-100, the introductory section to the then entire probate code: “the Code applies to any estates of decedents dying thereafter.” S.C. Code § 62-1-100(b)(1) (emphasis added). This code originally took effect on July 1, 1987. § 61-1-100(a).

Section 62-1-100 simply mean that, from July 1, 1987 onwards, this probate code would be the governing body of law for all estate matters in South Carolina. This section is not specific enough to indicate an intent by the legislature that a later added amendment like § 62-2-507 would apply retroactively to change a named beneficiary in a life insurance policy even though the divorce occurred before the new amendment was enacted. Under § 62-1-100, South Carolina’s probate code still “applies” to Meiers’s estate and governs the distribution of his assets. However, just because the probate code applies to his estate does not mean that a specific amendment should be applied retroactively to change his chosen beneficiary.

C. Matter of Estate of Dobert, 192 Ariz. 248, 963 P.2d 327 (1998), and Allstate Life Ins. Co. v. Hanson, 200 F. Supp. 2d 1012 (DC Wisc. 2002)

Another case cited by plaintiff, Matter of Estate of Dobert (“Dobert”), involves a similar fact pattern but a slightly different statute. The comparable Arizona statute did not explicitly revoke any appointments of a beneficiary designation, like the South Carolina statute, but rather just revoked dispositions of property. A.R.S. § 14-2804(A). The Arizona court clarified that § 14-2804(A) does in fact apply to life insurance beneficiary designations. The court relied on the Uniform Probate Code’s commentary to § 2-804, the UPC’s model revocability statute; the commentary states that §2-804 should apply to life insurance designations. Matter of Estate of

Dobert at 332. However, this commentary says nothing at all about retroactive application. The rest of Dobert only discusses the constitutionality of retroactive application and does not provide any more reasons to believe that the legislature intended the statute be retroactive, in contradiction to the general presumption against retroactivity.

Plaintiff also cites Allstate Life Ins. Co. v. Hanson, 200 F. Supp. 2d 1012, 1013–21 (E.D. Wis. 2002) in support. In 1998, Wisconsin revised its probate code to add a provision revoking an ex-spouse as the beneficiary of a life insurance policy upon divorce. The court in Allstate does not actually devote much discussion to its reasons for finding the statute retroactive; it appears to just assume that it is retroactive without any explanation of which sections of the probate code specify retroactive intent. Rather, the court focused on whether this amendment violates the Contracts Clauses of the federal and Wisconsin constitutions, finding it does not.

The Supreme Court of Ohio declined to give retroactive effect to an insurance beneficiary revocation enacted *after* entry of a divorce decree. Aetna Life Ins. Co. v. Schilling, 67 Ohio St.3d 164, 616 N.E.2d 893 (Ohio 1993).

Meier divorced in 2002, twelve years before S.C. Code § 62-2-507 was enacted. The average person generally does not monitor the law for twelve years just in case an amendment is added to the probate code that retroactively nullifies a beneficiary designation he made over a decade before. While one could argue that this is precisely the reason people retain attorney's, it is uncommon to retain your divorce attorney in perpetuity to annually check the law to determine whether there have been any changes that might affect your life insurance policy. Given the fact that there is no clear intent in the South Carolina statutes that this revocability provision should be applied retroactively under these facts, the court should feel free to develop an opinion about the pragmatic and public policy reasons behind this law, even if they differ from higher courts.

D. Constitutionality of Retroactive Application: Sveen v. Melin, 138 S. Ct. 1815 (2018)

In Sveen v. Melin, the United States Supreme Court considered “whether applying an automatic revocation rule to a beneficiary designation made before the statute’s enactment violates the Contracts Clause of the Constitution.” Sveen v. Melin, 138 S. Ct. at 1818. The Court began by discussing the history of estate and divorce laws, noting that “climbing divorce rates led almost all states by the 1980s to adopt another kind of automatic-revocation law” which “treats an individual’s divorce as voiding a testamentary bequest to a former spouse.” Id. at 1819. “Like the old common-law rule, those laws rest on a judgment about a typical testator’s probable intent.” Id. (internal citations omitted).

A Minnesota law provides that “the dissolution or annulment of a marriage revokes any revocable[] beneficiary designation[] made by an individual to the individual's former spouse.” Minn. Stat. § 524.2–804, subd. 1 (2016). While the statutory language is quite similar to South Carolina’s revocation statute, the facts in this case differ significantly from those in the current case. For Meier and Burnsed, the order of events was: marriage, purchase of a life insurance policy, divorce, enactment of the revocation provision in the code, death of the policy owner without having changed the beneficiary. In Sveen, the order was: marriage, purchase of a life insurance policy, the enactment of the revocation provision, divorce, death of the policy owner without having changed the beneficiary. In Sveen, the new revocation law was on the books for five years before the owner of the policy and his named beneficiary got a divorce, as compared to the instant matter, in which the revocation law was not enacted until long after the divorce.

The Court did not discuss whether the Minnesota legislature intended to apply § 524.2–804 retroactively. Rather, the court decided whether a retroactive application of this law violates

the Contracts Clause.⁶ The Contracts Clause of the Constitution provides that “[n]o state shall . . . pass any . . . Law impairing the Obligation of Contracts.” U.S. Const., Art. I, § 10, cl. 1. In determining whether a law violates the contract Clause, the “threshold issue is whether the state law has operated as a substantial impairment of a contractual relationship.” Sveen at 1821. The Court found that Minnesota’s law did not severely impair the contractual relationship between the deceased ex-husband and the insurance company.

First, the statute is designed to reflect a policyholder’s intent—and so to support, rather than impair, the contractual scheme. Second, the law is unlikely to disturb any policyholder’s expectations because it does no more than a divorce court could always have done. And third, the statute supplies a mere default rule, which the policyholder can undo in a moment.

Id. While these rationales might apply in the facts of Sveen, where the policy owner knew of the revocation rule when he got divorced, the court should question whether they actually apply under the facts currently before it. The Sveen Court elaborated that “[t]he law puts in place a presumption about what an insured wants after divorcing. But if the presumption is wrong, the insured may overthrow it.” Id. at 1823. Again, this reasoning may apply when the insured knows of the presumption that will be applied, for then he can easily “overthrow” the presumption and clarify that he wants the ex-spouse to remain as beneficiary. However, this logic does not apply to the instant case where the insured could not have been aware of the presumption of revocation, because it did not yet exist and would not exist for another twelve years. Meiers would have had no reason to “overthrow” a non-existent presumption.

Thus, while the retroactive application of the revocability statute might not have been unconstitutional in this case, there are reasons to believe that, under the circumstances currently before the court, S.C. Code § 62-2-507 does change Meier’s contractual relationship with the

⁶ The Court found that it does not. See Sveen.

insurance company. Even if the retroactive application of this statute does not violate the Contracts Clause, it should still not be applied retroactively because the South Carolina legislature has not clearly indicated its intent that the court do so.

CONCLUSION

Based on all of the above, this Court finds that § 62-2-507 is not retroactive under these facts and that Burnsed is the proper beneficiary under the policy.

IT IS SO ORDERED Plaintiffs' Motion for Summary Judgment is hereby respectfully **DENIED.**

IT IS SO ORDERED!

Honorable Perry M. Buckner
14th Judicial Circuit Court of Common Pleas

_____, South Carolina
_____, 2018.



Beaufort Common Pleas

Case Caption: Richard Walter Meier , plaintiff, et al VS Mary J Burnsed , defendant,
et al
Case Number: 2018CP0700211
Type: Order/Other

It is so Ordered

s/ Perry M Buckner III 2122

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

RICHARD WALTER MEIER AND THE
ESTATE OF WILLIAM CARL MEIER, BY
AND THROUGH CONRAD MEIER,
PERSONAL REPRESENTATIVE,

Plaintiffs,

-vs-

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

**ORDER GRANTING
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY'S
MOTION TO DEPOSIT FUNDS INTO
REGISTRY OF COURT**

C.A. No. 2018-CP-07-00211

Having considered the motion to deposit funds into the registry of the Court, which was filed by Transamerica Premier Life Insurance Company ("Transamerica"), and for good cause shown, it is hereby ORDERED that:

(1) the motion is GRANTED; and

(2) Transamerica is authorized and directed to pay \$250,000, plus any applicable interest, representing the life insurance benefits payable under Policy No. 15B1123871 ("Policy") by reason of the death of William Carl Meier, into the registry of this Court for ultimate disposition by Order of this Court.

ELECTRONIC SIGNATURE PAGE TO FOLLOW

WE MOVE:

s/Emily I. Bridges

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Attorney for Plaintiff

May 31, 2018



Beaufort Common Pleas

Case Caption: Richard Walter Meier , plaintiff, et al VS Mary J Burnsed , defendant,
et al
Case Number: 2018CP0700211
Type: Order/Deposit Money

So Ordered

s/Carmen T Mullen 2142

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT
 2018-CP-07-_____

RICHARD WALTER MEIER AND)
 THE ESTATE OF WILLIAM CARL)
 MEIER, BY AND THROUGH CONRAD)
 MEIER, PERSONAL REPRESENTATIVE,)

Plaintiffs,)

vs.)

SUMMONS

MARY J. BURNSED AND)
 TRANSAMERICA PREMIER LIFE)
 INSURANCE COMPANY, INC.,)

Defendants.)
 _____)

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer upon the subscribed at his office, Post Office Drawer 507/1501 North Street, Beaufort, South Carolina 29901, within thirty (30) days from the service hereof, exclusive of the day of such service; and if you fail to Answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded.

MOSS, KUHN & FLEMING, P.A.

By: /s/ H. Fred Kuhn, Jr.

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Beaufort, South Carolina
 February 5, 2018

Attorneys for the Plaintiff

000034

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	2018-CP-07-_____
 RICHARD WALTER MEIER AND	)	
THE ESTATE OF WILLIAM CARL	)	
MEIER, BY AND THROUGH CONRAD	)	
MEIER, PERSONAL REPRESENTATIVE,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	COMPLAINT
	)	(NON-JURY)
MARY J. BURNSED AND	)	
TRANSAMERICA PREMIER LIFE	)	
INSURANCE COMPANY, INC.,	)	
	)	
Defendants.	)	
_____	)	

The Plaintiffs, Richard Walter Meier and the Estate of William Carl Meier, by and through Conrad Meier, Personal Representative, would respectfully show unto this Honorable Court as follows:

1. The Plaintiff, Richard Walter, Meier, is a citizen and resident of the State of Connecticut.
2. William Carl Meier was a citizen and resident of the County of Beaufort in the State of South Carolina at the time of his death on December 26, 2017, his estate is currently being probated in the Beaufort County Probate Court, and Conrad Meier, a citizen and resident of Beaufort County, South Carolina, is the duly appointed Personal Representative of the Estate of William C. Meier.
3. Upon information and belief, Defendant Mary J. Burnsed ("Burnsed") is a citizen and resident of the State of South Carolina.

4. Upon information and belief, the Defendant Transamerica Premier Life Insurance Company, Inc. ("Transamerica") is a corporation organized under and existing by virtue of the laws of a State other than the State of South Carolina, authorized to do business in South Carolina and doing business in Beaufort County, South Carolina.

5. There exists a justiciable controversy between the Plaintiffs and the Defendant Burnsed as to the proper beneficiary of a policy of life insurance issued by the Defendant Transamerica on the life of William Carl Meier.

6. The Defendant Transamerica issued a policy of life insurance bearing Policy Number 15B1123871 (the "Policy") to William Carl Meier.

7. William Carl Meier was the owner of the Policy and the Policy insured the life of William Carl Meier.

8. At the time the aforesaid Policy was issued William C. Meier was married to the Defendant Burnsed.

9. Upon information and belief, at the time of the issuance of the aforesaid Policy William Carl Meier designated the primary beneficiary as his wife, the Defendant Burnsed.

10. Upon information and belief, William Carl Meier designated the Plaintiff as his contingent beneficiary of the Policy.

11. Subsequent to the designation of the Defendant Burnsed as the beneficiary of the Policy, William Carl Meier and the Defendant Burnsed were divorced pursuant to a Final Decree of Divorce issued by the Beaufort County Family Court in Civil Action Number 2002-DR-07-1419.

12. Following the divorce of William Carl Meier and the Defendant Burnsed, William Carl Meier maintained ownership of the Policy, paid the premiums as they fell due, and maintained the Policy on his life in full force and effect.

13. On December 26, 2017 William Carl Meier suddenly and unexpectedly died.

14. At the time of his death, William Carl Meier was a citizen and resident of Beaufort County, South Carolina.

15. Although it was the intent of William Carl Meier, prior to his death, to remove his ex-wife the Defendant Burnsed as the primary beneficiary of the Policy, he was prevented from doing so by the unexpected nature of his death.

16. The Policy is a "governing instrument" within the meaning of §62-2-507(a)(4) of the South Carolina Code of Laws.

17. William Carl Meier's designation of the Defendant Burnsed of the primary beneficiary of the Policy was and is "revocable" within the meaning of §62-2-507(a)(5) of the South Carolina Code of Laws.

18. The Final Decree of Divorce granted to William Carl Meier and the Defendant Burnsed by the Beaufort County Family Court in Docket Number 2002-DR-07-1419 revokes the designation of the Defendant Burnsed as beneficiary of the Policy in accordance with §62-2-507(c) of the South Carolina Code of Laws.

19. As a result of the divorce of William Carl Meier and the Defendant Burnsed and the operation of §62-2-507 of the South Carolina Code of Laws the Plaintiff is now the primary beneficiary of the Policy and the Estate of William Carl Meier is the contingent beneficiary.

WHEREFORE, the Plaintiff prays as follows:

- a. That the Court declare that the Defendant Burnsed is not a beneficiary of, has no interest in, nor any claim to, the Policy or its benefits;
- b. That the Plaintiff Richard Walter Meier is the primary beneficiary of the Policy;
- c. That the Estate of William Carl Meier is the contingent beneficiary of the Policy;
- d. That the Court issue an Order directing the Defendant Transamerica to pay the proceeds of the Policy to the Plaintiff Richard Walter Meier as the primary beneficiary; and
- e. For such other and further relief as this Honorable Court may deem to be just and proper.

MOSS, KUHN & FLEMING, P.A.

By: /s/ H. Fred Kuhn, Jr.

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Attorney for Plaintiff

Beaufort, South Carolina
February 5, 2018

000038

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	2018-CP-07-00211
RICHARD WALTER MEIER AND	)	
THE ESTATE OF WILLIAM CARL	)	
MEIER, BY AND THROUGH CONRAD	)	
MEIER, PERSONAL REPRESENTATIVE	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	ANSWER, COUNTERCLAIM AND
	)	CROSSCLAIM
	)	
MARY J. BURNSED AND	)	
TRANSAMERICA PREMIER LIFE	)	
INSURANCE COMPANY, INC.,	)	
	)	
Defendants.	)	

Defendant Mary J. Burnsed answering the Complaint of Richard Walter Meier and the Estate of William Carl Meier, by and through Conrad Meier, Personal Representative, alleges and states as follows:

FOR A FIRST DEFENSE:

1. Each and every allegation not hereinafter specifically admitted, modified, or explained is hereby denied.
2. Defendant Mary J. Burnsed (hereafter "Burnsed") admits, upon information and belief, the allegations of Paragraphs 1 and 2 of the Complaint.
3. Defendant Burnsed denies the allegations of Paragraph 3 of the Complaint; and affirmatively alleges that she is presently a resident of Wilmington, North Carolina, but was a citizen and resident of the State of South Carolina at the time she married Richard Walter Meier (hereafter "Decedent"), on July 19, 1997, and at the time she divorced Decedent on November 26, 2002.
4. Defendant Burnsed admits, upon information and belief the allegations of Paragraph 4 of the Complaint.
5. Answering the allegations of Paragraph 5 of the Complaint, Defendant Burnsed admits so much of said paragraph as may be construed to allege that there is a disagreement between Plaintiffs and Defendant Burnsed regarding the entitlement to the life insurance policy limits of

Transamerica life insurance policy number 15B1123871, in which Defendant Burnsed is the named primary beneficiary of the face value of the policy in the amount of \$250,000.00.

6. Defendant Burnsed admits the allegations of Paragraphs 6 and 7 of the Complaint.

7. Defendant Burnsed is without sufficient information and/or knowledge to admit or deny the allegations of Paragraph 8 of the Complaint.

8. Answering the allegations of Paragraph 9 of the Complaint, Defendant Burnsed admits so much of said paragraph as may be construed to allege at the time of the issuance of the aforesaid Policy, Decedent designated Defendant Burnsed as primary beneficiary of the aforesaid Policy.

9. Defendant Burnsed is without sufficient information and/or knowledge to admit or deny the specific date allegations of Paragraph 10 of the Complaint, but admits that Defendant Burnsed was and has been informed that she was and always has been the primary beneficiary of the aforesaid Policy.

10. Answering the allegations of Paragraph 11 of the Complaint, Defendant Burnsed admits that portion of said paragraph alleging that the Defendant Burnsed were divorced pursuant to a Final Decree of Divorce issued on November 26, 2002 by the Beaufort County Family Court in Civil Action Number 2002-DR-07-1419, but is without sufficient knowledge and/or information to admit or deny that the divorce was before or after the designation of Defendant Burnsed as primary beneficiary but is informed and believes the divorce was after the designation and therefore admits that portion of Paragraph 11.

11. Defendant Burnsed admits upon information and belief the allegations of Paragraph 12 of the Complaint.

12. Defendant Burnsed admits the allegations of Paragraphs 13 and 14 of the Complaint.

13. Defendant Burnsed denies the allegations of Paragraph 15 of the Complaint and demands strict proof thereof. Further answering said paragraph, Defendant Burnsed affirmatively alleges that there is no evidence or proof to substantiate said allegations as to Decedent's intent and are based solely upon surmise and speculation.

14. Paragraphs 16 and 17 of the Complaint are legal conclusions to which Defendant Burnsed is not required to reply. However, to the extent the allegations do require a reply, Defendant Burnsed affirmatively alleges that neither South Carolina Code Section 62-2-507(a)(4) or Section 62-2-507(a)(5) can be interpreted to revoke the designation and entitlement of Defendant Burnsed to all of the policy benefits as primary beneficiary. (See: Section 62-2-

507, effective date January 1, 2014; Section 62-2-507(a)(2); U S Federal District Court, Case Number 2:15-CV-04793 – DCN's Order, State Farm Life Insurance vs. Murphy, et al., Motions For Summary Judgment).

15. Paragraphs 18 and 19 of the Complaint are legal conclusions to which Defendant Burnsed is not required to reply. However, to the extent the allegations do require a reply, Defendant Burnsed affirmatively alleges that Plaintiff's alleged interpretation and application of §62-2-507(c) of the South Carolina Code of Laws is erroneous and that §62-2-507 of the South Carolina Code of Laws does not operate to revoke the rights of Defendant Burnsed as designated primary beneficiary of the Transamerica life insurance policy of William Carl Meier, and there can be no revocation of Defendant's claims pursuant to §62-2-507 of the South Carolina Code of Laws.

Wherefore, Defendant Burnsed asks that the Court dismiss the allegations of both Plaintiff's, find that Defendant Burnsed is the primary and only primary beneficiary ever designated on the policy of life insurance purchased by Decedent William Carl Meier, declare that upon the death of William Carl Meier the only lawful beneficiary was, and is, Defendant Burnsed, and award to Defendant Burnsed the total of all the life insurance benefits and further award such damages for costs, expenses, attorney fees, and other damages arising out of the erroneous allegations of ownership by Richard Walter Meier and William Carl Meier.

FOR A SECOND DEFENSE

16. Each and every allegation above regarding all admissions, denials or explanations are realleged as if repeated verbatim herein.

17. Defendant Burnsed specifically reserves any additional and/or affirmative defenses as may be available to defendant or revealing during discovery in this case.

FOR A THIRD DEFENSE AND BY WAY OF COUNTERCLAIM **(Tortious Interference with Contract)**

18. Each and every responsive allegation above set out is realleged and adopted as if repeated verbatim herein. All of the events giving rise to these causes of action as described herein occurred in Beaufort County, South Carolina. The Beaufort County Court of Common Pleas

Court has appropriate jurisdiction and venue over the matters in Defendant Burnsed's Counterclaim.

19. Defendant Burnsed is presently a resident of Wilmington, North Carolina.

20. On information and belief, Co-Defendant Transamerica is an insurance company incorporated and having its principal place of business in the State of Iowa or another state of the United States outside South Carolina and authorized to do business in the State of South Carolina.

21. On information and belief the Plaintiff, Conrad Meier, is the son of Decedent and appointed Personal Representative of the Estate of William C. Meier, and is a resident of Beaufort County, South Carolina.

22. Defendant Burnsed is the former wife of Decedent William Carl Meier having been married on July 19, 1997. On November 26, 2002, the Beaufort County Family Court issued a Final Decree of Divorce granting the Defendant Burnsed a divorce from the Decedent.

23. Prior to Decedent's untimely death on December 26, 2017, Decedent acquired a life insurance policy from Co-Defendant Transamerica Premier Life Insurance Company, Inc. (hereafter "Transamerica") in the amount of \$250,000.00 naming Decedent as the insured and naming Defendant Burnsed as his primary beneficiary and Conrad Alexander Meier, his son from a previous marriage, as secondary or contingent beneficiary. The Transamerica life insurance policy carries policy number 15B1123871.

24. Despite Defendant Burnsed's divorce from Decedent they remained friends and socialized together until Decedent's death. For over fifteen years after their divorce on November 26, 2002, Decedent maintained the Defendant Burnsed as the named primary beneficiary of the Transamerica life insurance policy until his death on December 26, 2017.

25. The effective date of §62-2-507 of the South Carolina Code of Laws which addresses the revocation of beneficiary designations of life insurance policies as to former spouses is January 1, 2014, and does not provide for retroactive application to those life insurance policies pre-existing January 1, 2014. Accordingly, said statute is inapplicable to the life insurance policy purchased by Decedent from Transamerica which is the subject of this action.

26. Defendant Burnsed is informed and believes that she has at all times from the issuance of the Transamerica life insurance policy 15B1123871 to the death of Decedent been the primary

beneficiary of the policy, and Decedent is informed and believes that at no time sought to change the primary beneficiary from Defendant Burnsed to any other person.

27. Defendant Burnsed is entitled as primary beneficiary to receive all the policy proceeds of the Transamerica policy number 15B1123871 in the amount of \$250,000.00, which distribution and payment to her is past due.

28. Defendant Burnsed is informed and believes that Plaintiffs have sought to interfere with Transamerica's payment of the life insurance proceeds to Defendant Burnsed by erroneously interpreting and asserting that portions of S. C. Code Section 62-2-507 preclude a divorced spouse named as the primary beneficiary in the policy prior to their divorce from her rights to the benefits regardless of the fact that the divorce preceded the enactment of said law. Contrary to Plaintiff's interpretation, said statute, which did not become effective until January 1, 2014, does not apply retroactively to spouses divorced prior to the enactment of said statute and, therefore, is inapplicable to a former spouse named as primary beneficiary prior to January 1, 2014.

29. The claims by Plaintiff Richard Walter Meier and Conrad Meier, Personal Representative of the Estate Conrad A. Meier, seeking to deny Defendant Burnsed's entitlement to the Transamerica life insurance proceeds as primary beneficiary constitutes a tortious interference with her contractual rights and creates a cloud upon her legitimate claim thereto.

30. As a direct and proximate result of Plaintiffs tortious interference with Defendant Burnsed's contractual claim to the Transamerica life insurance proceeds, Defendant Burnsed has suffered and will continue to suffer damages including deprivation of the receipt and use of the insurance benefits, financial hardship, emotional stress, and is entitled to attorney's fees and cost, and such other damages as are provided by statute and are appropriate and approved by the Court.

FOR A FOURTH DEFENSE AND BY WAY OF FIRST CROSSCLAIM

(Breach of Contract)

31. Defendant Burnsed repeats and realleges and adopts each and every responsive and affirmative allegation above written as if repeated verbatim herein.

32. Prior to and at the time of William C. Meier's death on December 26, 2017, Decedent Meier had been divorced from Defendant Burnsed for over 15 years. There has been no

allegations or evidence shown to support any claim that any person other than Defendant Burnsed had been or was to be the only primary beneficiary of the policy of William C. Meier.

33. Defendant Burnsed personally, and by and through her representatives, have made timely and valid claims to Co-Defendant, Transamerica demanding it pay the life insurance proceeds in the amount of \$250,000.00, directly to defendant Burnsed as the named sole primary beneficiary.

34. Under the terms of the policy and by Statute, Co-Defendant Transamerica has a contractual duty to pay out the policy proceeds in accordance with the terms of the contract directly to the primary beneficiary.

35. Co-Defendant Transamerica has refused and still refuses to pay Defendant Burnsed's claim for benefits despite the terms of the insurance contract and demands made to Transamerica.

36. Co-Defendant Transamerica's violation of their statutory duties and contractual duties by refusal to pay the insurance benefits to the primary beneficiary constitutes a breach of the insurance contract.

37. As a direct and proximate cause of Co-Defendant Transamerica's breach of the insurance contract and constitutes an act of bad faith, Defendant Burnsed has suffered and will continue to suffer damages, which Defendant Burnsed is entitled to receive, including deprivation of the use of the policy proceeds, financial hardship, emotional stress, and attorney's fees and cost and such other damages as are provided by statute and are appropriate and approved by the Court.

FOR A FIFTH DEFENSE AND BY WAY OF SECOND CROSSCLAIM
(Unreasonable and Bad Faith Refusal to Pay Benefits Under Contract)

38. Defendant Burnsed repeats and realleges and adopts each and every responsive and affirmative allegation above written as if repeated verbatim herein.

39. At the time of decedent William C. Meier's death on December 26, 2017, he had a policy of insurance with Transamerica life insurance company in the amount of \$250,000.00

40. Upon information and belief, Defendant Burnsed is and always has been the intended sole primary beneficiary of the insurance contract/policy between Decedent and Co-Defendant Transamerica in the amount of \$250,000.00.

41. Under the terms of the policy, Co-Defendant Transamerica has a contractual duty to pay out the entire policy proceeds in accordance with the terms of the contract.

42. Co-Defendant Transamerica also has a statutory duty to pay the benefit proceeds to Defendant Burnsed in a timely manner.

43. Transamerica owed and owes Defendant Burnsed a duty to act fairly and reasonably toward its insured and to her at all stages of its investigation in the handling of the claims under the insurance policy. Co-Defendant Transamerica is and has been obligated to use reasonable diligence in the investigation, evaluation, and payment of Defendant Burnsed's claim.

44. Transamerica breached its duties to Defendant Burnsed; failed to act fairly and reasonably toward Defendant Burnsed; demonstrated a significant disregard of Defendant Burnsed's rights and economic interest; and undertook actions toward Defendant Burnsed that were not within the terms of the insurance contract or otherwise failed to determine the sole primary beneficiary of the policy proceeds.

45. Transamerica has no reasonable basis for denying Defendant Burnsed's benefits under the insurance policy and has had knowledge of, or a reckless disregard of, the lack of a reasonable basis for denying the benefits to Defendant Burnsed.

46. As a direct and proximate result of Co-Defendant Transamerica's breach of the insurance contract, Defendant has suffered and will continue to suffer deprivation of the use of the policy proceeds, damages including financial hardship, emotional distress, and attorney's fees and cost.

47. Defendant Burnsed is entitled to including financial hardship, emotional stress, and attorney's fees and costs and such other damages as are provided by statute and are appropriate and approved by the Court in addition to other actual damages, including attorneys' fees and costs as referenced below.

48. Because Co-Defendant Transamerica's conduct was and is without reasonable basis and in bad faith, Defendant Burnsed is also entitled to an award of punitive damages.

WHEREFORE, Defendant Mary J. Burnsed prays for the following relief:

1. Deny Plaintiffs' request for relief;
2. Grant judgment against Plaintiffs and Co-Defendant Transamerica in favor of Defendant, Burnsed;
3. Award Defendant Burnsed actual damages;
4. Award Defendant Burnsed consequential damages;
5. Award Defendant Burnsed punitive damages;
6. Award Defendant Burnsed attorneys' fees and costs;

7. Order the payment of the insurance company proceeds to defendant Burnsed; and
8. Order such other and further relief as the Court may deem appropriate.

By:/s/ Paul H. Infinger, Esq.

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Beaufort, SC 29901

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4/12/2018 12:43 AM

ATTORNEY FOR DEFENDANT BURNSED

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

VS.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

REPLY TO COUNTERCLAIM

TO: PAUL H. INFINGER, ESQUIRE, ATTORNEY FOR THE DEFENDANT MARY J. BURNS:

The Plaintiffs by and through their undersigned attorneys, hereby reply to the Counterclaim of the Defendant Mary J. Burnsed as follows:

1. All allegations of the Counterclaim which are not expressly admitted are denied and strict proof demanded thereof.

2. The allegations of Paragraph 1 – 17 of the Answer do not require a response.

3. The allegations of Paragraph 18 of the Counterclaim are denied.

4. The allegations of Paragraphs 19, 20, 21 and 22 of the Counterclaim are admitted.

5. The allegations of Paragraphs 23, 24, 25, 26, 27, 28, 29 and 30 of the Counterclaim are denied.

6. The allegations of Paragraphs 31 – 48 of the First and Second Crossclaims, insofar as they affect the Plaintiffs, are denied and strict proof demanded thereof.

WHEREFORE, having replied to the Counterclaim of the Defendant Mary J. Burnsed the Plaintiffs pray that the same be dismissed and judgment be granted to the Plaintiffs on the Complaint, together with such other and further relief as this Honorable Court may deem to be just and proper.

MOSS, KUHN & FLEMING, P.A.

By/s/ H. Fred Kuhn, Jr.

H. Fred Kuhn, Jr.
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Attorney for Plaintiffs

Beaufort, South Carolina
April 20, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

RICHARD WALTER MEIER AND THE)
ESTATE OF WILLIAM CARL MEIER, BY)
AND THROUGH CONRAD MEIER,)
PERSONAL REPRESENTATIVE,)
Plaintiffs,)
- vs -)
MARY J. BURNSED AND)
TRANSAMERICA PREMIER LIFE)
INSURANCE COMPANY, INC.,)
Defendants.)

**ANSWER, COUNTERCLAIM IN
INTERPLEADER, AND CROSSCLAIM
IN INTERPLEADER OF DEFENDANT
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY**

C.A. No. 2018-CP-07-00211

Defendant Transamerica Premier Life Insurance Company ("Transamerica") answers the plaintiffs' complaint, and files its counterclaim and crossclaim in interpleader.

ANSWER

First Defense

Western Reserve Life Assurance Company of Ohio ("Western Reserve") issued Policy No. 15-B1123871 ("the Policy"), a flexible premium variable universal life insurance policy, to William C. Meier ("the Insured") of Beaufort County, South Carolina, with a Policy Date of July 16, 1998. Effective October 1, 2014, Western Reserve merged into Transamerica, which assumed all rights and obligations of the insurer under the Policy. For the reasons set out in its counterclaim and crossclaim in interpleader, filed pursuant to Rule 22 of the South Carolina Rules of Civil Procedure, Transamerica is unable to determine the correct recipient of the death benefit payable under the Policy, and the correct recipient should be determined by this Court. All issues raised by the complaint can be, and should be, resolved through interpleader.

Second Defense

Transamerica answers the numbered paragraphs of the complaint as follows:

1. Based upon information and belief, Transamerica admits paragraphs 1.
2. Based upon information and belief, Transamerica admits paragraph 2.
3. Transamerica lacks knowledge or information sufficient to admit or deny paragraph 3.
4. Paragraph 4 is admitted. For further answer, Transamerica shows that it is a corporation organized under the laws of Iowa; that its principal place of business is in Cedar Rapids, Iowa; and that it is authorized to do business in South Carolina.
5. Paragraph 5 is admitted. For further answer, Transamerica shows that the Insured was the owner of, and was insured under the Policy; that the Insured designated as the primary beneficiary of the Policy defendant Mary J. Burnsed ("Ms. Burnsed"), whose relationship to the Insured was identified as "Wife"; that the Insured designated as the contingent beneficiary of the Policy plaintiff Richard Walter Meier ("Mr. Meier"), whose relationship to the Insured was identified as "Brother"; and that Transamerica has received conflicting claims from Ms. Burnsed and from Mr. Meier to the death benefit payable under the Policy due to the death of the Insured.
6. Paragraph 6 is denied. For further answer, Transamerica shows that the Policy was issued to the Insured by Western Reserve; that Western Reserve merged into Transamerica effective October 1, 2014; and that Transamerica assumed all rights and obligation of the insurer under the Policy. For further answer, Transamerica refers to the Policy, which speaks for itself, for a full disclosure of its provisions.
7. Paragraph 7 is admitted.
8. Paragraph 8 is admitted upon information and belief.

9. Answering paragraph 9, Transamerica admits that by means of an Application for Insurance dated June 16, 1998, the Insured designated as the primary beneficiary of the Policy Ms. Burnsed, whose relationship to the Insured was identified as "Wife."

10. Answering paragraph 10, Transamerica admits that by means of the Application for Insurance dated June 16, 1998, the Insured designated as the contingent beneficiary of the Policy Mr. Meier, whose relationship to the Insured was identified as "Brother."

11. Paragraph 11 is admitted. For further answer, Transamerica refers to the Final Decree of Divorce dated November 26, 2002, entered by the Beaufort County Family Court in Civil Action No. 2002-DR-07-1419.

12. Paragraph 12 is admitted.

13. Answering paragraph 13, Transamerica admits that the Insured died on December 26, 2017. Transamerica lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 13.

14. Paragraph 14 is admitted.

15. Transamerica lacks knowledge or information sufficient to admit or deny paragraph 15.

16-20. Because paragraphs 16, 17, 18, 19, and 20 call for legal conclusions, Transamerica neither admits nor denies those paragraphs. For further answer, Transamerica show that it has filed a counterclaim and crossclaim in interpleader; that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by the Court; and that interpleader, pursuant to Rule 22, SCRCF, is the appropriate remedy to determine the rights of all parties.

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21. Transamerica admits that plaintiffs seek the relief requested in the prayer for relief, but expresses no opinion as to correct recipient of the death benefit owed under the Policy. Transamerica is a disinterested stakeholder, which has filed a counterclaim and crossclaim in interpleader and has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by the Court.

COUNTERCLAIM AND CROSSCLAIM IN INTERPLEADER

Defendant Transamerica Premier Life Insurance Company ("Transamerica") files this counterclaim and crossclaim in interpleader pursuant to Rule 22, SCRPC.

1. Transamerica brings this counterclaim and crossclaim in interpleader to determine the correct recipient of the death benefit payable under Policy No. 15-B1123871 ("the Policy") due to the death of William Carl Meier ("the Insured").

2. Transamerica is an insurance company organized under the laws of Iowa, and is authorized to conduct business in South Carolina.

3. The Insured was a citizen and resident of the Beaufort County, South Carolina, at the time of his death; his estate is being probated in the Beaufort County Probate Court; and Conrad Meier, a citizen and resident of Beaufort County, South Carolina, is the duly appointed Personal Representative of the estate. The Estate is subject to the jurisdiction of this Court.

4. Counterclaim defendant Richard Walter Meier ("Mr. Meier"), is a citizen of South Carolina, and is subject to the jurisdiction of this Court.

5. Upon information and belief, crossclaim defendant Mary J. Burnsed ("Ms. Burnsed"), is a citizen of North Carolina and is subject to the jurisdiction of this Court.

6. This Court has subject matter jurisdiction, and venue is appropriate in this Court.

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7. By means of a Life Insurance Application dated June 16, 1998, the Insured applied to Western Reserve Life Assurance Company of Ohio ("Western Reserve") for a policy of life insurance.

8. In the Life Insurance Application, the Insured designated as the primary beneficiary of the Policy Ms. Burnsed, whose relationship to the Insured was identified as "Wife."

9. In the Life Insurance Application, the Insured designated as the contingent beneficiary of the Policy Mr. Meier, whose relationship to the Insured was identified as "Brother."

10. In response to the Life Insurance Application, Western Reserve issued the Policy with a Policy Date of July 16, 1998, insuring the life of the Insured. A redacted specimen copy of the Policy, including the Life Insurance Application, is attached as Exhibit 1.

11. Effective October 1, 2018, Western Reserve merged into Transamerica, which assumed all rights and obligations of the insurer under the Policy.

12. The Policy was in force at the time of the Insured's death.

13. The Policy defines "Beneficiary" as "The person or persons specified by the Owner to receive the Death Benefit Proceeds upon Your death." Under its General Provisions, the Policy states in part:

BENEFICIARY. The Beneficiary, as named in the application or subsequently changed, will receive the benefits payable at Your death. If the Beneficiary dies before You, the Contingent Beneficiary, if named, becomes the Beneficiary. If no Beneficiary or Contingent Beneficiary survives You, the benefits payable at Your death will be paid to the Owner or the Owner's estate.

We will not be bound by any change in the Beneficiary designation unless it is made by Written Notice. The change will be effective on the date the Written Notice was signed; however, no change

will apply to any payment We made before the Written Notice is received. If We request, this Policy must be returned to Our Office for endorsement.

(Exhibit 1.)

14. The Insured died on December 26, 2017. A redacted copy of the Insured's death certificate is attached as Exhibit 2.

15. As a result of the Insured's death, a death benefit in the amount of \$250,000 became payable under the Policy.

16. According to Transamerica's records, the primary beneficiary of the Policy at the time of the Insured's death was Ms. Burnsed.

17. On or about December 26, 2017, Conrad Meier, the Personal Representative of the Estate of the Insured, informed Transamerica by telephone of the death of the Insured.

18. On or about December 28, 2017, Ms. Burnsed informed Transamerica by telephone of the death of the Insured, stated that she was the beneficiary of the Policy, and provided her home address in North Carolina.

19. On or about December 29, 2018, Mr. Meier informed Transamerica by telephone of the death of the Insured and stated that he was the contingent beneficiary of the Policy.

20. By letter to Ms. Burnsed dated January 2, 2018, Transamerica enclosed a Claimant's Statement to be completed by Ms. Burnsed. The South Carolina address to which the letter was sent was the same address provided by the Insured on his Life Insurance Application, not the North Carolina address provided by Ms. Burnsed by telephone. A redacted copy of the letter dated January 2, 2018, is attached as Exhibit 3.

