

AMENDED RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2012-CP-40-8310

LINDA CAMPBELL, M.D.,

Appellant ,

v.

ALLEN S. GUIGNARD AND
ASHLIN POTTERFIELD,

Respondent

AMENDED RECORD ON APPEAL

Wm. Gary White, III.

and Robert W. Rushing, Jr.

2009 Lincoln Street

Columbia, South Carolina 29000

(803) 767-3953

Attorneys for Appellant

RECEIVED

AUG 22 2014

SC Court of Appeals

INDEX

1. Order of September 24, 2013; p.1-14
2. Order of July 12, 2013; p.15-18
2. Family Court Decree of August 11, 2004; p. 19=28
3. Complaint; p. 29-34
4. Answer of Appellee Potterfield; p.35-40
5. Transcript of Proceedings, hearing of August 6, 2013 pp.1-17; p.41-58
6. Affidavit of Alberto J. Gonzalez, M.D., dated July 23, 2013; p.59
7. Statement of Alberto J. Gonzalez, M.D., dated March 27, 2013; p.60
8. Linda Campbell Deposition; p.61-240
9. Campbell Deposition Exhibit 1; p.241-245
10. Campbell Deposition Exhibit 2; p. 246
11. Campbell Deposition Exhibit 11; p. 247-251
12. Campbell Deposition Exhibit 12; p.252
13. Campbell Deposition Exhibit 14; p.253-263
14. Campbell Deposition Exhibit 16; p.264-267
15. Campbell Deposition Exhibit 17; p.268-269

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2012-CP-40-8310

Linda Campbell, M.D.,

Plaintiff,

vs.

Allen S. Guignard and Ashlin Potterfield,

Defendants.

ORDER

JEANETTE W. McBRIDE
C.C.P. & G.S.

2013 SEP 24 AM 9:07

RICHLAND COUNTY
FILED

INTRODUCTION

This matter is before the Court on the motion by Defendant Ashlin B. Potterfield, Esquire, ("Potterfield") for summary judgment, filed June 6, 2013, as to each claim asserted against her by Plaintiff Linda Campbell, M.D. ("Campbell") in her Complaint.¹ The Court heard oral argument of Potterfield's motion on August 6, 2013. Present were William Gary White, III, attorney for Plaintiff Campbell, and Sam Sammataro, attorney for Defendant Potterfield. After hearing oral argument and reviewing the parties' submissions, the Court hereby grants Potterfield's motion in its entirety for the reasons set forth below in greater detail.

¹ Plaintiff also named Allen S. Guignard ("Guignard") as a Defendant in this action. It is alleged that Guignard was Campbell's husband prior to suing her for divorce. (Compl., ¶ 3) Certain of Campbell's claims against Guignard were disposed of via Consent Order Partially Resolving Rule 12 Motions of Defendant Allen S. Guignard, entered April 29, 2013. Campbell's remaining allegations against Guignard were disposed of via Order Dismissing Plaintiff's Remaining Claims Against Allen S. Guignard, entered July 12, 2013, and discussed in greater detail, *infra*.

LEGAL STANDARD

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC; *Baughman v. Am. Telephone & Telegraph Co.*, 306 S.C. 101, 114-115, 410 S.E.2d 537, 545 (1991). The party seeking summary judgment bears the "initial responsibility of demonstrating the absence of a genuine issue of material fact." *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545 (citing *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986)). Once this initial burden has been met, the party opposing summary judgment must, under Rule 56(e), "do more than simply show that there is some metaphysical doubt as to the material facts' but must come forward with specific facts showing that there is a genuine issue for trial." *Id.* (*Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87 (1986) (internal citation omitted)). "Indeed, Rule 56(e) specifically prohibits the nonmoving party from resting upon the mere allegations or denials of its pleadings." *Id.* (citing *Moody v. McLellan*, 295 S.C. 157, 367 S.E.2d 449 (Ct. App. 1988) (additional citation omitted)).

In determining the appropriateness of granting summary judgment, the Court is not "required to single out some one morsel of evidence . . . to create an issue of fact that is not genuine." *Englert, Inc. v. Netherlands Ins. Co.*, 315 S.C. 300, 302, 433 S.E.2d 871, 873 (Ct. App. 1993) (quoting *Main v. Corley*, 281 S.C. 525, 527, 316 S.E.2d 406, 407 (1984)). Where a defendant establishes entitlement to judgment as a matter of law, the court must grant summary judgment. *Humana Hospital-Bayside v. Lightle*, 305 S.C. 214, 216, 407 S.E.2d 637, 638 (1991) ("Where the plaintiff relies solely upon the pleadings, files no counter-affidavits, and makes no factual showing in opposition to a motion for summary judgment, the lower court is required

GR 2

under Rule 56, to grant summary judgment, if, under the facts presented by the defendant, he was entitled to judgment as a matter of law.”) (internal citation omitted); *Dyer v. Moss*, 284 S.C. 208, 210-211, 325 S.E.2d 69, 70 (Ct. App. 1985).

FACTS

On May 7, 2003, Guignard initiated marital litigation against his wife, Campbell, by filing a complaint in Richland County Family Court. Campbell retained Potterfield, a Columbia attorney who practices primarily in the area of family law, to represent her interests in that proceeding. In connection with that representation, Campbell signed a “Fee Agreement and Acknowledgements” on June 3, 2003. (Campbell Dep., Ex. 11).² Potterfield filed an answer and counterclaim on Campbell’s behalf on June 11, 2003. (See Final Divorce Decree, attached to Potterfield’s Memorandum in Support of Motion for Summary Judgment, p. 1).

After mediation on July 1, 2004, Guignard and Campbell executed a “Marital Settlement Agreement” (“the agreement”). (Campbell Dep., Ex. 12). The agreement provided that Guignard would pay Campbell \$175,000 “in full settlement and satisfaction of any and all claims of the Wife for an equitable division of marital property.” (*Id.*, ¶ 7). Campbell agreed to transfer her undivided one-half interest in the marital residence to Guignard. (*Id.*, ¶ 6). Further, Guignard agreed to have Campbell’s name removed from the note and mortgage, or, in the alternative, to refinance the debt in his name only. (*Id.*). Pursuant to the express terms of the agreement, Guignard agreed to remove Campbell’s name from the mortgage or refinance “as soon as practical but in no event later than four months” unless both parties agreed to extend that

² The original transcript of Campbell’s deposition, taken May 15, 2012, along with the exhibits thereto, was filed with the Court June 7, 2013.

deadline. (*Id.*). Both parties to the agreement initialed each page thereof and signed the document before witnesses.³

The Honorable John M. Rucker, Family Court Judge for the Fifth Judicial Circuit, held a final hearing on July 23, 2004. The parties were granted a divorce *a vincula matrimonii* on the grounds of one year's separation without cohabitation. Judge Rucker took sworn testimony from the parties "regarding the issue of divorce and the approval of the settlement agreement." (Campbell Dep., Ex. 14, p. 2). There were no children of this marriage. (*Id.*). The court approved the agreement of July 1, 2004, and incorporated it into the final order, with the specific finding by Judge Rucker that "[t]he agreement was reached, without threat or coercion, and as a result of mediation." (*Id.*, p. 3, ¶ 8). The final divorce decree was signed by Judge Rucker on July 26, and filed August 11, 2004. After the final hearing, and on the same day, Campbell signed a General Warranty Deed before a South Carolina Notary Public in which she conveyed all of her right, title and interest in the marital residence to Guignard. (*See* Campbell Dep., Ex. 16).

More than eight years later, on December 17, 2012, Campbell filed her Complaint against Guignard and Potterfield. In her Complaint, Campbell purports to assert causes of action against Potterfield for conversion, fraud, breach of contract, and breach of contract accompanied by

³ Going further, the parties acknowledged that "neither party [entered] into this Agreement as a result of duress or any undue influence. . . ." and that they had "freely, actively, and fully taken part in the negotiations over a reasonable period of time. and each party acknowledge[d] and consider[ed] the Agreement to be fair, just, and equitable under the circumstances." (Campbell Dep., Ex. 12, p. 1-2). Also of note is the fact that Campbell signed the agreement nearly three weeks prior to final divorce hearing and subsequent execution of paperwork necessary to transfer her interest in the marital home to Guignard.

GR

fraudulent acts.⁴ Although no cause of action was specifically titled "legal malpractice," the Complaint alleges Potterfield is an attorney, that Potterfield undertook the legal representation of Campbell in the marital litigation instituted by Guignard, and that Potterfield "failed to adequately represent" Campbell. (Compl., ¶¶ 2, 4, 5). In tacit recognition that her Complaint alleged professional negligence against an attorney, Campbell attached the affidavit of Robert W. Rushing, an attorney, as required by S.C. Code Ann. § 15-36-100 (contemporaneous affidavit of expert specifying negligent act or omission).

Potterfield responded to the Complaint by Answer filed February 22, 2013. In her Answer, Potterfield denied the allegations directed against her and asserted numerous substantive defenses including, *inter alia*, that Campbell's claims against her are barred by the applicable statute of limitations. (Answer, ¶ 23). Thereafter, on July 6, 2013, Potterfield filed her motion for summary judgment on the basis that all causes of action asserted against her by Campbell are barred by the three-year statute of limitations codified at S.C. Code Ann. § 15-3-530. Potterfield's motion was supported by numerous exhibits, as well as a memorandum of law. In her memorandum in opposition, dated August 5, 2013, Campbell posits that her claims are not time barred in light of Potterfield's alleged refusal to return Campbell's file in a timely manner and given her alleged incapacity at the time of the events at issue in these proceedings. Finding

⁴ In his Order entered July 12, 2013, Judge Hood dismissed the remainder of Campbell's claims against Guignard, including her claim for breach of contract accompanied by fraudulent acts, on the basis that those claims stemmed from a contract relating to property involved in a divorce proceeding. As such, Judge Hood concluded those claims fall under the exclusive subject matter jurisdiction of the family court. (Order, p. 3) (citing *Hammer v. Hammer*, 399 S.C. 100, 730 S.E.2d 874 (Ct. App. 2012)). While this Court disposes of Campbell's claims against Potterfield for different reasons, it is nevertheless persuaded that it would be up to the family court, and not the undersigned, to police enforcement of the underlying terms and conditions of the settlement agreement between Campbell and Guignard. This would include any allegation by Campbell that Guignard, Potterfield, or others failed to abide by the express terms of the family court order.

neither argument persuasive, the Court is persuaded that no genuine issue of material fact exists for trial and, therefore, summary judgment is appropriate..

DISCUSSION

The three year limitation of actions imposed by Section 15-3-530 applies to claims for legal malpractice. *Epstein v. Brown*, 363 S.C. 372, 376, 610 S.E.2d 816, 818 (2005); *Kelley v. Logan, Jolley, & Smith, LLP*, 383 S.C. 626, 632, 682 S.E.2d 1, 4 (Ct. App. 2009); *Binkley v. Burry*, 352 S.C. 286, 296, 573 S.E.2d 838, 844 (Ct. App. 2002). Although there is no cause of action specifically entitled "legal malpractice" in Campbell's Complaint, the allegations against Potterfield clearly arise from her representation of Campbell in the marital litigation brought by Guignard.

A. *The cause of action accrued on July 23, 2004.*

The crux of Campbell's assertions against Potterfield regards the disposition of the marital residence in the divorce. Campbell testified in her deposition she did not want to give up the house and did not understand she had agreed at the mediation to convey her undivided half interest to her husband. (Campbell Dep., p. 84-85). She said she was "shocked" when Potterfield told her she did not have the house. (*Id.*, pp. 92-93). Campbell also testified she complained to Potterfield about this after the mediation, but Potterfield told her there was nothing that could be done. (*Id.*, pp. 88-89).

Campbell participated in the final hearing before Judge Rucker on July 23, 2004, in which the settlement agreement was incorporated into the final decree. (Campbell Dep., p. 96). She claimed that Potterfield instructed her she had to answer "yes" to all of the judge's questions. "What I understood was I had to answer yes to every question and that ... everything had been decided back on July the 1st and there was nothing I could do." (*Id.*) She

ATC 6

acknowledged that a copy of the divorce decree was furnished her shortly after the hearing, but "I didn't read it." (*Id.*, p. 97).

Campbell acknowledged signing and initialing the Marital Settlement Agreement in which she agreed to convey the house. (Campbell Dep., pp. 83-84). She acknowledged signing the general warranty deed, but protested, "I didn't want to do this." (*Id.*, p. 101-102). Nevertheless, it is clear she understood what she was doing: "Yeah, I did sign it. But, I mean, I was devastated. Devastated that I was having to sign that." (*Id.*, p. 101). She testified, "I walked out of that divorce [hearing] knowing I had to find a house to live in." (*Id.*, p. 98).

"[T]he statute of limitations begins to run from the date the injured party either knows or should know, by the exercise of reasonable diligence, that a cause of action exists for the wrongful conduct." *Epstein*, 363 S.C. at 376, 610 S.E.2d at 818; S.C. Code Ann. § 15-3-535.

The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. The statute of limitations begins to run from this point and not when advice of counsel is sought or a full-blown theory of recovery developed.

Mitchell v. Holler, 311 S.C. 406, 409, 429 S.E.2d 793, 795 (1993) (quoting *Snell v. Columbia Gun Exchange, Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981)); *Berry v. McLeod*, 328 S.C. 435, 445, 492 S.E.2d 794, 799 (App. 1997) (quoting *Mitchell*, at 409, 429 S.E. 2d at 795); *Epstein*, at 363 S.C. at 376, 610 S.E.2d at 818 (quoting *Berry*, at 445, 492 S.E.2d at 799).