21. Transamerica has not received a completed Claimant's Statement from Ms. Burnsed.

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22. On or about January 5, 2018, Conrad Meier informed Transamerica by telephone that the Insured and Ms. Burnsed were divorced and that Ms. Burnsed's claim to the death benefit was being contested.

23. Transamerica received a letter dated January 5, 2018, from H. Fred Kuhn, Jr., an attorney representing the Estate of William C. Meier, stating in part:

Please be advised that the Estate challenges the current beneficiary designation and no proceeds should be paid to the currently designated beneficiary.

At the time Mr. Meier designated the current beneficiary, he and the beneficiary were married. Subsequently, Mr. Meier and the beneficiary divorced. Under § 62-2-507 of the South Carolina Code of Laws Mr. Meier's divorce from the beneficiary automatically revokes the beneficiary's entitlement to any life insurance proceeds payable under the terms of the policy. You are hereby provided written notice of their divorce in accordance with sub-section (g)(2) of the aforesaid statute.

A copy of the letter dated January 5, 2018, is attached as Exhibit 4.

24. By letter to Mr. Kuhn dated January 11, 2018, Transamerica requested a copy of the divorce decree and settlement agreement. A copy of the letter dated January 11, 2018, is attached as Exhibit 5.

25. Transamerica received a letter dated January 31, 2018, from Paul H. Infinger, an attorney representing Ms. Burnsed, requesting a copy of the Policy, and stating in part:

I have been retained to represent Mary Burnsed, former wife of your deceased insured William C. Meier, for full payment of her claim as sole named beneficiary of all policy proceeds in the above referenced Transamerica policy and all other policies owned by William C. Meier prior to his death on December 26, 2017.

...

We are aware that there may have been another claim made for the life insurance benefits and we hereby advise you that Mary Burnsed claims that she is the sole named beneficiary and we request that the total and full amount of the benefits be immediately paid to her.

A copy of the letter dated January 31, 2018, is attached as Exhibit 6.

26. Included with the letter from Mr. Infinger dated January 31, 2018, was a copy of the Final Divorce Decree. A copy of the Final Divorce Decree is attached as Exhibit 7.

27. The Final Divorce Decree does not address any insurance policies insuring the lives of the Insured or Ms. Burnsed.

28. By letter dated February 5, 2018, Transamerica requested that Mr. Kuhn, the Estate's attorney, provide contact information for Mr. Meier, the contingent beneficiary identified in the Life Insurance Application. A copy of the letter dated February 5, 2018, is attached as Exhibit 8.

29. Transamerica has not paid the \$250,000 death benefit to any individual or entity claiming to be the beneficiary of the Policy.

30. Transamerica did not receive a notice of change in the beneficiary designation at any time before the death of the Insured or after entry of the Final Divorce Decree.

31. Absent an agreement between Mr. Meier, the Estate of the Insured, and Ms. Burnsed, Transamerica is unable to safely determine the correct recipient of the death benefit and is unable to satisfy its obligation for payment of the death benefit under the Policy.

32. As a result, Transamerica may be subjected to multiple liability unless this Court authorizes it to pay the death benefit, with any applicable interest, into the registry of this Court and requires Mr. Meier, the Estate of the Insured, and Ms. Burnsed to interplead and to assert in this proceeding any claims which they may wish to assert to the death benefit.

33. As a mere stakeholder, Transamerica has no interest in the death benefit except to see that it is paid in accordance with the Policy and applicable law.

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WHEREFORE, having answered the complaint and having asserted its counterclaim and crossclaim in interpleader, Transamerica prays:

- (a) That its counterclaim and crossclaim in interpleader be allowed;
- (b) That Mr. Meier, the Estate of the Insured, and Ms. Burnsed be required to interplead and to assert in this action any claims they may wish to assert to the death benefit payable under the Policy by reason of the death of the Insured;
- (c) That Mr. Meier, the Estate of the Insured, and Ms. Burnsed be temporarily and permanently restrained and enjoined from instituting or prosecuting against Transamerica any claim in any State or United States Court with respect to the Policy and the death benefit payable thereunder, except by way of interpleader in this action;
- (d) That the Court enter an order authorizing and directing Transamerica to pay \$250,000 into the registry of this Court in payment of the death benefit under the Policy;
- (e) That an order be entered discharging Transamerica from further liability under the Policy;
- (f) That the Court resolve the claims of Mr. Meier, the Estate of the Insured, and Ms. Burnsed, and determine which of them is entitled to receive the death benefit payable under the Policy;
- (g) That Transamerica be dismissed with prejudice as a party to this action and awarded a reasonable sum to cover its costs, expenses, and attorney's fees; and

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(h) That Transamerica have such other and further relief to which it may be entitled.

s/ Emily Bridges
Kurt M. Rozelsky (#6856)
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Smith Moore Leatherwood LLP
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Post Office Box 87
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(864) 751-7600
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kurt.rozelsky@smithmoorelaw.com
emilybridges@smithmoorelaw.com

Attorney for Defendant
Transamerica Premier Life Insurance Company

April 23, 2018

GREENVILLE 1523348

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Exhibit 1

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WESTERN RESERVE LIFE
ASSURANCE CO. OF OHIO
(A STOCK COMPANY)

Home Office: Columbus, Ohio
Administrative Office: P.O.Box 5068
Clearwater, Florida 33758-5068
727-299-1800

IN THIS POLICY the Primary Insured is named on the Policy Schedule Page. The Primary Insured will be referred to as *You* or *Your*. Western Reserve Life Assurance Co. Of Ohio will be referred to as *We*, *Our* or *Us*.

IF YOU DIE before the Maturity Date and while this Policy is In Force, WE WILL PAY the Death Benefit Proceeds to the Beneficiary upon receipt of due proof of Your death. **THE AMOUNT OF THE DEATH BENEFIT PROCEEDS WILL INCREASE OR DECREASE DEPENDING ON THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS IN THE SEPARATE ACCOUNT AND ON THE DEATH BENEFIT OPTION SELECTED AS DESCRIBED IN THE DEATH BENEFIT PROVISIONS.**

IF YOU ARE ALIVE on the Maturity Date and this Policy is In Force, WE WILL PAY the Net Surrender Value as of the Maturity Date. **CASH VALUES WILL INCREASE OR DECREASE IN ACCORDANCE WITH THE POLICY VALUE PROVISIONS AND THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS IN THE SEPARATE ACCOUNT. CASH VALUES ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.**

THE PROVISIONS on the following pages are part of this Policy.

IN WITNESS WHEREOF, We have signed this Policy at Our Office in Clearwater, Florida as of the Policy Date.

William H. Zenger

Secretary

John R. Kenney

President

RIGHT TO EXAMINE POLICY

The Owner may cancel this Policy by returning it to Us at P.O. Box 5068, Clearwater, Florida 33758 or to the representative through whom it was purchased within 10 days after receipt. If the Policy is returned within this period, it will be void from the beginning and a refund will be made to the Owner. The refund will be the total of all premiums paid for this Policy.

Flexible Premium Variable Life Insurance Policy
Death Benefit Proceeds Payable at Death of Insured Prior to Maturity Date
Net Surrender Value Payable at Maturity Date
Flexible Premiums Payable During Lifetime of Insured Until the Maturity Date
Non-Participating - No Dividends
Some Benefits Reflect Investment Results

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SPECIMEN

ENDORSEMENTS

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WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO
CLEARWATER, FLORIDA
POLICY SCHEDULE

PRIMARY INSURED: WILLIAM C MEIER

ISSUE AGE AND SEX: 39 - MALE

SPECIFIED AMOUNT: \$250,000.00

OPTION TYPE: A

PLANNED PREMIUM: \$200.00

PAYMENT FREQUENCY: MONTHLY

INITIAL PREMIUM: \$200.00

POLICY NUMBER: 15-B1123871

POLICY DATE: JUL 16, 1998

RECORD DATE: JUL 16, 1998

NO LAPSE DATE: JUL 16, 2018

MATURITY DATE: JUL 16, 2054

MINIMUM MONTHLY
GUARANTEE PREMIUM: \$162.18

RATE CLASS:

ULTIMATE STANDARD

MINIMUM SPECIFIED AMOUNT:

\$50,000

SEPARATE ACCOUNT PROVISIONS

SEPARATE ACCOUNT:

WRL SERIES LIFE ACCOUNT

MORTALITY AND EXPENSE RISK CHARGE:

.00002455

POLICY VALUE PROVISIONS

NET PREMIUM FACTOR

POLICY YEARS 1-10:

94.00%

POLICY YEARS 11+:

97.50%

COLLECTION FEE:

\$3.00 PER PAYMENT

MONTHLY POLICY CHARGE:

INITIAL (GUARANTEED FOR THE FIRST
POLICY YEAR):

\$5.00

GUARANTEED:

\$7.50

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO

CLEARWATER, FLORIDA

POLICY SCHEDULE (CONTINUED)

POLICY NUMBER: 15-B1123871

TABLE OF SURRENDER CHARGES
 PER \$1,000 OF SPECIFIED AMOUNT AS OF THE POLICY DATE
 (APPLICABLE SPECIFIED AMOUNT EQUALS \$250,000.00)

END OF YEAR*	SURRENDER CHARGE	END OF YEAR	SURRENDER CHARGE
AT ISSUE	\$20.76	9	\$12.46
1	\$20.76	10	\$10.38
2	\$20.76	11	\$8.30
3	\$20.76	12	\$6.23
4	\$20.76	13	\$4.15
5	\$20.76	14	\$2.08
6	\$18.68	15	\$0.00
7	\$16.61	16 +	\$0.00
8	\$14.53		

SPECIMEN

* THE SURRENDER CHARGE ON ANY DATE OTHER THAN AN ANNIVERSARY WILL BE INTERPOLATED BETWEEN THE TWO END OF YEAR CHARGES.

IT IS POSSIBLE THAT COVERAGE WILL EXPIRE PRIOR TO THE MATURITY DATE SHOWN WHERE EITHER NO PREMIUMS ARE PAID FOLLOWING PAYMENT OF THE FIRST YEAR PREMIUM OR SUBSEQUENT PREMIUMS ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH DATE.

PGS 07/16/98

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO
CLEARWATER, FLORIDA

POLICY NUMBER: 15-B1123871

RIDER INFORMATION

RIDER

MONTHLY DEDUCTION

NONE

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WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO

CLEARWATER, FLORIDA

POLICY SCHEDULE

POLICY NUMBER: 15-B1123871

TABLE OF GUARANTEED
MAXIMUM LIFE INSURANCE RATES

GUARANTEED RATE BASIS FOR INITIAL SPECIFIED AMOUNT ON PRIMARY INSURED
 COMMISSIONERS 1980 STANDARD ORDINARY SMOKER AND NONSMOKER MORTALITY TABLE
 MALE LIVES
 SMOKERS CLASSIFICATION

ANNUAL COST OF INSURANCE RATES PER \$1,000

MONTHLY COST OF INSURANCE CALCULATIONS WILL USE ONE-TWELFTH OF THESE RATES

ATTAINED AGE	ANNUAL RATE	ATTAINED AGE	ANNUAL RATE
39	2.70	40	3.94
41	4.34	42	4.75
43	5.22	44	5.71
45	6.27	46	6.83
47	7.44	48	8.08
49	8.70	50	9.56
51	10.14	52	11.42
53	12.94	54	13.80
55	15.14	56	16.59
57	18.09	58	19.69
59	21.35	60	23.19
61	25.26	62	27.59
63	30.23	64	33.14
65	36.29	66	39.57
67	43.01	68	46.55
69	50.32	70	54.48
71	59.09	72	64.33
73	70.23	74	76.66
75	83.77	76	91.10
77	98.52	78	105.91
79	113.49	80	121.59
81	130.41	82	140.20
83	151.03	84	162.49
85	174.20	86	185.78
87	197.06	88	209.37
89	221.52	90	233.69
91	246.12	92	259.33
93	276.30	94	298.15

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DEFINITIONS

ACCOUNTS. Allocation options including the Fixed Account and the Subaccounts of the Separate Account.

AGE. Issue Age refers to the age on the Insured's birthday nearest the Policy Date. Attained Age refers to the Issue Age plus the number of completed policy years.

ANNIVERSARY. The same day and month as the Policy Date for each succeeding year the Policy remains In Force.

BENEFICIARY. The person or persons specified by the Owner to receive the Death Benefit Proceeds upon Your death.

DEATH BENEFIT PROCEEDS. The amount payable upon Your death in accordance with the Death Benefit Provisions.

FIXED ACCOUNT. Allocation option(s) other than the Separate Account.

IN FORCE. Condition under which the coverage is active and the Insured's life remains insured.

INITIAL PREMIUM. The amount which must be paid before coverage begins. The amount is shown on the Policy Schedule Page.

MATURITY DATE. The date when coverage under the Policy will terminate if the Primary Insured is living and the Policy is In Force.

MONTHIVERSARY. The day of each month coinciding with the Policy Date. If there is no day in a calendar month which coincides with the Policy Date, the Monthiversary will be the first day of the next month.

NET PREMIUM. The portion of the premium available for allocation as set forth in the Policy Value Provisions.

NET SURRENDER VALUE. The amount payable upon surrender in accordance with the Policy Value Provisions of this Policy

NO LAPSE DATE. The date, as set forth on the Policy Schedule Page, prior to which this Policy will not lapse if certain conditions are met, even though the Net Surrender Value is insufficient to meet the monthly deduction.

OFFICE. Refers to Our administrative office located in Clearwater, Florida.

POLICY DATE. The date coverage is effective and monthly deductions commence under the Policy. Policy months, years and anniversaries are measured from the Policy Date, as shown on the Policy Schedule Page.

RECORD DATE. The date the Policy is recorded on Our books as an In Force Policy. The Record Date is shown on the Policy Schedule Page.

RIDER. Any attachment to this Policy which provides additional coverages or benefits.

SEC. The United States Securities and Exchange Commission.

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SEPARATE ACCOUNT. A separate investment account shown on the Policy Schedule Page which is composed of several subaccounts established to receive and invest Net Premiums under the Policy.

SERIES FUND. A designated mutual fund from which each Subaccount of the Separate Account will buy shares.

SUBACCOUNT. A sub-division of the Separate Account. Each Subaccount invests exclusively in the shares of a specified Series Fund portfolio.

TERMINATION. Condition when the Insured's life is no longer insured under the coverage provided.

VALUATION DATE. Any day We are required by law to value the assets of the Separate Account.

VALUATION PERIOD. The period commencing at the end of one Valuation Date and continuing to the end of the next succeeding Valuation Date.

WRITTEN NOTICE. Written Notice means a notice by the Owner to Us requesting or exercising a right of the Owner as provided in the Policy provisions. In order for a notice to be considered a Written Notice, it must: be in writing, signed by the Owner; be in a form acceptable to Us; and contain the information and documentation, as determined in Our sole discretion, necessary for Us to take the action requested or for the Owner to exercise the right specified. A Written Notice will not be considered complete until all necessary supporting documentation required or requested by Us has been received by Us at Our administrative office.

SPECIMEN

GENERAL PROVISIONS

THE POLICY. This Policy is issued in consideration of the attached application and payment of the Initial Premium. This Policy, the attached application and any additional applications at the time of reinstatement constitute the entire contract. All statements in these applications will be deemed representations and not warranties. No statement can be used to void this Policy or be used in defense of a claim unless it is contained in the written application. No policy provision can be waived or changed except by endorsement. Such endorsement must be signed by Our President or Secretary.

OWNERSHIP. This Policy belongs to the Owner. The Owner, as named in the application or subsequently changed, may exercise all rights under this Policy during Your lifetime including the right to transfer ownership. If the Owner should die during Your lifetime, ownership of this Policy will pass to the Owner's estate if no contingent owner is named.

We will not be bound by any change in the ownership designation unless it is made by Written Notice. The change will be effective on the date the Written Notice is accepted by Us. If We request, this Policy must be returned to Our administrative office for endorsement.

BENEFICIARY. The Beneficiary, as named in the application or subsequently changed, will receive the benefits payable at Your death. If the Beneficiary dies before You, the Contingent Beneficiary, if named, becomes the Beneficiary. If no Beneficiary or Contingent Beneficiary survives You, the benefits payable at Your death will be paid to the Owner or the Owner's estate.

We will not be bound by any change in the Beneficiary designation unless it is made by Written Notice. The change will be effective on the date the Written Notice was signed; however, no change will apply to any payment We made before the Written Notice is received. If We request, this Policy must be returned to Our Office for endorsement.

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ASSIGNMENT. This Policy may be assigned. We will not be bound by any assignment unless made by Written Notice. The assignment will be effective on the date the Written Notice is received at Our Office and accepted by Us. We assume no responsibility for the validity of any assignment.

INCONTESTABILITY. This Policy shall be incontestable after it has been In Force, while You are still alive, for two years from the Policy Date.

If this Policy is reinstated, a new two year contestability period (apart from any remaining contestability period) shall apply from the date of the application for reinstatement and will apply only to statements made in the application for reinstatement.

SUICIDE. If You die by suicide, while sane or insane, within two years from the Policy Date, this Policy shall terminate and Our total liability, including all Riders attached to this Policy, will be limited to the total premiums paid, less any loans and prior withdrawals, during such period.

ISSUE AGE AND SEX. If Your date of birth or sex is not correctly stated, the death benefit will be adjusted. The death benefit will be adjusted based on what the cost of insurance charge for the most recent monthly deduction would have purchased based on Your correct date of birth and sex.

ANNUAL REPORT. We will send a report to the Owner at least once each year. It will show for the Policy:

1. The current cash value;
2. The current net surrender value;
3. The current death benefit;
4. Any current policy loans;
5. Activity since the last report;
6. Projected values.

Additional activity within each Subaccount showing investment experience will also be provided.

TERMINATION. This Policy will terminate on the earliest of:

1. The Maturity Date;
2. The date of Your death;
3. The end of the grace period;
4. The date of surrender.

POLICY PAYMENT. All proceeds to be paid upon Termination will be paid in one sum unless otherwise elected under the Settlement Options of this Policy.

All payments and transfers from the Subaccounts will be processed as provided in this Policy unless one of the following situations exists:

1. The New York Stock Exchange is closed; or
2. The SEC requires that trading be restricted or declares an emergency; or
3. The SEC allows Us to defer payments to protect Our policyowners.

We reserve the right to defer the payment of any Fixed Account values for the period permitted by law, but not for more than six months.

CONVERSION RIGHTS. At any time upon written request within the first two policy years, the Owner may elect to transfer all Subaccount values to the Fixed Account without a transfer charge.

PROTECTION OF PROCEEDS. Unless the Owner directs by filing Written Notice, no Beneficiary may assign any payments under this Policy before the same are due. To the extent permitted by law, no payments under this Policy will be subject to the claims of creditors of any Beneficiary.

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DEATH BENEFIT PROVISIONS

DEATH BENEFIT. The death benefit is based upon the Specified Amount, Option Type and the Limitation Percentage applicable at time of death.

SPECIFIED AMOUNT. The Specified Amount is as shown on the Policy Schedule Page, unless changed in accordance with the Changes section or reduced by a cash withdrawal.

OPTION TYPE. The Option Type is as shown on the Policy Schedule Page, unless changed in accordance with the Changes section of this provision.

If Option Type A is in effect, the death benefit is the greater of:

1. the Specified Amount; or
2. the Limitation Percentage times the cash value of this Policy on the date of Your death.

If Option Type B is in effect, the death benefit is the greater of:

1. the Specified Amount plus the cash value of this Policy on the date of Your death; or
2. the Limitation Percentage times the cash value of this Policy on the date of Your death.

If Option Type C is in effect, the death benefit is the greater of:

1. the Option Type A benefit; or
2. the Specified Amount times the factor K plus the cash value of this Policy on the date of Your death, where the factor K is equal to the lesser of:
 - a. 1; or
 - b. .04 times (95 minus Your Attained Age at death).

LIMITATION PERCENTAGE. The Limitation Percentage is a percentage based on Your Attained Age at the beginning of the policy year equal to:

Attained Age	Limitation Percentage
40 and under	250%
41 through 45	250% minus 7% for each age over age 40
46 through 50	215% minus 6% for each age over age 45
51 through 55	185% minus 7% for each age over age 50
56 through 60	150% minus 4% for each age over age 55
61 through 65	130% minus 2% for each age over age 60
66 through 70	120% minus 1% for each age over age 65
71 through 75	115% minus 2% for each age over age 70
76 through 90	105%
91 through 95	105% minus 1% for each age over age 90

CHANGES. The Owner may change the Option Type or decrease the Specified Amount after the third policy year by Written Notice. Either one change or one decrease may be allowed within each policy year. Increases in Specified Amount are not permitted. The change will be effective on the first Monthiversary on or next following the day We receive the request. No change in the type of death benefit will be allowed if the resulting Specified Amount would be less than the minimum Specified Amount shown on the Policy Schedule Page.

On the effective date of change to a new Option Type, the Specified Amount will be adjusted so that the Monthly Cost of Insurance on the effective date of change under the new Option Type will be equal to the Monthly Cost of Insurance under the prior Option Type. Upon such change, the Owner will be notified by Us of the new Specified Amount.

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We reserve the right to limit any decrease in the Specified Amount to no more than 20% of the then current Specified Amount. Any decrease will become effective on the first Monthiversary on or next following the day We receive the request. A decrease may not be allowed if: (a) the Specified Amount after any requested decrease would be less than the minimum Specified Amount shown on the Policy Schedule Page; or (b) the requested decrease would force a cash withdrawal in order to maintain compliance with the definition of a life insurance contract as defined by the United States Internal Revenue Code and applicable regulations; or (c) the decrease will cause the Policy to enter the grace period.

DEATH BENEFIT PROCEEDS. The Death Benefit Proceeds is the amount payable by Us under this Policy provided this Policy has not terminated prior to Your death. Except as provided in the Suicide section of the General Provisions, the Death Benefit Proceeds will be equal to:

1. The death benefit; minus
2. Any monthly deductions due during the grace period; minus
3. Any outstanding policy loan; plus
4. Any unearned loan interest.

PREMIUM PROVISIONS

PAYMENT. The Initial Premium shown on the Policy Schedule Page must be paid on or before the Policy Date. All premiums after the Initial Premium are payable at Our Office.

PREMIUMS. The amount and frequency of Planned Premiums are shown on the Policy Schedule Page. The amount and frequency may be changed upon request, subject to Our approval.

While this Policy is In Force, additional premiums may be paid at any time prior to the Maturity Date. We reserve the right to limit or refund any premium if:

1. The amount is below Our current minimum payment requirement; or
2. The premium would increase the death benefit by more than the amount of the premium; or
3. The premium would disqualify this Policy as a life insurance contract as defined by the United States Internal Revenue Code and applicable regulations.

GRACE PERIOD. If the Net Surrender Value on any Monthiversary is not sufficient to cover the monthly deductions on such day, We will mail a notice to the last known address of the Owner and any assignee of record. A grace period of 61 days after the mailing date of the notice will be allowed for the payment of premiums. The notice will specify the minimum payment and the final date on which such payment must be received by Us to keep the Policy In Force. The Policy will remain In Force during the grace period. If the amount due is not received by Us within the grace period, all coverage under the Policy and any riders will terminate without value at the end of the grace period.

Until the No Lapse Date shown on the Policy Schedule Page, no grace period will begin provided the total premiums received (minus any withdrawals, minus any outstanding loans, and minus any pro rata decrease charge deducted from the cash value) equals or exceeds the Minimum Monthly Guarantee Premium times the number of months since the Policy Date, including the current month. The Minimum Monthly Guarantee Premium is as shown on the Policy Schedule Page unless changed due to a requested change under the Policy. Upon such change, the Owner will be notified of the new Minimum Monthly Guarantee Premium and the effective date for the new premium.

REINSTATEMENT. If this Policy terminates, as provided in the Grace Period section, it may be reinstated. The reinstatement is subject to:

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1. Receipt at Our Office of a Written Notice. Such notice must be within 5 years after the date of Termination and prior to the Maturity Date; and
2. Receipt of evidence of insurability satisfactory to Us; and
3. Payment of a minimum premium sufficient to provide a Net Premium to cover (a) one monthly deduction at the time of Termination, plus (b) the next two monthly deductions which will become due after the time of reinstatement; and
4. Payment of an additional amount sufficient to cover any surrender charge as of the date of reinstatement.

The effective date of a reinstatement shall be the first Monthiversary on or next following the day We approve the application for reinstatement. Any policy loan as of the date of Termination will not be reinstated. Any cash value equal to the policy loan on the date of reinstatement will also not be reinstated.

SEPARATE ACCOUNT PROVISIONS

THE SEPARATE ACCOUNT. The variable benefits under this Policy are provided through the Separate Account as shown on the Policy Schedule Page. The assets of the Separate Account are Our property. Assets equal to the reserve and other contractual liabilities under all policies issued in connection with the Separate Account will not be charged with liabilities arising out of any other business We may conduct. If the assets of the Separate Account exceed the liabilities arising under the policies supported by the Separate Account, then the excess may be used to cover the liabilities of Our general account. The assets of the Separate Account shall be valued as often as any policy benefits vary, but at least monthly.

SUBACCOUNTS. The Separate Account has various Subaccounts with different investment objectives. We reserve the right to add or remove any Subaccount of the Separate Account. Income, if any, and any gains or losses, realized or unrealized, from assets in each Subaccount are credited to, or charged against, the amount allocated to that Subaccount without regard to income, gains, or losses in other Subaccounts. Any amount charged against the investment base for federal or state income taxes will be deducted from that Subaccount. The assets of each Subaccount are invested in shares of a corresponding Series Fund portfolio. The value of a portfolio share is based on the value of the assets of the portfolio determined at the end of each Valuation Period in accordance with applicable law.

TRANSFERS. The Owner may transfer all or a portion of this Policy's value in each Subaccount to other Subaccounts or the Fixed Account. We reserve the right to charge a \$25 fee for each transfer in excess of one per policy month or twelve per policy year. This charge will be deducted from the funds transferred. A request for a transfer must be made in a form satisfactory to Us. The transfer will ordinarily take effect on the first Valuation Date on or following the date the request is received at Our Office.

ADDITION, DELETION OR SUBSTITUTION OF INVESTMENTS. We reserve the right to transfer assets of the Separate Account, which We determine to be associated with the class of contracts to which this Policy belongs, to another Separate Account. If this type of transfer is made, the term "Separate Account", as used in this Policy, shall then mean the Separate Account to which the assets were transferred. We also reserve the right to add, delete, or substitute investments held by any Subaccount.

We reserve the right, when permitted by law, to:

1. Deregister the Separate Account under the Investment Company Act of 1940;
2. Manage the Separate Account under the direction of a committee at any time;
3. Restrict or eliminate any voting privileges of owners or other persons who have voting privileges as to the Separate Account;
4. Combine the Separate Account or any Subaccount(s) with one or more other Separate Accounts or Subaccounts;
5. Operate the Separate Account as a management investment company;

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6. Establish additional Subaccounts to invest in either a new series of the Series Fund, or in shares of another diversified, open-end registered investment company; and
7. Fund additional classes of variable life insurance contracts through the Separate Account.

CHANGE OF INVESTMENT OBJECTIVE. We reserve the right to change the investment objective of a Subaccount. If required by law or regulation, an investment objective of the Separate Account, or of a Series Fund portfolio designated for a Subaccount, will not be materially changed unless a statement of the change is filed with and approved by the appropriate insurance official of the state of Our domicile or deemed approved in accordance with such law or regulation. If required, approval of or change of any investment objective will be filed with the Insurance Department of the state where this Policy is delivered.

UNIT VALUE. Some of the policy values fluctuate with the investment results of the Subaccounts. In order to determine how investment results affect the policy values, a unit value is determined for each Subaccount. The unit value of each Subaccount was originally established at \$10 per unit. The unit value may increase or decrease from one Valuation Period to the next. Unit values also will vary between Subaccounts. The unit value of any Subaccount at the end of a Valuation Period is the result of:

1. The total value of the assets held in the Subaccount. This value is determined by multiplying the number of shares of the designated Series Fund portfolio owned by the Subaccount times the net asset value per share; minus
2. The accrued charge for mortality and expense experience. The daily amount of this charge is no greater than the net assets of the Subaccount multiplied by the Mortality and Expense Risk Charge shown on the Policy Schedule Page; minus
3. The accrued amount of reserve for any taxes or other economic burden resulting from the application of tax laws that are determined by Us to be properly attributable to the Subaccount; and the result divided by
4. The number of outstanding units in the Subaccount.

The use of the unit value in determining contract values is described in the Policy Value Provisions.

POLICY VALUE PROVISIONS

NET PREMIUM. The Net Premium equals the premium paid multiplied by the Net Premium Factor shown on the Policy Schedule Page minus the Collection Fee shown on the Policy Schedule Page.

ALLOCATION OF NET PREMIUMS. Net premiums will be allocated to the Subaccounts of the Separate Account and the Fixed Account on the first Valuation Date on or following the date the premium is received at Our Office; except any Net Premium received prior to the Policy Date will be allocated on the first Valuation Date on or following the Policy Date. All net premiums allocated prior to the Record Date will be allocated to the Money Market Subaccount. On the first Valuation Date on or following the Record Date, the values in the Money Market Subaccount will be transferred in accordance with the Owner's allocation as shown in the application.

We reserve the right to limit any allocation to any Account to no less than 10%. No fractional percentages may be permitted. The allocation may be changed by the Owner. We reserve the right to impose a charge of \$25 for each change of allocation in excess of one per policy year quarter. The request for change of allocations must be in a form satisfactory to Us. The allocation change will be effective on the date the request for change is recorded by Us.

MONTHLY DEDUCTIONS. On each Monthiversary, a monthly deduction for this Policy will be made equal to the sum of the following:

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1. The Monthly Policy Charge;
2. The Monthly Cost of Insurance for this Policy;
3. The charge for benefits provided by riders attached to this Policy;
4. The pro rata decrease charge incurred as a result of a decrease in the Specified Amount.

Deductions will be withdrawn from each Subaccount and the Fixed Account in accordance with the Owner's current allocation. If the value of any Account is insufficient to pay its part of the monthly deduction, the monthly deduction will be taken on a pro rata basis from all Accounts.

MONTHLY POLICY CHARGE. Both the Initial and Guaranteed Policy Charge are shown on the Policy Schedule Page. It is Our intention to charge the Initial Monthly Policy Charge each month; however, We reserve the right to increase the Monthly Policy Charge up to the Guaranteed Monthly Policy Charge after the first policy year. Any change in this charge will be applied uniformly to all policies in effect for the same length of time.

MONTHLY COST OF INSURANCE. The Monthly Cost of Insurance on each Monthiversary is determined as follows:

1. Divide the death benefit on the Monthiversary by 1.0032737; and
2. Reduce the result by the cash value on the Monthiversary; and
3. Multiply (2) by the appropriate monthly cost of insurance rates.

MONTHLY COST OF INSURANCE RATES. The monthly cost of insurance rates are based on the sex, Attained Age, plan of insurance and rating class of the person(s) insured. Monthly cost of insurance rates may be changed by Us from time to time. A change in the cost of insurance rates will apply to all persons of the same Attained Age, sex, plan of insurance and rating class and whose policies have been in effect for the same length of time. Any change in the rates will not exceed those shown in the Table of Guaranteed Maximum Life Insurance Rates.

SUBACCOUNT VALUE. At the end of any Valuation Period, the Subaccount value is equal to the number of units that the Policy has in the Subaccount, multiplied by the unit value of that Subaccount.

The number of units that the Policy has in each Subaccount is equal to:

1. The initial units purchased on the Policy Date; plus
2. Units purchased at the time additional Net Premiums are allocated to the Subaccount; plus
3. Units purchased through transfers from another Subaccount or the Fixed Account; minus
4. Those units that are redeemed to pay for monthly deductions as they are due; minus
5. Any units that are redeemed to pay for cash withdrawals; minus
6. Any units that are redeemed as part of a transfer to another Account; minus
7. Any units that are redeemed to pay the pro rata decrease charge incurred as a result of a decrease in the Specified Amount.

FIXED ACCOUNT VALUE. At the end of any Valuation Period, the Fixed Account value is equal to:

1. The sum of all Net Premiums allocated to the Fixed Account; plus
2. Any amounts transferred from a Subaccount to the Fixed Account; plus
3. Total interest credited to the Fixed Account; minus
4. Any amounts charged to pay for monthly deductions as they are due; minus
5. Any amounts withdrawn from the Fixed Account to pay for cash withdrawals; minus
6. Any amounts transferred from the Fixed Account to a Subaccount; minus
7. Any amounts withdrawn from the Fixed Account to pay the pro rata decrease charge incurred as a result of a decrease in the Specified Amount.

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Interest on the Fixed Account will be compounded daily at a minimum guaranteed effective annual interest rate of 4% per year. We may declare from time to time various higher current interest rates. We may also apply different current interest rates to that part of the cash value that equals the loan reserve.

On transfers from the Fixed Account to a Subaccount, We reserve the right to impose the following limitations:

1. Written Notice be received by Us within 30 days after an Anniversary.
2. The transfer will take place on the date We receive such Written Notice.
3. The maximum amount that may be transferred is the greater of (a) 25% of the amount in the Fixed Account; or (b) the amount transferred in the prior policy year from the Fixed Account.

We further reserve the right to defer payment of any amounts from the Fixed Account for no longer than six months after We receive such Written Notice.

CASH VALUE. At the end of any Valuation Period, the cash value of the Policy is equal to the sum of the Subaccount values plus the Fixed Account value.

SURRENDER. While this Policy is In Force, the Owner may surrender this Policy for the Net Surrender Value. Payment will usually be made within seven days of Written Notice, subject to the Policy Payment section of the General Provisions.

NET SURRENDER VALUE. The Net Surrender Value is the amount payable upon surrender of this Policy. The Net Surrender Value as of any date is equal to:

1. the cash value as of such date; minus
2. any Surrender Charge as of such date; minus
3. any outstanding policy loan; plus
4. any unearned loan interest.

SURRENDER CHARGE. During the first 15 policy years, a Surrender Charge will be incurred upon surrender of this Policy. This charge will be based upon the Table of Surrender Charges shown on the Policy Schedule Page.

PRO RATA DECREASE CHARGE. If during the first 15 policy years the Specified Amount is decreased, a pro rata portion of the Surrender Charge will be deducted from the cash value. The pro rata decrease charge is equal to:

1. the amount of the Specified Amount decrease; multiplied by
2. the then current Surrender Charge as of the date of the decrease applicable to the Specified Amount shown on the Table of Surrender Charges.

A pro rata decrease charge will not be deducted from the cash value when a Specified Amount decrease results from (a) a change in Option Type, or (b) a withdrawal when the death benefit is Option Type A, as described in the Withdrawals Provision below. If a pro rata decrease charge is deducted due to a decrease in Specified Amount, any future surrender charges incurred during the Surrender Charge period will be reduced proportionately.

WITHDRAWALS. Cash withdrawals may be made any time after the first policy year and while this Policy is In Force. Only one withdrawal is allowed during a policy year. The amount of a withdrawal may be limited to no less than \$500 and to no more than 10% of the Net Surrender Value. The remaining Net Surrender Value following a withdrawal may not be less than \$500. The request for a withdrawal must be by Written Notice. A processing fee of the lesser of 2% of the amount withdrawn or \$25 will be deducted from each withdrawal amount and the balance paid to the Owner.

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When a withdrawal is made, the cash value shall be reduced by the amount of the withdrawal. If the death benefit is Option Type A, the Specified Amount shall also be reduced by the amount of the withdrawal. These reductions will result in a reduction in the death benefit, which may be determined from the Death Benefit section. No withdrawal will be allowed if the resulting Specified Amount would be less than the minimum Specified Amount shown on the Policy Schedule Page.

The Accounts from which the withdrawal will be made may be specified in the Written Notice. If no Account is specified, the withdrawal amount will be withdrawn from each Account in accordance with the Owner's current allocation instructions. Payment will usually be made within seven days of Written Notice, subject to the Policy Payment section of the General Provisions of this Policy.

CONTINUATION OF INSURANCE. Subject to the Grace Period section of the Premium Provisions, insurance coverage under this Policy and any benefits provided by Rider will be continued In Force until the Net Surrender Value is insufficient to cover the monthly deductions. This provision shall not continue this Policy beyond the Maturity Date nor continue any Rider beyond the date for its Termination, as provided in the Rider.

INSUFFICIENT VALUE. If the Net Surrender Value on any Monthiversary is not sufficient to cover the monthly deductions then due, this Policy shall terminate subject to the Grace Period section of the Premium Provisions.

BASIS OF COMPUTATIONS. Policy values and reserves are at least equal to those required by law. A detailed statement of the method of computation of values and reserves has been filed with the insurance department of the state in which this Policy was delivered.

POLICY LOANS. After the first policy year and during the continuance of this Policy, the Owner can borrow against this Policy an amount which is not greater than 90% of the cash value, less any surrender charge and any outstanding policy loan. The amount of any policy loan may be limited to no less than \$500, except as noted below.

When a loan is made, an amount equal to the loan plus interest in advance until the next Anniversary will be withdrawn from the Accounts and transferred to the loan reserve. The loan reserve is a portion of the Fixed Account used as collateral for any policy loan. The Owner may specify the Account or Accounts from which the withdrawal will be made. If no Account is specified, the withdrawal will be made from each Account in accordance with the Owner's current premium allocation instructions.

The loan date is the date We process a loan request. Payment will usually be made within seven days of the date We receive proper loan request, subject to the Policy Payment section of the General Provisions of this Policy. This Policy will be the sole security for the loan.

While this Policy is In Force, any loan may be repaid. Any amounts received on this Policy will be considered premiums unless clearly marked as loan repayments.

Interest on any loan will be at the policy loan rate of 5.2%, payable annually in advance. Interest is due at each Anniversary. Interest not paid when due will be added to the loan and will bear interest at the same rate.

At each Anniversary, We will compare the amount of the outstanding loan (including interest in advance until the next Anniversary, if not paid) to the amount in the loan reserve. We will also make this comparison anytime the Owner repays all or part of the loan. At each such time, if the amount of the outstanding loan exceeds the amount in the loan reserve, We will withdraw the difference from the Accounts and transfer it to the loan reserve, in the same fashion as when a loan is made. If the amount in the loan reserve exceeds the amount of the outstanding loan, We will withdraw the difference from the loan reserve and transfer it to the Accounts in accordance with the Owner's current allocation instructions. However, We reserve the right to require the transfer to the Fixed Account if such loans were originally transferred from the Fixed Account.

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SETTLEMENT OPTIONS

EFFECTIVE DATE AND FIRST PAYMENT DUE. The effective date of a settlement provision will be either the date of surrender or the date of death. The first payment due will be on the effective date of the settlement provision.

BETTERMENT OF MONTHLY ANNUITY. The payee will receive the greater of:

1. The income rate guaranteed in this Policy; or
2. The income rates in effect for Us at the time income payments are made.

AVAILABILITY. If the payee is not a natural person, an optional method of settlement is only available with Our permission. No optional method of settlement is available if:

1. The payee is an assignee; or
2. The periodic payment is less than \$100.

AGE. Age, when required, means age nearest birthday on the effective date of the option. We will furnish rates for other ages and for two males or two females upon request.

PROOF OF AGE AND SEX. Prior to making the first payment under this Policy, We reserve the right to require satisfactory evidence of the birthdate and sex of any payee. If required by law to ignore the differences in sex of any payee, annuity payments will be determined using unisex rates.

PROOF OF SURVIVAL. Prior to making any payment under this Policy, We reserve the right to require satisfactory evidence that any payee is alive on the due date of such payment.

INTEREST. All settlement options are based on the 1983 Individual Annuity Mortality Table, if applicable, and a guaranteed annual interest rate of 3%.

TABLE OF OPTIONAL METHODS OF SETTLEMENT DESCRIPTION AND TABLES OF MONTHLY INSTALLMENT PER \$1,000 OF PROCEEDS.

Option A - Fixed Period. The proceeds will be paid in equal installments. The installments will be paid over a fixed period determined from the following table:

Fixed Period (in months)	Factor
60	17.91
120	9.61
180	6.87
240	5.51

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Option B - Life Income. The proceeds will be paid in equal installments determined from the following table. Such installments are payable:

1. during the payee's lifetime only (Life Annuity); or
2. during a 10-year fixed period certain and for the payee's remaining lifetime (Certain Period); or
3. until the sum of installments paid equals the annuity proceeds applied and for the payee's remaining lifetime (Installment Refund).

Payee's Age	Life Annuity			Certain Period			Installment Refund		
	Male	Female	Unisex	Male	Female	Unisex	Male	Female	Unisex
55	4.20	3.81	4.01	4.15	3.79	3.98	4.00	3.71	3.85
60	4.67	4.17	4.43	4.59	4.14	4.37	4.37	4.02	4.19
65	5.33	4.68	5.01	5.17	4.61	4.90	4.84	4.42	4.62
70	6.26	5.39	5.82	5.89	5.24	5.58	5.45	4.94	5.18
75	7.53	6.42	6.97	6.75	6.06	6.42	6.24	5.64	5.91
80	9.33	7.95	8.63	7.66	7.04	7.37	7.25	6.57	6.88
85	11.84	10.21	11.02	8.48	8.04	8.27	8.55	7.78	8.14
90	15.31	13.49	14.40	9.08	8.81	8.96	10.21	9.30	9.74

Option C - Joint and Survivor Life Income. The proceeds will be paid in equal installments during the joint lifetime of two payees:

1. continuing upon the death of the first payee for the remaining lifetime of the survivor; or
2. reduced by one-third upon the death of the first payee and continuing for the remaining lifetime of the survivor.

Joint Life Income with Full Amount to Survivor

Joint Life Income with 2/3 to Survivor

	55	60	65	70	75		55	60	65	70	75
55	3.97	4.13	4.26	4.38	4.46	55	4.37	4.59	4.83	5.09	5.36
60	4.13	4.35	4.56	4.75	4.89	60	4.59	4.86	5.15	5.48	5.81
65	4.26	4.56	4.87	5.16	5.41	65	4.83	5.25	5.53	5.93	6.36
70	4.38	4.75	5.26	5.60	6.00	70	5.09	5.48	5.93	6.45	7.02
75	4.46	4.89	5.41	6.00	6.61	75	5.36	5.81	6.36	7.02	7.76

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WESTERN RESERVE LIFE
ASSURANCE CO. OF OHIO

SPECIMEN

Flexible Premium Variable Life Insurance Policy
Death Benefit Proceeds Payable at Death of Insured Prior to Maturity Date
Net Surrender Value Payable at Maturity Date
Flexible Premiums Payable During Lifetime of Insured Until the Maturity Date
Non-Participating - No Dividends
Some Benefits Reflect Investment Results

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15B1123871

Questions 1 through 14 relate to the
PROPOSED PRIMARY INSURED

1. NAME (First, Middle, Last) William Carl Meier

2. SEX ☒ M ☐ F

3. BIRTHDATE (Mo./Day/Yr.) Redacted 59

4. BIRTHPLACE (State) Conn

5. SOCIAL SECURITY NUMBER Redacted

6. HEIGHT 5'9"

7. WEIGHT 150

8. RESIDENCE
Street Redacted
City St. Helena Isl County Beaufort
State SC Zip 29920 Years 1 yrs
Address for past 3 years Redacted Beaufort, SC
Telephone Number: Redacted

9. OCCUPATION Contractor
Duties Home Repair
Annual Income 45,000 Net Worth 75,000
Employer Self
Address PO Box 1306
St. Helena Isl Zip 29920
Telephone Number: 843/521-6622

10. LIFE INSURANCE IN FORCE ON PROPOSED PRIMARY INSURED ☐ None

Issued Year	Company	Amounts of Ins.
1992	Reliance Std Life	27,000

11. NAME AND ADDRESS OF APPLICANT (OWNER)
If other than primary insured

Telephone Number: _____

TAX ID. or SOCIAL SECURITY NUMBER RELATIONSHIP DOB

12. SEND PREMIUM NOTICES TO: ☐ Owner's Residence ☒ Owner's Business ☐ Other (Indicate in special instructions)

13. PREMIUMS PAYABLE
☐ Annual ☐ Semi-Annual ☒ Checkomatic ☐ Other
Modal Premium \$ 200.00

Is this intended to be a 1035 Exchange ☒ Yes ☐ No

14. BENEFICIARY (Print Full Names)

Primary- <u>Mary J. Burnsed</u> <u>(Wife)</u>	Percent % <u>100</u>	Relationship <u>wife</u>
Contingent- <u>Richard W. Meier</u>	Percent % <u>100</u>	Relationship <u>Brother</u>

If more than one primary or contingent beneficiary is designated, proceeds will be divided equally among the survivors within class unless otherwise indicated.

Questions 15 through 22 relate to the
JOINT OR OTHER INSURED (If Insurance Applied For)

15. NAME (First, Middle, Last)

16. BIRTHDATE (Mo./Day/Yr.)

17. BIRTHPLACE (State)

18. SOCIAL SECURITY NUMBER

19. HEIGHT

20. WEIGHT

21. OCCUPATION

22. LIFE INSURANCE (IN FORCE) \$

23. DEPENDENT CHILDREN PROPOSED FOR INSURANCE

Name	Relationship	Birth Date	Height	Weight
A)				
B)				
C)				
D)				

Are all children listed? ☐ Yes ☐ No
Are all children living with the primary insured? ☐ Yes ☐ No If not, explain why: _____

24. PROPOSED INSURANCE

1. BASIC PLAN FFB

2. SPECIFIED AMOUNT \$ 350,000

3. OPTION TYPE:
☒ A Level Benefit
☐ B Increasing Benefit
☐ C Option B to age 70 then grading down

4. NO LAPSE GUARANTEE OPTION
☐ 5yr. (FWP) ☐ 10yr. (FWP)

5. RIDERS

☐ PRIMARY INSURED RIDER \$

☐ PRIMARY INSURED RIDER PLUS \$

☐ OTHER INSURED RIDER (A) PROPOSED INSURED \$

☐ OTHER INSURED RIDER (B) PROPOSED INSURED \$

☐ OTHER INSURED RIDER (C) PROPOSED INSURED \$

☐ CHILDREN'S INSURANCE RIDER \$

☐ INDIVIDUAL INSURED RIDER (FWP) \$

☐ INDIVIDUAL INSURED RIDER (FWP) \$

☐ JOINT INSURED RIDER (FWP) \$

☐ WEALTH PROTECTION RIDER (FWP) \$

Additional Benefits (Primary Insured only)

☐ Disability Waiver Rider \$

☐ Disability Waiver and Income Rider \$

☐ Accidental Death Benefit \$

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Part II

PLEASE CHECK ☒APPROPRIATE COLUMN. NOTE: QUESTIONS
APPLY TO EACH PERSON PROPOSED FOR
INSURANCE

Details of "Yes" answers. Include: a. Identity of person, b. Question Number, c. Diagnosis and treatment, d. Results, e. Dates and durations, f. Names and addresses of all attending physicians and medical facilities.

	Yes	No
25. To the best of your knowledge, has any Proposed Insured within the last 10 years had or been told by a member of the medical profession that he or she had:		
A. Heart murmur, high blood pressure, chest pain, heart attack, stroke, or other disorder of the heart or circulatory system?	☐	☒
B. Asthma, Emphysema, Chronic Bronchitis or any other Respiratory disorder; colitis, ulcer or any other gastrointestinal disorder; hepatitis, liver or kidney disorder?	☐	☒
C. Cancer, tumor, polyp, breast, prostate or any other reproductive disorder; or any thyroid or endocrine disorder?	☐	☒
D. Brain, mental, nervous or seizure disorder; or any paralysis or suicide attempt?	☐	☒
E. Diabetes, sugar, albumin, blood or pus in the urine?	☐	☒
26. To the best of your knowledge has any Proposed Insured within the last 10 years had or been told by a member of the medical profession that he or she had:		
A. A diagnosis of AIDS (Acquired Immune Deficiency Syndrome), or tested positive for HIV (Human Immunodeficiency Virus)?	☐	☒
B. Used amphetamines, heroin, cocaine, marijuana or any other illegal or controlled substance except as prescribed by a physician?	☐	☒
C. Been on or are now on prescribed medication or diet?	☐	☒
D. Had or been advised to have any hospitalization, surgery or any diagnostic test including, but not limited to, electrocardiograms, blood studies, scans, MRI's or other test?	☐	☒
E. An examination, treatment, or consultation with a doctor other than above?	☒	☐
F. Have or have had a parent, brother or sister who has/had coronary artery death or disease prior to age 60?	☐	☒
G. Sought or been advised to seek treatment, limit or discontinue use of alcohol?	☐	☒
27. To the best of your knowledge have you or any Proposed Insured in the last 10 years:		
A. Ever piloted a plane, helicopter or glider, or have any intentions of piloting an aircraft?	☐	☒
B. Ever participated in any sport, avocation or hobby such as skin-diving, skydiving, automobile or motorcycle racing, mountain climbing, or have you any intention to do so?	☐	☒
C. Has any Proposed Insured had their driver's license restricted, revoked, or been cited for a moving violation? Give reason, Driver's License Number and Licensed State.	☐	☒
28. Has any Proposed Insured ever been convicted of a misdemeanor or felony?	☐	☒
29. Ever been declined, rated, postponed for insurance or reinstatement of life, accident or sickness insurance or has a policy ever been cancelled or renewal refused?	☒	☐
30. Will the insurance applied for on any proposed insured replace or change any existing annuity or life policy issued by this or any other company? If yes, complete replacement forms.	☒	☐
31. Is there an application for life, accident, or sickness insurance now pending or contemplated on any proposed insured with this or any other company?	☐	☒

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(26E)
Complete physical - 1996?
Beaufort Family Med
910 Rebauld Rd
Beaufort, SC 29901
(843) 524-6121

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32. Have any proposed insured(s) used tobacco in the last twelve months? ☐ Yes ☒ No Name: _____

33. RATE CLASS QUOTED (Must be completed)

Primary Insured	☒ Ult. Select	☐ Select	☐ Ult. Standard	☐ Standard	☐ Juvenile
Other Insured (A)	☐ Ult. Select	☐ Select	☐ Ult. Standard	☐ Standard	☐ Juvenile
Other Insured (B)	☐ Ult. Select	☐ Select	☐ Ult. Standard	☐ Standard	☐ Juvenile
Other Insured (C)	☐ Ult. Select	☐ Select	☐ Ult. Standard	☐ Standard	☐ Juvenile

34. Name and address of personal physician (If none, so state)

PRIMARY INSURED
<i>None</i>

JOINT OR OTHER INSURED

CHILDREN

Date and reason last consulted a physician

Date and reason last consulted a physician

Date and reason last consulted a physician

35. Personal Financial Statement

- (a) Gross Income Current Year \$ 48,000
 (b) Marginal Tax Bracket 28%
 (c) Assets \$ 150,000
 (d) Liabilities \$ 85,000
 (e) Net Worth \$ 65,000
 (f) Net Worth (exclusive of home furnishings, automobiles) \$ 50,000

Complete for Corporation, Partnership, Pension or Trust

- (a) Current estimated value \$ _____
 (b) Assets Liquid \$ _____
 Nonliquid \$ _____
 (c) Liabilities \$ _____

For over \$1 million applied coverage complete a separate financial questionnaire.

36. Sub-Account Allocation

Allocation Election* (For variable plans only)

Subaccount	Allocation	Subaccount	Allocation	Subaccount	Allocation
Growth	<u>20</u>	Global	<u>20</u>	C.A.S.E. Growth	
Strategic Total Return		Growth & Income		U.S. Equity	
Emerging Growth	<u>20</u>	Aggressive		Int'l Equity	
Money Market		Balanced		Other	
Bond		Tactical Asset	<u>20</u>	Other	
Fixed		Value Equity	<u>20</u>	Other	

* Allocation must be at least 10% and a whole number

100%

Customer's Main Investment Objectives:

- ☐ Safety of Principal ☐ Income ☒ Long-Term Growth
☐ Trading Profits ☐ Other

37. Suitability for Variable Life Insurance Policy

Complete for all variable plans:

- (a) Have you, the Proposed Insured, and Purchaser, if other than the Proposed Insured, received the current Prospectus for the policy? _____
- (b) DO YOU UNDERSTAND THAT UNDER THE POLICY APPLIED FOR (EXCLUSIVE OF ANY OPTIONAL BENEFITS), THE AMOUNT OF DEATH BENEFIT AND THE ENTIRE AMOUNT OF THE POLICY CASH VALUE MAY INCREASE OR DECREASE DEPENDING UPON INVESTMENT EXPERIENCE? _____
- (c) With this in mind, is the policy in accord with your insurance objectives and your anticipated financial needs? _____

Yes	No
☒	☐
☒	☐
☐	☐

To Be Completed by Applicant/Owner

TELEPHONE TRANSFER AUTHORIZATION: (See Prospectus for telephone transfer procedures.)

Your policy applied for, if issued, will automatically receive telephone transfer privileges described in the applicable prospectus unless instructions to the contrary are indicated below. These privileges allow you to give the registered representative/agent of record for this policy authority to make telephone transfers and to change the allocation of future payments among the Sub-Accounts and the Fixed Account on your behalf according to your instructions.

☐ I do not want telephone transfer privileges.

Western Reserve Life will not be liable for complying with telephone instructions it reasonably believes to be authentic, nor for any loss, damage, costs or expense in acting on such telephone instructions, and Policyowners will bear the risk of any such loss. Western Reserve Life will employ reasonable procedures to confirm that telephone instructions are genuine. If Western Reserve Life does not employ such procedures, it may be liable for losses due to unauthorized or fraudulent instructions. Such procedures may include, among others, requiring forms of personal identification prior to acting upon such telephone instruction, providing written confirmation of such transactions to Policyowners and/or tape recording of telephone transfer request instructions received.

To Be Completed by The Registered Representative

Will the policy applied for replace or change any existing life insurance policy or annuity?

☒ Yes ☐ No

If replacement of existing insurance is involved, have you complied with all state requirements, including any Disclosure and Comparison Statements?

☒ Yes ☐ No

If "No", explain _____

AUTHORIZATION TO OBTAIN INFORMATION

I authorize any physician, medical professional, hospital, clinic, other medical care institution, the Medical Information Bureau, Inc., insurance company, consumer reporting agency, or employer having information available as to employment, other insurance coverage, medical care, advice or treatment with respect to any physical or mental condition regarding me or my children who are to be insured, to give such information to Western Reserve Life Assurance Co. of Ohio, its reinsurers, or any consumer reporting agency except the Medical Information Bureau acting on Western Reserve Life's behalf.

I authorize Western Reserve Life to obtain an investigative consumer report on me.

I understand that this information will be used by Western Reserve Life or its reinsurers, to determine eligibility for life insurance. I agree that this authorization is valid for two and one-half years from the date signed. I know that I have the right to receive a copy of this authorization upon request. I agree that a photographic copy of this authorization is as valid as the original.

I have received a copy of the "Notice of Information Practices" attached to this application.

I also hereby authorize Western Reserve Life to provide it's affiliated companies any and all information provided herein and obtained hereafter on me. This authorization shall be valid from the date signed below until affirmatively withdrawn in writing by myself.

☒ I elect not to have personal information disclosed to non-affiliates of Western Reserve Life for marketing purposes.

☒ I elect to be interviewed if an investigative consumer report is prepared in connection with this application.

CERTIFICATION

Under penalties of perjury, I (the owner) certify (1) that the number shown in question 5 (or the number shown in question 11, if the owner is other than the primary insured) is my correct Taxpayer Identification Number, and (2) that I am not subject to backup withholding because (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (b) if I ever was so notified, the IRS has notified me that I am no longer subject to backup withholding. (If the Internal Revenue Service has notified you that you are subject to backup withholding and you have not received notice from the Service that backup withholding has terminated, you should strike out the language in (2) above that you are not subject to backup withholding due to notified payee underreporting.)

REPRESENTATIONS

I represent that the statements and answers in this application are true and complete to the best of my knowledge and belief. I understand that I should consult my own tax advisor and/or legal counsel as to the consequences of using this product in conjunction with my own particular tax or financial plan.

It is agreed that:

- (a) the statements and answers given in this application, and any amendments or application supplements to it or statements made to the medical examiner, will be the basis of any insurance issued;
- (b) no agent or medical examiner has the authority to make or alter any contract for the Company;
- (c) if a premium deposit is given in exchange for the Conditional Receipt, no insurance shall take effect unless all of the conditions set out in that receipt are satisfied;
- (d) if a premium deposit is not given, no insurance shall take effect unless all of the following conditions are satisfied:
 - (1) a policy issued by the Company is delivered to and accepted by the owner during the lifetime of each person to be covered by such policy, (2) the full first premium is paid, and (3) the health and insurability of each person proposed for insurance has not changed since the date of this application.

Signed at BEAUFORT, S.C.

(City and State)

on JUNE 16, 1998, 19

William C. Meier

Signature of proposed insured (Child over age 15 must sign)

Larry Broadhead-Buck (9764T)

Signature of Agent

State License Number

Redacted

Social Security Number of Agent

Larry Broadhead-Buck

Print Agent Name

Signature of Joint Insured or OIR (A)

Signature of OIR (B)

Signature of OIR (C)

Signature of applicant (owner) other than proposed insured
(If business insurance, show title of officer and name of firm.)
(If proposed insured is under age 18, parent must sign.)

**WESTERN RESERVE LIFE
ASSURANCE CO. OF OHIO
(A STOCK COMPANY)**

Home Office: Columbus, Ohio
Administrative Office: Clearwater, Florida

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT RIDER

DEATH BENEFITS, CASH VALUES AND LOAN VALUES WILL BE REDUCED
IF AN ACCELERATED DEATH BENEFIT IS PAID.
AN ACCELERATED DEATH BENEFIT MAY BE TAXABLE.
AS WITH ALL TAX MATTERS, A PERSONAL TAX ADVISOR SHOULD BE CONSULTED.

The Owner may elect to receive a portion of this Policy's Death Benefit, in a Single Sum, when the Insured has incurred a Terminal Condition, subject to the terms and conditions defined below.

DEFINITIONS

In addition to the definitions contained in this Policy, the following definitions apply to this Rider:

DEATH BENEFIT. For purposes of this Rider, Death Benefit means the amount payable upon the death of the Insured under the base policy, plus:

- (a) in the case of a single life policy, the benefit payable under a Primary Insured Rider, if any; or
- (b) in the case of a joint last survivor policy, the benefit payable under a Joint Insured Term Rider, if any.

Death Benefit does not include amounts payable under any other Riders not expressly named above, including, but not limited to, any Individual Insured Rider, Accidental Death Benefit Rider, Other Insured Rider or Disability Waiver Rider.

ELECTION PERCENTAGE. A percentage, selected by the Owner, not to exceed 100% of this Policy's Death Benefit.

In no event will the Election Percentage result in a Single Sum Benefit greater than \$500,000.

IMMEDIATE FAMILY. A spouse, child, brother, sister, parent, grandparent or grandchild of the Insured or Owner.

INSURED. The Insured for a single life policy will be the Insured as shown on Page 3 of this Policy. The Insured for a joint last survivor policy will be the Surviving Insured of the two Insureds shown on Page 3 of this Policy.

PHYSICIAN. A Doctor of Medicine or a Doctor of Osteopathy licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

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- (a) the Insured;
- (b) the Owner;
- (c) a person who lives with the Insured or Owner; or
- (d) a person who is part of the Insured's or Owner's Immediate Family.

PHYSICIAN'S STATEMENT. A written statement acceptable to us and signed by a Physician which:

- (a) provides the Physician's diagnosis and prognosis of the Insured's noncorrectable medical condition; and
- (b) states with reasonable medical certainty that the noncorrectable medical condition will result in the death of the Insured within 12 months from the date of the Physician's Statement. This statement must take into consideration the ordinary and reasonable medical care, advice and treatment available in the same or similar communities.

TERMINAL CONDITION. A condition resulting from injury or illness which, as determined by a Physician, has reduced life expectancy to not more than 12 months from the date of the Physician's statement.

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BENEFITS

SINGLE SUM BENEFIT. We will pay the Single Sum Benefit to the Owner when we receive proof satisfactory to us that the Insured has incurred a Terminal Condition while this Policy and Rider are inforce. We will make payment when all of the terms and conditions have been met, subject to the conditions and limitations contained in this Rider.

The Single Sum Benefit provided by this Rider may only be elected once.

The Single Sum Benefit is equal to:

- (a) the Death Benefit in effect on the date the Single Sum Benefit is paid;
multiplied by
- (b) the Election Percentage;
divided by
- (c) $(1 + i)$, where i equals the greater of (A) and (B) on the date the Single Sum Benefit is paid. (A) equals the interest rate determined under the Internal Revenue Code section 846(c)(2), as may be amended from time to time; and (B) equals the Policy Loan Interest Rate;
minus
- (d) Indebtedness, if any, at the time the Single Sum Benefit is paid, multiplied by the Election Percentage.

BENEFIT AND VALUE REDUCTION. This Policy's benefits and values, as those amounts exist on the date the Single Sum Benefit is paid, will be reduced by the Election Percentage. If the Election Percentage is 100%, this Policy will terminate without further value.

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At the time of payment, we will provide the Owner with revised Policy Specification pages and any other pertinent information which reflect the reduction of all values applicable to this Policy and all benefits it provides.

RIDER CLAIMS PROVISIONS

NOTICE OF CLAIM. The Owner may give us written notice of a claim for this Benefit any time after the Insured incurs a Terminal Condition as defined in this Rider. Notice of Claim must be signed by the Owner, identify the Insured, the Policy and the Election Percentage and be sent to us at our Administrative Office.

CLAIM FORMS. We will send you claim forms within 15 days of the date we receive written notice of claim. If we do not do so, the Owner will be considered to have complied with the Proof of Terminal Condition requirements by giving us a Physician's Statement acceptable to us and a written statement of the nature and extent of the Terminal Condition.

PROOF OF TERMINAL CONDITION. Written proof of the Insured's Terminal Condition must be received by us at our Administrative Office before we will make a Single Sum Benefit payment. This proof must include a properly completed claim form and a Physician's Statement acceptable to us. We may request additional medical information from the Physician submitting the statement.

PHYSICAL EXAMINATION. At our expense, we reserve the right to have a Physician of our choosing examine the Insured prior to making a Single Sum Benefit payment. In the event the Physician we choose provides a different prognosis of the Insured's medical condition, we reserve the right to rely on the statement from the Physician of our choosing for claim purposes.

TIME PAYMENT OF CLAIMS. All benefits described in this Rider will be available as soon as we receive satisfactory Proof of Terminal Condition.

CONSENT FOR BENEFIT PAYMENT. We must obtain consent of any irrevocable beneficiary and any assignee of record before the Single Sum Benefit is paid. An assignee's consent is required only to the extent that benefits paid would reduce this Policy's values and benefits below the amounts assigned.

RIDER GENERAL PROVISIONS

ANNUAL STATEMENT. The Annual Statement for this Policy will reflect payment of the Single Sum Benefit, if paid during the prior year, as well as resulting reductions and remaining benefits and values.

CONTESTABILITY. This Rider will be contestable, on the same basis as the Policy, during the lifetime of the Insured, as set forth in the Incontestability Provision of this Policy.

CHARGES. No charges are payable for this Rider.

SELF-INFLICTED INJURY. If the Insured suffers a Terminal Condition which results from a bodily injury which was intentionally self-inflicted, within the period specified in the Suicide Provision of this Policy, no benefits will be payable under this Rider.

000086

TERMINATION. This Rider will terminate at the earliest of:

- (a) the date the Policy terminates;
- (b) the effective date of a settlement option elected under the Policy;
- (c) the date the Single Sum Benefit is paid; or
- (d) the date the Owner elects to terminate this Rider.

RIDER EFFECTIVE DATE. Rider months, years and anniversaries are measured from the Rider Effective Date. The Rider Effective Date is the Policy effective date unless a different Rider Effective Date is shown here.

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO

Willie H. Berger
Secretary
SPECIMEN

000087

Exhibit 2

000088

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER: 139-17-047883

DECEDENT'S NAME: *WILLIAM CARL MEIER*

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: Redacted 1959

TYPE OF PLACE OF DEATH: HOSPITAL- EMERGENCY ROOM/OUTPATIENT

NAME AND ADDRESS OF PLACE OF DEATH: BEAUFORT MEMORIAL HOSPITAL, BEAUFORT, SC 29902-3454

PLACE OF DISPOSITION: ANDERSON CREMATORY

DISPOSITION LOCATION: BEAUFORT, SOUTH CAROLINA

METHOD OF DISPOSITION: CREMATION

DECEDENT'S RESIDENCE: 8 DOE DRIVE, BEAUFORT, BEAUFORT COUNTY, SC, 29907

PLACE OF BIRTH: CONNECTICUT

SEX: MALE

SOCIAL SECURITY NUMBER:

AGE: 58 YEARS

COUNTY OF DEATH: BEAUFORT

MARITAL STATUS: DIVORCED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: WALTER FREDRICK MEIER

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: MARIAN MARTINA HAHN

INFORMANT'S NAME: CONRAD MEIER

MAILING ADDRESS: Redacted BEAUFORT, SC, 29906

FUNERAL HOME: ANDERSON FUNERAL HOME, PO BOX 21, BEAUFORT, SC, 29901

FUNERAL DIRECTOR: GARY S. QUECK

EMBALMER'S NAME: NONE

ACTUAL OR PRESUMED DATE OF DEATH: DECEMBER 26, 2017

ACTUAL OR PRESUMED TIME OF DEATH: 1143

CAUSE OF DEATH - PART I

SUDDEN CARDIAC ARREST (WITNESSED)

RELATIONSHIP: SON

LICENSE NUMBER: 2816

LICENSE NUMBER: NONE

MANNER OF DEATH: NATURAL

OTHER SIGNIFICANT CONDITIONS - PART II:
SUDDEN CARDIAC ARREST (WITNESSED)

CORONER CONTACTED? YES

DATE OF INJURY: NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

AUTOPSY PERFORMED? NO

TIME OF INJURY: NA

AUTOPSY AVAILABLE? NA

INJURY AT WORK? NA

CERTIFIER NAME AND TITLE: CORONER J. EDWARD ALLEN

LICENSE NUMBER: NA

CERTIFIER'S ADDRESS: POST OFFICE DRAWER 1228, BEAUFORT, SC, 29901

DATE FILED: DECEMBER 28, 2017

DATE OF ISSUANCE: DECEMBER 28, 2017

SPECIAL INSTRUCTIONS:

NA

FILED
2018 JAN -5 PM 2:36
PROBATE COURT
BEAUFORT COUNTY, SC

SC06352793

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Catherine E. Helgel
Catherine E. Helgel
Director and State Registrar

Shae R. Sutton
Shae R. Sutton
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 07/31/2015

000089

Exhibit 3

000090



Transamerica Premier Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

January 2, 2018

Mary Burnsed
PO Box 1306
Saint Helena Island, SC 29920

Insured: William C Meier
Policy/Certificate Number: 15B1123871
Claim Number: 712260482768
Date of Death: 12/26/2017

Dear Ms. Burnsed:

Please accept our condolences for your loss. In order to file a claim on the above listed policy/certificate, please submit the items below:

- Claimant's Statement completed and signed by the beneficiary, Mary J Burnsed, wife
- obituary, if available
- original certified death certificate which lists the cause and/or manner of death (not a photocopy)
- original policy/certificate for surrender

We cannot reach a claims decision until: (1) the fully completed claim form and enclosed requirements are received and reviewed in our administrative office; and (2) any necessary investigation is completed.

If you have any other questions, give us a call at 800-851-9777

Sincerely,

Claims Department

cc: Oneamerica Securities Inc 7432B

Enclosure(s): Return Envelope
Claimant Statement NAIC

000091

Exhibit 4

000092

MOSS, KUHN & FLEMING P.A.

JAMES H. MOSS
H. FRED KUHN, JR.
CORY H. FLEMING*

1501 North Street P.O. Drawer 507~Beaufort, South Carolina 29901-0507
TELEPHONE 843-524-3373
FAX 843-524-1302

*ALSO MEMBER OF GA BAR

January 5, 2018

CERTIFIED MAIL – RETURN RECIEPT REQUESTED
7016 1370 0000 8753 1445

Transamerica Premier Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

RE: Insured: William C. Meier
Policy No.: 15B1123871

Dear Sir or Ma'am:

I represent the Estate of William C. Meier who passed away on December 26, 2017. Mr. Meier is your named insured under the above-referenced policy. Please be advised that the Estate challenges the current beneficiary designation and no proceeds should be paid to the currently designated beneficiary.

At the time Mr. Meier designated the current beneficiary, he and the beneficiary were married. Subsequently, Mr. Meier and the beneficiary divorced. Under §62-2-507 of the South Carolina Code of Laws Mr. Meier's divorce from the beneficiary automatically revokes the beneficiary's entitlement to any life insurance proceeds payable under the terms to the policy. You are hereby provided written notice of their divorce in accordance with sub-section (g)(2) of the aforesaid statute.

Once you have confirmed this information I'd appreciate you or someone from your legal department contacting me. In order to avoid the risk of double payment, you have the option of paying the proceeds into a court of competent jurisdiction, which in this case would be the Beaufort County, South Carolina Court of Common Pleas.

I appreciate your attention to this matter.

000093

RE: William C. Meier
January 5, 2018
Page 2

With kindest regards, I am

Very truly yours,

MOSS, KUHN & FLEMING, P.A.


H. Fred Kuhn, Jr.

HFKjr:sr

cc: Mr. Conrad Meier

Exhibit 5

000095



Transamerica Premier Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

January 11, 2018

MOSS KUHN AND FLEMING PA
H FRED KUHN JR
1501 NORTH STREET
PO BOX DRAWER 507
BEAUFORT SC 29901

Insured: William Meier
Policy/Certificate Number: 15B1123871

Dear Mr. Kuhn:

We are writing in response to the correspondence received from you on January 5, 2018.

Please provide our office with a copy of the divorce decree and the settlement agreement for review. Also, please provide a death certificate.

If the primary beneficiary, Ms Mary J Burns is revoked the benefits would be payable to the contingent beneficiary.

Once we received the requested documents, we will have our legal department review them and be back in touch with you.

If you have any other questions, give me a call at 319-355-8502.

Sincerely,

Sue Gritton
Claims Examiner
Claims Department

cc: Oneamerica Securities Inc 7432B

000096

ELECTRONICALLY FILED - 2018 Apr 23 2:13 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Exhibit 6

000097

PAUL H. INFINGER, LLC

PHONE (843) 521-5015

ATTORNEY AT LAW
10 ROBIN DRIVE, Suite 2
P.O. BOX 1537
BEAUFORT, SOUTH CAROLINA
29901-1537

FAX (843) 521-5042
paulinfinger@embarqmail.com

January 31, 2018

Sue Griffon Fax 866-352-6502 Off 319-355-8502
Transamerica Premier Life Insurance Company
Claims Department
6400 C Street SW
Cedar Rapids Iowa 52499

RE: Deceased Insured : William C. Meier
Policy/Certificate Number: 15 B1123871
Claim Number: 712260482768
Date of Death: 12/26/2017

Dear Claims Department:

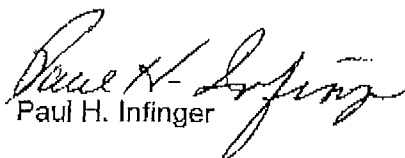
I have been retained to represent Mary Burnsed, former wife of your deceased insured William C. Meier, for full payment of her claim as sole named beneficiary of all policy proceeds in the above referenced Transamerica policy and all other policies owned by William C. Meier prior to his death on December 26, 2017.

Mary Burnsed does not have a copy of Transamerica Policy Number 15 B1123871 and we respectfully request a copy of the entire policy, in addition to any other policies Mr. Meier may have had through your company or any other company you are aware of that carried coverage for him. At your request to Mary Burnsed we are forwarding to you a copy of Mr. Meier's Death Certificate. You will see that this is a copy, not original, from the Probate Court of Beaufort County. Original copies can only be obtained by the appointed administrator of an estate or by Order of a competent Beaufort County Court. We intend to file a petition to obtain an order to get an original Death Certificate.

We are aware that there may have been another claim made for the life insurance benefits and we hereby advise you that Mary Burnsed claims that she is the sole named beneficiary and we request that the total and full amount of the benefits be immediately paid to her.

Mary Burnsed has also delivered to us a claims form and some other documents that your office previously provided her. We will proceed to reviewing and completing those documents and forwarding them to you. If you know of any reason that Mary Burnsed is not the sole beneficiary entitled to the above Life Insurance death proceeds, please let me know the basis of that refusal to pay.

We look forward to hearing from you.


Paul H. Infinger

Cc: Mary Burnsed

Enclosure: Copy Death Certificate/ Date of Death: 12/26/2017 / Divorce Decree for William C Meier,

000098

Exhibit 7

000099

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE FAMILY COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
CASE NO: 2002-DR-07-4785
1419

MARY JANE BURNSED,
Plaintiff,

versus

WILLIAM CARL MEIER,
Defendant.

FINAL DIVORCE DECREE
OCT 26 PM 2:16
FAMILY COURT
BEAUFORT COUNTY
BEAUFORT, S.C.

DATE OF HEARING: November 26, 2002
PRESIDING JUDGE: Armstrong
PLAINTIFF'S ATTORNEY: Peggy M. Infinger
DEFENDANT'S ATTORNEY: Pro Se
COURT REPORTER: Nicholas

This is an action in which the Plaintiff seeks a divorce, a vinculo matrimonii, from the Defendant on the grounds of one year continuous separation without cohabitation. The Summons and Complaint was filed on October 3, 2002. The Defendant was duly served on October 7, 2002, as will appear by the Acceptance of Service on file in these proceedings. The Defendant filed an Answer pro se on October 9, 2002, admitting the allegations of the Complaint and joining the Plaintiff in her request for the divorce.

The matter is before me for a final hearing. Present at the hearing was the Plaintiff with her attorney, Peggy M. Infinger. The Defendant was present without counsel. Having examined the Defendant as to his willingness and ability to represent himself, the Court is satisfied that the Defendant is both willing and able to proceed pro se.

Prior to the taking of testimony, the Court inquired as to the possibility of a reconciliation, and determined there was none.

FINDINGS OF FACT

Based upon the pleadings and the testimony of the parties and the Plaintiff's corroborating witness, I make the following findings of salient fact pursuant to Family Court Rule 26(a):

1. The Plaintiff and Defendant are both residents of Beaufort County, South

Certified - A True Copy

Jean A. Pearson
Clerk of Court
Beaufort County SC

000100

[Handwritten signature]

Carolina, and have been so for more than one (1) year prior to the commencement of this action. The parties last resided together as husband and wife in Beaufort County, South Carolina.

2. The parties were married on July 19, 1997, in Beaufort, South Carolina. No children have been born of this marriage.

3. The parties separated on June 15, 2001, and have not lived together nor cohabited since that time.

4. Neither party desires spousal support or alimony from the other party, and each party waives any claim he/she may have against the other party.

5. Neither party has acquired assets or debts during the marriage in which the other party would have an equitable interest.

CONCLUSIONS OF LAW

Based upon the above recited findings of fact, I make the following conclusions of law:

1. This Court has jurisdiction of the subject matter and parties herein.
2. The Plaintiff has proven her grounds for divorce by clear and convincing evidence and is entitled to a divorce, a vinculo matrimonii, on the grounds of living separate and apart continuously for one year without cohabitation.

NOW, THEREFORE, it is

ORDERED that the Plaintiff be granted a divorce, a vinculo matrimonii, from the Defendant on the grounds of living separate and apart continuously for one year without cohabitation; and

IT IS SO ORDERED!


Presiding Judge, Fourteenth Judicial Circuit
~~Beaufort County~~ Family Court

Beaufort, South Carolina

Dated: November 26, 2002

82-1419

000101

Exhibit 8

000102



Transamerica Premier Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, Iowa 52499

February 5, 2018

MOSS, KUHN AND FLEMING PA
ATTN H FRED HUHNR JR
1501 NORTH STREET
PO DRAWER 507
SOUTH CAROLINA 29901

Insured: William Meier
Policy/Certificate Number: 15B1123871

Dear Mr. Kuhn:

We are writing in response to the correspondence received from you.

If section 62-2-507 of the South Carolina Code of Laws revokes Mary Burns's designation as beneficiary, it appears that Richard Meier (insured brother) would be the beneficiary of this policy as he was listed as the contingent beneficiary.

14. BENEFICIARY (Print Full Names)		
Primary- Mary J. Burns (Wife)	Percent % 100	Relationship Wife
Contingent- Richard W. Meier	Percent % 100	Relationship Brother

If more than one primary or contingent beneficiary is designated, proceeds will be divided equally among the survivors within class unless otherwise indicated.

-1-

Please provide us with the contact information for Richard Meier.