The test of whether a person should have known the operative facts is objective, rather than subjective. *Burgess v. American Cancer Society*, 300 S.C. 182, 186, 386 S.E.2d 798, 800 (Ct. App. 1989). The discovery rule focuses on "whether the complaining party acquired knowledge of any existing facts sufficient to put the party on inquiry which, if developed, will disclose the alleged fraud." *Id.* at 185, 386 S.E.2d 798, 799 (quoting *Walter J. Klein Co. v.*

Q 7

Kneece, 239 S.C. 478, 123 S.E.2d 870 (1962)). An individual on inquiry or constructive notice is held to be on notice of the contents of documents filed in conformity with statutory law, which an inquiry would have revealed. *Id.*

Here, Campbell claims she did not understand she had agreed to sell her interest in the house, though she acknowledged signing the Marital Settlement Agreement to that effect on July 1, 2004. She complains that Potterfield told her she had no choice but to comply with that agreement, but she knew she was passing her interest to her husband when she signed the deed after the court hearing on July 23, 2004. And she certainly appreciated that she no longer had a house when she had to find a new residence. Much of what she complains of as damages in this litigation is related to the fact that she gave up the house.

Objectively, Campbell knew she relinquished her interest in the house on July 23, 2004. She blamed Potterfield for requiring her to make this transfer. These circumstances would put a person "of common knowledge and experience on notice" of a claimed violation of her rights, and that she may have a claim against someone. Thus the three year limitation of actions began to run, at the latest, on July 23, 2004.

B. The statute of limitations has not been tolled.

On July 24, 2013, in apparent opposition to this motion, Campbell filed the Affidavit of Alberto J. Gonzalez, M.D. Dr. Gonzalez is a psychiatrist with whom she began treating in 2009. (Campbell Dep., pp. 110-111).⁵ In his affidavit, Dr. Gonzalez asserts he is familiar with "the circumstances attending her divorce," that she was "emotionally imbalanced" during that time "to the point of being unable to understand and process what was going on," that she was not

⁵ This affidavit is identical to the unsworn statement of Dr. Gonzalez which was attached to Plaintiff's Answers to this Defendant's Interrogatories, and which this Defendant filed with her Motion for Summary Judgment.

GT-8

able to look after her own interests, and was thus "taken advantage of at a particular low point in her life." A brief review of the record belies these contentions and militates in favor of the grant summary judgment in Potterfield's favor.

Gonzalez's Affidavit ostensibly supports Campbell's contention that the statute of limitations should be tolled by reason of mental or emotional stress. However, Dr. Gonzalez's Affidavit is unpersuasive inasmuch as that contention is belied by the record evidence presented in this case, is self-serving, and does not create any genuine issue of material fact. At the outset on this point, it must be emphasized that a party claiming the statute of limitations has been tolled bears the burden of proof. *Hooper v. Ebenezer Senior Services and Rehabilitation Center*, 386 S.C. 108, 115, 687 S.E.2d 29, 32 (2009); *Ross v. Ross*, 394 S.C. 261, 265, 715 S.E.2d 359, 361 (Ct. App. 2011) (citing *Hooper*); *Kimmer v. Wright*, 396 S.C. 53, 62, 719 S.E.2d 265, 270 (Ct. App. 2011) (citing *Hooper*).

Next, South Carolina statutory law recognizes only two instances in which the statute of limitations may be tolled: minority and insanity. S.C. Code Ann. § 15-3-40. The statute provides that the period within which the action must be brought cannot be extended by more than five years by any disability, or in any case longer than one year after the disability ceases. *Id.* While "insanity" is not defined in the statute, the court in *Wiggins v. Edwards*, 314 S.C. 126, 442 S.E.2d 169 (1994) applied the following rule:

Insanity or mental incompetency that tolls the statute of limitations consists of a mental condition which precludes understanding the nature or effects of one's acts, an incapacity to manage one's affairs, an inability to understand or protect one's rights, because of an over-all inability to function in society, or the mental condition is such as to require care in a hospital.

Id. at 129, 442 S.E.2d at 170. Further, Section 15-3-50 provides, "[n]o person shall avail himself of a disability unless it existed when his right of action accrued."

The record in this case conclusively establishes Campbell was not "insane," within the meaning of the tolling statute, in July 2004. For example, Campbell is a physician. She obtained her Doctor of Medicine degree from the Medical University of South Carolina in 1988. Prior to that, she earned bachelors and masters degrees in nursing. She was board certified in internal medicine in August 1999, and recertified in October 2011. In 2004, she was employed as a physician at Metabolic Medical Centers of Columbia. (See curriculum vitae, Campbell Dep., Ex. 1). That year, she earned \$129,442 as a physician, working 24-28 hours a week. (Campbell Dep., Ex. 2).

Campbell testified she was actively seeing patients during the relevant time frame. (Campbell Dep., pp. 75, 113). After the mediation, in which she signed the agreement to transfer her half-interest in the house to Guignard, Campbell testified "I went back to work I saw a couple of patients." (*Id.*, p. 87). She was treating with a psychiatrist, Dr. Raymond Ackerman, at this time, but he did not advise her to stop practicing medicine. (*Id.*, p. 39). "No doctor ever told me to do that." (*Id.*, p. 41). Campbell also testified she was under a great deal of stress because her father had suffered a stroke and that she "was focusing on that." (*Id.*, p. 64). "I was so focused on taking care of my father. I was so devastated that Allen was divorcing me. . . . And I was so focused on other things that I just couldn't focus on this." (*Id.*, p. 71). Campbell's father died in June, 2005. (*Id.*, p. 32).

Acknowledging the seriousness of stress in having to deal with divorce and a sick parent, these circumstances nevertheless do not constitute a mental condition sufficient to invoke mental disability and toll the statute. In *Wiggins*, plaintiff claimed the statute was tolled because of confusion and disorientation she suffered as a result of injuries sustained in the automobile accident giving rise to the litigation. 314 S.C. at 129, 442 S.E.2d at 170. In affirming summary

GA 10

judgment for the defendant, the court held these types of conditions do not qualify as "insanity."

Id.

Further on this point, not only must the insanity exist at the time of the accrual of the cause of action, but there is a five-year limit on this disability. S.C. Code Ann. § 15-3-40(2)(a). In *Harrison v. Bevilacqua*, 354 S.C. 129, 580 S.E.2d 109 (2003), the court interpreted Section 15-3-40 to extend a disability of insanity for a maximum of five years. *Id.*, 354 S.C. at 138, 580 S.E.2d at 114. The disability would cease within that time, plus one year, if the insanity ceased. Thus, the outside limit within which a suit must be brought, assuming continuous insanity, is eight years - three years under Section 15-3-530, plus five years under Section 15-3-40.

Campbell filed her Complaint on December 17, 2012, more than eight years and four months after the cause of action accrued. Even making the unlikely assumption that she was insane on July 23, 2004, and that she continued to be insane until July 23, 2012, her suit is still time barred. The record reflects that Campbell was able to manage her affairs and function in society throughout this time. She continued to practice medicine, at several different locations and in different practices, up to the present. She was a speaker at the 2005 Women's Expo with the South Carolina Heart Center. (Curriculum vitae, Campbell Dep., Ex. 1). She earned in excess of \$100,000 practicing medicine in 2009 and 2010. (Campbell Dep., Ex. 2). She explored opening her own practice in 2006. (Campbell Dep., pp. 32-34). She remarried in 2007, and executed an affidavit in connection with that divorce in April 2010. She renewed her board certification in internal medicine in October 2011. (Curriculum vitae, Campbell Dep., Ex. 1).

Dr. Gonzalez's Affidavit must be considered in light of his patient records. In response to Potterfield's subpoena and with Campbell's authorization, Dr. Gonzalez produced a copy of his records, which were attached to Potterfield's motion for summary judgment. According to

these records, Dr. Gonzalez first saw Campbell as a patient on March 5, 2009, with diagnoses of depression and anxiety. He saw her four more times in 2009, once in 2010, twice in 2011, four times in 2012, and four times so far in 2013. These records do not suggest mental incompetency in 2004 or during the several years that followed. Instead, these records mention her struggles with her son Zachery, who had learning problems, but do not evince mental incapacity on the part of Campbell. (Campbell Dep., p. 89). In March 2010, Dr. Gonzalez observed that Campbell "had been doing well" and "appears stable."

In 2011, Dr. Gonzalez began to make mention of Campbell's financial problems. It was not until June 2012 that Dr. Gonzalez began to question her ability to work, and in September he suggested she apply for disability benefits. These records are in stark contrast to those of 2009 and 2010, which contain no such observations or suggestions. Considering these records, the affidavit of Dr. Gonzalez does not create an issue of fact as to whether Campbell was insane at the time of her divorce from Guignard in 2004. It does not assert that her emotional state was such as to make her unable to function in society, and his own records clearly refute any such contention. He did not begin treating her until 2009, five years after the events at issue. Campbell agreed that Dr. Ackerman, her psychiatrist at the time in question, never advised her to stop practicing medicine. Surely if one is able to earn a living as a physician and care for patients, she is able to understand the implications of a divorce settlement and a deed.

C. *Potterfield's Alleged Failure To Return Campbell's File Does Not Toll The Statute Of Limitations.*

In her memorandum in opposition, as well as during oral argument before the Court, Campbell asserted Potterfield assumed a duty to enforce Guignard's agreement to remove Campbell's name from a mortgage, that she failed to comply with that obligation, and that Campbell could not have known of Potterfield's alleged malfeasance given Potterfield's refusal

to surrender Campbell's file in a timely manner. Thus, the argument goes, the statute of limitations should be tolled until such time as Campbell reasonably could have known she had a right of action against her former attorney. Once again, this argument is not supported by the record, and summary judgment is appropriate.

As an initial matter, the Court is not persuaded that Potterfield assumed a duty or owed a duty to her former client to ensure that Guignard complied with his obligations pursuant to the Settlement Agreement incorporated by reference into the Final Divorce Decree. Instead, it was for Guignard, and not Potterfield, to comply with the terms and conditions imposed upon him by the family court. In like fashion, it was for the family court, and not Potterfield or this Court, to enforce the terms of the Final Divorce Decree. In any event, Campbell alleges she began requesting her file in September 2010, which is long after the statute of limitations expired. (Comp., ¶ 7). Even more damaging to Campbell's claims in this regard is her own summary of events indicating that she attempted to obtain financing to start her own practice in 2006 but was informed by bank personnel that her expense-to-income ratio was "too high." (See Campbell Dep., Ex. 2). Such knowledge would place an intelligent person such as Campbell on notice that her name might still be associated with a sizeable residential mortgage and impose an obligation upon her to investigate further.

In summary, Campbell's claims against Potterfield are barred by the statute of limitations. More than three years have elapsed since the cause of action accrued in 2004. Plaintiff cannot establish that she was insane, within the meaning of the tolling statute, in 2004, and the Affidavit of Dr. Gonzalez does not create a factual issue in this regard. Even if Campbell could establish some issue with regard to her competency, the record is replete with evidence that she was able to function in society, and to handle her own affairs, during the years after the

accrual. Construing the evidence in the light most favorable to Campbell, there simply is no genuine issue as to any material fact concerning the application of the statute of limitations to her claims. Summary judgment should be granted to the Defendant Potterfield on this basis.

CONCLUSION

For all of the reasons stated herein, the Court is persuaded that no genuine issue of material fact exists for trial. As such, summary judgment is hereby awarded to Defendant Ashlin B. Potterfield, and all claims asserted against her in Campbell's Complaint are hereby dismissed, with prejudice.

AND IT IS SO ORDERED.

A handwritten signature in dark ink, appearing to read "G. Thomas, Jr.", is written over a horizontal line.

The Honorable G. Thomas, Cooper, Jr.

September 23, 2013

Columbia, South Carolina

)
) IN THE COURT OF COMMON PLEAS
)

) Civil Action No.: 2012-CP-40-8310

)

)

)

)

FILED

RICHLAND COUNTY

JUL 12 PM 4:07

CLERK OF COURT

W. McBRIDE

P. & G.S.

12 motions

Hard's Rule 12

- miss the Sixth

Before addressing these issues, I must first consider whether the circuit court has subject matter jurisdiction to hear the Plaintiff's remaining claims against Defendant Guignard. The remaining claims are for breach of contract (Fifth Cause of Action) and breach of contract accompanied by a fraudulent act (Sixth Cause of Action). Both claims relate to Defendant Guignard's alleged failure to pay off a mortgage in violation of an agreement with the Plaintiff to do so (*see* Complaint's Fifth Cause of Action, ¶26; Sixth Cause of Action, ¶¶30-31). During the hearing on Defendant Guignard's motions, it was disclosed that the Plaintiff's claims were based on a marital settlement agreement that was incorporated into the family court's final divorce decree.¹

After carefully reviewing the pleadings and the applicable law, and after considering the arguments of counsel, I conclude, for the reasons stated below, that the circuit court lacks subject matter jurisdiction and thus dismiss the Plaintiff's remaining claims against Defendant Guignard.

According to the Complaint, the Plaintiff and Defendant Guignard were once husband and wife. Complaint, ¶3. A final hearing on their divorce was held in the family court on July 23, 2004. Complaint, ¶5. The Complaint further alleges Defendant Guignard agreed to pay off the mortgage on the marital home, and that he failed to timely do so in violation of that alleged agreement. Complaint, ¶8. The Plaintiff claims this damaged her credit and prevented her from opening her practice as planned. Complaint, ¶8.