Please provide this information within 15 days of this letter, February 23, 2018.

If you have any other questions, give us a call at 800-851-9777.

Sincerely,

Sue Gritton
Claims Examiner

000103

ELECTRONICALLY FILED - 2018 Apr 23 2:13 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Claims Department

000104

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

RICHARD WALTER MEIER AND THE)
ESTATE OF WILLIAM CARL MEIER, BY)
AND THROUGH CONRAD MEIER,)
PERSONAL REPRESENTATIVE,)
Plaintiffs,)
- vs -)
MARY J. BURNSED AND)
TRANSAMERICA PREMIER LIFE)
INSURANCE COMPANY, INC.,)
Defendants.)

**ANSWER OF DEFENDANT
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY TO
CROSSCLAIMS OF DEFENDANT
BURNSED**

C.A. No. 2018-CP-07-00211

Defendant Transamerica Premier Life Insurance Company (“Transamerica”) answers the crossclaims of defendant Mary J. Burnsed (“Ms. Burnsed”).

First Defense

The crossclaims of Ms. Burnsed fail to state a claim against Transamerica upon which relief can be granted.

Second Defense

Transamerica did not deny Ms. Burnsed’s claim to the death benefit payable under Policy No. 15-B1123871 (“the Policy”); rather the death benefit is the subject to Transamerica’s counterclaim and crossclaim in interpleader, filed pursuant to Rule 22 of the South Carolina Rules of Civil Procedure.

Third Defense

As set out in its counterclaim and crossclaim in interpleader, Transamerica is a neutral and disinterested stakeholder of the death benefit payable under the Policy. The death benefit

should be paid into the registry of this Court, so that the correct recipient may be identified, and so that the death benefit may be paid in accordance with the order of this Court.

Fourth Defense

Western Reserve Life Insurance Company of Ohio ("Western Reserve") issued the Policy, a flexible premium variable universal life insurance policy, to William C. Meier ("the insured") of Beaufort County, South Carolina, with a Policy Date of July 16, 1998. Effective October 1, 2014, Western Reserve merged into Transamerica, which assumed all rights and obligations of the insurer under the Policy. For the reasons set out in its counterclaim and crossclaim in interpleader, Transamerica is unable to determine the correct recipient of the death benefit payable under the Policy. The correct recipient should be determined by this Court, and all issues raised by plaintiff's complaint and by Mrs. Burnsed's counterclaim and crossclaims should be resolved through interpleader.

Fifth Defense

Transamerica answers the numbered paragraphs of Ms. Burnsed's pleading:

1-17. Paragraphs 1-17 consist of Ms. Burnsed's answers to the numbered paragraphs of plaintiffs' complaint. They do not require a response by Transamerica.

Counterclaim against Plaintiffs

Paragraphs 18-30 consist of Ms. Burnsed's counterclaim, alleging that plaintiffs are liable to her for tortious interference with her rights under the Policy. Although the counterclaim does not purport to state a claim against Transamerica, certain allegations of the counterclaim make reference to Transamerica and to the Policy. Therefore, Transamerica responds as follows:

18. Answering paragraph 18, Transamerica admits that this Court has jurisdiction over the matters alleged in the counterclaim, and that venue is appropriate in this Court.

000106

19. Paragraph 19 is admitted upon information and belief.

20. Answering paragraph 20, Transamerica admits that it is a corporation organized under the laws of Iowa; that its principal place of business is in Cedar Rapids, Iowa; and that it is authorized to do business in South Carolina.

21-22. Paragraphs 21 and 22 are admitted upon information and belief.

23. Paragraph 23 is denied. For further answer, Transamerica shows that the Policy was issued to the Insured by Western Reserve, providing a death benefit of \$250,000; that the Insured designated as the primary beneficiary of the Policy Ms. Burnsed, whose relationship to the Insured was identified as "Wife"; that the Insured designated as the contingent beneficiary of the Policy Richard Walter Meier ("Mr. Meier"), whose relationship to the Insured was identified as "Brother"; that Western Reserve merged into Transamerica effective October 1, 2014; and that Transamerica assumed all rights and obligations of the insurer under the Policy. For further answer, Transamerica refers to the Policy, which speaks for itself, for a full disclosure of its terms and provisions.

24. Transamerica lacks knowledge or information sufficient to admit or deny the first sentence of paragraph 24. Answering the second sentence of paragraph 24, Transamerica admits that it did not receive a notice of change in the beneficiary designation before the death of the Insured or after the entry of the Final Divorce Decree of the Insured and Ms. Burnsed.

25. Paragraph 25 calls for a legal conclusion, which Transamerica neither admits nor denies.

26. Answering paragraph 26, Transamerica lacks knowledge or information sufficient to admit or deny what Ms. Burnsed "is informed and believes." Transamerica admits that it did not receive a notice of change in the beneficiary designation before the death of the Insured.

27. As a neutral and disinterested stakeholder, Transamerica lacks knowledge or information sufficient to admit or deny paragraph 27.

28. Answering the first sentence of paragraph 28, Transamerica lacks knowledge or information sufficient to admit or deny what Ms. Burnsed "is informed and believes." The second sentence of paragraph 28 calls for a legal conclusion, which Transamerica neither admits nor denies.

29-30. Paragraphs 29 and 30 call for legal conclusions, which Transamerica neither admit nor deny.

First Crossclaim against Transamerica

(Breach of Contract)

31. For answer to paragraph 31, Transamerica adopts and incorporates by reference its answers to paragraphs 1-30.

32. The first sentence of paragraph 32 is admitted. The second sentence of paragraph 32 is denied.

33. Answering Paragraph 33, Transamerica admits that on or about December 28, 2017, Ms. Burnsed informed Transamerica by telephone of the death of the Insured. Otherwise, paragraph 33 is denied. For further answer, Transamerica shows that by letter to Ms. Burnsed dated January 2, 2018, it enclosed a Claimant's Statement to be completed by Ms. Burnsed, and that Transamerica has not received a completed Claimant's Statement from Ms. Burnsed.

34. Paragraph 34 calls for legal conclusions, which Transamerica neither admit nor deny. For further answer, Transamerica show that it has filed a counterclaim and crossclaim in interpleader; that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court; and that

interpleader, pursuant to Rule 22, SCRCP, is the appropriate remedy to determine the rights of all parties.

35. Paragraph 35 is denied. For further answer, Transamerica show that it has filed a counterclaim and crossclaim in interpleader; and that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court, pursuant to Rule 22, SCRCP.

36-37. Paragraphs 36 and 37 are denied. For further answer, Transamerica shows that it has not refused to pay the death benefit under the Policy; that is has filed a counterclaim and crossclaim in interpleader; and that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court, pursuant to Rule 22, SCRCP.

Second Crossclaim against Transamerica

(Unreasonable and Bad Faith Refusal to Pay Benefits Under Contract)

38. For answer to paragraph 38, Transamerica adopts and incorporates by reference its answers to paragraphs 1-37.

39. Paragraph 39 is admitted. For further answer, Transamerica refers to the Policy, which speaks for itself, for a full disclosure of its terms and provisions.

40. Answering Paragraph 40, Transamerica admits that the Insured designated as the primary beneficiary of the Policy Ms. Burnsed, whose relationship to the Insured was identified as "Wife." Transamerica lacks knowledge or information sufficient to admit or deny the remaining allegations of paragraph 40.

41-43. Paragraphs 41, 42, and 43 call for legal conclusions, which Transamerica neither admit nor deny. For further answer, Transamerica show that it has filed a counterclaim and

crossclaim in interpleader; that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court; and that interpleader, pursuant to Rule 22, SCRCP, is the appropriate remedy to determine the rights of all parties.

44. Paragraph 44 is denied.

45. Answering paragraph 45, Transamerica denies that Ms. Burnsed's claim was denied. The remaining allegations of paragraph 45 are denied. For further answer, Transamerica shows that it has filed a counterclaim and crossclaim in interpleader; that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court; and that interpleader, pursuant to Rule 22, SCRCP, is the appropriate remedy to determine the rights of all parties.

46-48. Paragraphs 46, 47, and 48 are denied.

49. Transamerica denies Ms. Burnsed's Prayer for Relief, and shows that it has filed a counterclaim and crossclaim in interpleader, and that it has requested permission to pay the death benefit owed under the Policy into the registry of this Court, so that the correct recipient can be determined by this Court.

000110

WHEREFORE, having answered the crossclaim of Ms. Burnsed, Transamerica prays that the same be dismissed.

s/ Emily Bridges
Emily I. Bridges (#12258)
Smith Moore Leatherwood LLP
2 West Washington Street, Suite 1100 (29601)
Post Office Box 87
Greenville, SC 29602
(864) 751-7600
(864) 751-7800 (fax)
emilybridges@smithmoorelaw.com

Attorney for Defendant
Transamerica Premier Life Insurance Company

May 11, 2018

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT	)	CASE NO.: 2018-CP-07-00211
	)	
RICHARD WALTER MEIER AND	)	
THE ESTATE OF WILLIAM CARL	)	
MEIER, BY AND THROUGH CONRAD	)	
MEIER, PERSONAL REPRESENTATIVE,	)	
	)	NOTICE OF MOTION AND MOTION FOR
	)	SUMMARY JUDGMENT
Plaintiff,	)	
	)	
vs.	)	
	)	
MARY J. BURNSSED AND	)	
TRANSAMERICA PREMIER LIFE	)	
INSURANCE COMPANY, INC.,	)	
	)	
Defendants.	)	
	)	

TO: PAUL H. INFINGER, ESQUIRE, ATTORNEY FOR THE DEFENDANT MARY J. BURNSSED:

PLEASE TAKE NOTICE that the Plaintiffs, by and through their undersigned attorneys, hereby move before the Presiding Judge of the Beaufort County Court of Common Pleas pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for an Order granting to the Plaintiffs summary judgment on the allegations of the Complaint on the ground that there exists no genuine issue of material fact and the Plaintiffs are entitled to a judgment in their favor as a matter of law.

More specifically the Plaintiffs would show that there exists no genuine issue of material fact as to the following facts:

1. William Carl Meier and Mary J. Burnsessed were married on July 19, 1997 in Beaufort, South Carolina.
2. On July 16, 1998 William Carl Meier obtained a variable universal life insurance policy, bearing Policy Number 15B1123871 from Transamerica Premier Life Insurance

Company insuring his life. At that time, he designated his then wife, Mary J. Burnsed, as the primary beneficiary and the Plaintiff Richard Walter Meier as the contingent beneficiary. At all times, William Carl Meier remained the owner and named insured of the Policy.

3. On June 15, 2001 William Carl Meier and Mary J. Burnsed separated.

4. Mary J. Burnsed divorced William Carl Meier on November 26, 2002 on the ground of one (1) year's continuous separation of the parties prior to the commencement of the divorce action.

5. A true and accurate copy of the Final Divorce Decree between Mary J. Burnsed and William Carl Meier is attached hereto as Exhibit A.

6. On December 26, 2017 William Carl Meier died suddenly and unexpectedly while playing golf.

In accordance with §62-2-507(c) of the South Carolina Code of Laws the aforesaid Final Decree of Divorce revokes the designation of the Defendant Mary J. Burnsed as the beneficiary of the subject policy.

It is accordingly respectfully requested that the Court declare that the Defendant Mary J. Burnsed is not a beneficiary of, has no interest in, nor any claim to, the policy or its benefits and issue an Order directing the Defendant Transamerica to pay the proceeds of the policy to the Plaintiff Richard Walter Meier as the alternate beneficiary.

This motion will be heard at a date, time and place as shall be set by the Beaufort County Clerk of Court.

[signature on following page]

000113

Respectfully submitted,

MOSS, KUHN & FLEMING, P.A.

By: s/ H. Fred Kuhn, Jr.

H. Fred Kuhn, Jr.
1501 North Street
Post Office Drawer 507
Beaufort, South Carolina 29901-0507
(843)524-3373 - telephone
(843)524-1302 - facsimile
Email: fred@mossandkuhn.com
Attorney for Plaintiff

Beaufort, South Carolina
April 20, 2018

000114

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
 THE ESTATE OF WILLIAM CARL
 MEIER, BY AND THROUGH CONRAD
 MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

vs.

MARY J. BURNSED AND
 TRANSAMERICA PREMIER LIFE
 INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

) MEMORANDUM OF PLAINTIFF IN
) SUPPORT OF MOTION FOR SUMMARY
) JUDGMENT

The Plaintiffs, Richard Walter Meier and the Estate of William Carl Meier, by and through Conrad Meier, Personal Representative, have moved for summary judgment on their behalf pursuant to Rule 56 of the South Carolina Rules of Civil Procedure on the ground that there exists no genuine issue of material fact and they are entitled to judgment on their behalf as a matter of law. This Memorandum is respectfully submitted in support of their motion.

INTRODUCTION

This is an action to determine who is entitled to receive the proceeds of a life insurance policy (hereinafter the "Policy") issued by the Defendant Transamerica Premier Life Insurance Company, Inc. (hereinafter "Transamerica") on the life of William Carl Meier (hereinafter "Meier"), who died on December 26, 2017. The Defendant Mary J. Burnsed (hereinafter "Burnsed") contends that she is entitled to the proceeds of the life insurance policy because she is the named beneficiary. The Plaintiffs contend that the designation of Burnsed as the beneficiary of the life insurance policy was revoked by the operation of §62-2-507 of the South

Carolina Code of Laws, which automatically revokes, upon divorce, the designation of an ex-spouse as the beneficiary of a life insurance policy.

FACTUAL BACKGROUND

The operative facts in this case are undisputed.

Meier and Burnsed were married on July 19, 1997. On June 16, 1998, Meier took out a policy of life insurance on his life with Transamerica. He named Burnsed as the primary beneficiary of the policy. Meier's son, the Plaintiff Conrad Meier, was a minor at the time, so Meier named his brother, the Plaintiff Richard Walter Meier, as the contingent beneficiary. On November 26, 2002 Meier and Burnsed divorced. Following their divorce, Meier maintained ownership of the policy, paid the premiums as they fell due, and maintained the policy on his life in full force and effect. In 2014, the South Carolina General Assembly amended §62-2-507, expressly providing that a Divorce Decree automatically revoked the designation of a spouse as the beneficiary of a life insurance policy.

On December 26, 2017 Meier suddenly and unexpectedly died. Prior to his death, he did not change the beneficiary designation on his life insurance policy.

LEGAL AUTHORITY

A. §62-2-507

The language and meaning of §62-2-507 is clear, plain and unambiguous.

First, the policy is a "governing instrument" within the meaning of §62-2-507(a)(4) of the South Carolina Code of Laws.

Second, Meiers' designation of the Defendant Burnsed as the primary beneficiary of the policy was and is "revocable" within the meaning of §62-2-507(a)(5) of the South Carolina Code of Laws.

Finally, a Decree of Divorce is an act that revokes the designation of a spouse as the beneficiary of a life insurance policy, in accordance with §62-2-507(c) of the South Carolina Code of Laws.

Accordingly, if the statute applies, the Plaintiffs are entitled to summary judgment on their behalf as a matter of law.

B. BURNSED'S DEFENSES

In an attempt to avoid the plain meaning of the statute, the Defendant Burnsed raises several arguments. She argues that applying the statute interferes with vested rights, that applying the statute to her case would be an impermissible retroactive application, and that application of the statute in this case would constitute an unconstitutional interference with contractual rights.

Although there is not South Carolina Appellate Court decision on point, the exact arguments raised by Burnsed have been addressed multiple times by the Appellate Courts in other jurisdictions, and in almost¹ every case these arguments have been rejected.

The Uniform Probate Code is a uniform act drafted by the National Conference of Commissioners on Uniform State Laws governing inheritance and decedent's estates in the United States. The primary purposes of the Act are to streamline the probate process and to standardize and modernize the various State laws governing Wills, Trusts and Intestacy. The original version of the Uniform Probate Code was adopted in 1969, and South Carolina was one of the first States to adopt the Uniform Probate Code as the South Carolina Probate Code. Over the years, the Uniform Probate Code has been amended, and South Carolina has amended its

¹ There is one exception, *Whirlpool Corporation v. Ritter*, 929 F.2d 1318 (8th Cir. 1991), which is addressed herein, pg. 7.

Probate Code to conform to the Uniform Probate Code. Almost all the other States of the United States have done the same. Accordingly, numerous States amended their Probate Codes with provisions identical to South Carolina's §62-2-507, and as a result the Appellate Courts of numerous States have been faced with the exact same circumstances, and the exact same arguments, now faced by this Court.

For example, in *In Re Estate of DeWitt*, 54 P.3d 849 (Colo. 2002) the Appellate Court consolidated two (2) cases factually identical to the case *sub judice* for decision. In one case, the husband purchased a life insurance policy on his life in 1988 naming his wife as the beneficiary. The parties divorced in 1992 and husband continued to pay the insurance premiums but never changed the designation of his beneficiary. In 1995 Colorado adopted a statute identical to §62-2-507, also based on the Uniform Probate Code. In 1997, the husband died and his ex-wife sued to obtain the life insurance policy proceeds, claiming to be the beneficiary. In the second case faced by the DeWitt Court, husband and wife married in 1983. In 1987 husband obtained a life insurance policy naming wife as the beneficiary. The parties divorced in 1994. Again, the statute identical to §62-2-507 was adopted by Colorado in 1995. Husband died in 1997 with wife still named as the beneficiary, and wife attempted to obtain the proceeds.

In both cases, the statute went in effect after the divorce but before the death of the policy holder and the Court upheld the application of the statute, rejecting the ex-spouse's arguments that the statute impaired her vested rights, was being improperly applied retroactively, or was unconstitutional.

With the respect to the vested rights argument, the Court noted that a vested right is "something more than a mere expectation based upon an anticipated continuance of the existing law." *In Re Estate of DeWitt*, 54 P.3d at 856. "Our case law makes clear that a beneficiary to a

life insurance contract does not possess a vested interest in the contract. Instead, a beneficiary merely possesses an expectant, or contingent, interest.” *Id.*

The Court likewise rejected the argument that the statute impermissibly retroactively applied. The Court simply noted that the statute applies when the decedent dies, not when the divorce took place, so there was no impermissible retroactive application.

Finally, the Colorado Supreme Court rejected the argument that the statute unconstitutionally impaired a contractual right. The Court noted that “none of the contractual obligations is implicated by application of (the statute). The insurance contract remains in effect and enforceable notwithstanding the application of (the statute): during his life, each decedent was required to pay the premiums and upon the decedent’s death the insurer was obligated to pay the proceeds of the policy. (The statute) merely changed the identity of the presumptive beneficiary. As a result, the essential elements of a bargained-for exchange remain intact.” *Id.*, 54 P.3d at 860.

Another on-point case was presented to the United States Court of Appeals for the Tenth Circuit in *Stillman v. Teachers Insurance*, 343 F.3d 1311 (10th Cir. 2003). In that case, husband took out an annuity on his life naming wife as the primary beneficiary. In 1970 the parties divorced. In 1998 Utah enacted a statute essentially identical to §62-2-507. In 1999 husband died without having changed wife as the beneficiary. Wife filed suit claiming entitlement to the proceeds, and the Tenth Circuit Court of Appeals rejected her arguments that the application of the statute would be impermissibly retroactive or unconstitutional. In so holding the Court of Appeals emphasized, among other things, that the statute simply reflects the legislature’s intent to effectuate the decedent’s probable wishes, as follows:

“The statute attempts to effectuate the intention of the donor. The Uniform Probate Code provisions on which (the statute) is modeled derive from the

recognition "that when spouses are sufficiently unhappy with each other that they obtain a divorce, neither is likely to want to transfer his or her property to the survivor on death." Revocation-upon-divorce statutes "reflect the legislative judgment that when the transferor leaves unaltered a will or trust or insurance beneficiary designation in favor of an ex-spouse, this failure to designate substitute takers more likely than not represents inattention rather than intention."

Id., 343 F.3d at 1318.

The Court also noted the theoretical possibility that the decedent was aware of the statute, and accordingly did not remove his ex-wife as beneficiary in reliance upon the statute's automatic revocation. *Id.*

The same results were reached in *Matter of Estate of Dobert*, 192 Ariz. 248, 963 P.2d 327 (Ct. App. 1998). The Appellate Court emphasized the fact that Arizona's statute, which is identical to §62-2-507, was based upon the Uniform Probate Court, noting:

"When a statute is based on a uniform act, we assume that the legislature 'intended to adopt the construction placed on the act by its drafter.' Thus, commentary to such a uniform act is 'highly persuasive unless erroneous or contrary to the settled policy in this state.' The drafters' comment to (the statute) states that the section covers 'life-insurance ... and other revocable dispositions to the former spouse that the divorced individual established before the divorce.'"

Id., 192 Ariz. at 252, 963 P.2 at 331. In rejecting the argument that the statute unconstitutionally impaired rights and obligations when applied retroactively to a life insurance contract that was executed before the effective date of the statute, the Court stated:

"The statute anticipates that, upon undergoing a fundamental change in family composition such as divorce the insured would most likely intend to provide for their new family members, and/or revoke prior provisions made for their ex-spouses. The statutes also anticipate that the insured will often fail so to provide and revoke, not of conscious intent, but simply from a lack of attentiveness. By automatically revoking prior beneficiary-designations upon a change in family composition, and by substituting statutory beneficiaries in their place, the statutes are designed to protect the insured from such inattentiveness."

Id., 192 Ariz. at 254, 963 P.2d at 333 (ellipses and hyphens omitted).

In *Allstate Life Insurance Company v. Hanson*, 200 F.Supp.2d 1012 (E.D. Wis. 2002) the parties were married in 1989 and then purchased life insurance policies naming each other as the beneficiary but reserving the power to change the beneficiary designation. In 1997 they divorced. In 1998 Wisconsin adopted a statute based upon the Uniform Probate Code and identical to South Carolina's §62-2-507. After husband's death, wife claimed entitlement to the life insurance policy proceeds since she was still named as the beneficiary. The United States District Court for the Eastern District of Wisconsin applied the statute, rejecting her argument that application of the statute retroactively violated the contract clauses of the federal and state constitutions. In so holding, the District Court noted that even if the statute were applied retroactively, it would still be valid and constitutional, inasmuch as the ex-spouse possessed no "vested" interest, but possessed "merely an expectation." The Court emphasized that the statute served "a significant and legitimate public purpose" *Id.*, 200 F.Supp.2d at 1018. Not only did the statute "closely effectuate the transferor's intent," but it created "uniformity between the State's treatment of probate and nonprobate transfers." *Id.*, 200 F.Supp.2d at 1020.

In short, the overwhelming majority of cases have upheld the application of the statute where the divorce occurred prior to the statute's effective date, but the decedent passed away after the statute's effective date.

As noted in the prior footnote, the lone case in the minority is *Whirlpool Corporation v. Ritter*, 929 F.2d 1318 (8th Cir. 1991). This case "has been persuasively criticized by other distinguished authorities." *Stillman v. Teachers Insurance*, 343 F.2d 1321, 1321 (10th Cir. 2003). Following the Whirlpool decision, the Joint Editorial Board for the Uniform Probate Code issued a statement asserting that the opinion was "manifestly wrong." Statement of Joint Editorial Board for the Uniform Probate Code Regarding the Constitutionality of Changes and Default

Rules as Applied to Pre-existing Documents, pg. 1 (1991). See also, *Stillman v. Teachers Insurance*, 343 F.3d at 1321. See also, *Edward C. Holbach, Jr. and Lawrence W. Waggoner*, the Uniform Probate Code's New Survivorship and Antilapse Provision, 55 Albany Law Review 1091,1129-30 (1992).

CONCLUSION

The mandate of §62-2-507 is clear, plain, and unambiguous. Application of the statute in this case is not impermissibly retroactive, inasmuch as the provisions of the statute go into effect upon the death of the decedent, and William C. Meier passed away several years after the statute's effective date. The Defendant Burnsed did not possess any vested rights, but merely an expectancy. The purpose of the statute is to effectuate the natural desire of a decedent to provide for his family, as opposed to an ex-spouse.

Section 62-5-507 has been in effect for years and is constitutional.

It is accordingly respectfully requested that summary judgment be granted in favor of the Plaintiffs.

MOSS, KUHN & FLEMING, P.A..

By: /s/ H. Fred Kuhn, Jr.

H. Fred Kuhn, Jr.
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Post Office Drawer 507
Beaufort, South Carolina 29901-0507
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Attorney for Plaintiffs

Beaufort, South Carolina
June 25, 2018

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS

Richard Walter Meier and the Estate
of William Carl Meier, by and through
Conrad Meier, its Personal
Representative,

Case No. 2018-CP-07-00211

Plaintiffs,

-vs-

Mary J. Burnsed and TransAmerica
Premier Life Insurance Company, Inc.,

MOTION FOR SUMMARY JUDGMENT

Defendants.

TO: H. FRED KUHN, JR., ESQ., AND MESSRS. MOSS, KUHN & FLEMING,
ATTORNEYS FOR PLAINTIFFS; AND KURT M. ROZELSKY, ESQ., AND
EMILY I. BRIDGES, ESQ., AND MESSRS. SMITH MOORE
LEATHERWOOD, ATTORNEYS FOR DEFENDANT TRANSAMERICA
PREMIER LIFE INS. CO., INC.:

PLEASE TAKE NOTICE that at 10:00 a.m. on the tenth day after service hereof,
or as soon thereafter as counsel can be heard, the defendant Mary J. Burnsed will
move before a Resident or Presiding Judge of the Court of Common Pleas for Beaufort
County at the Beaufort County Judicial Center, or such other place within the
Fourteenth Circuit as the court may designate, for summary judgment in her favor on
the cause of action raised in the plaintiff's complaint.

This motion is based upon the fact that the sole basis for the plaintiff's claim is
that this defendant's designation as beneficiary of the subject insurance policy was
revoked upon the 2002 divorce of the parties by operation of Act No. 100 of 2013,
codified as S.C. Code Ann. § 62-2-507. Act No. 100 of 2013 does not apply
retroactively in the case of any divorce entered before January 1, 2014, the effective
date of the statute.

Motion for Summary Judgment
Page Two

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s/James B. Richardson, Jr.
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May 30, 2018.

Attorneys for Defendant
Mary J. Burnsed.

ELECTRONICALLY FILED - 2018 May 30 1:28 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE FAMILY COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
CASE NO: 2002-DR-07-4785

1419

MARY JANE BURNSED,

Plaintiff,

versus

WILLIAM CARL MEIER,

Defendant.

FINAL DIVORCE DECREE

02 NOV 26 PM 2:16
FAMILY COURT
BEAUFORT COUNTY
S.C.

DATE OF HEARING: November 26, 2002
PRESIDING JUDGE: Armstrong
PLAINTIFF'S ATTORNEY: Peggy M. Infinger
DEFENDANT'S ATTORNEY: Pro Se
COURT REPORTER: Nicholas

This is an action in which the Plaintiff seeks a divorce, a *vinculo matrimonii*, from the Defendant on the grounds of one year continuous separation without cohabitation. The Summons and Complaint was filed on October 3, 2002. The Defendant was duly served on October 7, 2002, as will appear by the Acceptance of Service on file in these proceedings. The Defendant filed an Answer *pro se* on October 9, 2002, admitting the allegations of the Complaint and joining the Plaintiff in her request for the divorce.

The matter is before me for a final hearing. Present at the hearing was the Plaintiff with her attorney, Peggy M. Infinger. The Defendant was present without counsel. Having examined the Defendant as to his willingness and ability to represent himself, the Court is satisfied that the Defendant is both willing and able to proceed *pro se*.

Prior to the taking of testimony, the Court inquired as to the possibility of a reconciliation, and determined there was none.

FINDINGS OF FACT

Based upon the pleadings and the testimony of the parties and the Plaintiff's corroborating witness, I make the following findings of salient fact pursuant to Family Court Rule 26(a):

1. The Plaintiff and Defendant are both residents of Beaufort County, South

Certified - A True Copy

000125

Juan A. Resman
Clerk of Court
Beaufort County SC

Carolina, and have been so for more than one (1) year prior to the commencement of this action. The parties last resided together as husband and wife in Beaufort County, South Carolina.

2. The parties were married on July 19, 1997, in Beaufort, South Carolina. No children have been born of this marriage.

3. The parties separated on June 15, 2001, and have not lived together nor cohabited since that time.

4. Neither party desires spousal support or alimony from the other party, and each party waives any claim he/she may have against the other party.

5. Neither party has acquired assets or debts during the marriage in which the other party would have an equitable interest.

CONCLUSIONS OF LAW

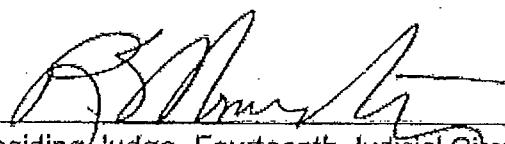
Based upon the above recited findings of fact, I make the following conclusions of law:

1. This Court has jurisdiction of the subject matter and parties herein.
2. The Plaintiff has proven her grounds for divorce by clear and convincing evidence and is entitled to a divorce, a vinculo matrimonii, on the grounds of living separate and apart continuously for one year without cohabitation.

NOW, THEREFORE, it is

ORDERED that the Plaintiff be granted a divorce, a vinculo matrimonii, from the Defendant on the grounds of living separate and apart continuously for one year without cohabitation; and

IT IS SO ORDERED!


Presiding Judge, Fourteenth Judicial Circuit
~~Beaufort County~~ Family Court

Beaufort, South Carolina

Dated: November 26, 2002

000126

82-1419

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE.

Plaintiff,

vs.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

AFFIDAVIT OF
KAREN MARIE CUMMINS

Personally appeared before me Karen Marie Cummins who, being duly sworn, deposes and states as follows:

1. I am over eighteen years of age and competent to give this affidavit. All matters stated herein, unless expressly noted otherwise, are based upon my direct personal knowledge.
2. I was a personal friend of William Carl Meier (hereinafter "Bill").
3. On or around August or September of 2016, Bill and I, along with other friends, were sitting together at Emily's Restaurant and Tapas Bar, located at 906 Port Republic Street in Beaufort, South Carolina discussing our mutual friend, Michael Hatfield, who passed away suddenly and unexpectedly, and who did not have a Will. We discussed the complications that had arisen for his family that would have to be dealt with because Michael did not have a Will or any beneficiary designations on his investment accounts. Bill stated to me that he, also, did not have a Will and, knowing that I am a paralegal, asked me if one could be prepared for him. Bill explained that he had a large life insurance policy that he wanted to leave to his son, Conrad. I

explained to Bill that he did not need to do a Will to accomplish that purpose, but he simply needed to contact the insurance company and complete a new beneficiary designation. Bill went on to explain that he had taken this policy out many years ago, when Conrad was a child, and he could not name Conrad as the beneficiary since he was a minor. During the course of our conversation, Bill never told me the identity of the current beneficiary of his policy, but he made it clear that it was his intent and desire that the beneficiary of his life insurance policy had to be changed to someone other than who was designated at that time.

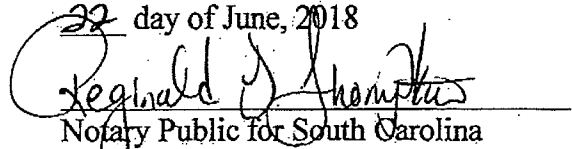
4. As Bill was walking out the door, he gave me a hug, looked me in the eye and said "I'm going to change it". I said, make sure you do, one never knows, and if you need any help, call me.

Further the affiant sayeth naught.


Karen Marie Cummins

SWORN to before me this

22 day of June, 2018


Notary Public for South Carolina

My Commission Expires: 5/30/27

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

VS.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants,

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

AFFIDAVIT OF
MARTHA HATFIELD

Personally appeared before me Martha Hatfield who, being duly sworn, deposes and states as follows:

1. I am over eighteen years of age and competent to give this affidavit. All matters stated herein, unless expressly noted otherwise, are based upon my direct personal knowledge.
2. I have known Bill Meier (hereinafter "Bill") since approximately 1988.
3. Bill and I began dating in around May 2016 and subsequently became romantically involved with each other.
4. Although I own my own home, I moved in with Bill at his invitation in around June 2017 and we cohabited together until his untimely death.
5. Bill died on December 26, 2017. His death was completely unexpected. Until that moment, he appeared to be in good health, with a long life ahead of him.
6. I first met Mary Burnsed (hereinafter "Mary") in around 1988. Bill maintained a friendly relationship with Mary following their divorce. Bill was a very forgiving and loving

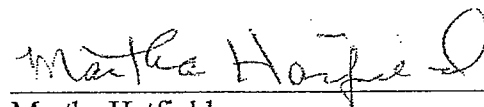
man, and it was not in his nature to hold grudges against anybody. Mary was just one of Bill's ex-wives and just one of Bill's many friends. Bill had many friends with whom he was much closer than Mary, including his best friend Dave Carroll.

7. Bill and I discussed the future, including spending the rest of our lives together. Bill was close to his family, particularly his son Conrad. Bill discussed with me his life insurance policy, which he indicated was significant. He faithfully paid the premium every month. It was Bill's desire and intent that, in the event of his passing, the proceeds from his life insurance policy would go to his family, particularly for the benefit of his son Conrad.

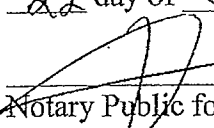
8. The bulk of Bill's estate is the proceeds of his life insurance policy. Bill would never have "disinherited" his son Conrad for the benefit of Mary. Bill would roll over in his grave if he knew that Mary was trying to take these benefits away from his family.

9. From comments Bill made to me over the years it is clear that it was Bill's belief that he had totally and completely severed all financial ties with Mary and that she would have no claim to anything of his, including his life insurance policy.

Further the affiant sayeth naught.


Martha Hatfield

SWORN to before me this
22 day of June, 2018


Notary Public for South Carolina

My Commission Expires: 2-23-2021

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

VS.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

AFFIDAVIT OF
DAVID W. CARROLL

Personally appeared before me David W. Carroll who, being duly sworn, deposes and states as follows:

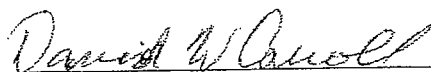
1. I am over eighteen years of age and competent to give this affidavit. All matters stated herein, unless expressly noted otherwise, are based upon my direct personal knowledge.
2. I was a friend of William Carl Meier (hereinafter "Bill") for many years.
3. On or about December 26, 2017 Bill died suddenly and unexpectedly. On that date, Bill and I were playing golf together at Lady's Island Country Club in Beaufort County, South Carolina. Prior to teeing off on the sixth hole, Bill told me that he was not feeling very well and would probably have to call it quits after nine holes. This was the first indication that there was anything wrong. Up until that time, Bill appeared to me to be hail, hardy and in good general health. We both teed off, moved down the fairway and we both took out second shots. Shortly thereafter, I noticed that Bill had collapsed and was unresponsive. He passed away a few moments later.

4. Bill's unexpected passing came as a shock to everyone who knew him, as he appeared to be in good health, with many years ahead of him. Bill was making plans for the future. He had discussed with me buying jewelry and a ring for his longtime girlfriend, Martha Hatfield, after the holidays. He was looking forward to continuing and deepening his relationship with her.

5. Although we did not get into specifics, prior to his passing Bill had discussed with me his desire and intent that, when he eventually did pass, "everything" go to his son, Conrad.

6. Over the years, I had met one of Bill's ex-wives, Mary Burnsed. Bill had maintained a friendly and cordial relationship with Ms. Burnsed. This was simply Bill's nature. Although Ms. Burnsed was a friend of Bill's, she was just one of his many friends. Bill had other friends, as well as family, with whom he was close. Bill would never have left the bulk of his Estate to Ms. Burnsed to the exclusion of his family. Ever since I've known him, Bill considered himself and Ms. Burnsed to be financially independent of each other, with no financial ties between them.

Further the affiant sayeth naught.


David W. Carroll

SWORN to before me this
22 day of June, 2018


Notary Public for South Carolina
My Commission Expires: 7/28/19

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

vs.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

) AFFIDAVIT OF MARY J. BURNSED

PERSONALLY APPEARED before me, Mary J. Burnsed, who being duly sworn
deposes and states the following:

1. William (Bill) Meier and I divorced in 2002 and remained in a very close relationship and were there for each other all the years until Bill's death in 2017. Bill would stay at my house and I would stay at Bill's as we helped each other with home projects and simply enjoying time together.
2. Holidays were spent together. Bill also remained close with my family that lived in Beaufort. Bill frequently reminded I was beneficiary on his life insurance.
3. My term position in Beaufort, SC expired in 2001 and jobs were scarce in Beaufort. I desired to continue employment with the federal government and accepted a position in Chicago, IL in 2004. Bill and I discussed the move to great extent during the decision making. Bill helped me purge household items and the heavy lifting.
4. The Chicago move came up quick and it was decided to rent an apartment in Chicago until I knew the Chicago area better and desirable housing was available. A Penske

truck with car hauler was rented and packed with enough household goods for a few months. Bill and I, with my two children, loaded up and drove to Chicago. Bill stayed in Chicago a few days to help unpack and set up the apartment. I flew Bill back to Beaufort, SC.

5. My house in Beaufort was left intact. Bill watched over the house and supervised some work and clean-up. Bill oversaw the packing of my household goods, all four days' worth. The moving company underestimated this one! Bill took my gardening tools to his house for later delivery.
6. I purchased a house in 2004 in a Chicago suburb. Bill was anxious to visit and decided to drive to Chicago and bring the gardening tools now that I had a lawn to maintain. Since Bill was driving, we came up with idea to invite my Mother, Venita, to visit and see the new "old" house. The delivery of household goods did not go as planned and upon their arrival they walked into a mess of boxes everywhere, stacked to the ceiling in places. I invited my new Chicago friends and helpers to a "Lowcountry Boil" to meet Bill, Venita, and children. It was a lovely time and the Chicagoans loved the "Lowcountry Boil" followed by homemade banana pudding.
7. Bill came to Chicago for Thanksgiving 2004. I had a new Shetland Sheepdog puppy fondly named Gator by her son, a Florida Gator fan. Unbeknownst to each other, Gator was fed too much turkey and made a mess the entire day. One by one, we admitted, "well, I gave Gator some turkey", "oh, I gave him some turkey too", and finally my son said, "I gave him a lot". We laughed so hard at cleaning up puppy poop! Another memory we laughed about for years to come.
8. Bill and I shared countless hours of telephone conversations.
9. Bill flew to visit me in Chicago in July 2005. We had a grand time. We sat on the roof and watched the nearby fireworks. Our love was timeless and endless. When it was time for bed, Gator would curl up in Bill's suitcase on the bedroom floor.

10. I visited Beaufort in the fall 2005, first time since moving from SC. When I opened my suitcase in Bill's bedroom a dog bone was found. Gator had placed his bone in her suitcase. Bill said, I'll give it to my dog, to which I replied, "No, I better take it back to Gator, seems he wanted to come on the trip too!" Bill always had an extra vehicle and I could visit family and friends while there. Bill jokingly loaded up on toilet paper prior to my arrivals, became a joke between us, as well as family.
11. Soon afterward Bill started dating a woman named Tina and I started dating a man named David. Bill and I continued the frequent and long telephone conversations, talking about everything from children, work, houses, boyfriend and girlfriend relationships, the weather, nothing was off limits as we valued each other's opinions and advice and very much enjoyed talking to each other.
12. I visited Beaufort summer 2006 to attend son's graduation and remove the last remaining goods from the Beaufort home. Another drive from Beaufort to Chicago with a Penske truck, no car hauler this time. This time packed up two coolers of wild caught SC shrimp. The Beaufort property was sold in 2006, farewell to so many memories.
13. Bill visited me in Chicago for Thanksgiving 2006. This time I had a newer car and my son, with a driving permit, behind the wheel. The drive from the airport from crazy. My son was driving slow and the turkey was in the oven. Bill kept saying, relax, he's driving fine. I kept saying, hurry, the turkey is in the oven. All was fine and nobody gave Gator, a dog now, too much turkey!
14. Bill and I proudly share a German lineage and Lutheran faith. I found a nearby, delightful, German restaurant in the Chicago suburbs and couldn't wait to share with Bill. The food, music, and dance was wonderful. Wolfgang, the chef had turned me on to the German beer Weiherstephaner, the world's oldest brewery and Bill loved it. It became their favorite beer treat and another fond memory.
15. Bill and I shared many trips together and a favorite was snow skiing. Bill insisted on spending my big "50" upcoming birthday together. They decided on meeting and snow skiing Snowshoe New Year's Eve and Day 2006/2007. Bill drove to Charlotte, NC airport

to where I had flown from Chicago. They drove onward to Snowshoe ski resort in West Virginia and shared days of skiing, dining, and enjoying the time together. Brought back memories of the times they had taken the children to learn how to snow ski and the annual snow ski trips to follow. Oh how the children loved to ski, or snow board, or tube. It was fellowship and fun for all. Post 2007 trip to Snowshoe Ski Resort, Bill back in SC and me in Chicago.

16. I befriended a Chicago coworker named Faye. Faye attended the "Lowcountry Boil" of 2004 in Chicago suburbs and knew much of Bill and my relationship. Through the years Faye heard many stories of SC and was intrigued. Faye decided she must visit SC and encouraged me to take her with on a visit to SC. I had talked much about Faye to Bill and family in SC.
17. An upcoming trip to SC was scheduled for my Mother's 75th birthday and Faye was on board. It was April 2007 and snow was on the ground in Chicago. Sandals and snow are not the norm, but southbound they were-nonstop to Savannah, GA in the spring. Bill was waiting in the airport arrivals with two roses in hand, one for me and one for Faye. Such a gentleman. Arrived with luggage in tow to Bills' carriage to SC. The birthday party for Venita was another Lowcountry Boil and of course birthday cake. It was decided at the birthday party all would get together again at Bill's house for shrimp gumbo. Faye and I visited the Hunting Island lighthouse for a breathtaking view of the Atlantic Ocean. Driving from the beach back to Bill's house we stopped at Dempsey Farms to pick strawberries for the evening's desert, we were all going to Mary's son's house for BBQ shrimp and strawberry shortcake. Bill, Faye, and I had a delightful time, but it was time to head back to Chicago.
18. I visited Beaufort in June 2008 for her son's graduation. As soon as I arrived at Bill's, her son and nephew came over. The next day a friend of mine, from upstate came with her son and stayed with Bill and me. Yes, there was more shrimp.
19. I returned to Beaufort for Christmas 2008. Bill was so excited he put up a Christmas tree for my stay. Bill and I attended an oyster roast hosted by my sons.

20. My younger son was leaving in January 2009 for the US Army basic training in Ft. Knox, KY. Bill was not able to attend the graduation at Ft Knox in March 2009, so I told him all about it and shared pictures.
21. I hosted my mother and sons in Chicago for Christmas 2011; unfortunately Bill was unable to make the trip. It was the after this visit I became ill and slowly recovered.
22. I began instructing a course in 2012 for the US Army Corps of Engineers which included much travel, not leaving time for personal travel.
23. Bill began dating a woman named Mary in approximately 2013 which presented some confusion. Through the years Bill's friends heard much about the "Mary in Chicago". When his friends met the other Mary they thought it was me. It became "The Mary" and the "other Mary".
24. I visited Beaufort in March 2013 to check on the welfare of my older son while he was enduring a hardship. I stayed at my son's house and visited Bill. (October Huntsville AL, July Louisville KY, Denver CO, June Huntsville AL, March Indianapolis IN, January Sacramento)
25. I visited Beaufort in 2014. I had instructed a course at University of Central Florida and scheduled flight with a stop in Charleston (shuttle to Beaufort). I attended an oyster roast with Bill on Ladys Island. The other Mary was at the oyster roast, Bill and the other Mary were no longer dating at this time. Guests were able to see there are two Marys. Bill told me he was dating Deb, a high school friend living in MA. Bill and Deb rekindled an old friendship. Deb was planning to relocate to Beaufort. Deb needed to arrange for her father to be able to make the move from MA to SC. Life was good. Bill and Deb visited back and forth between MA and SC. Deb had foot surgery and suffered complications from the surgery. Deb was having issues moving her father to SC.
26. I accepted a position in Guantanamo Bay, Cuba (GTMO) in 2015, after 12 Chicago winters, long commuter days, and too much house, it seemed a great fit and fix. I was not permitted to bring Gator, the Sheltie Dog, with. Bill really wanted to keep Gator

during my time in Cuba. I gave Bill plenty of opportunities for an "out" as four other persons wanted to care for Gator. Bill jokingly threatened me and finally convinced her that if he had Gator, I could get Gator back when I returned stateside. It was final, Bill would care for Gator while I went to work in Cuba. I drove my personal vehicle to SC and FL, arrived in SC May 2015 and delivered Gator with all his goods and gear. I proceeded to FL to barge the auto and fly to Cuba, arriving mid May 2015.

27. I phoned Bill in July 2015 and received devastating news. Deb passed away in MA. Such a mystery. Bill was confused and devastated. I could not leave Cuba during the first six months and Bill had no passport. The death was determined to be suicide; how, why, it did not make sense?

28. I flew to Jacksonville, FL (only flight from GTMO) November 2015. Bill drove to Florida and picked me up from the old Cecil Field tarmac. I had to see for myself how dear Bill was really doing. It was a welcome visit. I helped Bill go through Deb's personal items at his house and donate to charity. It brought Bill much solace and comfort. It was Thanksgiving, but Bill went to the Car Club's friends and I went to my families. I canned cranberry preserves and reminded both of the days we did much canning together. They didn't know it then, but I would not be able to return stateside until August 2016.

29. Bill told me he had been dating Martha since May 2016. I knew Martha for many years and was delighted for both of them. I quickly asked Bill how Martha's (adult) son had died. Tragically, another suicide. No! Such despair. Martha spent much time at Bill's house and Gator felt her grief and became, like a support dog for her.

30. Rather than return to Chicago, IL I accepted a position in Wilmington, NC and arrived August 31, 2016. I had to fly directly to Wilmington in accordance with travel orders. The auto arrived in FL October 2016. I flew from Wilmington, NC to Jacksonville FL to pick up auto and planned to arrive in SC a few hours later. The auto broke down 15 minutes from the port. Six hours later, I arrived in Beaufort. The plan was to spend days in Beaufort, but Hurricane Matthew was approaching and I decided to head northbound to Wilmington, NC (not the best evacuation locale) and decide if and where

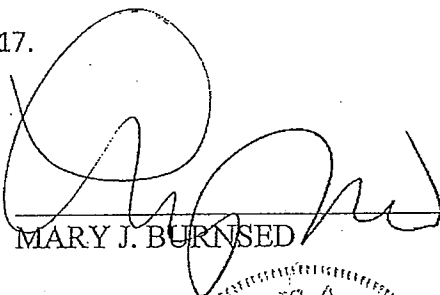
to evacuate from there. I was living in a hotel since returning stateside and it was decided to leave Gator at Bill's while Martha was grieving so and I could find more permanent housing.

31. I moved in a condo in December 2016. Gator was a bit of fixture with Martha and Bill and the decision to bring him to Wilmington was delayed.

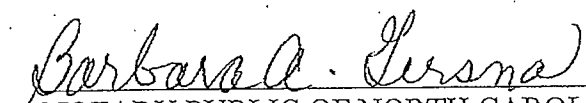
32. I visited Beaufort in May 2017 and saw Bill, Martha, and Gator.

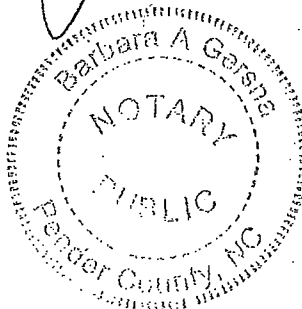
33. I planned the next Beaufort visit for Thanksgiving 2017, but Bill had planned to attend his high school reunion in CT. I jokingly tried to talk him out of the CT trip so they could visit.

34. Bill died suddenly December 26, 2017.


MARY J. BURNSED

SWORN to before me this
31 day of May, 2018


NOTARY PUBLIC OF NORTH CAROLINA
My Commission Expires: 1/1/2023



STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

**RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,**

Plaintiff,

VS.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

AFFIDAVIT OF MARY J. BURNSED

PERSONALLY APPEARED before me, Mary J. Burnsed, who being duly sworn deposes and states the following:

As evidence of my ongoing relationship with Bill Meier, attached hereto as Exhibit "A" and made a part hereof by reference are true and correct copies of text messages between Bill and I from May 2017 through December 2017, consisting of 35 pages. I did not text prior to March 2017. Also attached hereto as Exhibit "B" are emails between Bill and I from May 2015 through September 2017, consisting of 90 pages.

MARY J. BURNS

SWORN to before me this
3rd day of July, 2018,

NOTARY PUBLIC OF SOUTH CAROLINA
My Commission Expires: 4-1-2016

000140

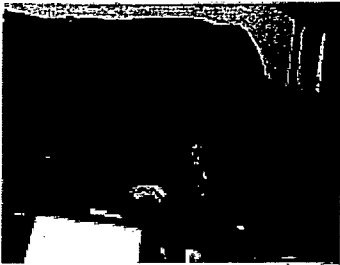
EXHIBIT “A”

000141

Bill Meier



May 3, 2017



Gator tonight

11:05 PM

May 11, 2017

No you wont lol

8:21 PM

You Bft people rag me about tp, Mom, Tre', Kim, and YOU. It's a Bft thing, yes? I'll visit market and bring a 12-pack with. 🍷

8:41 PM

Didnt rag you knew you were going to ask so i got plenty

8:43 PM

Have about half a case bud light

8:45 PM

I'll only move in for approx 18 hrs and sleep 10 of those.

8:45 PM

Thats fine

8:45 PM

Enter message

000142





8:45 PM and sleep to of those.

Thats fine

8:45 PM

Do look most forward to talking and visiting with you. Bud light is nasty, perhaps not as nasty as Gator may be. May have to bring him with.

8:47 PM

Nope he is getting groomed and vet next week

8:48 PM

Can NOT have Gator at Tre's house; those rag-a-muffins freaked him out 2 yrs ago.

8:50 PM

He is fine just due for his grooming and check ups

8:51 PM

Think we've been through more issues than we did "together" at this point. Who knew?

9:01 PM

Its all good

9:01 PM

Enter message

000143



Bill Meier



its all good

9:01 PM

You remained in place and endured much, e by 12 winters in Chicago. You see, it doesn't matter where you are; it is who you are 😊.

9:06 PM

Thank you

9:08 PM

I'm experiencing persons with inner "demons" whereby (they believe) relocating will alleviate; to which sadly advise, "they're in your head". Supplement with "change is good, change is HARD". You take your demons with you, only if you choose not to eradicate them prior. It is enlightening to have power; it is within all of us. I've used it, pursuant to many, recent experiences to keep myself going and alive. Yes, been some dark places.

9:24 PM

Enter message

000144





Im sure they were very dark

9:27 PM

9:30 PM

No

May 12, 2017

Very sorry I'm not going to make trip today. Tired, not feeling well, and not packed. Going to rest today, pack later and try in the morning. I am sorry, was looking forward to visiting.

12:05 PM

Its ok see you when your able

12:14 PM

You feeling better?

7:20 PM

I'm not! Did rest and take a nap 😊
Thinking of calling Tre and cancelling, really need to visit Mom, so likely push myself to travel.
Maybe tmrw will be better.

7:42 PM

I hope so worry about you

7:44 PM

Enter message

000145





7:44 PM

May 14, 2017

Happy Mothers Day

1:05 PM

Ah thanks. Will call later. Going to meet Mom & Aunt Elaine.

1:15 PM

Glad you made it here

1:16 PM

Busy? Wanted to stop by for a brief visit.

5:31 PM

Im home come on over

5:31 PM

5:32 PM

Ok

May 15, 2017

Grilling burgers i bought for you

7:15 PM

Yum. Tre & Kim gave me a Weber gas grill for Mother's Day. It's adorable, small, just right. Need to get a table or stand for it.

9:03 PM

Shit should have said something

Enter message

000146



Bill Meier



May 15, 2017

Grilling burgers i bought for you

7:15 PM

Yum. Tre & Kim gave me a Weber gas grill for Mother's Day. It's adorable, small, just right. Need to get a table or stand for it.

9:03 PM

Shit should have said something could have given you one

9:07 PM

Table?

9:13 PM

They gifted the grill after our

9:14 PM

...after I saw you, who knew?

9:15 PM

Ok yes could have given you a fold up table

9:17 PM

Small about 18x24

9:18 PM

May still have the opportunity. Bft for Thanksgiving, if not before. Oh, you won't be there 🙄

Enter message

000147





7:10 PM

May still have the opportunity. Bft
for Thanksgiving, if not before. Oh,
you won't be there 🤔

9:26 PM

I wont be here for thanksgiving as
of today but if im not Martha will
be here taking care of the pups

9:39 PM

If you come you can stay here
especially if im gone

9:41 PM

Ok, I'll have something by then,
likely...

9:42 PM

Just saying if im gone you can stay
here

9:43 PM

May 18, 2017

Got the Weber grill cart delivered
today. Need to assemble. Tre' said
the grill goes on the box; even I
know better, lol. Gator groomed?

8:16 PM

Yes aator aroomed. You putting

Enter message

000148



Bill Meier



You will be fine tab A into slot B

8:42 PM

9:19 PM What

Jun 18, 2017

10:56 AM

Happy 30th Father's Day to you.
Doing well? How's Gator? I remain
stressed at work and lazy at home.

Thank you. Im doing well working
on a dock repair. Gator is doing
well very hot here so he is inside
sleeping most of the time.

10:58 AM

Jun 29, 2017

7:22 PM

Mom is selling 1994 Honda Accord
LX, 31K miles. Know a buyer?

Not offhand you know how much?

7:23 PM

9:03 PM

Told kbb \$

William or Tre helping her

9:04 PM

Enter message

000149



Bill Meier



9:04 PM

Thinking of you often and
wondering how you are. I'm a mess

Im ok just finished a dock rebuild

9:05 PM

Jul 16, 2017

9:12 PM

Tossed the skis and boots today;
bit sad, but good to get rid items!
Been thinking about Gator a lot
today, is he ok?

He is fine sleeping on floor under
ceiling fan

9:14 PM

9:16 PM

How are you and Martha, June and
July might a tough pill?

We are doing well she got a job
back in real estate later this month
will be rough but will get through it

9:17 PM

9:22 PM

Sending good vibes

Thank you

9:24 PM

000150

Enter message





9:24 PM

Jul 18, 2017

Went by your moms kitchen leak is flashing. Leak at wood stove is rotten roof deck. Will go monday to fix

1:18 PM

You're the best 🍪. Did she call you?

1:19 PM

Yes yesterday when it was raining

1:20 PM

Jul 25, 2017

Hey got one leak repaired today next one needs a full day of no rain. You know i cant do it for free not sure what to charge any ideas?

6:39 PM

Hmm, don't know your rates. Charge what you typically charge. You came, did good work, and Mom trusts you, means a lot. Not much help am I?

9:21 PM

Enter message

000151



Bill Meier



Jul 25, 2017

Hey got one leak repaired today
next one needs a full day of no
rain. You know i cant do it for free
not sure what to charge any ideas?

6:39 PM

Hmm, don't know your rates.
Charge what you typically charge.
You came, did good work, and
Mom trusts you, means a lot. Not
much help am I?

9:21 PM

Not at all i know she is ok \$ wise. I
was thinking family discount and
no profit and overhead

9:25 PM

and how much is that?

9:38 PM

Normal is \$50 an hour family is
\$35/hr profit and overhead 25% on
materials. Only charge when on job
no travel time

9:42 PM

Enter message

000152





Bill Meier



Normal is \$50 an hour family is
\$35/hr profit and overhead 25% on
materials. Only charge when on job
no travel time

9:42 PM

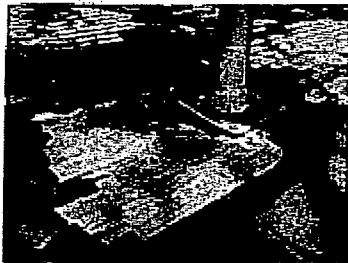
Good deal, for Mom. I appreciate
you helping her!

9:54 PM

She is still family to me

9:55 PM

Jul 31, 2017



Your moms roof

8:40 PM

That's a hole

8:51 PM

Yes it is about an hour to finish
tomorrow

8:54 PM

Very



9:00 PM

Enter message

000153





9:00 PM Very 

Wont leak anymore

9:01 PM

9:02 PM Cuz u r the best

I try

9:14 PM

Aug 1, 2017



Roof done

11:43 AM

11:50 AM BRAVO. Is the chimney history?

No we will work on it when its cooler

11:51 AM

11:52 AM Do I owe you \$?

No doing up a bill for your mom will give it to her Thursday

11:53 AM

Enter message

000154



Bill Meier



Roof done

11:43 AM

11:50 AM

BRAVO. Is the chimney history?

No we will work on it when its cooler

11:51 AM

11:52 AM

Do I owe you \$?

No doing up a bill for your mom will give it to her Thursday

11:53 AM

Your moms bill is \$437 normal bill \$678 that sound ok

9:01 PM

10:04 PM

Yes indeed.

Just checking with you since you understand

10:05 PM

10:11 PM

She'll be delighted

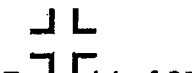
Good

10:12 PM

Aug 2, 2017

Enter message

000155





Your moms bill is \$437 normal bill
\$678 that sound ok

9:01 PM

Yes indeed.

10:04 PM

Just checking with you since you
understand

10:05 PM

She'll be delighted

10:11 PM

Good

10:12 PM

Aug 2, 2017

Thank you for the birthday card
and check will get gator some
treats

6:02 PM

You're most welcome. Treat
yourself too.

7:04 PM

I will

7:05 PM

Been looking for spare car & house
keys. Found tnite, still in suitcase.
Looking for lost/misplaced items

Enter message

000156





Bill Meier



I will

7:05 PM

Been looking for spare car & house keys. Found tnite, still in suitcase. Looking for lost/misplaced items drives me nuts.

7:53 PM

Lol

7:56 PM

Aug 3, 2017

Your mom was very surprised thought it would be much more. Actually a little upset i gave her discount.

5:21 PM

No, you're not upset about the discount, silly. The chimney remains. I told her nothing of the cost, that's between you two.

5:53 PM

Leaving office soon. Spend too much time here

5:54 PM

She Upset about discount not me

5:54 PM

Enter message

000157





discount.

5:21 PM

5:53 PM No, you're not upset about the discount, silly. The chimney remains. I told her nothing of the cost, that's between you two.

5:54 PM Leaving office soon. Spend too much time here

She Upset about discount not me

5:54 PM

5:55 PM Oh shit, my bad.

Aug 4, 2017

8:24 AM Happy 🎉 to you celebrate another year xoxo

Thank you rainy day here

8:35 AM

9:36 AM It's ok, still your burtday and Mom's roof isn't leaking (gushing)

Aug 13, 2017

Plan a visit to Beau Labor Day, Sat-

Enter message

000158





Aug 13, 2017

Plan a visit to Beau Labor Day, Sat-
Mon.

11:00 AM

Ok

11:01 AM

Mom was so happy with the roof
repairs 🍷

11:01 AM

Im glad

11:51 AM

Aug 21, 2017

Doing eclipse from the sandbar

2:35 PM

Cool, sounds like a good day for
sure. Protect your eyes!

2:37 PM

Welding helmet lol

2:37 PM

Shame its mostly cloudy but no
rain

2:38 PM

I'm off this week. Work 4, then off
another 5 days. Another version of

Enter message

000159





I'm off this week. Work 4, then off another 5 days. Another version of eclipse, hmm.

2:38 PM

Must be nice

2:39 PM

It is! Visiting Emerald Isle NC with Chicago friend.

2:41 PM

Aug 29, 2017

Cancelling Labor Day visit to Beaufort.

12:47 PM

Ok

1:13 PM

Aug 30, 2017

Is everything alright?

7:02 PM

Ah thanks. Had a real vaca last week. Not up for traveling again. Will work and enjoy a 3 day wknd at home. So much for burning use or lose leave. Have a 5 day coming up Oct 5th, and long T-day. Plan is

Enter message

000160





Bill Meier |



Ah thanks. Had a real vaca last week. Not up for traveling again. Will work and enjoy a 3 day wknd at home. So much for burning use or lose leave. Have a 5 day coming up Oct 5th, and long T-day. Plan is to be in Beau T-day. Graham went to Tampa today to look at homes. How are you?

7:14 PM

7:15 PM

BTW, Left GTMO 1 yr ago today!

I'm doing well sorry to say i will be in CT for T-day

7:55 PM

8:32 PM

No

Yes

8:32 PM

8:34 PM

I said no first, lol

Will be my trip to see mom and 50th class reunion. Didnt go last year because of hurricane

Enter message

000161





Will be my trip to see mom and
50th class reunion. Didn't go last
year because of hurricane

8:36 PM

8:38 PM CT had a hurricane? 50 yrs, wow,
congrats on making it, not all have.

Because of our hurricane

8:39 PM

Sorry it's the 40th lol

8:39 PM

8:40 PM I know CT didn't have a hurricane,
heck, not impossible.

Aug 31, 2017

Stayed home, sick today, watching
more bad news. 83% of Houstonians
don't have insurance for homes.
No sympathy on my part, can't help
stupid. I resent paying insurance
and taxes for it to be given to those
that don't pay either, or minimal
taxes. It isn't right. Also WTF,
evacuate! Those that didn't

Enter message

000162





and taxes for it to be given to those that don't pay either, or minimal taxes. It isn't right. Also WTF, evacuate! Those that didn't evacuate with children must be prosecuted for child endangerment, idiots.

5:53 PM

Sep 1, 2017



Gator after grooming

7:40 PM

How cute! Sure trimmed a lot of fur. Bet he feels good and scratch an itch. Thank you for sharing 🧡

8:14 PM

Just wanted you to know he is taken care of although this was special for your visit

Enter message

000163



Bill Meier



8:14 PM an itch. Thank you for sharing

Just wanted you to know he is taken care of although this was special for your visit

8:16 PM

Oh no sorry. Actually I've been home sick yesterday and today. Feeling much better tonight. Able to sleep last night, woke 8am, took a 2 hr nap today. Who wouldn't feel better?

8:21 PM

Sep 6, 2017

Preparing for another one dammit

3:25 PM

Keep your plans for the class reunion regardless. Prepping here also. Stations running out of fuel, prices up too.

3:54 PM

Same here with fuel

3:55 PM

Sep 11, 2017

Driving windy, heavy rain but we

Enter message

000164





3:55 PM

Sep 11, 2017

Fyi very windy heavy rain but we
are safe no damage so far

11:34 AM

1:35 PM Tx

Sep 12, 2017

The 9 houses i watch all came
through with no damage or
flooding even the one with a dock
had no damage i am blessed

9:36 PM

Blessed? Not as if the hurricane hit
there.

9:46 PM

It was worse than predicted we
had all incoming winds from ocean

9:47 PM

Sep 15, 2017

Sent you an email

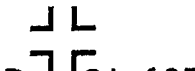
1:12 PM

Sep 17, 2017

Drained his cyst today looking
better.

Enter message

000165





Sep 17, 2017

Drained his cyst today looking better

5:07 PM

5:22 PM Was the cyst removed by the vet?

Drained all the crap out she said watch it if swelled drain again should heal itself if not he will have laser surgery to remove all the tissue. Martha has one

5:36 PM

that was drained three times and is fine now so will be vigilant looking after it

5:36 PM

Sep 23, 2017

Not sure of your trip at Thanksgiving but you are more than welcome to stay here for your sanity if you want.

8:18 PM

Ok, likely stay with Tre' & Kim.

Enter message

000166





Ok, likely stay with Tre' & Kim.

8:22 PM How's Gator?

Gator is good. Just saying house will be empty for you to have privacy

8:23 PM

Good news: Graham is leaving Walter Reed MMH tomorrow. Moving to Tampa FL, start college winter semester. Tre' & Kim expecting baby mid April. May relocate to Jacksonville FL after all.

8:27 PM

Wow great news

8:28 PM

By the way gator and my will be here when im gone

8:29 PM

Home alone?

8:30 PM

They will have people coming in to take care of them. Better at home than a vet

Enter message

000167





8:31 PM

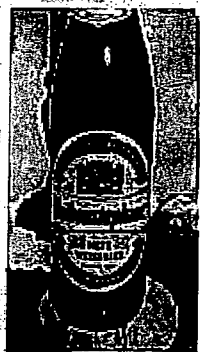
I'm watching 1996 Disney dvd, all the boys have "goofy teeth", Graham missing the front and center. You're looking gorgeous. Wow, 21 yrs ago.

8:32 PM

All memory's are in my mind gorgeous

8:34 PM

Sep 29, 2017



Remember this? Found in Wilmington at World Market. Julie, Chicago friend, is calling this weekend. She speaks German, has family there. We're having a drink



7:12 PM

Enter message

000168





7:12 PM

Good for you and yes i remember
that night.

7:42 PM

Oct 16, 2017

Talked to your mom will look at in
next couple of days

7:48 PM

Nice, thank you! She's terribly upset
at giving Tony (Phyl's boyfriend)
\$380 and left her with a mess.
Sorry to involve you, but she needs
it fixed. Again, thank you!

7:58 PM

Not a problem she called when we
were talking i will take care of her.

8:02 PM

Oct 23, 2017

Have you read Tom Clancy's "Every
Man a Tiger"?

11:09 AM

I dont think so

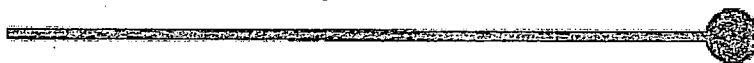
7:03 PM

Came across hard cover, I'll send it
to you

Enter message

000169





Came across hard cover, I'll send it
to you.

7:04 PM

Thank you

7:05 PM

Oct 26, 2017

Tlkd mom tnite. Window is new -
gtk. Missing Gator, how is he?
Book is riding in my rebellious
auto. My car has been so cruel it
ran into another car with me in it,
after all these years together and
the lands we've traveled - traitor. It
warned me the day prior by not
starting, that would be a Monday
morn. Today it beat up a gallon of
water in the trunk and well, the
trunk is quite wet. I fear for Friday
but mandatory I be in office.
Driving home tonight was a
mystery. Home safe and received
new house robe, love it.

8:10 PM

Enter message

000170





8:10 PM New House 1000, love it.

Gator is fine. Glad your ok hope
not too much damage to car.

8:35 PM

8:37 PM

Never stated I was ok.

Sorry i assumed since you were
safe

8:38 PM

Oct 31, 2017

Trick or Treat. Book is at your PO
Box.

7:45 PM

Got it this morning forgot to text
you.

8:09 PM

Nov 16, 2017

How's Gator? Tre' having a boy, well
Kim shall do the birthing. Earl IV.
Sorry to miss you & Mart during
Thanksgiving visit. Discussions
began regarding my return to
Chicago. Brrr, but how I miss the
energy & Chicago friends. Travel

Enter message

000171





Thanksgiving visit. Discussions began regarding my return to Chicago. Brrr, but how I miss the energy & Chicago friends. Travel safe and rock the ride in the chevy. You desired the cruise @ 50, do it! Love & safe travels.

10:36 PM

Gator is fine trip will ok going in truck had problems with chevelle

10:40 PM

NO truck! Victor Geco died, how tragic for Tracey? They lost infant son and now this. Much going on, perhaps talk later.

10:51 PM

We can talk saturday have a function tomorrow night. Yes truck chevelle done but no test drives

10:53 PM

Cranberry Palooza Saturday, want to come?

10:56 PM

No have to pack leaving sunday

10:57 PM

Enter message

000172



Bill Meier



no have to pack leaving Sunday

10:57 PM

Hmm, FYI, negotiating return to
Chicago.

11:03 PM

Got that know you enjoyed being
there other than the cold.
Goodnight long day tomorrow for
me

11:07 PM

Nov 23, 2017

Hope you had a good day today

5:53 PM

Very much so, great visit with
family. Chilly and rained all day.
How's it in CT?

6:59 PM

Freezing my ass off lol. Having a
good time cant wait to get home

7:14 PM

Dec 6, 2017

December plans?

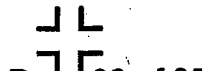
8:32 PM

Thinking about taking Martha to
Texas to see her mom jury still out

8:33 PM

Enter message

000173



Bill Meier



8:41 PM

Oh

8:42 PM

Tre' and the aquarium ecosystem
with all its testing , timing, lights,
etc...

8:42 PM

Got it

8:43 PM

8:44 PM

About time Sir

8:45 PM

I really need Chicago

Sorry mind on other things. Mom
went to rehab place today. No
news on Marthas ex still missing.

8:45 PM

New phone Monday iphone 7 and
found out today need new ipad one
i have cant deal with new security

8:47 PM

8:48 PM

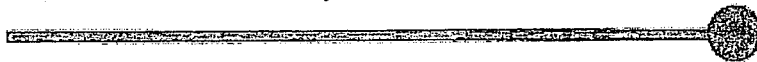
Options

Buy a new one this one is 6 years
old and updated as far as it can be

Enter message

000174





Buy a new one this one is 6 years
old and updated as far as it can be

8:50 PM

8:50 PM

You chose to own these options,

When shit starts crashing need ti
take care of

8:51 PM

Your friend, the devil's advocate.
Proactive vs reactive, remember
me...

8:53 PM

Cut losses

8:54 PM

Can never forget you 🤖

8:54 PM

8:55 PM

WTF does that imoji infer?

What do you think it means

8:57 PM

Dec 25, 2017

9:32 PM

Merry Christmas 🎄

Dec 26, 2017

Mary, It's Conrad please call me on
my dad's phone

Enter message

000175





old and updated as far as it can be 8:50 PM

8:50 PM You chose to own these options,

When shit starts crashing need ti
take care of 8:51 PM

8:53 PM Your friend, the devil's advocate.
Proactive vs reactive, remember
me...

8:54 PM Cut losses

Can never forget you 🤔 8:54 PM

8:55 PM WTF does that imoji infer?

What do you think it means 8:57 PM

Dec 25, 2017

9:32 PM Merry Christmas 🎄

Dec 26, 2017

Mary, It's Conrad please call me on
my dad's phone. 12:26 PM

Enter message

000176



Peggy Infinger

From: Burnsed, Mary J CIV USARMY CESAW (US) <Mary.J.Burnsed@usace.army.mil>
Sent: Friday, May 25, 2018 6:46 PM
To: paulinginger@embarqmail.com; Peggy Infinger
Cc: chitownmaryjane@gmail.com
Subject: Mary Burnsed-William Meier Messages
Attachments: Mary Burnsed-William Meier Text Messages May2017-Dec2017.pdf; Mary Burnsed-William Meier Email Messages May2015-Sept2017.pdf

Peggy/Paul,

Attached are two pdf files, one of text messages and the second email messages between Bill Meier and myself. I did not text prior to March 2017. Emails between Bill and I on my office email accounts no longer exist. The attached files are 35 and 90 pages respectively. I have a DVD and hard copy of both files.

Working on the voice mails and "history".

Mary J Burnsed
CADD Coordinator/ProjNet Administrator
Engineering, Construction, and Planning Division (ECP) U.S. Army Corps of Engineers - Wilmington District
69 Darlington Avenue
Wilmington, NC 28403-1398
Ph: 910-251-4543

000177

EXHIBIT "B"



Mary Burnsed <chitownmaryjane@gmail.com>

have I emailed you?

7 messages

Mary <chitownmaryjane@gmail.com>

Mon, May 18, 2015 at 6:14 PM

To: Bill Meier <yukonmeier@me.com>

Apt isn't ready and have to use the Liberty center to email, it is located in the complex I am staying. There is a wifi place where I have been eating Jamaican food, but doesn't do email well.

First day at work today. Ran around the base trying to obtain necessary signatures and obtain clearance to access computers so I can work. Things work very different here than in Chicago.

Meeting some very nice people. Hard adjusting to living in a suite with the noises and smells all hours. Most of the people are much younger than me. I hope to move in a week.

The car will be another few weeks, so I am a bit stuck, but food is in walking distance. Soon I will venture the bus system, with no air conditioning.

I hope Gator is being a good guest and adjusting to you and My nicely. I think of him all the time and expect to see him when I wake up.

It is quite hot and dry, the wind blows the coral sand and makes a mess, so you don't want to leave the car windows open. Many of the cars have ruined paint due to the extreme sun and heat.

It is so laid back and no commute, think I will love it when I finally acclimate and adjust. My shipments of personal property aren't here, but wouldn't want until I relocate to apt anyway.

Feel disconnected, so was happy to find this place to access internet!

Lovey ya, MaryB

william meier <yukonmeier@me.com>

Mon, May 18, 2015 at 6:26 PM

To: Mary <chitownmaryjane@gmail.com>

First i heard from you hope you settle in soon Gator is doing well afraid of My which is a hoot and barks at jets so been noisy but he is great

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Mon, May 18, 2015 at 6:36 PM

To: william meier <yukonmeier@me.com>

Sorry I didn't write sooner, but it hasn't been that long after all. Feels like it. Think Tre's dogs freaked Gator out, but he should be able to tell the difference. Perhaps it is simply not having his space and another dog there.

Barks at jets, OMG, how to fix that? He barks at thunder, can't imagine putting up with jets too. Does he follow you around? His favorite room is the kitchen. He only went upstairs at night when it time to go to bed.

Flight here was fantastic. Commercial flights could sure take notes from the military flight. The attendants were very friendly and served a meal for a two hour flight, amazing. It was a 737, and quite full.

The mechanical engineer is a Clemson Graduate, so we've started the rivalry already. He is from Charleston! People are very helpful and friendly; remember I came here from Chicago though!

000179

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Mon, May 18, 2015 at 7:36 PM

Yes he follows me everywhere even bathroom. When home he goes out with me wants in then howls till i let him out again he will adjust. Biggest problem is he lays on my feet when i sit down

Sent from my iPhone
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, May 19, 2015 at 3:31 PM

My must be wondering what the heck is going on too. Gator did love to follow me, especially the kitchen, I didn't allow him to follow in the downstairs bathroom so he would sit outside the door and wait. When I left the house he would bark as I locked the door followed by a howl; don't know how long he would howl as I would make my way to the train station. He didn't sit on my feet, but would often lie close. He liked a spot in the dining room and another beside a chair in the living room. Tomorrow will be one week.

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Tue, May 19, 2015 at 3:36 PM

He is doing really well adjusting here not sure about outside will hang for a bit then wants in so all is good. Getting used to the jets jumps up and runs but doesn't bark at them. Think the noise gets to him. He is eating well and sleeps next to my bed at night.

Sent from my iPad
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, May 19, 2015 at 3:50 PM

He typically goes outside to take care of business and wants back in immediately. If I was hanging outside, he would stay.

Check in process here is killing me, all over the place (at least it isn't large) and some items redundant; not the most efficient process...

That is what I am doing now on the computer, reminding the Jacksonville HRO items needed. Hey, this is new territory, at least I am not new to the military.

Internet, which is still DSL, is \$70/month, dam proud of it, aren't they?
[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000180



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

3 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Tue, May 19, 2015 at 5:54 PM

Gator chillin out. Jumped up in my lap and snuggled in

Sent from my iPhone



Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, May 19, 2015 at 7:12 PM

Oh, is he hurting much? I see all his toys across the room. Really, he doesn't get on the furniture. Does he sleep in his pillow (bed)? At night I would say, "go get on your pillow".

On Tue, May 19, 2015 at 5:54 PM, william meier <yukonmeier@me.com> wrote:

Gator chillin out. Jumped up in my lap and snuggled in

Sent from my iPhone

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Tue, May 19, 2015 at 7:17 PM

Not hurting at all little lost occasionally. Playing some bought him some rawhide bones which he takes everywhere. Sleeps on floor next to pillow stretched out lol. On furniture whenever I'm not in house watch him jump off couch when I work in back yard. He was fooling you.

Sent from my iPad

[Quoted text hidden]

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000181



Mary Burnsed <chitownmaryjane@gmail.com>

UV protectors for auto

4 messages

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Fri, May 22, 2015 at 3:56 PM

Hi Bill, coming up on a three day weekend. Maybe I will find my way to the beach, bought a pair of those cheap water shoes. There are many rocks, coral and sticker stuff in the water. Looking for products to protect the fabric top and paint on my car. Check out "303 fabric guard", or do have highly recommended product names?

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, May 22, 2015 at 4:16 PM

Any of the maquire products are very good. When you coming?