Subject matter jurisdiction can be raised at any time and by any means. Rule 12(h)(3), SCRCR provides, "[w]hen it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action."

¹ For the record, Defendant Guignard does not agree with the Plaintiff's characterization of his obligations under the marital settlement agreement.

"Subject matter jurisdiction is the power of a court to hear and determine cases of the general class to which the proceedings in question belong." Posey v. Proper Mold & Eng'g. Inc., 378 S.C. 210, 222, 661 S.E.2d 395, 402 (Ct. App. 2008) (internal punctuation and citations omitted). The family court has exclusive jurisdiction over contracts relating to property in a divorce proceeding. Hammer v. Hammer, 399 S.C. 100, 730 S.E.2d 874 (Ct. App. 2012). This provision relating to the jurisdiction of the family court is codified at S.C. Code Ann. § 20-3-690, which states that "[t]he family courts of this State have subject matter jurisdiction over all contracts relating to property which is involved in a proceeding under this article and over the construction and enforcement of those contracts." Moreover, when the family court merges the contract into its order, the family court transforms it from a contract between the parties into a decree of the court. Hammer at 109, 730 S.E.2d at 878, citing Emery v. Smith, 361 S.C. 207, 214, 603 S.E.2d 598, 601 (Ct. App. 2004) (holding that merging an agreement into an order transforms it from a contract between the parties into a decree of the court).

As stated previously, the Plaintiff's remaining claims against Defendant Guignard are based on an alleged agreement that was part of a final divorce decree entered by the Richland County Family Court. The agreement was thus a contract relating to property involved in a divorce proceeding, and as such falls under the subject matter jurisdiction of the family court. As the Hammer court observed, that jurisdiction is exclusive. This court thus lacks subject matter jurisdiction over the Plaintiff's remaining claims against Defendant Guignard, so those claims must be dismissed pursuant to Rule 12(h)(3) of the South Carolina Rules of Civil Procedure.

IT IS THEREFORE ORDERED that the Plaintiff's remaining claims against Defendant Guignard be dismissed for lack of subject matter jurisdiction.

IT IS SO ORDERED.

Re Hood

Robert E. Hood
Resident Circuit Judge, Fifth Judicial Circuit

¹²
July 22, 2013

Columbia, South Carolina

255584

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
FAMILY COURT

JUDGMENT IN A FAMILY COURT CASE

CASE NO. 2003-DR-40-1823

ALLEN GUIGNARD
PLAINTIFF(S)

VS LINDA CAMPBELL
DEFENDANT(S)

CHECK ONE:

- ☐ **DECISION BY COURT.** This action came to trial or hearing before the court.
The issues have been tried or heard and an order rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a),
SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ 270 Day Rule; ☐ Other

IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:

Dated at COLUMBIA, South Carolina, this 26 day of JULY, 2004.

St. John M. Rucker

JUDGE

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

POPE JOHNSON, III
ATTORNEY(S) FOR THE PLAINTIFF(S)

ASHLIN POTTERFIELD
ATTORNEY(S) FOR THE DEFENDANT(S)

Linda Jayburn

CLERK OF COURT

255584
FILED

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Allen S. Guignard,

Plaintiff,

vs.

Linda J. Campbell,

Defendant.

2004 AUG 3 AM 11: 23
IN THE FAMILY COURT

BARBARA A. SCOTT
CC. CP. GS
& FAMILY COURT

Civil Action No. 03-DR-40-1823

FINAL DIVORCE DECREE

04 AUG 11 AM 9:14
BARBARA A. SCOTT
C.C. & G.S.

DATE OF HEARING:

July 23, 2004

TRIAL JUDGE:

John M. Rucker

PLAINTIFF'S ATTORNEY:

Pope D. Johnson, III

DEFENDANT'S ATTORNEY:

Ashlin B. Potterfield

COURT REPORTER:

Angie Berry

This matter came before the Court on July 23, 2004 in an action by the plaintiff against the defendant for separate support and maintenance and accompanying relief. This action was commenced on May 7, 2003 by the filing of a Summons and Complaint. The defendant filed an Answer on or about June 11, 2003.

At the hearing, the Plaintiff moved to amend his Complaint to seek a divorce a vinculo matrimonii upon the grounds of a one (1) year separation without cohabitation. The Defendant's counsel consented, and the motion to amend was granted.

The Court duly inquired of the plaintiff and defendant to determine if reconciliation was possible. I find, after due inquiry, that reconciliation is not possible and that further efforts in that regard would be unavailing.

Paul D. Johnson

Counsel for the plaintiff advised the Court that parties had entered into a Marital Settlement Agreement dated July 1, 2004, in connection with a mediation held on July 1, 2004, which resolved all issues other than the divorce.

Testimony was received regarding the issue of divorce and the approval of the settlement agreement. After taking the testimony and after examining the financial declarations on the file, the Court makes the following findings of fact and conclusions of law:

1. Both parties are residents of South Carolina and have been so for more than three (3) months prior to the commencement of this action. The residence requirement of South Carolina Code Ann. §20-3-30 (Law. Co-op. Supp. 1995) has been, therefore, fully satisfied;
2. Plaintiff and Defendant were lawfully married on or about October 25, 1997 in Richland County, South Carolina; no children have been born of this marriage and no children are expected;
3. This Court has jurisdiction over the parties and subject matter hereto and control of this proceeding. S.C.R.F.C. 16; *Ariail v. Ariail*, 295 S.C. 354, 368 S.E.2d 475 (Ct. App. 1989);
4. The parties reside in Richland County, South Carolina and the proper venue for trial of this action is in the Family Court presiding in Richland County pursuant to South Carolina Code Ann. §20-3-60(a) (Law. Co-op. Supp. 1993);
5. This marriage is irretrievably broken, and despite an earnest attempt by the Court, there is no possibility of a reconciliation;
6. There is no collusion between the parties for the purpose of obtaining a divorce;
7. I find that the parties have lived separate and apart for a period in excess of one year, without cohabitation. The parties separated on December 1, 2002. The plaintiff's testimony that the parties had lived separate and apart without cohabitation for a period in excess of one year was corroborated by an independent witness, Alan I. Reyner, Jr. The parties are entitled to a

divorce a vinculo matrimonii from each other upon the grounds of a one year continuous separation without cohabitation;

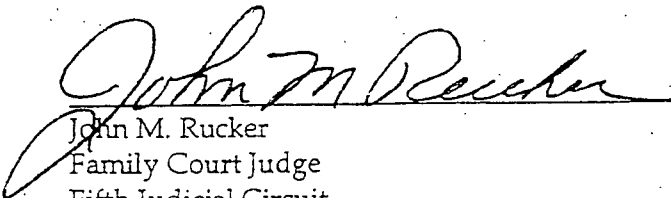
8. The parties have voluntarily entered into a Marital Settlement Agreement dated July 1, 2004. The agreement was reached, without threat or coercion, and as a result of the mediation. The agreement, a copy of which is attached hereto, is fair and equitable. As the agreement is within the bounds of reason, as set by the statutes and the case law of this State, I find that the agreement should be approved and incorporated into and made the final Order of this Court as to all issues, other than the marriage itself. The agreement of the parties is hereby approved.

ACCORDINGLY,

IT IS ORDERED that the parties are hereby granted a full, final and complete divorce, a vinculo matrimonii, from each other upon the ground of a separation without cohabitation continuously for the statutory period of one year.

IT IS FURTHER ORDERED that the Marital Settlement Agreement dated July 1, 2004, attached hereto and incorporated herein by reference, hereby is confirmed and approved and made the final Order of the Court as to all issues other than marital status and shall be enforceable as an Order of this Court.

AND IT IS SO ORDERED.


John M. Rucker
Family Court Judge
Fifth Judicial Circuit

Columbia, South Carolina

July 26 2004

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MARITAL SETTLEMENT AGREEMENT

as per

This Agreement is made and entered into this the 1st day of July 2004, in the State of South Carolina, by and between Linda J. Campbell (hereinafter referred to as "Wife") and Allen S. Guignard (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been lawfully married on or about the 25th day of October 1997; and

WHEREAS, no children were born of this marriage and no children are expected; and

WHEREAS, the parties have been living separate and apart since December 1, 2002, having last resided together as husband and wife in Richland County, South Carolina; and

WHEREAS, Wife is represented by Ashlin B. Potterfield and Husband is represented in the referenced Agreement by Pope D. Johnson, III, Esquire; and

WHEREAS, the parties hereto now consider it to be in their respective best interests to settle between themselves all matters in issue and all matters heretofore arising or hereafter to arise from their marital union; and

WHEREAS, the parties have reached a complete and final Agreement (hereinafter referred to as "Agreement") as to all issues other than the issue of divorce, and they desire that the Agreement be approved by the Court and made the final Order of the Court as to all issues raised herein and all issues which could have been raised by either party; and

WHEREAS, both parties acknowledge that each is sufficiently familiar with the financial ability, income, debts, expenses, worth, and assets of the other, and that they have exchanged financial declarations; and

WHEREAS, neither party is entering into this Agreement as a result of duress or any undue influence; and

WHEREAS, the parties have freely, actively, and fully taken part in the negotiations over a

reasonable period of time, and each party acknowledges and considers the Agreement to be fair, just, and equitable under the circumstances; and

NOW, THEREFORE, for and in consideration of the mutual and several binding promises, covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree, on behalf of themselves, their heirs and assigns, as follows:

1. The WHEREAS clauses set forth above are hereby incorporated herein as an integral part of the Agreement.
2. Wife shall be entitled to all right, title, and interest in and to the Buick Rendevous automobile titled in her name, that she currently drives. Wife shall be responsible for all expenses relating to this vehicle, including but not limited to insurance, taxes, repairs, liens, etc.
3. Husband shall be entitled to all right, title, and interest in and to the Buick Park Avenue automobile or other vehicles titled in his name. Husband shall be responsible for all expenses relating to such vehicles, including but not limited to insurance, taxes, repairs, liens, etc.
4. The Husband shall be entitled to the furniture, fixtures and personal property which he brought to the marriage, the engagement ring which was his grandmother's which he gave to the Wife, and the TEC outdoor grill. The Wife shall be entitled to all other personal property located in the house at 25 Avian Trail, Columbia, South Carolina, free and clear from any claim of the husband.
5. The parties forever waive and relinquish any and all claims for alimony and separate maintenance for the other and all such claims are forever barred.
6. The Wife agrees to transfer her one half undivided interest in the house and lot at 25 Avian Trail, Columbia, South Carolina to the Husband, by general warranty deed. The Husband agrees to have the Wife's name removed from the note and mortgage with respect to the house and lot at 25 Avian Trail, Columbia, South Carolina or refinance the

house and lot in his name only. The Husband shall refinance or remove the Wife from the mortgage as soon as practical but in no event later than four months from the execution of this Agreement. The parties agree that they may jointly extend the four month deadline. The closing and transfer of the property shall take place on July 28, 2004.

7. The Husband agrees to pay the Wife \$175,000.00, which payment shall be made on July 28, 2004 in full settlement and satisfaction of any and all claims of the Wife for an equitable division of marital property.

8. Neither party makes any further claim for equitable division of real or personal property and all such claims are hereby waived and forever barred. The Wife freely and voluntarily waives and forever relinquishes and releases any and all claims in any property, whether real or personal, of the Husband, including all claims on the basis of an equitable interest, special equity interest, equitable division or any other such interest. The Husband freely and voluntarily waives and forever relinquishes and releases any and all claims in any property, whether real or personal, of the Wife, including all claims on the basis of an equitable interest, special equity interest, equitable division or any other such interest.

9. Each party hereby releases and relinquishes any and all claims or rights against the other which he or she may have or hereafter acquired as a spouse under the present or future laws of any jurisdiction by way of inheritance, decent, and distribution, including but not limited to any rights under S.C. Code Ann. § 62-2-201. Each party hereby releases and relinquishes any and all claims of whatsoever nature against the other, including but not limited to claims in or to the property or the estate of the other, whether real, personal or mixed, whether now owned or hereafter acquired, with the exception of any claims arising out of the breach of this agreement and any claims for divorce.

10. By their respective signatures below, the parties represent that there are no joint

debts to apportion. Neither party shall incur any debt in the name of the other. If it is determined that there are any joint debts, the party incurring the debt shall be responsible for paying off the debt according to terms satisfactory to the creditor and shall indemnify and hold the party harmless thereon. Except as otherwise provided in this Agreement, if there are any joint credit accounts, they shall be closed immediately.

11. Each party shall be responsible for his or her own attorney fees, accountant fees, expert fees and costs, and any and all other costs and disbursements incurred in this matter from its inception through the date of approval of this Agreement.

12. This Agreement shall be submitted to the Family Court for the Fifth Judicial Circuit in Columbia, South Carolina, for the purpose of having the Court review and approve the terms and conditions of this Agreement and for the issuance of an appropriate Order approving the terms and conditions hereof and making the same the Order of the Court.

13. Each party solemnly agrees to promulgate and support the Court's approval of this Agreement and do nothing in derogation hereof or in any way attempt to discourage said approval and merger by the Court. If the Court does not approve this Agreement in its totality, this entire Agreement shall be null and void.

14. Once approved and made the Order of this Court, the Family Courts of the State of South Carolina shall have continuing jurisdiction to enforce the terms and conditions of this Agreement, along with any Order issued with respect thereto, and both Wife and Husband shall be subject to the contempt powers and jurisdiction of the Family Court of the State of South Carolina with respect to any breach or violation of this Agreement or the Order of this Court.