Sent from my iPad
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, May 22, 2015 at 6:03 PM

No, no, it is coming up on a three day weekend; I am not going anywhere for a while, silly!
[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, May 22, 2015 at 8:11 PM

I know you not coming back for a while 303 stuff looks good

Sent from my iPad

> On May 22, 2015, at 3:56 PM, Mary <chitownmaryjane@gmail.com> wrote:
>
[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000182



Mary Burnsed <chitownmaryjane@gmail.com>

Moved over the weekend

3 messages

Mary <chitownmaryjane@gmail.com>

Tue, May 26, 2015 at 7:39 PM

To: Bill Meier <yukonmeier@me.com>

Hi Bill and doggies!

Moved into apt over the weekend. Have a full and larger kitchen, small dining table, larger bathroom and a separate bedroom. The living room is full of furniture, deciding if I want to have some picked up; may not even be an option. Any way it is not on the water side, so I have to walk around via covered walkways, it is only about 25'. The marina is right there too, so it is a nice view and the breezes are better.

A Navy guy that arrived a couple of weeks before me helped me move on Sunday and I helped him move on Monday. We became "smoking" buddies. He seems to know everything about this base and has been a great resource for me. His husband stayed in Virginia. Met some more medical folks over the weekend too. I tell ya', people are so nice here (remember, I came from Chicago and the bar can be pretty low on nice people.

Did I tell you I have a contract on the Wheaton property? Believe the home inspection was scheduled for today. Haven't heard from Gary, so I don't think all the painting has been done. This shouldn't matter to the home inspector, but may have an influence on the appraiser, duh!

The contract is from the couple that viewed my home during and day after the estate sale. They were excluded from the real estate agent, so if this sale goes through, there will be no sales commission to the realtor. Actually the contract with the realtor has been canceled. I gave the couple a price lower than the listing price, the lowest I could possibly go. I am losing money on the property, so be it. At least by selling I won't have a mortgage payment and utilities that go with, oh and the lawn maintenance.

How is Gator doing? Any changes? Do you think he's figured I am not coming back? Is he playing with My, or still skidish? I hope he is not giving you any problems.

I don't have internet in my apt, so I have to go somewhere for access. Fiber optics may be available for official use in December. Letting things settle before I take on additional expenses, and of course, sell the house. Not certain exactly how much my pay is reduced. Guess I will find out pretty soon though.

Photos as they appear (on my screen anyway). Mango tree; Marine Corps Bldg across from my office bldg. (featured in the movie, "A Few Good Men" with Jack Nicholson, Tom Cruise, and Demi Moore, fave quote, "You can't handle the truth"; simply a pretty blossom on a tree; two views of the Caribbean Sea; view of the bay; view of the windmills and parched landscape.

Hope all is well. How is your Mother? Take care, Love Mary

 welcometomyworld.zip
11965K

william meier <yukonmeier@me.com>

Tue, May 26, 2015 at 7:47 PM

To: Mary <chitownmaryjane@gmail.com>

Glad about the contract on house one less thing to worry about.

Gator is doing well getting into a routine better with My took him out to Carl's and also to Dave's to meet his dogs Gator did very well and enjoyed the riding around.

Mom is out of hospital and in rehab seems to be doing better this time around. Was dehydrated and urinary tract infection so hopefully all is well now. Couldn't see pics will try again glad you've met some good people to help you. Love always Bill

Sent from my iPad

000183

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[Quoted text hidden]

<welcometomyworld.zip>

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Thu, May 28, 2015 at 12:05 PM

Buyers cancelled on Wheaton property
[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000184



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

2 messages

william meier <yukonmeier@me.com>

Mon, Jun 1, 2015 at 7:54 PM

To: "Chitownmaryjane@gmail.com" <Chitownmaryjane@gmail.com>

Got your message glad you moved in sorry about the house knew would have been a big relief. Gator is adjusting well barking less at jets and getting used to my routines lol ie home at different times etc. listens very well and we are starting to do adventures he does love to ride and is very good with people and other dogs. Have brushed him twice with no issues so all is good. You raised a great dog! Love you and hopefully we can chat soon. Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Tue, Jun 2, 2015 at 8:55 AM

To: william meier <yukonmeier@me.com>

Gator is a fantastic buddy and learned my ways. Really miss him, he is fun. I need to run down his tricks, commands, and names of toys. My trip to SC was cut off due to issues in Chicago. Had not time to do anything, except business, but that is what the trip was.

Toy Names

mousey,
 monkey,
 Sam (Uncle Sam, dk blue, long skinny),
 Zebra,
 muskrat, (brown goofy looking critter in a roped ring),
 squirrely,
 bear,
 pheasant (smaller duck),
 duck (larger duck),
 Santa,
 Bone (any bone he has, he knows it),
 Rawhide

He doesn't play much with the plastic type toys, mostly because they were in the bin and difficult to get. can't remember any more of them.

Commands

sit,
 lay,
 sit pretty,
 right paw,
 left paw,
 high five,
 dance,
 jump,
 sshh (index finger to your lips, saying ssh),
 speak, (point to him with index finger and say "speak")
 Go lay down (move from area and lay down),
 Get on the deck,
 Get in the house,
 Go outside,

Treat on muzzle, holding his chin slightly upward, point to treat on muzzle, tell him to stay, back up a step, say "good boy" and he will flip the treat upwards and catch in his mouth. If he misses, he is not allowed to have the treat. Should he miss three times in a row, stop the trick and try later.

000185

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Tell him to lay, place a treat on front paw, tell him to stay (he'll track you with his eyes if you move around the room), say "good boy" and he will eat the treat.

Tell him to lay, place a treat on the floor to the right front of his head, thumb up and index finger pointed at him, make a gun sound. He should roll over on his side and play dead. He'll stay down until you say "good boy" and he will eat the treat.

He will also catch a tossed treat or popcorn. Show him the treat, make a slight tossing gesture, then toss slightly upward, he'll catch it (depending on the throw). If he misses and you don't want him to have the treat say "No", retrieve the treat and toss again.

He loves cheese, popcorn, cheez-its, bones, and treats. Don't overdo these, he'll crap all over. He loves tissue and napkins and will find them where ever he can, eat most of it and leave a mess.

When he finishes "going outside" I tell him "good boy" and he gets excited, scampering about.

He likes to "wrestle" with your hands, he's pretty quick so be careful, I usually cover my hands.

Oh, he will jump up on new people. Have the "newby" tell him FIRMLY, "NO", and he will not ever jump up on them again.

He does not brush his own fur or teeth.

Later Gator, Love M

Let me if you find any unidentified toys and I'll give you a name.

[Quoted text hidden]



Mary Burnsed <chitownmaryjane@gmail.com>

Phone

2 messages

william meier <yukonmeier@me.com>

Fri, Jun 5, 2015 at 7:50 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Sorry played golf and turned ringer off. Was in shower when you called so didn't see it. Can I call you? In the evening or do you want to set up a time for phone calls. Been busy trying to fix boat motor so long evenings outside doing diagnosis. Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Fri, Jun 5, 2015 at 8:53 AM

To: william meier <yukonmeier@me.com>

When I telephone you, the caller id shows a 305 area code, that is not my tele number. Phoning me requires international calling and can be expensive. If you really need to, I understand using an international calling card is the better deal and get a big one; otherwise when the calling card gets low it will warn you when you have a couple minutes left, one minute left, then promptly disconnect the call. I've not used an international calling card and it has been decades since I used a calling card. Seems there is a flat fee for the call, then per minute.

I have free phone service, local calls only. The tele numbers are five digits. Signed up for long distance at a rate \$0.12 per minute, no flat fee per call. It can add up quick, so I seldom use it. You know how I can yack and run it up in a month! My home phone is: 011539977018, work phone: 01153995638. EST zone.

Haven't received pay since 14MAY2015 for pay period ending 02MAY2015. It takes a while to get it running consistent. Everything takes a while here - it is the damndest thing I've ever seen!!!

Received first shipment yesterday, so I was home putting away and repacking clothes.

Just got a call my auto may be available for pickup after lunch today. I need to go to security and prove ownership and insurance, get a temp plate, have it inspected and putt-putt back home. Think the highest speed limit is 35mph, around the hospital it is 10mph, you have to drive using the brakes.

Have a dr apt in a bit. Need to refill Rx's.

Tell Gator "good boy" for me. Love Mary

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000187



Mary Burnsed <chitownmaryjane@gmail.com>

Thinking of you

5 messages

Mary <chitownmaryjane@gmail.com>

Wed, Jul 29, 2015 at 10:39 AM

To: Bill Meier <yukonmeier@me.com>

You're heavy on my mind, wondering how you're doing today. The loss is so shocking and unfortunate. Stay strong and carry on. Be careful on that roof!

william meier <yukonmeier@me.com>

Wed, Jul 29, 2015 at 4:46 PM

To: Mary <chitownmaryjane@gmail.com>

Thank You i am ok trying to get details will fill you in when i know Love You Bill

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Thu, Jul 30, 2015 at 10:12 AM

To: william meier <yukonmeier@me.com>

What a legal mess. My friend in Chicago lost her boyfriend (or partner) in Nov 2013. He simply dropped dead at work. It was and remains a bit of a legal mess for her. She had to vacate the home they shared for 13 years and had no legal rights to see his body or anything. He did leave her a monthly stipend for a determined amount of years. The living children had no funeral, so she had a celebration of life for him in Dec 2013, which his children attended but did not help pay for.

I went through over a year of her grieving and hardship over his loss. Due to the "legal mess" she wasn't able to simply grieve, it took a lot from her.

Hope you don't mind, but I emailed Faye and she wants me to forward this to you, "I am sorry to hear about Bill's girlfriend. That is really sad! Please send my sympathy to Bill. Hope he is holding up ok."

Ah, our buddy Faye.

Faye got a grand surprise early this summer. She is expecting a baby on or around Valentine's Day. They went to great extremes to get pregnant a couple of years ago, and wa la, this one simply happened (well, you know). Today is her 12 week appt, so she will be announcing soon.

Let me know what you find out. I hope you are able to attend some type of service in her memory. Perhaps at minimum, you could have your own celebration of her life in Bft. She did after all know many of your friends.

Take care, love Mary

[Quoted text hidden]

william meier <yukonmeier@me.com>

Thu, Jul 30, 2015 at 8:30 PM

To: Mary <chitownmaryjane@gmail.com>

Lol I'm doing ok Wednesday was a little rough but today much better. Worked hard on roof all day and got more done than Carl thought I would so much for a wandering mind lol. Have a call from a Mass detective tried to return but gone by time I made it so will have to see what it's about tomorrow. Other than that all is well except for another working weekend so I can take off Tuesday for my birthday keeping my record of never working on it. Love You Bunches and appreciate the thoughts and concerns.

Love Bill

Sent from my iPad

000188

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

> On Jul 29, 2015, at 10:39 AM, Mary <chitownmaryjane@gmail.com> wrote:

>

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Fri, Jul 31, 2015 at 8:07 AM

To: william meier <yukonmeier@me.com>

A detective, hmmm; this could be anything. I have a feeling this is going to be quite the scandal; maybe you should write a book about this whole story. One day it will become a block buster movie. I wonder about her Pekingese too. Such a tragedy, so close to happiness.

This is a large void in your life and painfully heartbreaking. More simply put, it sucks.

Although I am familiar with the flight costs I checked for a dose of reality. Was tempted to come to SC. Hah, due to various restrictions and availability, first available would have been Aug 4th. It would cost a thousand plus dollars.

I recall a birthday of yours where you worked really hard and well. Maybe it was the St Augustine air? Well maybe this doesn't officially break your record of not working on your birthday, but it's a wonder something didn't break.

With that I'll close for this morning.

Love MaryB

[Quoted text hidden]

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000189



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Sun, Aug 2, 2015 at 8:04 PM

Pic of gator relaxing

Sent from my iPhone

 **photo.JPG**
2577K

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Aug 3, 2015 at 1:41 PM

Oh, he's so darn cute!

On Sun, Aug 2, 2015 at 8:04 PM, william meier <yukonmeier@me.com> wrote:
Pic of gator relaxing

Sent from my iPhone

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000190



Mary Burnsed <chitownmaryjane@gmail.com>

Birthday

2 messages

william meier <yukonmeier@me.com>

Tue, Aug 4, 2015 at 9:55 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Had a good day today Dave and I took the chevelle to Bluffton and went golf shopping I splurged and bought some new clubs. Then we did lunch came home relaxed went to car club meeting. It was awesome they recognized Debbie with moment of silence and can't express how it made me feel truly some wonderful people. Not my BEST bday but a good one. Love Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Wed, Aug 5, 2015 at 8:03 AM

To: william meier <yukonmeier@me.com>

Dam dude, not a new golf club, but a whole new set? Wow! You sure excited about your birthday.

It was respectable what the car club members did in memory of Debbie; indeed people who care about you.

Have a sore throat and strong cough since Sat night. Wish I would have sent my nice humidifier here. Silly me thinks if it is hot, it must be humid. Guess I will go to Amazon and order some type of humidifier and wait three weeks for it to get here (and that is with prime).

Bowled Monday night, thirteen weeks to go. Nice group. There are 12-14 teams. My wimpy self has sore muscles (front thigh). Pitiful!

[Quoted text hidden]

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000191



Mary Burnsed <chitownmaryjane@gmail.com>

Happy Birthday

2 messages

Mary <chitownmaryjane@gmail.com>

Tue, Aug 4, 2015 at 1:06 PM

To: Bill Meier <yukonmeier@me.com>

Today is also the 225th birthday of the US Coast Guard. The Galley served prime rib, lobster tail, and king crab, complete with birthday cake.

Happy birthday to you!

william meier <yukonmeier@me.com>

Tue, Aug 4, 2015 at 1:26 PM

To: Mary <chitownmaryjane@gmail.com>

Thank you good day so far

Sent from my iPad

[Quoted text hidden]

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000192



Mary Burnsed <chitownmaryjane@gmail.com>

Today

2 messages

william meier <yukonmeier@me.com>

Fri, Aug 14, 2015 at 11:17 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Thought id let you know today is debs service got the obit through internet. actually talked to her estranged daughter yesterday for 4 hours and actually gave her a little peace according to an aunt who contacted me still hard at times but getting better. Love You Bill

Sent from my iPhone

Mary <chitownmaryjane@gmail.com>

Fri, Aug 14, 2015 at 1:07 PM

To: william meier <yukonmeier@me.com>

Hi Bill,

Oh my, sure took a few weeks. Gosh, not even going to ask why it took so long, it isn't even winter...

Her estranged daughter? Did she get along with any family, wow? None of my business, simply making a statement, not asking. Families come in all types and all types of circumstances may arise.

Has to be really strange for you, as you can't simply grief the way mainstream Americans typically do when a loved one is lost. Suppose you could attend the service, what harm could be added?

Pushing out my first RFP (Request for Proposal) today. Deadline. Yay, I have a FY15 project during my first 90 days here.

Perhaps we can talk this weekend. If we do, you better have your passport in the works.

Take care, that's an order. Love, Mary

[Quoted text hidden]

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000193



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

4 messages

William Meier <yukonmeier@me.com>

Sun, Aug 16, 2015 at 9:42 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

We need to talk! A cat had kittens in my boat I removed them to a box with a towel and left close by after moving boat have been checking and mom is still caring for them. Tonight I let gator out and he went back there and brought the kittens into the garage. What is up with that?

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Mon, Aug 17, 2015 at 8:26 AM

To: William Meier <yukonmeier@me.com>

Oh my goodness, Gator is the sweetest soul!! When I began reading your email, I was terrified. Thought you were going to say Gator killed them, oh boy. Guess Gator likes the garage and wanted them to safety.

Gator's first encounter with cats was in late April 2015, and it was not friendly. My friend's son wanted to see Gator one more time before we moved, so we went to their house for dinner. They have three cats, two of which are old and large. Gator entered the house, went to their food bowls and stole a bit of kibble. The chief cat went off on Gator with ferocious noises and paws. Wonder Gator didn't pee right then and there, cuz it freaked him. So we moved Gator to the back screen porch, where he did pee on the floor - ughh. A fierce thunder storm came, and you know how dogs like thunder and on the back porch. He did not know what to think of the cats, but they kept an eye on him! So you see, where I thought he may have had revenge of the cats, but he took them to shelter. Sounds like he may have some new friends, well uh, until he meets Mama Cat! Do you know whose cat it is? She must be going for food somewhere. How many of the kittens are you keeping - ha, ha?

Totally surprising story. Oh Gator. How is he otherwise?

I had a lazy weekend and wasn't up to talking. How are you doing?

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Mon, Aug 17, 2015 at 9:26 AM

To: Graham Burnsed <graham.burnsed@gmail.com>

Hi Graham, rcvd this email from Bill this morning regarding Gator. Will forward my response via separate email.

Love ya', M

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Mon, Aug 17, 2015 at 9:26 AM

To: Graham Burnsed <graham.burnsed@gmail.com>

Gator - best ever!

[Quoted text hidden]

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000194



Mary Burnsed <chitownmaryjane@gmail.com>

Gator's Birthday Sunday, August 22nd

3 messages

Mary <chitownmaryjane@gmail.com>

Wed, Aug 19, 2015 at 3:25 PM

To: Bill Meier <yukonmeier@me.com>, Graham Burnsed <graham.burnsed@gmail.com>

Happy Birthday to Gator, he will be 11 years. Congrats on his adopted family too. How many kitties are there? Maybe he is fattening them up for the winter...

william meier <yukonmeier@me.com>

Wed, Aug 19, 2015 at 6:45 PM

To: Mary <chitownmaryjane@gmail.com>

Only one kitten left. Gave one away one disappeared last one creating havoc with dogs because I bring it in at night. My wants to play with it and gator is afraid of it lol. Other than that he is doing well brushing twice a week won't do his tricks other than with the paws. Oh well he listens very well and starting to let me know when he wants out. So all is good. I'm ok still bad times when bored so trying to keep busier. Love You Bill

Sent from my iPa

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Thu, Aug 20, 2015 at 7:54 AM

To: william meier <yukonmeier@me.com>

So, you bring one kitten in the house at night? Uh, huh. Wonder why Gator is not doing his tricks, that is not a good sign.

Are you keeping a cat? What age do you think it is? Assume it is weaned of its mother?

You have a huge void and it will take much time. Will never be the same, but hopefully with time it won't hurt so bad. May be questions you'll never have answers to... Life is stranger than death. We don't wonder about death, we wonder why the life ended.

Take care my dear.

Love, Mary

[Quoted text hidden]

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000195



Mary Burnsed <chitownmaryjane@gmail.com>

HB Gator

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Sat, Aug 22, 2015 at 6:57 PM

Is Gator having a happy birthday? I'm at the library using wifi, but leaving in a minute.

Sent from my Sprint phone

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Sat, Aug 22, 2015 at 6:59 PM

Yes he's going crazy heavy thunderstorms. Had some carrots earlier.

Sent from my iPad

On Aug 22, 2015, at 6:57 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Is Gator having a happy birthday? I'm at the library using wifi, but leaving in a minute.

Sent from my Sprint phone

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000196



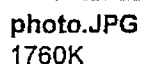
2 messages

Tue, Sep 8, 2015 at 9:00 PM

To: Mary Burns <Chitownmaryjane@gmail.com>

Gator relaxing after some play time

Sent from my iPhone



Wed, Sep 9, 2015 at 11:20 AM,

To: [william meier <yukonmeier@me.com>](mailto:william.meier@me.com)

Thank you for the picture, he's panting; must have been playing hard. Been thinking about you.

On Tue, Sep 8, 2015 at 9:00 PM, william meier <yukonmeier@me.com> wrote:

Gator relaxing after some play time

Sent from my iPhone

000197



Mary Burnsed <chitownmaryjane@gmail.com>

Plans for November?

3 messages

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Thu, Oct 1, 2015 at 6:49 PM

Hoping to meet Graham in SC in November, if we can coordinate schedules. I must submit paper work for approval on Tuesday though. Looking at 21Nov - 4DEC.

What are your plans?

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Thu, Oct 1, 2015 at 6:59 PM

I will be here

Sent from my iPad
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, Oct 2, 2015 at 8:17 AM

I am located south of hurricane Joaquin and going on the third day of strong winds and heavy rain. My apt is leaking; rain blowing in through the bottom of the bedroom window and the entry door, running 3-4 feet into the carpeted rooms, the ceilings in these rooms are also leaking. this leads me to believe the room above me is having similar leaks. Spent hours last night soaking the water up with towels and going to the laundry room to dry the towels.

May be a mess here, but I am certain somewhere else is worse. The eastern coast is, and has been getting heavy rains as well. Brace yourself and have towels ready.

Will confirm plans as soon as I can.

How are you doing?
[Quoted text hidden]

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000198



Mary Burnsed <chitownmaryjane@gmail.com>

Gator due for Proheart

2 messages

Mary <chitownmaryjane@gmail.com>

Fri, Oct 9, 2015 at 3:54 PM

To: Bill Meier <yukonmeier@me.com>

Received a notice from Gator's vet, he is due for Proheart Injection 6 months (0-25 lbs) on Oct 18, 2015. this is the "new" heartworm treatment I told you about. Instead a monthly tablet, it is an injection and good for six months. I don't know the cost, so let me know what I owe.

Nice talking to you last night. Received my long distance phone bill today, for the month of September, crap, the highest since I have been here.

william meier <yukonmeier@me.com>

Fri, Oct 9, 2015 at 8:11 PM

To: Mary <chitownmaryjane@gmail.com>

Going to see Mark on Monday about gator.

Sent from my iPad

[Quoted text hidden]

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000199



Mary Burnsed <chitownmaryjane@gmail.com>

Call me 757-458-5638

5 messages

Mary <chitownmaryjane@gmail.com>

Tue, Oct 13, 2015 at 9:21 AM

To: Bill Meier <yukonmeier@me.com>

The subject line phone number is my work phone. It is like you're calling Virginia Beach. Call me and let me know how Gator's appt with Mark went.

william meier <yukonmeier@me.com>

Tue, Oct 13, 2015 at 10:58 AM

To: Mary <chitownmaryjane@gmail.com>

Will let you know after i speak to Mark hopefully today

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Tue, Oct 13, 2015 at 11:06 AM

To: william meier <yukonmeier@me.com>

Is Gator ok?

[Quoted text hidden]

william meier <yukonmeier@me.com>

Tue, Oct 13, 2015 at 1:26 PM

To: Mary <chitownmaryjane@gmail.com>

He is fine just have to see mark and set up appointment for his shot. Stop worrying

Sent from my iPhone

[Quoted text hidden]

william meier <yukonmeier@me.com>

Wed, Oct 14, 2015 at 1:41 PM

To: Mary <chitownmaryjane@gmail.com>

Gator is fine got his heartworm today don't do the shot since it is limited in its protection of other parasites. Am taking him on Nov. 2nd for a 6 month check-up. Hope all is well with you. We ended up with 6.5 inches of rain here so no damage. Bill

Sent from my iPad

On Oct 13, 2015, at 11:06 AM, Mary <chitownmaryjane@gmail.com> wrote:

[Quoted text hidden]

000200



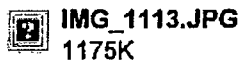
2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <Chitownmaryjane@gmail.com>

Wed, Oct 14, 2015 at 7:38 PM

Picture of gator passed out and snoring.

Sent from my iPad



Mary <chitownmaryjane@gmail.com>
To: **william meier** <yukonmeier@me.com>

Thu, Oct 15, 2015 at 8:17 AM

Ugh, thanks for the view of his asshole and gnarly wee-wee hair. Snoring, seriously, Gator?

On Wed, Oct 14, 2015 at 7:38 PM, william meier <yukonmeier@me.com> wrote:
| Picture of gator passed out and snoring.

Sent from my iPad

000201



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Thu, Oct 29, 2015 at 10:58 PM

He is fine after a bout with fleas due to all the rain. Monday is vet day for wellness check and meet and greet. Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, Oct 30, 2015 at 8:54 AM

I thought he had a vet appt Oct 12th. Was his heartworm med updated?

Gator has never had a flea. He must be miserable trying to relieve the itching with all his hair. Holy crap, hope he isn't one of those that is allergic to fleas; wouldn't that be worse. Dogs don't get fleas because of rain; they get fleas because fleas exist and the dog has no treatment to resist fleas.

I am flying into Jacksonville, FL on Nov 20th (that's right, three weeks from today). Are you, by any chance, going to be in the Jax area on Nov 21st?

[Quoted text hidden]

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000202



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

3 messages

william meier <yukonmeier@me.com>

Mon, Nov 2, 2015 at 11:37 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Vet went very well today. 27.2 pounds all else normal talked with mark about fleas said worst in last few years have some oral meds to go with topical. Everybody thought he was very handsome and well behaved. So you can relax he is doing well . Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Mon, Nov 2, 2015 at 12:11 PM

To: william meier <yukonmeier@me.com>

Bravo to both of you! All that running around must have put muscle weight on him, 2.2#.

Poor you, do you have fleas in the house?

[Quoted text hidden]

william meier <yukonmeier@me.com>

Mon, Nov 2, 2015 at 12:22 PM

To: Mary <chitownmaryjane@gmail.com>

Yes they are diminishing as all the poison is starting to work only found a couple on My and Gator have some oral stuff from mark to give to both over next 6 months

Sent from my iPhone

[Quoted text hidden]

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000203



Mary Burnsed <chitownmaryjane@gmail.com>

Rain

2 messages

william meier <yukonmeier@me.com>

Tue, Nov 3, 2015 at 10:27 PM

To: Mary Burns <Chitownmaryjane@gmail.com>

6 more inches of rain in last 24hrs the weather is getting old. Other than that things ok trying to get with detective on Debs death so I can finally get full closure. Received her will in mail from the probate lawyer going to have Mike Keyserling look at it to make sure nothing funky. Gator doing better seems to be flea free for now no scratching hopefully they are gone will continue the meds and re spray yard when it isn't raining for a day or two. Reread your emails you coming here? Thought you were chitown bound. I will get you in Jacksonville if that's the plan. Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Wed, Nov 4, 2015 at 8:30 AM

To: william meier <yukonmeier@me.com>

Whew, that is a lot of rain!

Yes, I am going to Bft, decided against Chicago with this trip. Will be there 12 nights, thought I would break up the time, staying a few days at Mom's, a few at Tre's and maybe a few at your place. Michael might be coming to Bft during the same time frame too.

don't know what the Tday plans are.

Arrive in Jax Nov 20th, have dinner with Matt and Connie, in Jax. Leave Jax Nov 21st. Flying out of here and Jax is complicated. Arrive about 5pm at Cecil Field, can leave from there or shuttle to NAS Jax (where the Navy Lodge is), or shuttle to Jax International airport. I can also rent a car from NAS Jax (need to verify). The NAS Jax airport is being remodeled, so have to land at Cecil Field.

Much paper work to complete just to take this trip. Took four days of "training", has to be complete in order to take this trip. Some of the time is simply due to the internet bogging down, the rest is "procedure"...

So yea, it is Nov and the verdict (maybe) on Deb's death is revealed. What a mess. What ever happened with her dog? Are you in her will? Do you have to go up there to deal with her belongings? Strange and tragic event, to say the least, sorry. Has her "loving" evil step sister stepped in and taken care of her belongings, arrgh.

[Quoted text hidden]

000204

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Mary Burnsed <chitownmaryjane@gmail.com>

Cecil Field airport, Florida

3 messages

Mary <chitownmaryjane@gmail.com>

Tue, Nov 10, 2015 at 10:43 AM

To: Bill Meier <yukonmeier@me.com>

Googled Cecil Field, it is SW of Jax, almost 200 miles from Ladys Island, crap. Are you sure you want to make this drive?

I am waiting on my travel orders. Should arrive Nov 20th, land at 4:30, add a bit more time to get my luggage; don't think they're as quick as a major airport. I've not used this airport, but asking around for tips.

I am getting excited about the trip, takes my mind off the Chicago property stress too!

william meier <yukonmeier@me.com>

Tue, Nov 10, 2015 at 10:45 AM

To: Mary <chitownmaryjane@gmail.com>

No problem for getting you just need an exact place to meet you

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Tue, Nov 10, 2015 at 10:58 AM

To: william meier <yukonmeier@me.com>

Beats the heck out of me. I will find out.

[Quoted text hidden]

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000205



Mary Burnsed <chitownmaryjane@gmail.com>

Pick up location at Cecil Field, FL Nov 20th

1 message

Mary <chitownmaryjane@gmail.com>

Thu, Nov 12, 2015 at 11:16 AM

To: Bill Meier <yukonmeier@me.com>

Hi Bill, talked to some people that have flown this route. Cecil Field is large and no longer a military installation, but it is a large industrial installation. Flight will land and you can pick me up at the JET PORT on Cecil Field, follow signs, or ask if you need to.

This web site had good info: <http://www.jaxjetport.aero/index.php/cecil-airport/>

I will verify the landing time, approx. 4:30pm.

Return trip will be a bit different. Won't get into that now. Return to Jax on Dec 3rd as I must be checked no later than 7am on Dec 4th.

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000206



Mary Burnsed <chitownmaryjane@gmail.com>

Visiting Nov/Dec

2 messages

Mary <chitownmaryjane@gmail.com>

Thu, Nov 12, 2015 at 11:28 AM

To: Tre' Burnsed <eburnsed@hotmail.com>, Kim Smith <krs_317@yahoo.com>, Bill Meier <yukonmeier@me.com>

Wrapping up my schedule for the SC visit. Would like to stay with Tre' and Kim Nov 28- Dec 3rd. Is this ok with you all?

Here is the plan: Bill will pick me up in Jax Nov 20th, arrive Bft late, stay at Bill's with Gator until Nov 24, stay at Mom's Nov 24-28. Not certain if or where, or who I will have Thanksgiving with; but wherever Mom is going, I will likely go.

Not certain how I will get back to Jax on Dec 3rd. Bill has a car I can use while in SC. I need to do a bit of shopping, so if you have to work or have other plans, I can always go shopping, or simply sleep...

I will be on vacation, so these dates can float, cancel or whatever needs to happen.

Let me know if the above dates are good with you and what your Thanksgiving day plans are.

Looking forward to visiting.

william meier <yukonmeier@me.com>

Thu, Nov 12, 2015 at 1:08 PM

To: Mary <chitownmaryjane@gmail.com>

Looks good to me. I will be going to some car club friends for thanksgiving. Other than that all good.

Sent from my iPad

[Quoted text hidden]

000207

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP070021



Mary Burnsed <chitownmaryjane@gmail.com>

Visit

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Sat, Nov 14, 2015 at 6:11 PM

Spent today putting new brakes on bronco and found a broken shock will replace tomorrow so vehicle all ready when you get here. Forgot how you take coffee so let me know anything you need special will have vodka and cranberry already and light beer. Anything else let me know. Love you Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Nov 16, 2015 at 1:32 PM

Brakes huh? Those will be good. Are you "fixing" them or cutting them?

Coffee black. Don't need anything special, hopefully I will bring what I need. Now what I will forget, don't know yet, ha.

You're so sweet and thoughtful, thank you.

See you Friday. Oh, plan on no earlier than 5pm for pick up at Cecil Field, Jetport, in Jax. You can track the flight:
<https://flightaware.com>

follow links on left hand side, live flight tracking, flight finder, enter origin by airport code (MUGM), or airport name (NAS Guantanamo Bay) and enter destination by airport code (KVQQ) or by name Cecil (Jacksonville) then select search.

Flight should pop up and followed.

Scheduled arrival should be approximately 4:05 and passengers are typically disembarking by 5:00 after customs processing.
[Quoted text hidden]

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000208



Mary Burnsed <chitownmaryjane@gmail.com>

Bitch pic

1 message

william meier <yukonmeier@me.com>

Sun, Nov 22, 2015 at 10:23 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Sent from my iPad

 **IMG_1122.JPG**
70K

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000209



Mary Burnsed <chitownmaryjane@gmail.com>

To

2 messages

william meier <yukonmeier@me.com>

Sat, Nov 28, 2015 at 2:16 PM

To: Mary Burnsed <Chitownmaryjane@gmail.com>

You didn't tell me you used all the toilet paper.

Sent from my iPad

chitownmaryjane <chitownmaryjane@gmail.com>

Sat, Nov 28, 2015 at 3:30 PM

To: william meier <yukonmeier@me.com>

Why do you think I left?

Sent from my Sprint phone

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000210



Mary Burnsed <chitownmaryjane@gmail.com>

Hey, you home?

3 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Tue, Dec 1, 2015 at 10:23 AM

RE agent phoned Tre's # early this am and wants me to call. Couldn't sleep last night and just woke up.

If need be, can I go to your house and use phone?

Sent from my Sprint phone

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Tue, Dec 1, 2015 at 12:23 PM

Home now you dont have to ask you have a key

Sent from my iPhone

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Dec 1, 2015 at 1:07 PM

Ok thsnks. Voice msg was old. Took care thru email last night.

I was kidding about the toilet paper.

Sent from my Sprint phone

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000211



Mary Burnsed <chitownmaryjane@gmail.com>

Are you home

3 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 2, 2015 at 7:04 PM

To: Bill Meier <yukonmeier@me.com>

Going to bring the bronco back and say by. Is this a good time to do this?

Sent from my Sprint phone

william meier <yukonmeier@me.com>

Wed, Dec 2, 2015 at 7:05 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Yes it's good I'm home

Sent from my iPad

On Dec 2, 2015, at 7:04 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Going to bring the bronco back and say by. Is this a good time to do this?

Sent from my Sprint phone

chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 2, 2015 at 7:06 PM

To: william meier <yukonmeier@me.com>

See you, 20 minutes

Sent from my Sprint phone

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000212



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

5 messages

william meier <yukonmeier@me.com>

Tue, Dec 1, 2015 at 10:45 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Gator relaxing tonight

Sent from my iPhone

 photo.JPG
1557K

chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 2, 2015 at 10:26 AM

To: william meier <yukonmeier@me.com>

He's imitating me. Cute picture, I'll save it. Have chiropractic appt & massage today. Had appts Monday too. Massage was good, bit sore. Few other errands to do. Last day. Leaving early tomorrow.

Got 2 more hats, might have to wear all 3 to get them to GTMO!

Got the lamp harp and finial, Tre' will grind the harp down a tad to fit in slot. Picked up 2 light bulbs, they are LED and seemed to get hot. Hope it doesn't burn the shade. Lamp ended up costing \$20, go figure. Certain i still saved some money.

Shopped Bluffton Sunday. Got Tre's and Kim's Christmas presents. Early, but done.

Accepted offer on the Wheaton property last night, should get contract today. Contingent on them selling their smaller home in Wheaton by Dec 31, hmm. The home can still be shown and offers made, they have first refusal though. This will deter some people from even looking at the property, unfortunately.

The offers came up \$30k from original offer and already put a dor sale sign on their property. Let's hope this works out for both parties.

Unfortunate for me about the Wheaton property, but I can't afford to cling on and must move forward.

Will bring the Bronco back tonight or in the morning.

Not really looking forward to going back to GTMO, waa.

How are you doing?

----- Original message -----

From: william meier

Date: 12/01/2015 10:45 PM (GMT-05:00)

To: Mary Burnsed

Subject: Gator

Gator relaxing tonight

000213

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Sent from my iPhone

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 2, 2015 at 10:39 AM

Doing well took clothes to Help yesterday easier than I thought. Car meeting last night so had people around till after 8 a good thing. Other than that same old shit different day.

Sent from my iPad
[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Wed, Dec 2, 2015 at 10:44 AM

Did you cook?

Sent from my Sprint phone

----- Original message -----
From: william meier
[Quoted text hidden]

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 2, 2015 at 10:56 AM

No cooking it was at Lady's Island Country Club

Sent from my iPad
[Quoted text hidden]

000214



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Thu, Dec 3, 2015 at 9:09 PM

I think he is mad at me

Sent from my iPhone

 photo.JPG
1488K

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Thu, Dec 3, 2015 at 9:37 PM

Oops, what happened? Going to sleep up at 5 and out at 6:15am. Another rather long day

Sent from my Sprint phone

[Quoted text hidden]

Sent from my iPhone

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000215



Mary Burnsed <chitownmaryjane@gmail.com>

Made it to Jax

4 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Thu, Dec 3, 2015 at 1:40 PM

To: Bill Meier <yukonmeier@me.com>

Checked in to hotel. Hope to stay awake so I can sleep tonight. Couldn't sleep last night.

Thank you again for the hospitality and use of the bronco!

william meier <yukonmeier@me.com>

Thu, Dec 3, 2015 at 5:11 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

No problem for you thanks for the tp wasnt necessary love you have a great trip and thanks for your help

Sent from my iPhone

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>

Thu, Dec 3, 2015 at 5:43 PM

To: william meier <yukonmeier@me.com>

Thought the tp would make you smile, you know me.

Sent from my Sprint phone

[Quoted text hidden]

william meier <yukonmeier@me.com>

Thu, Dec 3, 2015 at 5:46 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Yep always could make me smile

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000216



Mary Burnsed <chitownmaryjane@gmail.com>

Checking calendars

9 messages

Mary <chitownmaryjane@gmail.com>

Wed, Dec 16, 2015 at 3:40 PM

To: Graham Burnsed <graham.burnsed@gmail.com>, Tre' Burnsed <eburnsed@hotmail.com>, Bill Meier <yukonmeier@me.com>, Faye Leffler <faye.adeqbite@gmail.com>, Julie Aponte <japonte@japontelaw.com>, marrone_630 <marrone_630@yahoo.com>, Fran McCormick <filmccormick@comcast.net>

I have two flights to use or lose by mid May 2016, so I might be back to visit Beaufort sooner than I thought. (Of course I could forfeit the trips, nah). Maybe go to Chicago in the spring, after the thaw.

Any body have black out dates or special occasion coming up?

MaryB

william meier <yukonmeier@me.com>

Wed, Dec 16, 2015 at 3:47 PM

To: Mary <chitownmaryjane@gmail.com>

None for me. Bill

Sent from my iPad

[Quoted text hidden]

filmccormick@comcast.net <filmccormick@comcast.net>

Wed, Dec 16, 2015 at 4:22 PM

To: Mary <chitownmaryjane@gmail.com>

You are always welcome ... sure "can" find something that's going on lol :-)

From: "Mary" <chitownmaryjane@gmail.com>

To: "Graham Burnsed" <graham.burnsed@gmail.com>, "Tre' Burnsed" <eburnsed@hotmail.com>, "Bill Meier" <yukonmeier@me.com>, "Faye Leffler" <faye.adeqbite@gmail.com>, "Julie Aponte" <japonte@japontelaw.com>, "marrone_630" <marrone_630@yahoo.com>, "Fran McCormick" <filmccormick@comcast.net>

Sent: Wednesday, December 16, 2015 2:40:55 PM

Subject: Checking calendars

I have two flights to use or lose by mid May 2016, so I might be back to visit Beaufort sooner than I thought. (Of course I could forfeit the trips, nah). Maybe go to Chicago in the spring, after the thaw.