15. This Agreement is the total and complete agreement between the parties, both now and following any Decree of Divorce or Final Decree of Separate Maintenance which either party might obtain.

16. Wife and Husband hereby acknowledge and agree that this is a full and

complete property and support agreement with respect to all matters raised and with respect to those which could have been raised in the controversy between them and is considered by them to be a fully integrated agreement.

17. This Agreement expresses the entire agreement between the parties, supersedes any prior understandings or agreements between them and there are not any other representations or warranties other than those specifically set forth herein. Each party represents to the other that a true and accurate disclosure has been made to the other of all assets and financial matters.

18. Each provision of this Agreement shall be binding independently of any and all provisions of this Agreement, once approved by the Court.

19. No waiver of any breach by either party of the terms and conditions of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both of the parties.

20. This Agreement was duly executed and delivered in the State of South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina.

21. Wife and Husband expressly agree that, at any time hereafter, each of them shall make, execute and deliver any and all further and other instruments or papers or things as may be reasonably required or desirable for the purpose of giving full effect to this Agreement (including but not limited to deeds, mortgages, mortgage satisfactions, bills of sale, titles, and other such documents).

22. Each party shall provide documentation of compliance with this Agreement, upon request.

23. The parties agree that the terms and conditions of this Agreement shall be non-modifiable by the parties or any court.

IN WITNESSES WHEREOF, the parties have set forth hands and seals to this Agreement the
date and year first above written.

[Signature]
Witness

[Signature]
ALLEN S. GUIGNARD (SEAL)

[Signature]
Witness

[Signature]
Witness

[Signature]
LINDA J. CAMPBELL (SEAL)

[Signature]
Witness

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Linda Campbell, M.D.

Plaintiff,

vs.

Allen S. Guignard and Ashlin B. Potterfield

Defendants.

Civil Action No.:

COMPLAINT
(Jury Trial Requested)

The Plaintiff, above-named, complaining of the Defendants herein, would respectfully show unto this Honorable Court:

1. That the Plaintiff is a citizen and resident of the County of Richland, State of South Carolina.
2. That the Defendant, Potterfield, was at all times herein relevant a member of the S.C. Bar and was licensed to practice law.
3. That the Defendant Guignard was the husband of the Plaintiff prior to suing her for divorce and is a citizen and resident of Richland County, State of South Carolina.

FACTUAL ALLEGATIONS

4. That in or about the month of May, 2003, the Defendant, Potterfield, undertook the legal representation of the Plaintiff on a law suit that had been filed by Defendant Guignard regarding the termination of his marriage to Plaintiff.
5. That the Defendant, Potterfield, failed to adequately represent the Plaintiff, failing to either adequately respond to or conduct discovery, falsely advising her that she had no input into the process, that she should give up the offer of the marital home at mediation on July 1, 2004.,

not question anything at the final hearing on July 23, 2004, and that she had to do as they told her. Plaintiff was preoccupied with: carrying for her dying father with extreme suffering and no attending physician; taking care of a 9 and 12 year old; her mother having 2 MI 's and developing congestive heart failure , then being questioned by the SC Medical Board with complaints about treating a lady with thyroid

6. That relying on the representations and expertise of the aforesaid Defendant, Plaintiff went along with her. After the death of her father and time for the smoke to clear, Plaintiff desired to inquire further into what had happened and what her rights actually were as opposed to what Defendants told her.
7. That to this end beginning September 2010 Plaintiff made repeated requests of aforesaid Defendant for her file, so she could review what was done. Aforesaid Defendant continued to deny plaintiff possession and use of her file, preventing her from ascertaining what had been done with her case. Plaintiff had to enlist the assistance of the S.C. Bar, which on July 8, 2011, emailed said Defendant requesting the file be made available to Plaintiff. Concerned, Plaintiff in late fall off 2010, still without her files, consulted with attorney Jim Nance, concerning her growing concerns. Plaintiff's files were withheld until July 2011.
8. That pursuant to the divorce decree, Defendant Guignard was required to pay off the mortgage on the marital home, so as to relieve the Plaintiff from credit liability. The other Defendant as Plaintiff's counsels had a responsibility to protect Plaintiff's interests. Defendant counsel failed to monitor Defendant Guignard who then failed to pay off the mortgage timely causing Plaintiff's credit to fail and her to be unable to open her practice as planned.

FOR A FIRST CAUSE OF ACTION

(Conversion)

8. Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.

9. The aforesaid Defendants have taken control and possession of the Plaintiff's file, depriving her of the use and enjoyment of it to her prejudice..

10. That aforesaid Defendant have converted Plaintiff's files to their own use and enjoyment .

11. That as a direct result and consequence of the Defendants' conversion, plaintiff suffered extreme emotional distress and anguish; Plaintiff lost the value of her property and any profit there from, Plaintiff was prejudiced and damaged in her rights and interests.

FOR A SECOND CAUSE OF ACTION
(Fraud)

12. Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.

13. The Defendants either directly or through an agent or servant made representations to the Plaintiffs concerning her rights, choices and remedies.

14. That these representations were false. The Defendants either knew or should have known by an exercise of any diligence that they were false. These representations were material to the Plaintiff's reliance.

15. That it was the Defendants' intention that the Plaintiff rely upon these representations. That at the time the Plaintiff was ignorant of its falsity, and did rely thereon.

16. That as a direct result and consequence of the Defendants' fraud, plaintiff suffered extreme emotional distress and anguish, loss of income, the quality of his life was

diminished, and he expended valuable time and resources to discover and demonstrate the truth.

FOR A THIRD CAUSE OF ACTION

(Breach of Contract)

- 25 . Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.
26. That the Plaintiffs entered into an agreement with the Defendant wherein in return for a percentage of the recovery, Defendant would zealously prosecute Plaintiff's law suit and claims and protect her interests.
27. That in violation of that agreement, Defendant did nothing to prosecute Plaintiff's case and claims and neglected same.
28. That as a direct result and consequence of the Defendants' breach of contract, plaintiffs suffered extreme emotional distress and anguish, Plaintiffs' suffered extreme emotional distress and anguish, lost the value of his law suit and accompanying claims and damages

FOR A FOURTH CAUSE OF ACTION

(Breach of Contract, Accompanied by Fraudulent Acts)

- 17.. Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.
18. That the Plaintiff entered into an agreement with the aforesaid Defendants for effective and competent legal representation.

19. That in violation of that agreement, aforesaid Defendants failed to provide effective and competent representation.

20. That accompanying the breach of the aforesaid agreement and contract, the Defendant committed fraudulent acts as heretofore set forth.

21. That as a direct result and consequence of the Defendants' breach of contract and a company fraudulent acts, Plaintiff suffered extreme emotional distress and anguish, loss of income, the quality of his life was diminished, and he expended valuable time and resources to discover and demonstrate the truth. Because of the fraud accompanying this breach Plaintiff is entitled to recover punitive as well as actual damages and to have the mortgage contract rescinded.

FOR A FIFTH CAUSE OF ACTION

(Breach of Contract Guignard)

25. Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.

26. That the Plaintiff entered into an agreement with the Defendant Guignard wherein in return for valuable consideration, Defendant would pay off the mortgage to protect Plaintiff's credit.

27. That in violation of that agreement, Defendant did not timely payoff said mortgage.

28. That as a direct result and consequence of the Defendants' breach of contract, plaintiffs suffered extreme emotional distress and anguish, Plaintiffs' suffered extreme emotional distress and anguish, her credit was damaged and she was unable to start her business..

FOR A SIXTH CAUSE OF ACTION

(Breach of Contract, Accompanied by Fraudulent Acts Guignard)

29. Plaintiff herein repeats and reiterates each and every allegation contained in the preceding paragraphs as though set forth herein verbatim.
30. That the Plaintiff entered into an agreement with the Defendant Guignard
31. That in violation of that agreement, Defendant failed to pay off the mortgage.
32. An accompanying the breach of the aforesaid agreement and contract, the Defendant committed fraudulent acts by representing to Plaintiff all was being done as it should be.
33. That as a direct result and consequence of the Defendants' breach of contract and accompanying fraudulent acts, Plaintiff suffered extreme emotional distress and anguish, loss of her credit and business. Because of the fraud accompanying this breach Plaintiff is entitled to recover punitive as well as actual damages and to have the mortgage contract rescinded.

WHEREFORE. Plaintiff prays for her actual and punitive damages and for such other relief, as this Court may deem just and equitable.


Attorney for Plaintiff
Wm. Gary White, III
2009 Lincoln Street
Columbia, S.C. 29201
803-767-3953

December 12, 2012

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Linda Campbell, M.D.,

Civil Action No.: 2012-CP-40-8310

Plaintiff,

vs.

Allen S. Guignard and Ashlin Potterfield,

Defendants.

**DEFENDANT ASHLIN POTTERFIELD'S
ANSWER TO PLAINTIFF'S COMPLAINT**

The defendant Ashlin Potterfield, answering the complaint of the plaintiff, would respectfully show unto the court:

1. This defendant denies each and every allegation contained in said complaint, except as hereinafter specifically admitted.

2. This defendant lacks knowledge or information sufficient to form a belief as to the allegations of paragraph 1.

3. This defendant admits the allegations of paragraph 2.

4. Answering paragraph 3, this defendant admits so much of the same as may be construed that Defendant Guignard and Plaintiff were married prior to Defendant Guignard suing Plaintiff for divorce. The remainder of paragraph 3 does not pertain to this defendant and does not require a response.

5. This defendant denies the allegations of paragraph 4; rather, this defendant answers that her representation of the plaintiff began on or about June 5, 2003.

6. This defendant denies the allegations of paragraph 5 and demands strict proof thereof.

7. This defendant denies the allegations of paragraph 6 as the allegations pertain to this defendant and demands strict proof thereof. The remainder of paragraph 6 does not pertain to this defendant and does not require a response. Further answering paragraph 6 as the allegations pertain to this defendant, this defendant answers she did employ her expertise to achieve the results desired by the plaintiff as expressed by the plaintiff to this defendant during the course of this defendant's representation of the plaintiff in her divorce from Defendant Guignard.

8. Answering the allegations of paragraph 7, this defendant admits the plaintiff requested portions of her file, but denies that said request(s) began in September 2010 and denies that this defendant ever denied the plaintiff possession and use of her file. Plaintiff requested certain documents on or about December 9, 2010 and obtained those documents on that same date from this defendant. The plaintiff later requested and obtained the remainder of her file at the time she requested it, on or about July 12, 2011. This defendant denies that the plaintiff was ever denied access to her file. At no point was the file unavailable to the plaintiff. In further answering paragraph 7 of the Complaint, this defendant admits she received an email from the S.C. Bar concerning the plaintiff's file, but does not have information regarding the specific date of the email; however, this defendant has no knowledge of the plaintiff consulting Jim Nance and thus, as far as a response is required to this specific allegation, denies this allegation and demands strict proof thereof.

9. Answering the allegations of paragraph 8, this defendant admits that pursuant to the divorce decree and marital settlement agreement, Defendant Guignard was required to refinance or remove the plaintiff's name from the mortgage of the marital home within four months after the execution of the marital settlement agreement (executed on or about July 1,

2004). This defendant denies that, pursuant to the divorce decree and marital settlement agreement, that Defendant Guignard only had the option of paying off the mortgage on the marital home so as to relieve the plaintiff from credit liability. Further answering, this defendant admits she had a responsibility to represent Plaintiff with regard to her divorce settlement, but denies she had an indefinite duty to the plaintiff to do so. This defendant also denies she had any duty to monitor Defendant Guignard's actions and thus denies any responsibility for Defendant Guignard's alleged failure to timely payoff the mortgage on the marital home. This defendant answers that on or about July 23, 2004, the plaintiff executed an affidavit transferring the marital home, located at 25 Avian Trail, Columbia, SC, to Defendant Guignard. All remaining allegations, as they pertain to this defendant, are denied.

10. Answering paragraph 8 [sic], this defendant also repeats and reiterates all answers contained in the preceding paragraphs as though set forth herein verbatim.

11. This defendant denies the allegations of 9, 10, and 11 as they pertain to this defendant and demands strict proof thereof.

12. Answering paragraph 12, this defendant also repeats and reiterates all answers contained in the preceding paragraphs as though set forth herein verbatim.

13. This defendant admits the allegations of paragraph 13 as they pertain to this defendant.

14. This defendant denies the allegations of paragraphs 14, 15, and 16 and demands strict proof thereof.

15. Answering paragraph 25 [sic], this defendant also repeats and reiterates all answers contained in the preceding paragraphs as though set forth herein verbatim.

16. Answering the allegations of paragraph 26 [sic], this defendant denies she entered into an agreement with the plaintiff through which this defendant would receive any percentage of any recovery. Rather, the fee arrangement between this defendant and the plaintiff was based on this defendant's hourly rate. As to the remaining allegations, this defendant only admits that she agreed to represent the plaintiff and her interests in the plaintiff's divorce litigation with Defendant Guignard.

17. This defendant denies the allegations of paragraphs 27 [sic] and 28 [sic] and demands strict proof thereof.

18. Answering paragraph 17 [sic], this defendant also repeats and reiterates all answers contained in the preceding paragraphs as though set forth herein verbatim.

19. This defendant admits the allegations of paragraph 18 [sic] as they pertain to this defendant.

20. This defendant denies the allegations of paragraphs 19 [sic], 20 [sic], and 21 [sic].

21. The allegations of paragraphs 25 [sic], 26 [sic], 27, [sic], 28 [sic], 29 [sic], 30 [sic], 31 [sic], 32 [sic], and 33 [sic] do not pertain to this defendant and do not require a response.

22. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that her representation of plaintiff was within the standard of care required of attorneys practicing in the field of matrimonial law, including the appropriate exercise of professional judgment with regard to matters including court filings, marital assets, property settlement and discovery.

23. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that the plaintiff's claims are barred by the applicable statute of limitations.

24. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that paragraphs 12 through 16, inclusive, denominated as a cause of action for fraud, fail to state facts sufficient to constitute a claim, in that the sole claim arising out of the alleged professional negligence of this defendant is in tort.

25. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that paragraphs 25 [sic] through 28 [sic], inclusive, denominated as a cause of action for breach of contract, fail to state facts sufficient to constitute a claim, in that the sole claim arising out of the alleged professional negligence of this defendant is in tort.

26. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that paragraphs 17 [sic] through 21 [sic], inclusive, denominated as a cause of action for breach of contract accompanied by fraudulent acts, fail to state facts sufficient to constitute a claim, in that the sole claim arising out of the alleged professional negligence of this defendant is in tort.

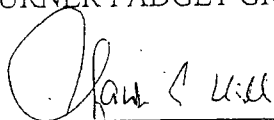
27. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that the plaintiff freely and voluntarily entered into a complete property agreement on or about July 1, 2004, with advice of counsel; that she represented to the court in that she had sufficient knowledge of Defendant Guignard's financial condition; that she consented to a permanent division of the marital assets; that she represented to the court that the agreement was fair to her; and that she asked the court to approve the settlement. This agreement constitutes a complete and knowing settlement of the marital dispute with the Plaintiff and Defendant Guignard, and a waiver of any claims against this defendant, for which reason this defendant is not liable to the plaintiff in any sum whatsoever.

28. FURTHER ANSWERING SAID COMPLAINT, these defendants would show that plaintiff has accepted the benefits of the complete property entered into on or about July 1,

2004, and her consent to and acceptance of the agreement constitutes a ratification of this defendant's actions on her behalf, for which reason this defendant is not liable to the plaintiff in any sum whatsoever.

29. FURTHER ANSWERING SAID COMPLAINT, this defendant would show that, even if she was negligent, grossly negligent, reckless, wanton, and/or willful (hereinafter incorporated herein by the inclusive term "negligent"), which is not admitted but specifically denied, then the plaintiff was also negligent, and the negligence of the plaintiff combined, concurred and contributed with the negligence, if any, of this defendant, as a proximate cause of plaintiff's alleged injuries and damages, and that plaintiff's negligence was greater than 50% of the total negligence in the matter, so that her claim is barred by the doctrine of contributory negligence; alternatively, that if plaintiff's negligence was 50% or less of the total negligence in the matter, that her claim must be reduced pro rata by the doctrine of comparative negligence.

TURNER PADGET GRAHAM & LANEY, P.A.



Charles E. Hill
Virginia W. Williams
1901 Main Street, 17th Floor (29201)
Post Office Box 1473
Columbia, SC 29202
Telephone: (803) 227-4240
Facsimile: (803) 400-1493

Columbia, South Carolina
February 21, 2013

Attorneys for Defendant, Ashlin Potterfield

1 STATE OF SOUTH CAROLINA

2 COURT OF COMMON PLEAS

3 COUNTY OF RICHLAND

4 2012-CP-40-8310

5

6 Linda Campbell, M.D.

7 vs.

8 Allen S. Guignard and Ashlin Potterfield

9

10

11 Columbia, South Carolina

12 August 6, 2013

13 Before the Honorable Thomas Cooper

14

15 APPEARANCES

16 For the Plaintiff: William G. White, III

17 For the Defendant: Carmelo B. Sammataro

18

19 Reported by: Michael C. Watkins

20 Official Court Reporter

21

22

23

24

25

1 THE COURT: All right. Mr. Sammataro, restraining
2 order, it's your motion.

3 MR. SAMMATARO: Thank you, Your Honor. Again, Sam
4 Sammataro today on behalf of Ms. Ashlin Potterfield, an
5 attorney here in Richland County. Your Honor, this is
6 Ms. Potterfield's motion for summary judgment on the --

7 THE COURT: Is this a joint motion? Is Allen Guignard
8 still in this case?

9 MR. SAMMATARO: I believe Mr. Guignard of the case,
10 Your Honor.

11 MR. WHITE: He is out of the case.

12 THE COURT: Okay. Did I do that?

13 MR. SAMMATARO: I'm not sure, Your Honor.

14 MR. WHITE: I don't know.

15 THE COURT: Never mind. Go ahead.

16 MR. SAMMATARO: Thank you, Judge. Sorry, I don't know
17 how to answer that question. This is Ms. Potterfield's
18 motion for summary judgment on a legal malpractice action
19 initiated against her by Dr. Campbell stemming from
20 Ms. Potterfield's representation of Dr. Campbell in her
21 divorce proceeding that was finalized in July of 2004. Your
22 Honor, we have moved for summary judgment based on the
23 expiration of the statute of limitations. Before I get into
24 the sort of legal arguments I think some background facts
25 might be helpful in analyzing the motion for summary

1 judgment. Dr. Campbell retained Ms. Potterfield back in
2 2003, June 1st to be precise, and Ms. Potterfield filed an
3 answer on Dr. Campbell's behalf in the divorce action filed
4 by Mr. Guignard, and that answer was filed on June 11th,
5 2003. The parties proceeded to mediation on July 1st, 2004
6 and as a result of that mediation Dr. Campbell and
7 Mr. Guignard were able to reach an agreement where Mr.
8 Guignard would pay \$175,000 in exchange for Dr. Campbell's
9 release of any claim to her entitlement of the marital
10 property, specifically that included her undivided one half
11 interest in the marital home in Gregg Park here in Columbia.
12 Also, Mr. Guignard agreed to remove Dr. Campbell's name from
13 the note and/or to obtain separate financing so that
14 Dr. Campbell's name wouldn't be connected with any mortgage
15 on that piece of property. On July 23rd, 2004, family court
16 Judge Rucker had a final hearing to approve the marital
17 settlement, and that same day immediately after the final
18 hearing to approve the settlement, Dr. Campbell executed a
19 general warranty deed executed to provide Mr. Guignard with
20 exclusive rights to that property over in Gregg Park.

21 THE COURT: Mr. Guignard?

22 MR. SAMMATARO: Yes, the husband from whom she was
23 divorcing. Her agreement with him, the settlement
24 agreement, included her giving up her undivided one half
25 interest in the marital home and that's the general warranty

1 deed that she signed on July 23rd, 2004. She also on that
2 date signed an affidavit indicating that the property was
3 transferred by herself to Allen Guignard by deed dated
4 July 23rd, 2004. Now, fast forward to July the 26th. Judge
5 Rucker signed the final divorce decree which was entered
6 August 11th, 2004, it approved and incorporated the
7 settlement agreement between Dr. Campbell and Mr. Guignard
8 and it indicated that he had duly inquired of defendant, Dr.
9 Campbell, who was under oath at the time of the hearing and
10 that their agreement was reached "without threat or coercion
11 and as a result of mediation." Your Honor, if you fast
12 forward to December the 17th, 2012, more than eight years
13 after the execution of the general warranty deed and the
14 final hearing to approve the settlement between herself and
15 Mr. Guignard, Dr. Campbell filed what effectively amounts to
16 a legal malpractice action against Ms. Potterfield, although
17 it is not captioned that way in the complaint. She
18 essentially asserts that Ms. Potterfield was her lawyer and
19 that she was retained by Dr. Campbell and provided less than
20 adequate services as a lawyer. Now, in term of the statute
21 of limitations, Your Honor, a claim for legal malpractice is
22 subject to the same three year general statute of
23 limitations in South Carolina and that's subject to the
24 objective discovery rule. So the question becomes whether a
25 reasonable person would have been aware that their rights

1 had been violated at the particular time the cause of action
2 accrued. And what Dr. Campbell is essentially asserting is
3 that Ms. Potterfield basically hid the ball and convinced
4 her to say yes to Judge Rucker's questions in that hearing
5 and essentially tricked her into giving up her half interest
6 in that marital property. But, Your Honor, I submit to you
7 that that allegation is just completely inconsistent with
8 the evidence here. Dr. Campbell had a copy of the
9 settlement agreement and knew what it contained for
10 approximately three weeks before they had a final hearing
11 with Judge Rucker, she had time to review it, analyze it and
12 ask any questions she had about it. She was placed under
13 oath at the hearing and testified that she understood what
14 the agreement was, that she was freely and voluntarily
15 entering into that agreement and then proceeded to a final
16 decree of divorce and signed the affidavit and the general
17 warranty deed conveying her interest in the marital home to
18 Mr. Guignard. And so in light of all of that evidence we
19 believe that Dr. Campbell is essentially trying to convince
20 this Court that she was somehow incapacitated or didn't know
21 what she was doing when she signed over her interest in the
22 marital home. The plaintiff has submitted the affidavit of
23 Dr. Gonzales, a psychiatrist with whom Dr. Campbell began
24 treating in March of 2009, none of his records up until 2012
25 indicate that Dr. Campbell had any issues at all. She was

1 initially diagnosed with some depression and anxiety but as
2 late as 2009 his records indicate that she was doing well.
3 She was having some personal issues with I think one of her
4 children and some issues going on with her parents. She
5 continued to work. She obtained recertification in 2011, or
6 I guess board certification as an internal medicine
7 physician. She explored opening her own practice in 2006,
8 she had income exceeding \$100,000 in 2009 and 2010. There's
9 been no finding, no indication by any governing body that
10 licenses physicians that she was under any incapacity.
11 While she might have been stressed and she might have had
12 stressors in her life, she doesn't meet the definition of
13 incompetency provided under the Wiggins Case, and there are
14 only two types of incapacity to be recognized in South
15 Carolina and that is insanity and status as a minor. So,
16 Your Honor, she clearly doesn't meet any test that would get
17 her out from under that three year statute of limitations.
18 She knew in July of 2004 what she was doing, yet she waited
19 more than eight years and four months to bring a legal
20 malpractice action against my client. And Your Honor, for
21 all of those reasons we submit her claim is barred by the
22 three year statute of limitations under section law.

23 THE COURT: All right.

24 MR. SAMMATARO: Thank you.

25 THE COURT: Mr. White?

1 MR. WHITE: Your Honor, I have a memorandum I prepared
2 if I can hand it up.

3 THE COURT: I think I got something from you already.

4 MR. WHITE: I had emailed one but I brought a hard copy
5 just in case.

6 THE COURT: All right. Good. Thank you.

7 MR. WHITE: First, Your Honor, the complaints about the
8 defendant withholding the plaintiff's files from
9 September 10th -- from September 2010 until July 11th when
10 plaintiff finally got she thinks the majority of her files,
11 although she feels there's still some things she doesn't
12 have, that is clearly well within the statute of
13 limitations. Further, the defendant had a responsibility to
14 see that the mortgage that Ms. -- Dr. Campbell was supposed
15 to be removed from, her name was removed and that was not
16 done and Dr. Campbell wasn't able to uncover that
17 until 2010, so those are clearly within the limitations.
18 And since this involves a continuing representation --

19 THE COURT: What do you mean by that?

20 MR. WHITE: That the defendant's representation of the
21 plaintiff continued because she continued to be in contact
22 with the plaintiff about getting her files and should have
23 been --

24 THE COURT: And was --

25 MR. WHITE: -- continuing her representation regarding

1 removing her name from the mortgage.

2 THE COURT: Was there evidence of that?

3 MR. WHITE: Evidence about the mortgage?

4 THE COURT: No. Evidence that Attorney Potterfield was
5 continuing to act on behalf of your client up through
6 December -- through 2010.

7 MR. WHITE: There's evidence that she was in contact
8 with Dr. Campbell over her files.

9 THE COURT: I mean, did she do anything? Was she doing
10 anything?

11 MR. WHITE: She was under a duty to do something but
12 she wasn't doing anything. She was under a duty to make
13 sure that the mortgage was not in Ms. Campbell's name.

14 THE COURT: Whatever happened to that?

15 MR. WHITE: Eventually Dr. Campbell went to another
16 attorney and had the other attorney see that it was finally
17 removed.

18 THE COURT: And when was that?

19 MR. WHITE: That was after 2010, I believe. Was it
20 last year in -- I believe it was last year. I believe it
21 was last year, Your Honor.

22 DR. CAMPBELL: In December 2010 he sent a letter that
23 said he took me off the mortgage in February of 2011.

24 MR. WHITE: That's not part of the record, Your Honor,
25 but Dr. Campbell indicates it was 2011 when she was finally

1 removed from the mortgage.

2 THE COURT: Is that the sole basis for the complaint,
3 that she failed to satisfy a mortgage that should have been
4 satisfied?

5 MR. WHITE: She withheld Dr. Campbell's files from her,
6 that's included in the complaint. And because she withheld
7 Dr. Campbell's files from her, Dr. Campbell, who as
8 Dr. Gonzales indicates, was not in a very good state of
9 mind. Her father was in Hospice Care under her care, he
10 ultimately died and her mother was in bad health. And
11 Dr. Campbell was so unable to handle her own affairs she
12 lost her primary source of income, lost her employment
13 because she wasn't able to get herself to work.