Any body have black out dates or special occasion coming up?

MaryB

chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 16, 2015 at 6:15 PM

To: Fran McCormick <filmccormick@comcast.net>

000217

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Cool, duly noted.

Sent from my Sprint phone

[Quoted text hidden]

flmccormick@comcast.net <flmccormick@comcast.net>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Dec 16, 2015 at 6:35 PM

You have a phone now??? See sent from Sprint phone ;-)

Sent from my iPhone

[Quoted text hidden]

Earl <eburnsed@hotmail.com>
To: Mary <chitownmaryjane@gmail.com>

Wed, Dec 16, 2015 at 7:04 PM

Nothing that I know of coming up, but I have a calander and a marker...I can black out dates. What ever you would like, would love to have you.

Sent from my Samsung Galaxy Note® II

----- Original message -----

From: Mary

Date: 12/16/2015 3:40 PM (GMT-05:00)

To: Graham Burnsed , Tre' Burnsed , Bill Meier , Faye Leffler , Julie Aponte , marrone_630 , Fran McCormick

Subject: Checking calendars

I have two flights to use or lose by mid May 2016, so I might be back to visit Beaufort sooner than I thought. (Of course I could forfeit the trips, nah). Maybe go to Chicago in the spring, after the thaw.

Any body have black out dates or special occasion coming up?

MaryB

chitownmaryjane <chitownmaryjane@gmail.com>
To: Fran McCormick <flmccormick@comcast.net>

Wed, Dec 16, 2015 at 8:23 PM

No, suspended my cell phone while here. Can call my office 757.458.5638 EST. same as calling VA Beach. Apt phone is international calls, pricey.

Use the smartphone for everything but phone and text. Can access wifi from my balcony, new feature we got a few weeks ago at the apts.

Sent from my Sprint phone

----- Original message -----

From: flmccormick@comcast.net

Date: 12/16/2015 6:35 PM (GMT-05:00)

To: chitownmaryjane

Subject: Re: Checking calendars

You have a phone now??? See sent from Sprint phone ;-)

000218

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Sent from my iPhone

On Dec 16, 2015, at 5:15 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Cool, duly noted.

Sent from my Sprint phone

----- Original message -----

From: flmccormick@comcast.net
Date: 12/16/2015 4:22 PM (GMT-05:00)
To: Mary
Subject: Re: Checking calendars

You are always welcome ... sure "can" find something that's going on lol :-)

From: "Mary" <chitownmaryjane@gmail.com>
To: "Graham Burnsed" <graham.burnsed@gmail.com>, "Tre' Burnsed" <eburnsed@hotmail.com>, "Bill Meier" <yukonmeier@me.com>, "Faye Leffler" <faye.adeqbite@gmail.com>, "Julie Aponte" <japonte@japontelaw.com>, "marrone_630" <marrone_630@yahoo.com>, "Fran McCormick" <flmccormick@comcast.net>
Sent: Wednesday, December 16, 2015 2:40:55 PM
Subject: Checking calendars

I have two flights to use or lose by mid May 2016, so I might be back to visit Beaufort sooner than I thought. (Of course I could forfeit the trips, nah). Maybe go to Chicago in the spring, after the thaw.

Any body have black out dates or special occasion coming up?

MaryB

chitownmaryjane <chitownmaryjane@gmail.com>
To: Earl <eburnsed@hotmail.com>

Wed, Dec 16, 2015 at 8:29 PM

Nice! I'll start planning after Jan 2. Still getting feedback. Missing my Chicago friends too, I don't have to go when it's frigid though!

Love you bunches.

Sent from my Sprint phone

----- Original message -----

From: Earl
Date: 12/16/2015 7:04 PM (GMT-05:00)
To: Mary
Subject: RE: Checking calendars

Nothing that I know of coming up, but I have a calander and a marker...I can black out dates, What ever you would like, would love to have you.

000219

Sent from my Samsung Galaxy Note II

----- Original message -----

From: Mary

Date: 12/16/2015 3:40 PM (GMT-05:00)

To: Graham Burnsed , Tre' Burnsed , Bill Meier , Faye Leffler , Julie Aponte , marrone_630 , Fran McCormick

Subject: Checking calendars

I have two flights to use or lose by mid May 2016, so I might be back to visit Beaufort sooner than I thought. (Of course I could forfeit the trips, nah). Maybe go to Chicago in the spring, after the thaw.

Any body have black out dates or special occasion coming up?

MaryB

Christine Marrone <marrone_630@yahoo.com>

Wed, Mar 30, 2016 at 10:30 AM

Reply-To: Christine Marrone <marrone_630@yahoo.com>

To: Mary <chitownmaryjane@gmail.com>

Okay, did you book your flights already? Please tell me you did not come to Chicago and I did not see you?

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000220



Mary Burnsed <chitownmaryjane@gmail.com>

Car battery fine

4 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Mon, Dec 21, 2015 at 7:24 PM

Well duh, the indicator light in my car was for the coolant. Called the the dealership that serviced the car before I left Chicago to inquire the coolant they used. You see when I looked up the indicator icon and further read it stated not to mix different types. Oh fuck all this thumb typing. Car is fine and I'm a lady, may as well go blonde...

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Mon, Dec 21, 2015 at 7:51 PM

Lol where you are could just add water to existing and be ok. No chance of freezing. You wouldn't look good blonde. Bill

Sent from my iPad

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Dec 21, 2015 at 9:31 PM

Glad the car didn't fart snd die

Sent from my Sprint phone

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Dec 21, 2015 at 10:52 PM

Lot of Chicago in me..

Sent from my Sprint phone

----- Original message -----

From: william meier
Date: 12/21/2015 7:51 PM (GMT-05:00)
To: chitownmaryjane
Subject: Re: Car battery fine

Lol where you are could just add water to existing and be ok. No chance of freezing. You wouldn't look good blonde. Bill

Sent from my iPad

> On Dec 21, 2015, at 7:24 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

>

> Well duh, the indicator light in my car was for the coolant. Called the the dealership that serviced the car before I left Chicago to inquire the coolant they used. You see when I looked up the indicator icon and further read it stated not to mix different types. Oh fuck all this thumb typing. Car is fine and I'm a lady, may as well go blonde...

000221

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211



Mary Burnsed <chitownmaryjane@gmail.com>

I need a friend now

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Thu, Dec 24, 2015 at 7:05 PM

Sent from my Sprint phone

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Thu, Dec 24, 2015 at 7:09 PM

Whats wrong?

Sent from my iPhone

On Dec 24, 2015, at 7:05 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Sent from my Sprint phone

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP070021

000222



Mary Burnsed <chitownmaryjane@gmail.com>

Ho ho hum

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Dec 27, 2015 at 8:06 PM

To: Bill Meier <yukonmeier@me.com>

Talked to Graham for 1.5 hrs today, I feel better but quite concerned at the same time. Most difficult to travel where he is going so most doubtful I will not go to the Philippines.

How are you and the dogs?

william meier <yukonmeier@me.com>

Sun, Dec 27, 2015 at 8:41 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Dogs and I are fine 82 here and no bugs so back door has been open. Confusing gator I still have to get up before he goes out lol. He will learn. Glad you talked with Graham.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000223



Mary Burnsed <chitownmaryjane@gmail.com>

Birthday

2 messages

william meier <yukonmeier@me.com>

Wed, Dec 30, 2015 at 1:07 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Just wanted to say hi and thank you for Christmas card. Also to wish you a happy, healthy New Year and a special HAPPY BIRTHDAY to a very special sweetie.
Love You Bunches Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Wed, Dec 30, 2015 at 1:29 PM

To: william meier <yukonmeier@me.com>

Awww, gee thanks!

This morning I was thinking if there is a time in my life I would go back too, and if I could would I? I would take 1997-1998. Coworker said if I can do this, he'll give money to go back and buy stock, ha.

Went to the galley today for lunch. Typically CNN is on the TV, not today, it was the movie, "Back to the Future". How ironic.

The contract on the Wheaton property is void. Listing expires tomorrow at midnight. I can't financially hold on. Decided to rent the property, but the insurance will go up to almost \$6k per year and of course the property taxes will go up. Truly don't want to be a landlord, just want to move on. The relator and I are going to discuss this afternoon (we've already been in touch).

Your message came at good time, thanks again.

Love you too!

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000224



Mary Burnsed <chitownmaryjane@gmail.com>

New Year

3 messages

william meier <yukonmeier@me.com>

Thu, Dec 31, 2015 at 6:26 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Happy New Year to you hope yours will be better this year. Mine sucked last year and was hoping it was looking up after Christmas but I was mistaken, maybe it will improve soon if not I guess I get what I deserve. Love you miss our talks don't call way too expensive see you when you get back to states. Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Thu, Dec 31, 2015 at 6:47 PM

To: Bill Meier <yukonmeier@me.com>

Mercy, what happened after Christmas? Why would you think you deserve anything bad when all you do is good? You can call my office 757.458.5638 during working hours.

[Quoted text hidden]

william meier <yukonmeier@me.com>

Thu, Dec 31, 2015 at 6:50 PM

To: Mary <chitownmaryjane@gmail.com>

Story of my life treat people well and get taken advantage of. Guess it's time to go back to having no feelings for others.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000225



Mary Burnsed <chitownmaryjane@gmail.com>

Feeling better

4 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Sat, Jan 2, 2016 at 8:15 PM

To: Bill Meier <yukonmeier@me.com>

Wanted to ask how you are. I'm feeling better, declare I may have had a bit of a heart attack. Much chest pain, no deep breaths or coughs and difficulty moving from upright to lying down, it was so painful. Started Wednesday night. Seem ok today. Have been sleeping and resting since I got off work Thursday.

Tell me how you're feeling.

william meier <yukonmeier@me.com>

Sun, Jan 3, 2016 at 6:43 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

I'm ok was extremely disappointed over some things that went on with "a friend" won't happen again back to you want my help you are paying me lol

Sent from my iPad

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Sun, Jan 3, 2016 at 6:51 PM

To: Bill Meier <yukonmeier@me.com>

Hmm, what are you sending back to me? Without punctuation, I am not certain what the msg intends.

Certainly glad too hear you're feeling better.

[Quoted text hidden]

william meier <yukonmeier@me.com>

Sun, Jan 3, 2016 at 6:55 PM

To: Mary <chitownmaryjane@gmail.com>

Sorry nothing to do with you obviously. Punctuation is not my allie.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000226



Mary Burnsed <chitownmaryjane@gmail.com>

Today

3 messages

william meier <yukonmeier@me.com>

Tue, Jan 5, 2016 at 7:52 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Oh my god Gator is in heaven high of 43 he finally wanted to spend some time outside what a shock

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Tue, Jan 5, 2016 at 8:04 PM

To: Bill Meier <yukonmeier@me.com>

Oh nice, been a long time for him, my furry little buddy.

[Quoted text hidden]

william meier <yukonmeier@me.com>

Tue, Jan 5, 2016 at 8:06 PM

To: Mary <chitownmaryjane@gmail.com>

He was outside about 4 hours today.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000227



Mary Burnsed <chitownmaryjane@gmail.com>

.??

2 messages

william meier <yukonmeier@me.com>

Sun, Jan 31, 2016 at 9:22 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Hi, how are you? I'm ok rude awakening today girl I was interested in told me she is involved after non committals for a month so I called her on it and she was like be happy for me. I think I am done with women think it's time to just get all my affairs in order and be done I am so tired of being alone.

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Mon, Feb 1, 2016 at 8:17 AM

To: william meier <yukonmeier@me.com>

Is this the same person that upset you after Christmas?

The woman with the "rude awakening", is she involved in a committed relationship with a man? Have the two of you dated, or she just sparked your interest?

Being alone is much better than being in a bad relationship.

Call me at the office 757-458-5638 (I can not call out long distance, but can get incoming calls)

I love you, and I need you!!!

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000228



Mary Burnsed <chitownmaryjane@gmail.com>

Call or email me

4 messages

Mary <chitownmaryjane@gmail.com>

Mon, Feb 1, 2016 at 3:01 PM

To: Bill Meier <yukonmeier@me.com>

Work - 757-458-5638

william meier <yukonmeier@me.com>

Tue, Feb 2, 2016 at 7:07 PM

To: Mary <chitownmaryjane@gmail.com>

Thank you so much for the conversation we had it made my day. Matter of fact today has been the best day mentally in about 7 months thank you so much. You do not realize how much I love and respect you. Miss you so much it hurts .

Sent from my iPad

> On Feb 1, 2016, at 3:01 PM, Mary <chitownmaryjane@gmail.com> wrote:

>

> Work - 757-458-5638

chitownmaryjane <chitownmaryjane@gmail.com>

Tue, Feb 2, 2016 at 7:37 PM

To: william meier <yukonmeier@me.com>

Well your note just made my night. Glad to be a help to anyone, but especially you! Anytime my dear, anytime...

[Quoted text hidden]

william meier <yukonmeier@me.com>

Tue, Feb 2, 2016 at 7:40 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

You have always given me great advice and grounded me. Love you to death can't wait for you to get back

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000229



Mary Burnsed <chitownmaryjane@gmail.com>

Faye has a baby boy

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Feb 14, 2016 at 6:50 PM

To: Bill Meier <yukonmeier@me.com>

Alan was born last night and all is very good.

william meier <yukonmeier@me.com>

Sun, Feb 14, 2016 at 6:58 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Tell her I said congratulations

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000230



Mary Burnsed <chitownmaryjane@gmail.com>

Happy VD

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Feb 14, 2016 at 4:14 PM

To: Bill Meier <yukonmeier@me.com>

I made brownies with walnuts and caramel. Had steak for lunch. Happy Valentines to me , woo hool What about you?

Sent from my Sprint phone

william meier <yukonmeier@me.com>

Sun, Feb 14, 2016 at 4:19 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Happy Valentines Day to you. Very quiet here lol. Nothing special just cleaning house.
Love You Bill

Sent from my iPad

On Feb 14, 2016, at 4:14 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

I made brownies with walnuts and caramel. Had steak for lunch. Happy Valentines to me , woo hool What about you?

Sent from my Sprint phone

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000231



Mary Burnsed <chitownmaryjane@gmail.com>

Today

3 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Fri, Feb 19, 2016 at 9:12 PM

Just wanted to say hi and let you know all is well here.
Love you Bill

Sent from my iPad

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sat, Feb 20, 2016 at 10:44 AM

Doing ok here too. Out of work for 3 days sick, then had 3 day weekend to recop. Feeling better, but not 100% yet.

Thought about calling you, but talked to Graham last weekend for an hour \$\$ He is in the Philippines.

Sent from my Sprint phone
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Sat, Feb 20, 2016 at 11:55 AM

Look at where I live

On Feb 20, 2016 11:22 AM, "william meier" <yukonmeier@me.com> wrote:
Why you so sickly used to be really healthy. Must be lack of good sex. Lol

Sent from my iPad
[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000232



Mary Burnsed <chitownmaryjane@gmail.com>

Update

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Thu, Mar 3, 2016 at 8:56 PM

Hi Darling,

How have you been? Hope your illness is over with. Things here are about the same I'm bored to death. Working on the car for money, which is on the back patio so I leave the house infrequently just can't seem to motivate to go out after working. The couple of times I have its been dead guess I'm just old now. Weather is starting to warm up some so thinking boat cleaning soon. The dogs are well although both having some stomach issues the last two days not sure why but working on it. Love you and hope all is going well. Love Bill

Sent from my iPad

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sat, Mar 5, 2016 at 11:03 AM

Yes, I am over the vitus and it is going around the base.

I don't go to clubs here. Being in the apts there are always people around. Sundays are a pot luck get together and often a going away. I will cook and a few come by. Sometimes I wish it was quieter, I simply don't answer the phone or door.

Lt Dan's band is playing March 11th and I may go. I really need to get out. Hope it's at the officer's club so the Foreign nationals won't attend. Most sexual assaults involve them. Jamaicans are more sexual than white Americans.

Work is zany, turnover in personnel and standard procedure is not their forte. There is no corporate knowledge. If you've been here 3 years, you're a resident expert. Quite the abstract from what I am accustomed. My coworker is working on an extension, five years is the max and she'll be there in July. She is my rock and the resident expert, so I truley want her to stay.

Suppose Graham married on Feb 29th as I have not heard from him since we talked on the phone Feb 10th. He is certainly independent so I count my blessings where they exist. It has been two years since I have seen him and surely miss him.

Closed the Wheaton property on Feb 29th. What a financial loss, but now I don't have those expenses and can start over. I'm not feeling the jubilance I thought I would, maybe in time. Honestly it was stressing me beyond capacity.

Will let you know when my next visit is, duh.

Hug Gator baby for me.

Love, Mary

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000233



Mary Burnsed <chitownmaryjane@gmail.com>

You

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Tue, Mar 8, 2016 at 6:25 PM

Glad to hear you are over the virus your not supposed to scare me like that. I'm ok had an eye infection for a week think I got some sanding dust in it. Weather here is warming up getting ready to clean boat for a shake down cruise next week still too cold to swim but good for cruise and sun. Miss you being on the boat with me we had a lot of good times. Will try to call later in the week.
Love You Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Wed, Mar 9, 2016 at 11:10 AM

Don't know what scared you, but oopsy.

Did you see the dr about your eye?

Should you try to tele, I lunch anywhere between 11:30 and 1:30. Wed and Thurs - mtgs @ 2:30 to the end of day.

Good luck with the boat after winter storage, may you find no bad surprises.

Been thinking a lot about where I want to retire. Wasted time as I haven't come up with an answer, although, SC may be in the running. I don't like the bugs and humidity there, nasty. Lots to do between now and then.

[Quoted text hidden]

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000234



Mary Burnsed <chitownmaryjane@gmail.com>

Boat

3 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Sun, Mar 13, 2016 at 10:33 AM

Got the boat cleaned up and running so ready for the river.

Sent from my iPad

2 attachments

 image2.JPG
1217K

 image1.JPG
1768K

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sun, Mar 13, 2016 at 1:08 PM

Looks good. Did you get email about my peacock necklace?

Sent from my Sprint phone

[Quoted text hidden]

Sent from my iPad

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Mar 13, 2016 at 1:10 PM

No did not get an email from you.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000235



Mary Burnsed <chitownmaryjane@gmail.com>

Cynical power day ended in a hot mess

1 message

chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Mar 13, 2016 at 1:50 PM

To: Bill Meier <yukonmeier@me.com>

----- Original message -----

From: chitownmaryjane

Date: 03/09/2016 8:28 PM (GMT-05:00)

To: Faye Leffler , Tre' Burnsed , Graham Burnsed , Fran McCormick , Diane Ormerod , Carol Copek , Robert Vanoer , Matt Cunningham

Subject: Cynical power day ended in a hot mess

Remeber Ms Peacock; the exquisite jewelry I wore?

Today at work I rose to a magnificent peak. It is almost ten months of adjusting and learning there are no trails, much less procedures to abide? Nonetheless the design meeting went extraordinarily superb and I simply couldn't refrain from questions and clarity. Opened with the presentation of a "dead horse". Will spare the lengthiness of details and I detest thumb typing. arrgh.

Upon opening my car door, arriving to the apt after work, I heard a faint "tink". OMG, Ms Peacock necklace broke a string and the damn thing isn't single knotted. There I sit in the driver's seat with green, multi faceted swarski crystals that look like genuine, imitation moss emeralds. "tinkering about"!! If you know me, this is a travesty.

Collecting the bouncing crystals was the timely and ultimate mission. With car door open, dressed to the nines, and down on my knees on gravelly, asphaltic pavement a smiling man points to his car door.

Looking above the brim of my couture hat, smile back and declare my travesty. Kindly he joins the pursuit of the crystals, which I assisted by placing one on the pavement for a visual effect to find. Indeed he found one. What a gent. However in my effort to allow access to his car, closed my car door.

Yes, you may have guessed where this mess got even hotter, sizzle, yes?

My pocketbook was locked in my car. "Ah, I have a spare key in my room". He asked, "where might your room key be?" WTF, in my pocketbook, locked in my car.

My dogs (feet) hurt after the long workday and the thought of walking to the far distant office to obtain a room key reminded me of other painful body parts. He offered a ride to this distant office, but no return trip. Decided to forego his offer and search for roundtrip.

Unbeknownst to me, a man with curiosity approaches and I stated my "hot mess". His friend arrived and provided the round trip.

New room key in hand, changed clothes, poured a drink, and collected any missing crystals I could find.

Found some crystals in my underwear, now that is funny.

Had another drink and made ginger, molasses cookies.

Think I'm safe for now and looking forward to tomorrow's adventures. Be careful what you wish for...

Ms Peacock remains in critical care. Please send good thoughts her way.

000236

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Mary Burnsed <chitownmaryjane@gmail.com>

Got your voice msg

3 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Wed, Mar 16, 2016 at 6:48 PM

Wed design. mtg, Thurs staff mtg. Both at 2:30 till end of day. Talked to Graham at 6:30am, today is his birthday.

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Mar 16, 2016 at 6:50 PM

Putting boat in tomorrow will call late afternoon or friday AM

Sent from my iPhone

On Mar 16, 2016, at 6:48 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

This message has no content

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Wed, Mar 16, 2016 at 9:01 PM

Have fun! I have a 2:30 mtg tomorrow.

[Quoted text hidden]

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000237



Mary Burnsed <chitownmaryjane@gmail.com>

March 17, 2016

3 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Fri, Mar 18, 2016 at 11:04 AM

First cruise of the year.

Sent from my iPad

3 attachments

 IMG_0770.JPG
995K

 IMG_0771.JPG
852K

 IMG_0772.JPG
918K

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, Mar 18, 2016 at 6:38 PM

Yay! Looks great, when did you last paint? When you do paint, you do it right.

You know I live on the water, at the Marina & Sailing Center, a heavily guarded, gated community in the Caribbean? That's what you tell people.

I'll send a Cuban flag for your boat. That should jerk a few NR folks!

Sent from my Sprint phone

[Quoted text hidden]

Sent from my iPad

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Fri, Mar 18, 2016 at 6:40 PM

Painted the hull 2 yrs ago varnish and interior last spring

Sent from my iPhone

000238

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[Quoted text hidden]

000239



Mary Burnsed <chitownmaryjane@gmail.com>

Bunny hugs..

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>

To: Bill Meier <yukonmeier@me.com>

Sun, Mar 27, 2016 at 1:16 PM

..to and your furry, four legged friends!

william meier <yukonmeier@me.com>

To: chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Mar 27, 2016 at 1:24 PM

Happy Easter to you. Really crappy day here rain with thunder. Supposed to rain through the night. Furry friends are doing well both sleeping one in living room and one in kitchen.

Sent from my iPad

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000240



Mary Burnsed <chitownmaryjane@gmail.com>

Handicap ramp

4 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Tue, Apr 19, 2016 at 4:08 PM

What is the slope on a handicap ramp? Thanks Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Apr 19, 2016 at 4:10 PM

can not exceed 1:12
[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Tue, Apr 19, 2016 at 4:11 PM

Thank you

Sent from my iPad
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Apr 19, 2016 at 4:27 PM

also a running length parameter. A single run must have a landing if it exceeds. See attached two pager
[Quoted text hidden]

 **ADA Ramp Codes_US.pdf**
152K

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000241



Mary Burnsed <chitownmaryjane@gmail.com>

Package2 messages

william meier <yukonmeier@me.com>

Tue, May 3, 2016 at 3:57 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Hi Darling, hope your doing well. Received the package today thanks so much for the card and shirts. Will wear the shirts proudly. Gator has an appointment for vet you didn't have to send the check. Lots going on with work etc. will email on weekend with all the details it's all good. Love ya Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Tue, May 3, 2016 at 4:43 PM

To: william meier <yukonmeier@me.com>

Goody, you'll look good in the black shirt, just stay out of the sunshine... Good surprises are the coolest! Enjoy.

Doing well, stressed, blessed, and busy. More later.

[Quoted text hidden]

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000242



Mary Burnsed <chitownmaryjane@gmail.com>

Hi

2 messages

william meier <yukonmeier@me.com>

Sun, May 8, 2016 at 10:32 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

First and foremost Happy Mothers Day! Hope you can enjoy your day.

Life has been hectic work is going well worked 15 straight days then finally took one off I guess a good thing for now. Still have 6 more lined up so should be busy for a bit, problem is have no time to finish my roof.

Dating scene is looking up have met two local ladies both are very nice and want to see me again, I'm shocked lol. Actually hit it off with both and they both love the water and outdoors so we will see if anything comes out of it.

The dogs are good. Gator goes to vet Monday first appointment I could get. He is a great dog we had a problem last night not sure what happened but he shit everywhere so today is cleaning and cutting my carpet out in living room needed to be done anyway but was hoping to finish roof first. Seems much better today even played for a while this morning. He is sleeping next to me as I type this. Everybody I know is doing well. Don't see Tre' at all anymore miss be able to chat with him. Guess that's all for now. Love Ya Bill

Sent from my iPad

Mary <chitownmaryjane@gmail.com>

Sun, May 8, 2016 at 2:20 PM

To: Bill Meier <yukonmeier@me.com>

Thank you for Mother's day wishes. Wanted to be in Bft for Mother's day, let work load get in the way, or come first. Have an urgent project and two others at their peak. Missed two days of work with a popular and rampant stomach virus. It cleaned me out. Think I lost 4 oz, lol. Now there is a respiratory illness going around, coworker had it last week and insisted on coming to the office. She stayed home Tues and Fri.

Regarding the carpet, usually things get done when you can no longer stand it. Harder part is moving everything- always the prep. Now let's hope the roof doesn't leak after you replace the flooring!! Hey you're working and have the money to buy the materials, that's a good thing.

Are you now Beaufort's most eligible bachelor - ooh la la you hot thing you?

Poor Gator, maybe he found a funky in the yard and ate it. Maybe it is over. Are you putting in carpet, laminate, tile, or wood? If carpeting, suppose Gator will be confined when you're not home. I have his pics you sent on my office computer screen saver. Miss you both.

Interviewed for a position with USACE in Wilmington NC May 3rd. One of the interviewers is a friend and coworker from Chicago days. She went to NYC in 2012 and now has 2 daughters. We talked a lot about the Carolinas and the Civil War when we worked together. She ultimately wanted to end up in NC. She's been there since Oct 2015. It was a surprise for both of us doing the interview, it was a hoot. The other interviewer is the Chief. He has phoned twice since the interview. The bad news, the position is not a promotion and will only gross 2800/yr more than current, of which I have to pay rent and utilities. Cost of living will increase. Financially I'm better to remain here. Also the stress and dysfunction of moving is still fresh in my mind, arrgh. The NC position will pay moving expenses. GTMO will pay departure moving expenses when I complete 2 years. Can't beat the low cost of living of living here, everything else can be beaten (to death) with a feather.. Pardon me, I'm typing out loud (WTF?). Well it appears my typewriter is telling me to status quo at least another year. Rather enjoying the laid back life, huge change from Chicago; that was the intent afterall, NAILED it. What's your favorite line "Be careful what you wish for."?

Glad to hear (mostly) good news from and about you. Hug yourself and doggies from me. Love, Mary

[Quoted text hidden]

000243

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Mary Burnsed <chitownmaryjane@gmail.com>

More

5 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Sun, May 8, 2016 at 2:45 PM

The floor will be a laminate. Didn't want to do it yet so concrete floors for a while at least easy to clean. Eligible batchler at least single lol finally have a few locals to respond so meeting them and see what happens can always be alone.

Gator spent 4 hours like this so knew he didn't feel well. Seems much better now.

 Image1.JPG
1062K

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sun, May 8, 2016 at 4:53 PM

Concrete floor is porous, will absorb spills and accidents. You'll have lingering odors.

Tre' is scheduled for a home closing 18 May. He'll be painting and working on the new home. He's vacating the rental the end of May. Maybe after that he can help you. Mighty nice of me to offer his help, huh? He's buying in just his name this time.

Sent from my Sprint phone

[Quoted text hidden]

Gator spent 4 hours like this so knew he didn't feel well. Seems much better now.

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Sun, May 8, 2016 at 4:58 PM

Where is Tre' buying a house?

Sent from my iPad

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sun, May 8, 2016 at 5:01 PM

I just saw the pic of Gator, he looks like he feels bad. Poor baby.

Sent from my Sprint phone

----- Original message -----

From: william meier

Date: 05/08/2016 14:45 (GMT-05:00)

To: Mary Burnsed

Subject: More

000244

The floor will be a laminate. Didn't want to do it yet so concrete floors for a while at least easy to clean. Eligible batchler at least

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single lol finally have a few locals to respond so meeting them and see what happens can always be alone.

Gator spent 4 hours like this so knew he didn't feel well. Seems much better now.

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sun, May 8, 2016 at 5:11 PM

Ashley Drive, Ladys Island. He's an Island boy.

Sent from my Sprint phone

----- Original message -----

From: william meier
Date: 05/08/2016 16:58 (GMT-05:00)
To: chitownmaryjane
Subject: Re: More

Where is Tre' buying a house?

Sent from my iPad

On May 8, 2016, at 4:53 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Concrete floor is porous, will absorb spills and accidents. You'll have lingering odors.

Tre' is scheduled for a home closing 18 May. He'll be painting and working on the new home. He's vacating the rental the end of May. Maybe after that he can help you. Mighty nice of me to offer his help, huh? He's buying in just his name this time.

Sent from my Sprint phone

----- Original message -----

From: william meier
Date: 05/08/2016 14:45 (GMT-05:00)
To: Mary Burns
Subject: More

The floor will be a laminate. Didn't want to do it yet so concrete floors for a while at least easy to clean. Eligible batchler at least single lol finally have a few locals to respond so meeting them and see what happens can always be alone.

Gator spent 4 hours like this so knew he didn't feel well. Seems much better now.

000245



Mary Burnsed <chitownmaryjane@gmail.com>

Gator's Vet appt

2 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Tue, May 10, 2016 at 6:25 PM

What is the vet report on Gator? Is he ok now?

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Tue, May 10, 2016 at 6:32 PM

Gator is fine vet thinks he ate something outside. All is well now normal shits again.

Sent from my iPad
[Quoted text hidden]

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000246



Mary Burnsed <chitownmaryjane@gmail.com>

Re: Jon Secada

3 messages

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, May 18, 2016 at 10:07 AM

What a nice thought Thank You.

Update on gator. He had diarrhea again so took him back to vet. They said a bout was going around so took fecal sample and blood work. Vet called this morning and gator is perfect everything is functioning normal. She said his vitals are equivalent to a much younger dog so good news. Bill

Sent from my iPad

> On May 17, 2016, at 9:34 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

>

> Listening to Secada earlier and had fond thoughts of you.

>

> The obtuse, almost quit my job, that was yesterday. See, I've mellowed with age. err, choosier about the battles ehh?

>

> Arrgh!

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Wed, May 18, 2016 at 11:58 AM

Poor Gator baby. The good part he is better and is healthy! Maybe he needs a treat of cheese.

I received a monetary award. It is my paycheck I looked at this morning. Simply states an "incentive award". Coworker said it is a performance award. Every bit helps!

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Wed, May 18, 2016 at 12:04 PM

I'm sure it does. He weighs 26.7 lbs. has slightly dry skin (think because ac is on) and a slight haziness to his eyes which vet said is normal for his age. Next week is the groomers as soon as I replenish my bank account lol expensive dog this month.

Sent from my iPad

[Quoted text hidden]

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000247



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

3 messages

william meier <yukonmeier@me.com>
To: Mary Burns <Chitownmaryjane@gmail.com>

Mon, Jun 6, 2016 at 9:11 PM

Everything is fine just letting you know with vets recommendation have changed his food to senior diet. First bowl tonight and he ate over half of it so I guess all is good.

Sent from my iPad

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Jun 7, 2016 at 8:20 AM

Is Gator over weight? maybe I should try it... Did he recommend Science Diet or another brand?
[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Tue, Jun 7, 2016 at 8:22 AM

Not overweight just a different formula so he doesnt put on weight and help his aging body

Sent from my iPhone
[Quoted text hidden]

000248



Mary Burnsed <chitownmaryjane@gmail.com>

Oh my darling Bill

5 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Thu, Jun 16, 2016 at 8:09 PM

Decisions?

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Thu, Jun 16, 2016 at 8:13 PM

Oh oh what's up now?

Sent from my iPad

> On Jun 16, 2016, at 8:09 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:
>
> Decisions?

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, Jun 17, 2016 at 8:26 AM

Same. I am ok, torn between the decision to stay here or take the Wilmington, NC job. Both good choices, in their own rights, just different. It is ridiculous how difficult this decision has been for me; I feel like I must be retarded or losing my mind. I recall how hard it was to decide to move to Chicago, I tormented with that decision for 2-3 months too.

Pulled out my crystal ball; it stated, "check back later", lol

Sorry to burden you with this.

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, Jun 17, 2016 at 8:41 AM

It's not a burden. I'm always here to listen.

Sent from my iPad

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Sun, Jun 19, 2016 at 8:53 PM

Had an "ah hah" yesterday. A large bill to fill; however, my negotiating points. May result in same turmoil. It will cost much to move my personal property and the extras I request, we'll see

[Quoted text hidden]

000249

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211



Mary Burnsed <chitownmaryjane@gmail.com>

Can i phone you?

4 messages

chitownmaryjane <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Sun, Jun 19, 2016 at 8:54 PM

Sent from my Sprint phone

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Jun 19, 2016 at 8:55 PM

Always

Sent from my iPad

On Jun 19, 2016, at 8:54 PM, chitownmaryjane <chitownmaryjane@gmail.com> wrote:

Sent from my Sprint phone

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Jun 20, 2016 at 8:50 AM

I made banana pudding yesterday; had four visitors. The pudding is gone, but well enjoyed! Didn't get a chance to phone before it got too late. Talked to Mom early last evening, she told me about the storm Friday night.

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Mon, Jun 20, 2016 at 8:59 AM

It was a hell of a storm in spots 1/2 inch of rain and a little wind at my house other places much worse.

Sent from my iPhone

[Quoted text hidden]

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000250



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <Chitownmaryjane@gmail.com>

Wed, Jun 22, 2016 at 10:11 PM

I think he loves me laying in my lap on the recliner

Sent from my iPhone

 photo.JPG
1988K

Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Thu, Jun 23, 2016 at 8:21 AM

They sure aren't hurting! They love you. So cute.

On Wed, Jun 22, 2016 at 10:11 PM, william meier <yukonmeier@me.com> wrote:

I think he loves me laying in my lap on the recliner

Sent from my iPhone

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000251



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

5 messages

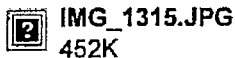
william meier <yukonmeier@me.com>

Fri, Jun 24, 2016 at 1:54 PM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Today let him outside with me and he lays in the sun 95 out . Dopey dog.

Sent from my iPad

**chitownmaryjane** <chitownmaryjane@gmail.com>

Fri, Jun 24, 2016 at 5:00 PM

To: william meier <yukonmeier@me.com>

He loves you and wants to be close. He's a sweetheart.

Sent from my Sprint phone

[Quoted text hidden]

Sent from my iPad

chitownmaryjane <chitownmaryjane@gmail.com>

Mon, Jun 27, 2016 at 6:25 PM

To: william meier <yukonmeier@me.com>

Heavens Sake, put a hat and sunglasses on him! His eyebrows are lighter, he's aging, whaa.

Sent from my Sprint phone

----- Original message -----

From: william meier

Date: 06/24/2016 13:54 (GMT-05:00)

To: Mary Burnsed

Subject: Gator

Today let him outside with me and he lays in the sun 95 out , Dopey dog.

Sent from my iPad

william meier <yukonmeier@me.com>

Mon, Jun 27, 2016 at 6:46 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

000252

I tried he hates his sunglasses and hat sunscreen forget he nips

Sent from my iPhone

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Mon, Jun 27, 2016 at 8:34 PM

What do you mean by nips?

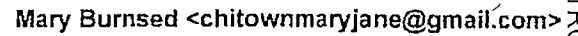
----- Original message -----

From: william meier

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000253



2 messages

Wed, Aug 3, 2016 at 9:37 PM

Wishing you a happy birthday.

Wed, Aug 3, 2016 at 9:50 PM

Sent from my iPad
[Quoted text hidden]

000254



Mary Burnsed <chitownmaryjane@gmail.com>

Need a Break

9 messages

Mary <chitownmaryjane@gmail.com>

Thu, Aug 4, 2016 at 11:56 AM

To: Bill Meier <yukonmeier@me.com>, Tre' Burnsed <eburnsed@graycoinc.com>

There is another delay in my orders; don't know when they'll arrive. Tired of the anxiety and living in limbo. OK, I am tired of buying small jars of mayo too.

Want to take a trip to visit you all before I move from here. I gotta get out of here. I know it is nasty, hot and humid August there, but Faye has gone to Ireland and going to Chicago costs more money.

Any black out dates for you? I'll need to get the dates of leave approved first, then the plethora of paperwork to fly off island....

Love, M

william meier <yukonmeier@me.com>

Thu, Aug 4, 2016 at 11:57 AM

To: Mary <chitownmaryjane@gmail.com>

Only thing i have is a wedding out of town mid september

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>

Thu, Aug 4, 2016 at 12:05 PM

To: william meier <yukonmeier@me.com>

I didn't know people still went to weddings. Actually Faye went to an Indian wedding in Ireland, what'll she come up with next?

[Quoted text hidden]

william meier <yukonmeier@me.com>

Thu, Aug 4, 2016 at 12:07 PM

To: Mary <chitownmaryjane@gmail.com>

Lol only going since a relative and get to see everyone.

Sent from my iPhone

[Quoted text hidden]

Earl Burnsed <eburnsed@graycoinc.com>

Thu, Aug 4, 2016 at 8:09 PM

To: Mary <chitownmaryjane@gmail.com>

Cc: Bill Meier <yukonmeier@me.com>

Your more than welcome here...I can not really set any days aside until the last week on August or the first of September though.

Would be great to see you!

Mr. Bill, Happy Birthday! And you need to come check out the new house too, when you can 😊.

Love y'all

Earl Burnsed

Systems and Software Specialist

Grayco Inc.