14 THE COURT: Well, what causes of action are related to
15 those damages?

16 MR. WHITE: Malpractice and withholding and conversion,
17 there's a conversion cause of action for withholding
18 Dr. Campbell's property in the form of her file. Because
19 the files were withheld Dr. Campbell was not able to consult
20 with an attorney to discover any legal malpractice, and for
21 that reason we feel that the defendant should be estopped
22 from imposing any statute of limitations as an equitable
23 matter since she refused to allow the plaintiff access to
24 information and so Dr. Campbell needed to consult another
25 attorney.

1 THE COURT: All right. How about that, Mr. Sammataro?

2 MR. SAMMATARO: Thank you, Your Honor. If I could just
3 clean up what the allegations are in this case, Your Honor,
4 and this is set out in the memorandum Mr. Hill sent to the
5 court. In her complaint dated 7/17/2012 she did not
6 specifically plead -- she did not specifically plead a civil
7 action entitled legal malpractice, instead what she asserted
8 were causes of action for conversion and fraud, breach of
9 contract and breach of contract accompanied by fraudulent
10 acts. I have an extra copy if that would be helpful.

11 THE COURT: I'm sorry. What? I was distracted.

12 MR. SAMMATARO: I have an extra copy of the memorandum
13 if that would be helpful.

14 THE COURT: I saw it yesterday and I don't know where
15 it is now.

16 MR. SAMMATARO: I was just running through what her
17 actual causes of actions were in the complaint.

18 THE COURT: Well, I'm looking at the complaint, and
19 paragraph seven says this began September 7, 2010, plaintiff
20 made repeated requests of the defendant for her files so she
21 could review what was done. Now, he says -- Mr. White says
22 that the principle of equitable estoppel is if your client
23 did not provide the file then you can't raise the statute of
24 limitations, that's pretty standard law.

25 MR. SAMMATARO: Well, Your Honor, attached to the

1 motion for summary judgment that we filed, this is exhibit
2 four to Dr. Campbell's deposition, there is a letter dated
3 December 9th, 2010 signed by Dr. Campbell making a an
4 acknowledgment --

5 THE COURT: That's the deposition. Now, where are you
6 talking about?

7 MR. SAMMATARO: That's the motion that was filed on
8 June 6th, Your Honor, there were several attachments to
9 that, one of them is --

10 THE COURT: That's attached to the deposition.

11 MR. SAMMATARO: It was attached to both, I guess.

12 THE COURT: What number?

13 MR. SAMMATARO: Number four, Your Honor.

14 THE COURT: To?

15 MR. SAMMATARO: To the motion for summary judgment.

16 THE COURT: All right, I've got four.

17 MR. SAMMATARO: All right. This is a letter that she
18 signed acknowledging receipt of portions of her file that
19 were still in possession of Ms. Potterfield's law firm.

20 THE COURT: In December 2010.

21 MR. SAMMATARO: Yes, Your Honor. She had everything.
22 Ms. Potterfield gave her everything she had in her
23 possession to Dr. Campbell. There had been previous
24 requests for certain pieces of information.

25 THE COURT: But my point is that's within the three

1 year statute of limitations.

2 MR. SAMMATARO: No, Your Honor. The three year statute
3 of limitations respectfully would have expired in 2007, in
4 July of 2007.

5 THE COURT: But equitable estoppel tolled the statute
6 of limitations.

7 MR. SAMMATARO: Well, Your Honor, there was no request
8 even according to the plaintiff for these files until
9 December of 2010, well after the statute would have expired.

10 THE COURT: All right. Well, that may make a
11 difference. But if your client refused or withheld the
12 files there's no way the plaintiff would understand whether
13 she -- there had been some acts of malpractice or not. As I
14 said, that is an equitable estoppel argument if she had
15 already requested the file. But if you say she had not
16 requested the file then that's different.

17 MR. SAMMATARO: Well, Your Honor, I think even in the
18 complaint she alleges that she didn't request the materials
19 until September of 2010. So equitable estoppel wouldn't
20 apply in this case because the statute had run long before
21 September of 2010, it ran in July of 2007 if my math is
22 right. So equitable estoppel in this instance is a red
23 herring, it has absolutely no application in this case. She
24 made a request, Ms. Potterfield complied with it and gave
25 her what she had and that was the end of that issue.

1 THE COURT: All right.

2 MR. SAMMATARO: There is no evidence that Your Honor
3 astutely observed that there was a continuing representation
4 by Ms. Potterfield after the final divorce decree was
5 entered in July of 2004, so again, that's not an issue in
6 this case. And then as to the mortgage issue, Your Honor,
7 that was Mr. Guignard's obligation to remove his former
8 spouse's name from the mortgage, that wasn't anything that
9 Ms. Potterfield assumed the duty to do.

10 THE COURT: Where is that responsibility evident?
11 Where can I find that?

12 MR. SAMMATARO: That would be in the family court's
13 records and a lot of those records were attached as well to
14 the motion to dismiss.

15 THE COURT: Is it in the final decree?

16 MR. SAMMATARO: It is in the final decree, Your Honor.

17 THE COURT: All right. Show me the final decree.

18 MR. SAMMATARO: Your Honor, the marital settlement
19 agreement that she signed is within the body of exhibits
20 that were attached to the motion to dismiss and it has
21 deposition exhibit sticker number 12 from Ms. Campbell's
22 deposition. And unfortunately it looks like only the first
23 page was copied, Your Honor, if you'll allow me I'll submit
24 the entire document and decree.

25 THE COURT: Wait a minute, did you say the settlement

1 agreement is attached to your motion?

2 MR. SAMMATARO: Yes, Your Honor, but all I have is the
3 first page.

4 THE COURT: Well, what does the first page say? It
5 doesn't say what you are telling me. In other words, where
6 does it say that it's the responsibility of the plaintiff to
7 satisfy the mortgage with the defendant's name on it?

8 MR. SAMMATARO: Yeah. But what I'm saying is it was in
9 the settlement agreement and unfortunately what I'm saying
10 is we didn't give you the whole copy of the agreement.

11 THE COURT: Well, is it somewhere else in this file?
12 It's not attached in the deposition of Ms. Campbell,
13 Dr. Campbell.

14 MR. SAMMATARO: It may have, Your Honor, I'm just not
15 positive.

16 THE COURT: All right. Here it is, marital settlement
17 agreement. Do you know where it is to be found in the
18 marital settlement agreement? Here it is, I found it before
19 you did. Husband agrees to have wife's name removed from
20 the note and mortgage with respect to the house, is that
21 what you're referring to?

22 MR. SAMMATARO: Yes, Your Honor.

23 THE COURT: Or refinance the house and lot in his name
24 only. Husband shall refinance or remove the wife from the
25 mortgage as soon as practical but in no event later than

1 four months after the execution of this agreement. You're
2 saying she didn't do it; is that right?

3 MR. SAMMATARO: She is saying she didn't do it and what
4 I'm saying is Ms. Potterfield wasn't supposed to do it.

5 THE COURT: All right. How about that, Mr. White? She
6 says it's not her responsibility to remove the mortgage when
7 the property settlement agreement says it's the plaintiff,
8 Mr. Guignard's, responsibility to do that.

9 MR. WHITE: And it's Dr. Campbell's attorney, it was
10 her responsibility to make sure he did do that is our
11 contention.

12 THE COURT: You mean she's supposed to enforce all the
13 terms of the marital property agreement, is that what a
14 lawyer's responsibility is?

15 MR. WHITE: To make sure her client gets all the
16 benefits that she was entitled to under the marital
17 agreement.

18 THE COURT: Did your client complain about the fact
19 that the mortgage was not removed?

20 MR. WHITE: She didn't discover it until years later
21 when she went to get a loan and was told that she owed too
22 much money, at which point she discovered that she was still
23 on the mortgage, she didn't know about it. It's Dr.
24 Gonzales' affidavit establishes, because of her -- she had a
25 series of ongoing events including the terminal illness of

1 his father, his death and the divorce, Ms. Campbell was not
2 handling her own affairs well, she was unable to understand
3 and process what was going on. It was only lately after
4 receiving her records and some counsel that she's had her
5 appreciation of what did happen over this period of time.

6 THE COURT: All right. Anything further?

7 MR. SAMMATARO: No, Your Honor.

8 THE COURT: All right. I'll ask you to provide the
9 Court with proposed orders within ten days.

10 MR. SAMMATARO: Do you prefer those electronic?

11 THE COURT: I sure do.

12 MR. WHITE: Thank you, Your Honor.

13 THE COURT: Thank you.

14 (END OF THE HEARING.)

15

16

17

18

19

20

21

22

23

24

25

1 I, the undersigned, Michael C. Watkins, Official Court
2 Reporter for the Sixth Judicial Circuit of the State of South
3 Carolina, do hereby certify that the foregoing is a true,
4 accurate and complete transcript of the proceedings (as
5 reported by Karen Ambroziak and edited by Michael Watkins)
6 had and evidence introduced in the trial of the captioned
7 case, relative to appeal, in the Court of Common Pleas for
8 Richland County, South Carolina, on the 6th day of August,
9 2013.

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

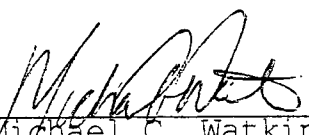
12

13

December 12, 2013

14

15


Michael C. Watkins
Court Reporter

16

17

(Reported by Karen Ambroziak)

18

19

20

21

22

23

24

25



Alberto J. Gonzalez, M.D.

July 23, 2013

Re: Linda Campbell, DOB: 09/07/50

To whom it may concern:

Linda June Campbell is a patient of mine and I am familiar with her and the circumstances attending her divorce. Based on that familiarity, it is my opinion, to a reasonable degree of medical certainty: that she was during that period emotionally imbalanced to the point of being unable to understand and process what was going on; And, that this should have been obvious to any professional working in her interests at that time: And that because of her emotional state, she was not able to look after her own interests and was therefore taken advantage of at a particular low point in her life.

With best regards, I am,

Alberto J. Gonzalez

M.D., Psychiatry

SWORN BEFORE ME, this 23 day of
July 2013

NOTARARY PUBLIC for the STATE
OF SOUTH CAROLINA

My Commission Expires: _____

MY COMMISSION EXPIRES

APRIL 13TH, 2015

Alberto Gonzalez, M.D.
2323 St. Matthews Road
Orangeburg, S.C. 29118
Phone (803) 534-0042
Fax (803) 531-0676
March 27, 2013

Re: Linda Campbell, DOB 9/7/50

To whom it may concern:

Linda June Campbell is a patient of mine and I am familiar with her and the circumstances attending her divorce. Based on that familiarity, it is my opinion, to a reasonable degree of medical certainty: that she was during that period emotionally imbalanced to the point of being unable to understand and process what was going on; And, that this should have been obvious to any professional working in her interests at that time: And that because of her emotional state, she was not able to look after her own interests and was therefore taken advantage of at a particular low point in her life.

With best regards, I am,



Alberto J. Gonzalez, M.D., Psychiatry

SWORN TO BEFORE ME, this ____ day of
March 2013

NOTARY PUBLIC for the STATE
OF SOUTH CAROLINA

My Commission Expires: _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2012-CP-40-8310

LINDA CAMPBELL M.D.,

PLAINTIFF,

vs.

ALLEN S. GUIGNARD AND
ASHLIN POTTERFIELD,

DEFENDANTS.

DEPOSITION OF:
LINDA CAMPBELL, M.D.

MAY 15, 2013

COPY

Deposition on the oral examination of LINDA CAMPBELL, reported by Krista M. Gibson, Verbatim Court Reporter and Notary Public in and for the State of South Carolina; said deposition taken pursuant to notice and in accordance with the South Carolina Rules of Civil Procedure, at the Offices of Turner Padgett Graham & Laney, 1901 Main Street, 17th Floor, Columbia, South Carolina, 29201 on Wednesday, the 15th day of May, 2013, scheduled for 1:00 p.m. and commencing at the hour of 1:22 p.m.

RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA
-Professional Court Reporters-
Serving the Legal Community Since 1957
1-800-822-8711

RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA

A P P E A R A N C E S

Representing the Plaintiff:

WM. GARY WHITE, III, ESQUIRE.
Law Office of Wm. Gary White, III
2009 Lincoln Street
Columbia, South Carolina, 29201

Representing the Defendant:
(Allen S. Guignard)

ROBERT T. STRICKLAND, ESQUIRE
Barnes Alford Stork & Johnson
1613 Main Street
Columbia, South Carolina, 29201

Representing the Defendant:
(Ashlin Potterfield, Esquire)

CHARLES E. HILL, ESQUIRE
Turner Padget Graham & Laney
1901 Main Street, 17th Floor
Columbia, South Carolina 29202

VIRGINIA W. WILLIAMS, ESQUIRE
Turner Padget Graham & Laney
1901 Main Street, 17th Floor
Columbia, South Carolina 29202

Also Present:

Michael Carr, Videographer
Ashlin Potterfield, Defendant

RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA

C O N T E N T S

(Deposition of Linda Campbell, M.D.)

	Page
Exhibit Index	3
Stipulations	4
Examination by Mr. Hill	5
Examination by Mr. Strickland	134
Certificate of Reporter	180

* * * * *

E X H I B I T I N D E X

EXHIBITS:	IDENTIFIED AT PAGE:
Deposition Exhibit No. 1 (C.V.) (4 Pages)	23
Deposition Exhibit No. 2 (E-Mail) (1 Page)	24
Deposition Exhibit No. 3 (Notes) (3 Pages)	42
Deposition Exhibit No. 4 (Acknowledgment) (1 Page)	44
Deposition Exhibit No. 5 (Release) (1 Page)	47
Deposition Exhibit No. 6 (Notes) (5 Pages)	48
Deposition Exhibit No. 7 (Letter) (1 Page)	55

EXHIBITS:

IDENTIFIED AT PAGE:

Deposition Exhibit No. 8 (Letter) (1 Page)	68
Deposition Exhibit No. 9 (Letter) (1 Page)	70
Deposition Exhibit No. 10 (Letter) (2 Pages)	75
Deposition Exhibit No. 11 (Fee Agreement) (5 Pages)	76
Deposition Exhibit No. 12 (Settlement) (6 Pages)	78
Deposition Exhibit No. 13 (Declaration) (4 Pages)	93
Deposition Exhibit No. 14 (Judgment) (11 Pages)	97
Deposition Exhibit No. 15 (Deed) (2 Pages)	99
Deposition Exhibit No. 16 (Warranty Deed) (4 Pages)	100
Deposition Exhibit No. 17 (Affidavit) (2 Pages)	108
Deposition Exhibit No. 18 (E-Mail) (1 Page)	115
Deposition Exhibit No. 19 (Calendar) (3 Pages)	134

* * * * *

Court Reporter's note:

-- indicates interruption; incomplete phrases;
unfinished sentences.

1 This deposition is taken in accordance
2 with the South Carolina Rules of Civil Procedure.

3 It is agreed and stipulated by the
4 deponent and respective counsel that the reading
5 and signing of the deposition by the deponent is
6 expressly not waived.

7 VIDEOGRAPHER: The date today is May
8 15th, 2013, and the time is 1:22 p.m.

9 This is the video deposition of Linda
10 Campbell, M.D., in the matter of Linda
11 Campbell, M.D., versus Allen S. Guignard
12 and Ashlin Potterfield.

13 In the State of South Carolina, in
14 the Court of Common Pleas.

15 County of Richland, case number 2012-CP-
16 40-8310. This deposition is being held at
17 Turner Padgett Graham and Laney, 1901 Main
18 Street, Columbia, South Carolina.

19 Would counsel please introduce themselves
20 and the parties they represent, after
21 which our court reporter, Krista Gibson,
22 will swear in the witness and then we
23 will proceed.

24 MR. WHITE: Gary White for the
25 plaintiff, Linda Campbell.

1 MR. HILL: Charles Hill for the
2 defendant, Ashlin Potterfield.

3 MR. STRICKLAND: Tom Strickland for
4 the defendant, Allen Guignard. And let
5 me also make a brief statement for the
6 record. The judge has indicated,
7 following our motions hearing, that he
8 would dismiss Mr. Guignard from the case.

9 We have not yet received written
10 notice of the entry of that Order, so I
11 am appearing because we do not have an
12 entered Order dismissing Mr. Guignard.

13 MS. WILLIAMS: Virginia Williams on
14 behalf of the defendant, Ms. Potterfield.

15 WHEREUPON:

16 LINDA CAMPBELL, M.D., being duly sworn
17 and cautioned to speak the truth, the whole truth
18 and nothing but the truth, testifies as follows:

19 EXAMINATION MR. HILL:

20 Q. Good afternoon, Dr. Campbell. My name is
21 Charlie Hill and I, along with Virginia Williams,
22 my partner, represent Ashlin Potterfield. We are
23 here to take your deposition this afternoon in
24 the lawsuit that you have brought against Ms.
25 Potterfield. You know that.

1 The rules require me to give you a couple
2 of advisories at the outset of the deposition, so
3 let me go ahead and do that.

4 A. Okay.

5 Q. First of all, we are probably going to be
6 here for a while this afternoon. I would estimate
7 two, maybe as long as three hours.

8 It's not an endurance contest. So, if at
9 any time you would like to take a break, just
10 advise me and we'll be glad to do that. The only
11 caveat to that is, you're not allowed to discuss
12 your testimony with anybody during the break.

13 A. Okay.

14 Q. Is that understood?

15 A. Yes.

16 Q. Okay. Secondly, if you don't understand
17 my question, or the question of any of the lawyers
18 this afternoon --

19 A. Uh-huh.

20 Q. -- you need to ask the lawyer who asked
21 the question for clarification.

22 A. Okay.

23 Q. In other words, you can't ask Mr. White
24 to explain my questions, nor can I explain his
25 questions. Is that understood?

1 A. Yes.

2 Q. Okay. Thank you. Have you ever given a
3 deposition before?

4 A. Yes.

5 Q. Okay. In what context?

6 A. For a patient of mine that they were -- I
7 just had to testify as to if I thought she was
8 competent or not, based on assessment.

9 Q. Okay. And so you were testifying as a
10 treating physician, for a patient, in that
11 situation?

12 A. Say again?

13 Q. You were testifying in the context of a
14 treating physician for your patient?

15 A. Yes.

16 Q. Okay. And was that a case in Richland
17 County?

18 A. That was actually in -- out of Winnsboro.

19 Q. Okay. That would be Fairfield County?

20 A. Is that Fairfield County?

21 Q. Uh-huh. And how long ago was that?

22 A. That was like 1999, 2000.

23 Q. Do you remember the patient's name? And
24 I don't think it would be a HIPPA violation since
25 it was already a court case.

1 A. I don't remember it right now.

2 Q. Okay. Do you remember any of the
3 attorneys that were involved?

4 A. I don't remember the attorneys either.

5 Q. Okay. And did you testify that your
6 patient was, or was not competent?

7 A. That she was.

8 Q. Okay.

9 A. According to my assessments.

10 Q. All right. Just from a -- I need to
11 start with some background information. Your date
12 of birth?

13 A. September the 7th, 1950.

14 Q. And you are a native of where?

15 A. I was born in Columbia.

16 Q. Uh-huh.

17 A. And I actually lived in Orange --
18 Columbia, Japan, Orangeburg, Columbia.

19 Q. Okay. Where did you go to High School?

20 A. Orangeburg High School.

21 Q. And what year did you graduate from
22 there?

23 A. 1968.

24 Q. And where was -- where did you go for
25 education after high school?

1 A. I went to the University of South
2 Carolina for two years. I transferred then to the
3 Medical University of South Carolina where I
4 studied nursing. I also took classes at the
5 College of Charleston. I --

6 Q. Go ahead.

7 A. I took some pre-med courses at the
8 College of Charleston and the Citadel. And I went
9 to Emory University and got my Masters in Nursing.

10 Q. Do you recall what year that was?

11 A. I finished that in 1976.

12 Q. Did you get a Bachelors in Nursing?

13 A. I finished -- I got my Bachelors in
14 Nursing in 1973 and I got my Masters in Nursing at
15 Emory in 1976.

16 Q. And at what school did you get the
17 bachelors degree?

18 A. Medical University of South Carolina.

19 Q. All right. So, what did you do either
20 education wise or occupation wise, after getting
21 your Masters in Nursing in 1976?

22 A. I worked at the Medical University of
23 South Carolina as a clinical nurse specialist. And
24 I worked with a pediatric cardiothoracic surgeon,
25 and two oncologists.

1 Q. And how long did you do that?

2 A. Approximately five years.

3 Q. That would bring us up to about 1981?

4 A. Pardon?

5 Q. That would bring us up to about 1981?

6 A. Yeah. About 1981.

7 Q. All right. And what did you do at that
8 time?

9 A. When I was working for the cardiothoracic
10 surgeon, he suggested I should -- had I ever
11 thought about going to medical school.

12 Some of that time I was taking courses at
13 the College of Charleston and going back to talk to
14 him. He was kind of like a mentor to me.

15 And then after I took the pre-med
16 courses, also at the College of Charleston and the
17 Citadel. And then I entered the Medical University
18 of South Carolina in medical school in 1983.

19 VIDEOGRAPHER: Let's move the
20 microphone up.

21 THE WITNESS: Up? Thank you.

22 (By Mr. Hill)

23 Q. Okay. So, you started med school at MUSC
24 in 1983?

25 A. Correct.

1 Q. Okay. Did you get any credit for any of
2 the courses you had taken in nursing?

3 A. Not credit on a piece of paper. No.

4 Q. Okay. So, did you go through the entire
5 four years?

6 A. I did.

7 Q. All right. Did you finish in 1987 then?

8 A. 1988.

9 Q. All right. So, you got your M.D. in
10 1988?

11 A. Uh-huh. Because I started in '83. '83,
12 '84, August of '83. I finished in 1988.

13 Q. All right. And what kind of training, if
14 any, did you have subsequent to that?

15 A. I did my internship, here, at Richland
16 Memorial Hospital and the V.A. here, for a year.
17 Then I had my first child. And so, then I worked a
18 couple of years.

19 Some in the emergency room at Moncrief.
20 I also worked for a family practitioner. And then
21 in 1992 I had my second child.

22 And then in 1993 I returned back to
23 complete my residency in internal medicine at the
24 same -- Richland Memorial Hospital and the William
25 Bryan Dorn VA.

1 Q. Do you have any training beyond your
2 residency?

3 A. Just continuing education and board
4 certification.

5 Q. Okay. What field are you board certified
6 in?

7 A. Internal medicine.

8 Q. And what year did you obtain that?

9 A. Pardon?

10 Q. What year?

11 A. 1999. And I re-certified in -- I mean,
12 2011.

13 Q. Okay. When were you licensed to practice
14 medicine in South Carolina?

15 A. Upon graduation in 1988.

16 Q. Are you currently licensed?

17 A. Yes.

18 Q. Has your license ever been restricted, or
19 suspended, or revoked?

20 A. No.

21 Q. Ever had any disciplinary proceedings?

22 A. No.

23 Q. I next need to go through your employment
24 history, as a physician, from whenever you started
25 working as a medical doctor.

1 A. Okay. In 1995 I started working with --
2 in July, first, with Baptist Physician Partners.

3 Q. Who were some of the doctors in that
4 practice?

5 A. Dr. Richard Bogan was one of the
6 physicians.. There were about 15 other doctors that
7 started at that time. Julia Hearth, Stacy Brennan
8 --

9 Q. You don't need to name them all. That's
10 good.

11 A. Okay.

12 Q. Where was that office located?

13 A. That office is located in an office
14 building across from Baptist Hospital.

15 Q. Okay. And how long did you practice with
16 Baptist Physician Partners?

17 A. I practiced in that office, with me,
18 maybe about a year and a half. And then I went out
19 to Lexington, to one of their offices, as well, and
20 worked out there until 1999.

21 Q. Okay. So, in Lexington you were still
22 with Baptist Physician Partners --

23 A. Correct.

24 Q. Same group?

25 A. Yes.

1 Q. And was this just a -- I don't mean to
2 say, just.

3 A. Okay.

4 Q. Was this an office practice for internal
5 medicine?

6 A. It was an office practice, although, we
7 also had privileges at Baptist Hospital.

8 Q. Okay. What was your next employment
9 after Baptist Physician Partners?

10 A. Harbison Medical Center.

11 Q. Okay.

12 A. And that was located at -- here on
13 Harbison, Dr. Bob Mallenack.

14 Q. Where did you start there?

15 A. I have it on my CV that I have with me,
16 but I think it was in '99.

17 Q. Okay. How long did you practice at
18 Harbison?

19 A. To 2000 -- I would have to look to be
20 exactly right. About 2000 -- '99 until about the
21 end of -- I know it's 2000 or 2001. I have it on
22 my CV.

23 Q. If you have a CV and you want to make
24 reference to that, I'd be glad for you to do that.

25 A. Would that be -- yeah.

1 Q. Yeah.

2 A. Would that help you?

3 Q. Sure.

4 A. I think it would. It would have much
5 more detail.

6 Q. Okay.

7 A. Uh-huh.

8 Q. Do you want to get that, or do you have
9 that?

10 A. I do.

11 Q. Okay. Thank you.

12 VIDEOGRAPHER: Off the record at

13 1:39 p.m.

14 (OFF THE RECORD DISCUSSION)

15 VIDEOGRAPHER: On the record at

16 1:40 p.m.

17 (By Mr. Hill)

18 Q. Okay. Dr. Campbell, thank you for
19 providing me a copy of your CV.

20 A. You're certainly welcome.

21 Q. Maybe that will help us run through this
22 a little bit.

23 A. Uh-huh.

24 Q. According to this, you practiced at
25 Harbison Family Practice from August of '99 to

1 December of 2000.

2 A. Thank you.

3 Q. Does that sound right?

4 A. Yes.

5 Q. And then you went to -- tell me a little
6 bit about what kind of practice that was?

7 A. I was practicing internal medicine there.
8 And that was most of the office practice. I still
9 had my privileges at Baptist Medical Center.

10 Q. Then next is Metabolic Medical Centers
11 from August 2000 to June 2005.

12 A. Correct. Although, I really started
13 working with him, maybe, one day a week the summer
14 before that. I think the beginning of July. It
15 was kind of overlapping a little bit as we started
16 that practice.

17 Q. You were working one day a week where?

18 A. Metabolic Medical. And then I'd work at
19 Harbison.

20 Q. So, you --

21 A. Seven days a week.

22 Q. -- were working at both places?

23 A. Right. Because I was just -- well, yeah.

24 Uh-huh. Yeah.

25 Q. Okay. Did you ever work full-time at

1 Metabolic?

2 A. At Metabolic, I worked all the hours they
3 were open.

4 Q. Okay. What does that mean?

5 A. Well, be -- so, it probably ended up at
6 about 24 hours a week. Sometimes it could have
7 been more than that. They were just open certain
8 days.

9 Q. Okay. I guess what I'm confused about
10 is, on your CV it says Harbison Family Practice,
11 August '99 to December 2000.