22 Sam's Point Rd.

000255

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Beaufort, SC 29907
843-521-8044 Ext 3101 (Office)
843-263-5025 (Mobile)
843-521-8047 (Fax)
eburnsed@graycoinc.com

On Aug 4, 2016, at 11:56 AM, Mary <chitownmaryjane@gmail.com> wrote:

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Earl Burnsied <eburnsed@graycoinc.com>

Fri, Aug 5, 2016 at 8:19 AM

Tre', you're the best. I could squeeze you in half.

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Earl Burnsed <eburnsed@graycoinc.com>

Wed, Aug 10, 2016 at 12:51 PM

Received my orders today; this is good news. If I can leave here early, will visit late Aug. Arrive in Wilmington the 4th or 5th of Sept. Report to work Sept 7th (on their rolls Sept 4th)

Much to schedule before I can commit.

On Thu, Aug 4, 2016 at 8:09 PM, Earl Burnsed <eburnsed@graycoinc.com> wrote:

[Quoted text hidden]

Earl Burnsed <eburnsed@graycoinc.com>
To: Mary <chitownmaryjane@gmail.com>

Wed, Aug 10, 2016 at 1:27 PM

Ohh that's great news. It is going to be a busy month for you. Hope everything works out in your favor and hopefully you can make a trip here and take a break between the move. Love ya!

Tree

From: Mary [mailto:chitownmaryjane@gmail.com]
Sent: Wednesday, August 10, 2016 12:52 PM
To: Earl Burnsed <eburnsed@graycoinc.com>
Subject: Re: Need a Break

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Earl Burnsed <eburnsed@graycoinc.com>

Wed, Aug 10, 2016 at 2:00 PM

When I get settled in my own place (2-3 months) you and Kim can take a five hour road trip and visit, and vice-versa.

I am so ready to get out of here. I miss so much, simple green grass and lots of trees, doctors and dentists, bakery, shopping mall, fresh flowers, newspapers, oh I better get back to work. 🐼

[Quoted text hidden]

000256

000257



Mary Burnsed <chitownmaryjane@gmail.com>

Travel orders vs SC Visit

4 messages

chitownmaryjane <chitownmaryjane@gmail.com>

Tue, Aug 16, 2016 at 7:11 PM

To: Tre' Burnsed <eburnsed@hotmail.com>, Kim Smith <krs_317@yahoo.com>, Bill Meier <yukonmeier@me.com>

I must travel from Jax to NC per travel orders. Can arrive NC Aug 31 or Sep 3. Start work Sep 12. Will rent a car in NC. My car will arrive about Oct, crap. Rental car is on my dime. Any thoughts on time frame to visit SC?

william meier <yukonmeier@me.com>

Tue, Aug 16, 2016 at 7:23 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>

Anytime you want I will be gone weekend of the 17th September other than that I will be here. Bill

Sent from my iPad

[Quoted text hidden]

Earl <eburnsed@hotmail.com>

Wed, Aug 17, 2016 at 5:36 PM

To: chitownmaryjane <chitownmaryjane@gmail.com>, Kim Smith <krs_317@yahoo.com>, Bill Meier <yukonmeier@me.com>

I'm good anytime starting the beginning of September.

Sent on a Sprint Samsung Galaxy Note® II

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Aug 17, 2016 at 7:37 PM

To: Earl <eburnsed@hotmail.com>

Thanks for the reply, much to do. Probably best I not add to the stress, but you know me when I want to do something. Make your plans as you need. Love you and can't wait to see you again.

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000258



Mary Burnsed <chitownmaryjane@gmail.com>

Gator

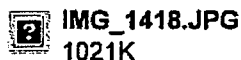
4 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <chitownmaryjane@gmail.com>

Fri, Aug 26, 2016 at 3:26 PM

Just a picture of gators last summer cut of the year. Isn't he handsome.

Sent from my iPad



Mary <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Fri, Aug 26, 2016 at 3:53 PM

He's gorgeous! He looks scared though. Were you holding a treat and telling him to "stay", that is the look he has. Oh Gator Baby.

Can you get a record of vaccinations. No rush.

On Fri, Aug 26, 2016 at 3:26 PM, william meier <yukonmeier@me.com> wrote:
Just a picture of gators last summer cut of the year. Isn't he handsome.

Sent from my iPad

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, Aug 26, 2016 at 4:08 PM

You thinking it's wise to uproot him again? I have all the records.

Sent from my iPad
[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Fri, Aug 26, 2016 at 6:20 PM

Not sure if I should move him. I mentioned this in your birthday card.

[Quoted text hidden]

000259

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Mary Burnsed <chitownmaryjane@gmail.com>

MaryB is in Wilmington

3 messages

Mary <chitownmaryjane@gmail.com>

Thu, Sep 1, 2016 at 12:38 PM

To: Tre' Burnsed <eburnsed@graycoinc.com>, Graham Burnsed <graham.burnsed@gmail.com>, Bill Meier <yukonmeier@me.com>

Staybridge Suites 910.202.8500 Ste 410

Earl Burnsed <eburnsed@graycoinc.com>

Thu, Sep 1, 2016 at 4:51 PM

To: Mary <chitownmaryjane@gmail.com>

Ohh Good! Hope the travels went well and you get settled in well and just in time to catch hurricane Hermine ☺ Love ya!

Earl Burnsed

Systems and Software Specialist

Grayco Inc.

22 Sam's Point Rd.

Beaufort, SC 29907

843-521-8044 Ext 3101 (Office)

843-263-5025 (Mobile)

843-521-8047 (Fax)

eburnsed@graycoinc.com

From: Mary [mailto:chitownmaryjane@gmail.com]

Sent: Thursday, September 1, 2016 12:38 PM

To: Earl Burnsed <eburnsed@graycoinc.com>; Graham Burnsed <graham.burnsed@gmail.com>; Bill Meier <yukonmeier@me.com>

Subject: MaryB is in Wilmington

Staybridge Suites 910.202.8500 Ste 410

william meier <yukonmeier@me.com>

Thu, Sep 1, 2016 at 10:38 PM

To: Mary <chitownmaryjane@gmail.com>

First rain from Hermine just starting

000260

Sent from my iPhone

On Sep 1, 2016, at 12:38 PM, Mary <chitownmaryjane@gmail.com> wrote:

Staybridge Suites 910.202.8500 Ste 410

000261



Mary Burnsed <chitownmaryjane@gmail.com>

Pics

4 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <Chitownmaryjane@gmail.com>

Tue, Sep 6, 2016 at 7:56 PM

Here are two a couple months old love talking to you

Sent from my iPad

2 attachments



IMG_1207.JPG
853K



IMG_1210.JPG
1364K

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Sep 6, 2016 at 10:36 PM

Maybe an older pic? Your chin is not a strong point

[Quoted text hidden]

Sent from my iPad

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Wed, Sep 7, 2016 at 6:28 PM

Only pics of me I have

Sent from my iPad

[Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Wed, Sep 7, 2016 at 6:48 PM

The pics are fine, thanks. The coworker's name is Dan. Showed him your pics and he was surprised. He was born in 1958 in Seattle. He even smooth, tanned skin like you. I tell you it is amazing how much you two look alike.

----- Original message -----

From: william meier

[Quoted text hidden]

000262

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Mary Burnsed <chitownmaryjane@gmail.com>

MaryB in Bft

5 messages

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Tue, Sep 27, 2016 at 4:45 PM

I'll be Bft next week. Oct 3 (late) - Oct 8. Flying to JAX to pick up the Volvo and stopping for a visit.

Other than Gator, is any of "stuff" at your place? My "stuff" is in different places. I'm still living in the hotel suite (getting spoiled too).

Will you please let me know when I can visit Gator, ha 

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Tue, Sep 27, 2016 at 5:44 PM

You can visit gator anytime the back of house is unlocked. Not sure of my schedule for next week at this point. Of course I will make some time to spend with you if you want. Love you Bill

Sent from my iPad
 [Quoted text hidden]

chitownmaryjane <chitownmaryjane@gmail.com>
To: william meier <yukonmeier@me.com>

Tue, Sep 27, 2016 at 7:37 PM

Very well, see you next week.

Sent from my Sprint phone
 [Quoted text hidden]

william meier <yukonmeier@me.com>
To: chitownmaryjane <chitownmaryjane@gmail.com>

Sun, Oct 2, 2016 at 12:25 PM

Did you get my text ?

Sent from my iPhone
 [Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Sun, Oct 2, 2016 at 12:28 PM

Yes. You're off Wed

[Quoted text hidden]

000263

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211



Mary Burnsed <chitownmaryjane@gmail.com>

Pic

2 messages

william meier <yukonmeier@me.com>
To: Mary Burnsed <Chitownmaryjane@gmail.com>

Fri, Jan 20, 2017 at 1:31 PM

Martha and I a few nights ago in hot tub. Think it's a good picture of us.

Sent from my iPad



IMG_1163.JPG
409K

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Fri, Jan 20, 2017 at 2:55 PM

nice.

On Jan 20, 2017 1:31 PM, "william meier" <yukonmeier@me.com> wrote:

Martha and I a few nights ago in hot tub. Think it's a good picture of us.

Sent from my iPad

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000264



Mary Burnsed <chitownmaryjane@gmail.com>

Atlantic Hurricane Map with reference coordinates

5 messages

Mary <chitownmaryjane@gmail.com>

Tue, Sep 5, 2017 at 4:21 PM

To: Tre' Burnsed <eburnsed@graycoinc.com>, Graham Burnsed <graham.burnsed@gmail.com>, Kim Smith <krs_317@yahoo.com>, Bill Meier <yukonmeier@me.com>

Added GPS coordinates for Miami, Tampa Bay, Ladys Island, Port Royal, Eastover (Columbia) SC and Wilmington NC to the map for easy, visual reference.

AtlanticHurricane_Track_chart.pdf
718K

Earl Burnsed <eburnsed@graycoinc.com>

Tue, Sep 5, 2017 at 4:54 PM

To: Mary <chitownmaryjane@gmail.com>, Graham Burnsed <graham.burnsed@gmail.com>, Kim Smith <krs_317@yahoo.com>, Bill Meier <yukonmeier@me.com>

Shrimping season starts Friday...

<https://www.youtube.com/watch?v=0Doyh7gGeoo>

From: Mary [mailto:chitownmaryjane@gmail.com]

Sent: Tuesday, September 5, 2017 4:21 PM

To: Earl Burnsed <eburnsed@graycoinc.com>; Graham Burnsed <graham.burnsed@gmail.com>; Kim Smith <krs_317@yahoo.com>; Bill Meier <yukonmeier@me.com>

Subject: Atlantic Hurricane Map with reference coordinates

Added GPS coordinates for Miami, Tampa Bay, Ladys Island, Port Royal, Eastover (Columbia) SC and Wilmington NC to the map for easy, visual reference.

william meier <yukonmeier@me.com>

Tue, Sep 5, 2017 at 4:56 PM

To: Mary <chitownmaryjane@gmail.com>

What should I do with this?

Sent from my iPad

> On Sep 5, 2017, at 4:21 PM, Mary <chitownmaryjane@gmail.com> wrote:

> Added GPS coordinates for Miami, Tampa Bay, Ladys Island, Port Royal, Eastover (Columbia) SC and Wilmington NC to the map for easy, visual reference.

000265

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> <AtlanticHurricane_Track_chart.pdf>

Mary <chitownmaryjane@gmail.com>
To: Tre' Burnsed <eburnsed@graycoinc.com>

Tue, Sep 5, 2017 at 5:41 PM

I remember that part.

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Tue, Sep 5, 2017 at 6:17 PM

Just reference. Frame it.

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000266



Mary Burnsed <chitownmaryjane@gmail.com>

Fwd:

5 messages

william meier <yukonmeier@me.com>

Fri, Sep 15, 2017 at 11:06 AM

To: Mary Burnsed <chitownmaryjane@gmail.com>

Gator went to vet today had a growth that showed up last night. Not cancerous video shows them draining it. Good news he was great during the procedure. Warning it is a little gross. All is well just keeping you updated. Bill

Sent from my iPad

Begin forwarded message:

From: Animal Medical Center of the Lowcountry <animalmedicalcenter843@gmail.com>**Date:** September 15, 2017 at 10:38:31 AM EDT**To:** yukonmeier@me.com, yukonmeier@hargray.com**Subject:** Fwd:

----- Forwarded message -----

From: Mr. & Mrs. Smith <nicholas.victoria.smith@gmail.com>**Date:** Fri, Sep 15, 2017 at 10:36 AM**Subject:****To:** animalmedicalcenter843@gmail.com

Download Attachment

Available until Oct 15, 2017

Click to Download

IMG_1490.MOV

0 bytes

Sent from my iPhone

000267

Mary <chitownmaryjane@gmail.com>

Fri, Sep 15, 2017 at 4:39 PM

To: william meier <yukonmeier@me.com>

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

Oh dear. Where is the growth? How is Gator now? Appears to be attachment to your email, unfortunately not able to download.
Leaving office now.

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, Sep 15, 2017 at 4:44 PM

Gator is fine it was above left front paw. It was a curvaceous cyst saw it last night almost double this am so off to vet. They drained it he is sleeping now no pain at all had some drainage this afternoon but all is good.

Sent from my iPhone

[Quoted text hidden]

Mary <chitownmaryjane@gmail.com>
To: Bill Meier <yukonmeier@me.com>

Fri, Sep 15, 2017 at 5:09 PM

Sebaceous? He's not a girl and curvaceous. Good you noticed.

[Quoted text hidden]

william meier <yukonmeier@me.com>
To: Mary <chitownmaryjane@gmail.com>

Fri, Sep 15, 2017 at 7:38 PM

Yes whatever not or doctor or english major but you got the idea

Sent from my iPhone

[Quoted text hidden]

ELECTRONICALLY FILED - 2018 Aug 15 9:29 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0700211

000268

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

RICHARD WALTER MEIER AND
THE ESTATE OF WILLIAM CARL
MEIER, BY AND THROUGH CONRAD
MEIER, PERSONAL REPRESENTATIVE,

Plaintiff,

vs.

MARY J. BURNSED AND
TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, INC.,

Defendants.

) IN THE COURT OF COMMON
) PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2018-CP-07-00211

) AFFIDAVIT OF GANIYAT "FAYE"
) LEFFLER

PERSONALLY APPEARED before me, *GANIYAT "FAYE" LEFFLER*, who being duly sworn deposes and states the following:

I met Mary Burnsed shortly after she started working at United States Army Corps of Engineers, Chicago District in May 2004. We instantly became friends and have been close friends ever since, even after her move from Chicago. Through the course of our relationship, I have gotten to know most of her family and close friends back in her home of South Carolina. I have met most of her immediate family and some friends, including Bill Meier at various occasions.

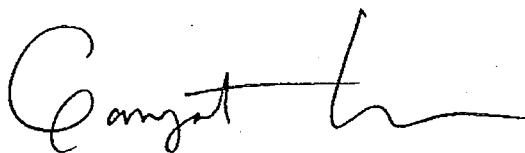
Shortly after I met Mary at work, I noticed a picture of Bill and her on her desk and asked her about him. She told me the story of their relationship. Bill and Mary became great friends which led to an intimate relationship. They got married and divorced many years after. I always wondered why they ever got divorced, but realized that they were better partners without marriage. Bill comes up in lots of our conversations. She talks about their boating experiences, ski trips, his family on the East coast, and his dog (Uconn), which he named after his University. I knew Bill even before I met him.

Bill's first visit to Chicago was after Mary purchased her home in Wheaton, IL in 2004. Venita, Mary's mom, does not care to fly, so Bill decided to drive up to Chicago with

Venita. Mary planned a gathering at her home which I attended. This was the first time I met Bill. Bill was very pleasant, and I can tell he deeply cared for Mary from our conversations at the gathering.

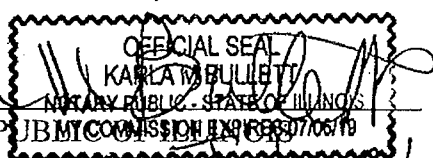
Sometime after his visit, he planned a ski trip for Mary's birthday. I recalled Mary excitement for the trip and fun stories from the trip. Mary visited South Caroline once or twice a year to visit her family and friends. She looks forward to her visits to see her kids and Bill. She usually stays at Bill's home during her visits. In April 2007, I accompanied her on one of her visits to South Carolina. It was her mom's 75th birthday party. Bill picked us up at the airport with flowers for both Mary and I. He was the upmost gentleman. We stayed at his place, and he ensured I was comfortable during my stay. He let us use one of his vehicles to explore the city. Mary and I visited Hunting Island Lighthouse and stopped for shrimp burger on our way to the island. I spent a lot of time with Bill during this visit. We spent most mornings on this back porch enjoying the morning sun and coffee. We talked about his construction projects and his vintage vehicle shows. He gave us a tour of one of the beautiful homes he remodeled. We had a huge feast of shrimp gumbo and spinach corn bread for dinner at his place, and I enjoyed listening to stories of Mary and Bill adventures together. I had a great time on my trip to South Caroline and enjoyed spending time with Bill and Mary's family.

Mary and Bill are constantly on the phone talking. I will estimate most days. She would tell me about their conversations. I knew when he started repair work on a vintage vehicle or when he had difficulty finding construction work. Bill is her vent outlet. He listened when she has difficult days at work or shared her joy when her youngest son got accepted into the Army. Mary and Bill have a great friendship and a long history together. They look out for each other.



GANIYAT "FAYE" LEFFLER

SWORN to before me this
14th day of JUNE, 2018

 OFFICIAL SEAL
KARLA M. BULLETT
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires: 06/06/2019

1 State of South Carolina) Court of Common Pleas
2 County of Beaufort) 14th Judicial Circuit
No.: 2018-CP-07-00211

3 RICHARD WALTER MEIER AND)
4 THE ESTATE OF WILLIAM CARL)
5 MEIER, BY AND THROUGH)
6 CONRAD MEIER, PERSONAL)
7 REPRESENTATIVE,)

8 Plaintiff(s),)

9 vs.)

10 MARY J. BURNSED AND)
11 TRANSAMERICA PREMIER LIFE)
12 INSURANCE COMPANY, INC.,)

13 Defendant(s).)

HEARING

March 11, 2019

COPY

13 Hearing reported by Deborah S. Thomas,
14 Certified Verbatim Reporter and Notary Public in and
15 for the State of South Carolina; said hearing held
16 before Honorable Marvin H. Dukes, III, Beaufort
17 County Master in Equity and Special Circuit Court
18 Judge in accordance with the South Carolina Rules of
19 Civil Procedure, at the Beaufort County Courthouse,
20 102 Ribaut Road, Room 212, Beaufort, South Carolina
21 on March 11th, 2019, at the hour of 12:34 p.m.

22 _____
23 DEBORAH S. THOMAS, CVRM
24 156 Argent Way
25 Bluffton, South Carolina 29909
(803) 206-7390

000271

Appearances

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000272

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* * * * *

EXHIBIT INDEX

Exhibits: Marked at Page
(None were proffered.)

* * * * *

000273

1 This hearing is conducted in
2 accordance with the South Carolina Rules of Civil
3 Procedure.

4 JUDGE DUKES: Good afternoon. We're
5 here in 2018-CP-07-00211. This is Meier, et al
6 versus Burnsed. And this is Mary Burnsed's motion
7 for summary judgment. And are you representing
8 Mary?

9 MR. RICHARDSON: I do, Your Honor.

10 JUDGE DUKES: Happy to hear from you,
11 sir.

12 MR. RICHARDSON: I'm glad to address
13 the court this afternoon. Jim Richardson
14 representing Mary Burnsed. Your Honor, have you had
15 the opportunity to review the memorandum which we
16 sent to you last week?

17 JUDGE DUKES: I glanced over it. I
18 cannot say I -- if you would tell me about it, that
19 would be very helpful.

20 MR. RICHARDSON: That's good. Your
21 Honor, Mary and William were married in 1998. Soon
22 after their marriage William took out a quarter of a
23 million dollar life insurance policy on his life
24 with his wife Mary as the beneficiary.

25 The marriage didn't go well and by 2002

1 they decided to call it quits and divorce. As
2 sometimes happens, these ex-spouses were better good
3 friends after divorce than they had been spouses
4 during divorce.

5 They stayed in constant touch with each
6 over the next 15 years until Ms. Burnsed's death in
7 2017. They met often in Chicago, Beaufort and other
8 places. They stayed in touch with letters and
9 e-mails and texts. Mary avers that William told
10 her, you know that I have left you as beneficiary on
11 my policy, don't you?

12 It's in evidence on -- in an affidavit
13 that Mr. Kuhn submitted in behalf of his client that
14 William was advised 18 months or 15 months before
15 his death, you know you can change your beneficiary
16 if you want to. And, of course, an educated man
17 like that who has been paying \$200 a month on of big
18 policy for 15 years clearly would know how to change
19 the beneficiary if he wanted to.

20 He didn't. He died suddenly in 2017 at a
21 fairly early age. Meanwhile, in 2013, 11 years
22 after this divorce, the South Carolina General
23 Assembly -- well, let me back up just a little bit.
24 It had been the law for some time that upon divorce
25 by operation of statute some things are revoked

1 automatically by operation of law.

2 For example, if your spouse is a
3 beneficiary under your will, then at the moment the
4 divorce decree is entered, that designation is
5 revoked. Of course, you can reestablish it by a
6 codicil or a new will if you want to. But if you
7 want your ex -- now ex spouse to remain a
8 beneficiary, you can reincarnate that will.
9 Hopefully, you don't die before you do that.

10 In 2013, the General Assembly added to the
11 list of things that are revoked by divorce, a life
12 insurance beneficiary. The statute says that this
13 Act, Act Number 100 of 2013, will take effective on
14 January the 1st, 2014.

15 The contingent beneficiary of this life
16 insurance policy was Mr. Kuhn's client Richard.
17 Richard brought this lawsuit claiming that by Act
18 100 of 2013, William's designation of Mary as his
19 beneficiary was automatically revoked. Even though
20 the divorce occurred 11 years before the act was
21 passed.

22 The question of this case is a simple one,
23 is Act Number 100 of 2013 retroactive so as to apply
24 to any and all divorces that occurred prior to
25 January 1, 2014, stated to be the effective date of

1 this law.

2 In all cases of argumentative retroactive
3 application of a statute, the law starts with a
4 presumption which the U.S. Supreme Court has said is
5 one of the strongest in our law and predates our
6 Republic by hundreds of years. And that is a
7 presumption that a statute is not intended to be
8 retroactive.

9 South Carolina's Law of Retroactivity is
10 identical to that of the U.S. Supreme Court and the
11 Fourth Circuit Court of Appeals. Our Supreme Court
12 cites these Federal retroactivity cases all the
13 time. They're literally interchangeable.

14 So we start with a presumption that a law
15 such as this is not intended to be retroactive.
16 There's one case we cite in our memo which says that
17 the recitation in the statute of an effective date,
18 which, of course, this one has, is not even arguably
19 any evidence of an intent for retroactive
20 application.

21 The question at least of first is one of
22 legislative intent. Did the General Assembly intend
23 for this statute to reach back in time and to apply
24 to divorces that were entered prior to the enactment
25 of the statute.

1 The law on legislative intent for
2 retroactive application is -- the standard is the
3 same as that in a criminal trial. It has to be
4 clear beyond a reasonable doubt that the General
5 Assembly intended retroactive application or else it
6 is not.

7 Now, the legislature can say in a single
8 word this statute is retroactive. They say that
9 maybe once a decade I think. They certainly did not
10 say it in this statute. I personally was involved
11 in a case where the insurance department drafted a
12 bill which it submitted to the legislature calling
13 for the operation of the bill to be retroactive.

14 The legislature passed the bill after
15 striking the provision calling for retroactive
16 application. So it's a rare thing that the General
17 Assembly is ever going to intend for any law to be
18 applied retroactively.

19 Now, if there is no express intent in the
20 statute for retroactive application, it's always
21 conceivable that it's to be implied. But, again,
22 the standard is the same. It has to be clear beyond
23 a reasonable doubt that the statute by implication
24 is intended to be retroactive. There is no such
25 implication in this statute. None whatsoever.

1 The Plaintiff has cited five cases from
2 other jurisdictions which allegedly stand for the
3 proposition that statutes like this one in other
4 jurisdictions are retroactively applied.

5 Now, the Plaintiff, represented by
6 Mr. Kuhn, has already moved for summary judgment in
7 their favor in this case because there are no
8 material issues -- genuine issues of material fact.
9 There are none. One side or the other is entitled
10 to summary judgment in this case. No doubt about
11 it.

12 The Plaintiff moved for summary judgment.
13 Their motion appeared on a roster of Judge Buckner.
14 Our motion -- our counter motion was also pending,
15 but did not appear on his roster. And Judge Buckner
16 said I'm only going to hear cases on my roster. And
17 that was the one motion for summary judgment by the
18 Plaintiff, Richard Meier.

19 Judge Buckner took two months to write his
20 order. It was entered on August the 10th, 2018. A
21 lengthy order which we have attached to our
22 memorandum and incorporated in our memo. Judge
23 Buckner denied the Plaintiff's motion for summary
24 judgment and held that this statute is not
25 retroactively applicable. Unless Judge Buckner's

1 ruling is to be overruled today, we are entitled to
2 summary judgment.

3 And of course, with all respect, one
4 circuit Judge, as we all know, cannot overrule
5 another. Your Honor, there's one further reason why
6 we think this case goes one way and one way only.
7 We all know that a court is always going to search
8 for any construction of a statute that avoids a
9 serious constitutional question.

10 Not only would this be a serious
11 constitutional question, we think without a doubt
12 this law would be unconstitutional if it reached
13 back in time to deny William Meier the vested right
14 to maintain a beneficiary of his choice.

15 Now, Judge Buckner has distinguished all
16 five cases from other jurisdictions relied upon by
17 the Plaintiff Richard Meyer. And we don't want to
18 reinvent that wheel. We invite the court's
19 attention to Judge Buckner's reasoning. We've added
20 a little bit to it in our memorandum.

21 But suffice it to say we think there is no
22 substantial support in other jurisdictions for a
23 claim that this statute could be retroactively
24 applied. Interestingly, there was a U.S. Supreme
25 Court case this past summer involving I think it was

1 Minnesota's revocation case -- revocation statute
2 where the statute is passed. Four years later the
3 divorce occurs. So there's no retroactive
4 application in that case. And it's hard for me to
5 even see how a constitutional issue could arise
6 under those circumstances.

7 Sure enough, the Supreme Court said eight
8 to one, that's not unconstitutional. If the statute
9 precedes the divorce, there is no constitutional
10 issue. Even there, Justice Gorsuch dissented and
11 made a very strong argument that even under those
12 circumstances the vested, contractual right of the
13 policy purchaser which was matured and vested when
14 he bought the policy would be abridged by such a
15 law.

16 But that is not this case because this
17 case involves divorce, then statute, then death. So
18 the court doesn't get to the constitutional issue in
19 this case. The only -- the only point of this is
20 that to avoid a serious constitutional question, the
21 court needs to do only one simple thing and that is
22 to hold as Judge Buckner did that this statute does
23 not apply retroactively. Thank you.

24 JUDGE DUKES: All right. Thank you
25 so much. Mr. Kuhn?

1 MR. KUHN: If it please the court,
2 Your Honor, Fred Kuhn here on behalf of the
3 Plaintiff's brother and son of the decedent Bill
4 Meier. The affidavits that we've submitted show
5 that it was Bill Meier's wish that his family
6 receive all the assets of his estate in the event he
7 should pass as opposed to an ex-wife with whom he
8 had admittedly remained friends. He had lots of
9 friends. I don't think he wanted to make any of his
10 friends the beneficiary of his life insurance policy
11 which is basically the only asset of his estate.

12 He and Mary Burnsed were married at the
13 time he took the policy out, so he named her as the
14 primary beneficiary. His son Conrad from a prior
15 relationship was a minor at the time. So Bill named
16 his brother Richard as the contingent beneficiary
17 knowing that Richard would take care of Conrad in
18 the event something happened to him.

19 He and Mary, as my colleague has pointed
20 out, got divorced and remained friends after their
21 divorce. He did not change the beneficiary
22 designations on his life insurance policy. Not only
23 after he got divorced, but not only once Conrad
24 became of majority. He left his ex-wife and brother
25 as beneficiaries.

1 The legislature then passed this statute,
2 and the language of the statute is pretty clear. It
3 revokes an ex-spouse as the beneficiary of a life
4 insurance policy. Our statute is modeled after the
5 Uniform Probate Court Code which has been adopted by
6 many, many states. And while South Carolina
7 appellate courts have not faced this issue, the
8 appellate courts of many other states have.

9 And as it's been pointed out, of the --
10 there are at least five states that have looked at
11 this issue. Policies taken out, divorce takes
12 place, statute goes into effect. The named insured
13 passes away. Does the statute bar that ex-spouse
14 where the insured failed to change the beneficiary
15 designation and they concluded, yes, it does.

16 Looking at a number of issues. First,
17 they look at what's the purpose of this statute.
18 Well, the purpose is because often people get
19 divorced. Through inattention as opposed to
20 intention, they fail to change the designation on
21 their life insurance policy thinking they'll get
22 around to it someday. And they fail to do so.

23 And it has popped up to where the
24 legislation believes that the insureds most likely
25 did not want their ex-spouse to get the policy.

1 They'd rather it go to their children, their loved
2 ones. And so they passed the statute to remediate
3 to fix that common problem. So it has a remedial,
4 corrective purpose.

5 Secondly, they note it does not have
6 retroactive, unconstitutional application because
7 the statute does not go into effect until the
8 insured dies. It doesn't go into effect when the
9 divorce takes place. It doesn't go into effect when
10 a life insurance policy is taken out. It goes into
11 effect when the insured dies. That happens
12 afterwards. So it's not retroactive in application.

13 And the speculation that Bill would have
14 wanted his ex-wife to get these proceeds is equally
15 as speculative as the fact that perhaps he just knew
16 about this statute and realized he didn't have to
17 change it because there's a statute out there that
18 says if I get divorced that revokes my beneficiary
19 designation.

20 JUDGE DUKES: Of course, then he
21 wouldn't have had the conversation with Karen
22 Cummings, right?

23 MR. KUHN: And that gets into the
24 legislative purpose of this. Obviously, he intended
25 to change it. And this isn't a situation where Mr.

1 Meier was diagnosed with some incurable disease and
2 the doctor said you got six months to live. You
3 need to get your effects in order. As his friend
4 that he was playing golf with points out, he was
5 perfectly good on -- when he teed off. And by the
6 time they got to the green, he was dead.

7 And as my colleague has pointed out, he
8 died unexpectedly at a relatively young age.
9 Obviously thinking he had plenty of time to get
10 around to stuff like this. It does not impair
11 vested right. The beneficiary -- the beneficiary
12 who's designated on a life insurance policy has no
13 vested rights, so it doesn't impair contracts.

14 The courts have looked at these -- these
15 issues and rejected them one by one noting that in
16 the end the legislative purpose, the legislative
17 intent should prevail. I had filed a memorandum in
18 support of my motion for summary judgment, which I
19 would rely on in opposition to the pending motion.
20 This was filed June of last year. And I would ask
21 Your Honor to look at the cases cited in that
22 memorandum.

23 And as a final note, I would not that
24 Judge Buckner simply denied my motion for summary
25 judgment. And, of course, the denial of a motion

1 for summary judgment is not appealable. So, you
2 would not be overruling Judge Buckner by denying
3 their motion for summary judgment. And I'd ask Your
4 Honor to -- respectfully to deny the pending motion.

5 JUDGE DUKES: Okay. Thanks. Mr.
6 Richardson, let me ask you this. The Rules of
7 Construction 62-1-102, to discover and make
8 effective the intent of the decedent in the
9 distribution of his property. I guess what's giving
10 me pause is that same affidavit I was reading a
11 second ago where they met in Emily's down the street
12 over here and he -- at least, according to her
13 affidavit, expressed his intent to leave that
14 particular life insurance policy, to -- I don't even
15 know if it said his son -- wanted to change it, I
16 guess. And I guess I'm thinking scintillas and all
17 that stuff. What -- is that not some evidence of --

18 MR. KUHN: No, sir, it's not.

19 JUDGE DUKES: Okay.

20 MR. KUHN: Because there's only one
21 way to change the beneficiary of your life insurance
22 policy. You can have a million people testify that
23 he meant for it to go other than the way it does go.
24 The fact is, and there are any number of cases that
25 say this in South Carolina, if you want to change

1 the beneficiary of your life insurance policy,
2 there's one way to do it and one way only. And that
3 is the way that the policy prescribes.

4 In this case, he had send written notice
5 to the carrier. That had to be accepted and
6 endorsed by the President or the Secretary. That
7 has to be done at least, substantially. And if it's
8 not, doesn't matter if there's a million people that
9 say, well, we think he should have -- he should have
10 left it to somebody else.

11 That does not raise -- those affidavits do
12 not raise a material issue -- genuine issue of
13 material fact. This case is one of law and law
14 purely. And we've got affidavits on the other side,
15 of course, that show just the contrary. That he
16 told Mary, you know that you're still my
17 beneficiary.

18 And incidentally, he could have left it as
19 a contingent beneficiary to his son. It doesn't
20 matter if he's a minor or not. He didn't. He left
21 it to his brother. If the brother prevails here,
22 the brother gets the money, not the son. But none
23 of that -- none of that is -- raises a genuine issue
24 of material fact, Your Honor.

25 And one side or the other is entitled to

1 summary judgment. I don't see how we could both be
2 denied it. There's nothing to be tried. There are
3 no facts to be tried here. If we have a trial then
4 it's simply competing verdicts for directed verdict
5 -- competing motions for direct verdict. Exactly
6 the same issue as you have here today.

7 Now, let me say this about the cases that
8 my friend cites. He cites five cases. We
9 distinguished them all in our memorandum before
10 Judge Buckner. Judge Buckner read them. He didn't
11 just incorporate our memo. He read them and
12 distinguished all five of them himself. And we
13 incorporate his memorandum -- I mean, his order in
14 our memo.

15 These cases -- for example, two of those
16 five was not as my friend says. It wasn't a divorce
17 and then statute. It was statute and then divorce.
18 Just like that U.S. Supreme Court case I mentioned.
19 That's not retroactive at all. He says the statute
20 only applies when the man dies. The statute says
21 that upon divorce the revocation takes place.

22 The question is whether this statute
23 reaches back in time to God knows how many divorces
24 entered prior to January 1, 2014, and revokes life
25 insurance beneficiaries.

1 As Judge Buckner said in his order, what
2 is the man supposed to do in the 11 years after his
3 divorce. Is he going to hire a lawyer to monitor
4 the doings of the General Assembly to make sure they
5 don't try to countermand his intended beneficiary
6 here? Nobody would ever think of doing that.

7 And it is not the -- when we get down to
8 the contract issue, the obligation of contracts and
9 the abridgment of contracts, it's not the
10 beneficiaries rights we're talking about. It's the
11 owner of the policy. He has the right, the vested
12 right to choose his beneficiary and to keep that
13 beneficiary designation in place.

14 Thank you.

15 JUDGE DUKES: Thank you so much. Mr.
16 Kuhn, anything else?

17 MR. KUHN: I believe we would have
18 right to call these people. And while the facts may
19 not be in dispute, the inferences to be drawn from
20 the facts I think are at issue. We obviously
21 disagree, Mr. Richardson and I, on, well, the
22 interpretation of Karen Cummings' affidavit.

23 MR. RICHARDSON: I think all that
24 evidence would be clearly inadmissible, Your Honor.
25 There's one way to change a beneficiary and one

1 only.

2 MR. KUHN: Well --

3 MR. RICHARDSON: It doesn't matter if
4 a thousand people say you intended something else.
5 That's utterly irrelevant.

6 MR. KUHN: Disagree. I think this is
7 the classic case that the legislature was intending
8 to address when it enacted the statute. You've got
9 someone who dies unexpectedly who obviously intended
10 to leave his policy to his family as opposed to an
11 ex-spouse. And, unfortunately, passed away before
12 he got that done. I think this is exactly the
13 situation that the statute is designed to correct
14 and address.

15 JUDGE DUKES: The conversation with
16 Ms. Cummings was in 2016. The divorce was -- when
17 was the divorce?

18 MR. RICHARDSON: 2002.

19 JUDGE DUKES: 2002.. And then he
20 passed away in '18, I guess.

21 MR. KUHN: 2018.

22 MR. RICHARDSON: He's been
23 maintaining this policy for 14 years, \$200 a month
24 knowing who the beneficiary is before this alleged
25 conversation with Ms. Cummings,

1 JUDGE DUKES: Interesting. All
2 right. Well, let me -- let me read these things
3 you've given me, and I will let you all know
4 something as quickly as possible. If you don't hear
5 from me in 10 days, please send me and Heather an
6 email saying, what in the heck are you doing down
7 there in Beaufort? You haven't ruled on this, yet.

8 MR. RICHARDSON: Thank you, Judge.

9 MR. KUHN: Thank you, Your Honor.

10 JUDGE DUKES: Thank you so much. Off
11 the record.

12 (Whereupon, the hearing was concluded
13 at 1:58 p.m.)

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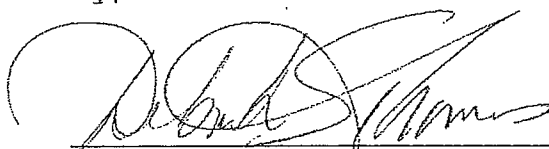
Certificate of Reporter

I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of Richard Walter Meier, et al v. Mary J. Burnsed, et al, on the 11th day of March, 2019, and that the foregoing pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to H. Fred Kuhn, Jr., Moss Kuhn & Fleming, PA, Post Office Drawer 507, Beaufort, South Carolina 29901

In witness whereof, I set my hand and sealed this 16th day of May, 2019.



Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

My Commission
expires 2/7/28



000292

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE BEAUFORT COUNTY
COURT OF COMMON PLEAS

HONORABLE MARVIN H. DUKES, III
BEAUFORT COUNTY MASTER-IN-EQUITY AND
SPECIAL CIRCUIT COURT JUDGE

CASE NO.: 2018-CP-07-00211

RECEIVED
OCT 11 2019
SC Court of Appeals

Richard Walter Meier and the Estate of
William Carl Meier, by and through Conrad Meier,
its Personal Representative,

Appellants,

vs.

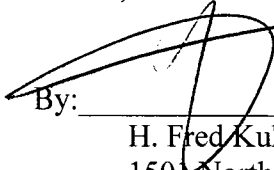
Mary J. Burnsed,

Respondent.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material
proposed to be included by any of the parties and not any other material.

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