12 A. Uh-huh.

13 Q. Metabolic Medical Centers August 2000-
14 June 2005.

15 A. So, maybe it -- maybe it was August. I
16 just maybe would work there, maybe, like one day a
17 week or one morning a week. They were just
18 starting the practice so they weren't open that
19 long.

20 Q. Okay.

21 A. And I probably worked, maybe, sometimes
22 once a week. It was just whenever they -- we
23 started opening and -- or maybe they were open
24 every other week -- so I -- yeah. Monday morning
25 or something like that.

1 Q. Okay. After --

2 A. And then I went full-time with them in --
3 in -- if -- when I -- when I -- when I left here.

4 Q. Okay. So, in December 2000, you went
5 full-time at Metabolic Medical Centers?

6 A. Correct.

7 Q. Thank you.

8 A. I would --

9 Q. And did you continue to work full-time at
10 Metabolic up until June of 2005?

11 A. I -- in -- I still worked for them -- I
12 worked all their hours until after January 2005
13 when -- and worked one day a week -- because I
14 worked at Metabolic Medical, and they started at
15 7:30 in the morning.

16 And I had two children that went to
17 school that neither one of them drove. And so,
18 when I lived in Columbia, I could get there.

19 But when I moved to Chapin, there was no
20 way I could get there by 7:30 and get two children
21 to school up there at 8:00, and then be at the
22 Metabolic Medical at 7:30.

23 So, after four months of not being able
24 to be there on time -- I mean, it was always at
25 least an hour later, they decided to let -- they

1 fired me. They let me go.

2 Q. Okay.

3 A. Because I couldn't work when they wanted
4 the patients to come in. I couldn't be there at
5 the right time.

6 Q. All right. So, then you started at
7 Carolina's Center for Medical Excellence in April
8 2005?

9 A. Yes. And that -- that was just -- that
10 was a part-time, like, maybe six hours a week.

11 Q. What kind of practice was that?

12 A. That is like working with medicaid,
13 medicare records. Evaluating the records.

14 Q. I see. Were you working anywhere else
15 during that time?

16 A. From -- from -- from January 2005, until
17 June 23rd, 2005, I worked at the Metabolic one day
18 a week.

19 Q. Okay.

20 A. And then when I started working with the
21 Carolina -- Carolina Center for America -- the
22 Carolina Centers for Medical Excellent in April.

23 And then I -- I continued to do -- do
24 that until the end of July 6th, when they were --
25 went with another company.

1 Q. Okay. During that period, in April of
2 2005 through July of 2006, were you working
3 anywhere else, other than the Carolina Center?

4 A. No.

5 Q. All right. And then, you worked at
6 Family Health Centers in Orangeburg from October
7 2006-September 2008?

8 A. Correct.

9 Q. Was that full-time?

10 A. No.

11 Q. About how many hours?

12 A. About three days a week.

13 Q. And then you worked --

14 A. That was in Orangeburg so I commuted
15 to Gunar or commuted to Denmark. So, it was like an
16 hour, hour and a half commute.

17 Q. Okay. Then you went to work at Eau
18 Claire Cooperative Health Center. That was in
19 Leesville?

20 A. Yeah. Batesburg, Leesville.

21 Q. Okay. And you have on here, September
22 2008 to January 2011. Was that a full time job?

23 A. That was -- that -- that was full-time.

24 Q. Okay. Centennial Health Partners at
25 Elgin, September 2011 to November 2011. Was that a

1 full-time job?

2 A. Well, that wasn't completely full-time.

3 No.

4 Q. About how many hours?

5 A. About -- that was about, maybe -- maybe
6 about 30 hours.

7 Q. Okay.

8 A. That was in Camden, South Carolina.

9 Q. All right.

10 A. So, I was commuting, again, from Chapin.

11 Q. And then you were -- are you currently
12 working at -- is it --

13 A. It's called Linde Health Care.

14 Q. Okay.

15 A. It's -- uh-huh. It's like a locum
16 tenens, and I gave them home visits into patient's
17 homes, like, for medicare.

18 Q. Okay. And about how many hours a week
19 does that work out to be?

20 A. That -- it would be maybe, like, one or
21 two days a week.

22 Q. Dr. Campbell, with your permission, I'm
23 going to ask that this CV be marked as an exhibit
24 to your deposition, and you can the original back
25 after we make a copy of it.

1 A. Okay.

2 COURT REPORTER: I'm just going to
3 combine these for you. Is deposition
4 exhibit okay?

5 MR. HILL: Yes.

6 THE WITNESS: I also have that --

7 COURT REPORTER: Ma'am, just one
8 minute, please.

9 (Marked Deposition Exhibit No. 1)

10 COURT REPORTER: Okay. Go ahead.

11 (By Mr. Hill)

12 Q. Okay. You can go ahead.

13 A. I also have my salaries broken down by
14 those years that I can also give you.

15 Q. Is that on a piece of paper?

16 A. Yes.

17 Q. Okay. Yes, ma'am. I would like to see
18 that.

19 A. Yes. I can get it out.

20 Q. Go ahead.

21 (OFF THE RECORD DISCUSSION)

22 (By Mr. Hill)

23 Q. Okay. Dr. Campbell, thank you. You've
24 handed me a page that apparently has some salary
25 information for you and Allen Guignard for several

1 years. And then some additional information about
2 the hours that you were working a week, and some
3 other information about your employment. Is that
4 correct?

5 A. Yes, sir.

6 Q. Okay. I'm going to ask that this be
7 marked as Exhibit No. 2 to the deposition.

8 A. Okay.

9 (Marked Deposition Exhibit No. 2)

10 Q. Now, you said that you were terminated at
11 the Metabolic Medical Center because you weren't
12 able to keep up hours; is that correct?

13 A. Because I couldn't be there on time to
14 see the patients that needed to be seen. I was the
15 only physician there.

16 Q. Okay.

17 A. Except for Dr. Jones, who was an
18 endocrinologist. He had a practice in Charleston
19 and then we opened up -- he -- I helped him open
20 them in Columbia and he would come up every two
21 weeks. But there wasn't another physician, so they
22 needed somebody. I mean -- and -- and the person
23 that was -- that -- that owned it they just kept
24 saying, that's the stupidest thing you ever do is
25 move your children, why did you move, that's the

1 stupidest thing you've ever done, and I -- I mean,
2 how could you get to work?

3 Q. Other than that employment, were you ever
4 terminated from any of these other physician
5 positions?

6 A. No.

7 Q. So, did you leave the others of your own
8 choice?

9 A. Yes.

10 Q. Okay. We've gone through your
11 educational history and your medical history and
12 your employment history. The next thing I need to
13 ask you is about your marital history. How many
14 times have you been married?

15 A. Four.

16 Q. Okay. I need to go through each of
17 those, please, ma'am.

18 A. Uh-huh.

19 Q. With the names of your husband and if you
20 can give me the approximate dates of --

21 A. Okay.

22 Q. -- the marriage, itself.

23 A. Which do you want first?

24 Q. Your first marriage.

25 A. Uh-huh.

1 Q. Yeah.

2 A. To Donnie Dukes.

3 Q. D-U-K-E-S?

4 A. Correct.

5 Q. Okay. And do you recall what that date
6 was, or the year?

7 A. February 23rd, 1974.

8 Q. And how did that marriage end?

9 A. 1979.

10 Q. Was that by divorce?

11 A. Uh-huh.

12 Q. You need to say yes or no.

13 A. Yes.

14 Q. Okay. All right. And was that --

15 A. All right. And that was separated. We
16 were friends, we dated. I went to graduate school.
17 He went to school -- I mean, he went to work --
18 different place. It was that long, drawn out
19 process and we were just very young and didn't know
20 how to handle difficulty.

21 Q. Was that in --

22 A. And I was raped. Huh?

23 Q. I'm sorry. Was that in Orangeburg
24 County?

25 A. That was -- yes.

1 Q. Okay. Were you represented by an
2 attorney?

3 A. No.

4 Q. Did you have any children from that
5 marriage?

6 A. No.

7 Q. All right. And what was your next
8 marriage?

9 A. In November of 1988. John Weber, J-O-H-
10 N, Weber, W-E-B-E-R.

11 Q. Okay. And that was from November of
12 1988, to when?

13 A. The final divorce was in 1992. Seven
14 months after my son was born. However, we
15 separates prior to that when I was seven months
16 pregnant. It was all adultery.

17 Q. Was that in Orangeburg County?

18 A. Yes.

19 Q. Were you represented by an attorney?

20 A. Yes.

21 Q. Who?

22 A. Charles Williams.

23 Q. And how many children were born?

24 A. Two children. A girl, born in 1989.

25 Q. Her name?

1 A. Hayden.

2 Q. Okay.

3 A. Zachary, Z-A-C-H-A-R-Y, born October the
4 5th, 1992.

5 Q. All right. And what was your next
6 marriage?

7 A. Allen Guignard.

8 Q. Okay. And I think I have the dates.

9 A. Yeah. October 25th, 1997 - July 23rd,
10 2004.

11 Q. No children of that marriage?

12 A. Uh-uh.

13 Q. Okay. And then the next marriage?

14 A. In June of 2007, John Bradberry. And I
15 tried to even get it annulled, very quickly at
16 that, but couldn't get it annulled.

17 Q. Were you represented --

18 A. That was -- yeah -- not made with any
19 decisions. I mean, that was a bad -- that was a --
20 okay.

21 Q. Were you represented by an attorney?

22 A. Lewis Lanier helped me with some of it
23 but I wasn't represented. It was all mutual.

24 Q. Okay. Other than Mr. White, are you
25 currently represented by any attorney?

1 A. What?

2 Q. For anything else?

3 A. Uh-uh.

4 Q. Your children are now adults; is that
5 correct?

6 A. One is 20 and one is 24.

7 Q. All right. Tell me where they live.

8 A. My daughter, Hayden, is 24 and she lives
9 in Clemson, South Carolina.

10 Q. Is she a student?

11 A. She is a student at Clemson for
12 Mechanical Engineering.

13 Q. Okay.

14 A. She goes to school half the time and
15 works at Bosch the other time.

16 Q. Okay.

17 A. And she'll graduate next year in May.

18 Q. And how about Zachary?

19 A. Zachary is 20 and he graduated from high
20 school in 2012.

21 Q. Is he employed?

22 A. He's working at the Olive Garden and he
23 has taken one course at Midlands Tech.

24 Q. What is your current residence address?

25 A. 241 Amenity, A-M-E-N-I-T-Y, Road, Chapin,

1 South Carolina 29036. Zachary lives with me and we
2 live at our family lake house to take care of my
3 mother.

4 Q. So, at 241 Amenity Road is you, and your
5 son, and your mother?

6 A. Correct.

7 Q. Is that all?

8 A. Yes.

9 Q. Okay. How long have you been at
10 residence?

11 A. I'm staying at that residence since
12 October 5th of 2009, although, I still had a house
13 in Chapin that I sold -- was finally able to sell
14 in March of 2011. And which I was trying to sell
15 in 2005.

16 Q. Have you ever practiced medicine on your
17 own?

18 A. No.

19 Q. Okay.

20 A. And can I add something to that?

21 Q. Okay. Go ahead.

22 A. Before I went to the Metabolic Medical
23 Center, I wanted to go into private practice. And
24 I had one of the nurses, that had worked with me
25 for several years, plus one of the office managers

1 that wanted to go into private -- wanted me to go
2 into private practice.

3 They actually came to my house, when I
4 lived in Gregg Park, and explained how we -- I
5 could start a medical practice and be up and going
6 within six months. And they felt that I would be
7 very, very successful, very quickly. And so, I was
8 considering doing that.

9 Q. Okay. And that was before you went to
10 work at Metabolic Medical Center?

11 A. Correct.

12 Q. So, that would have been sometime prior
13 to August of 2000?

14 A. Correct.

15 Q. Okay. Any particular reason why you
16 decided not to pursue that?

17 A. Because I talked to my husband, Allen,
18 and they talked to him -- I was very excited about
19 it and everything. I just asked him if he had any
20 idea where I could rent, or how would I rent an
21 office space, and what would I do about that, and
22 did he have any ideas.

23 He just said that he had no idea where I
24 could rent or how I could rent. And so, I didn't
25 feel like I had -- I didn't feel like I had -- had

1 his -- was onboard with me doing that. And I didn't
2 want to just do something that he wasn't
3 supporting.

4 Q. The discovery --

5 A. And I tried -- and I also tried to go
6 into private practice in 2006.

7 - Q. Okay. Tell me about that.

8 A. In January of 2006, I thought about -- my
9 father had died in 2005, June 22nd. And he had
10 advised me that I just needed to go into private
11 practice, and work for myself and be my own boss.

12 Because he was a general surgeon and had
13 always been his own boss and all that. He just
14 thought -- thought that I should do that.

15 And he thought since we were already out
16 -- since we went out -- since we had to go to
17 Chapin, and I was already out there in Chapin, if I
18 went into the town of Chapin, it would be a good
19 place because there were no internists then.

20 And I talked to several people, again,
21 that could have worked with me. Like nurses and an
22 office manager and -- was going to do my insurance
23 and all this kind of stuff. But I didn't have the
24 money to do it, so I went to try to get a loan at
25 Carolina First Bank in Columbia. You just want me

1 to, kind of, keep going?

2 Q. Sure.

3 A. I don't --

4 Q. Go ahead.

5 A. I didn't know if you had certain
6 questions. So, I went to Carolina First in
7 Columbia. On the first floor there were -- where
8 you go in to look for a loan for -- to -- you know,
9 to open for -- for work -- to go -- private
10 practice, and I talked to Brandon Whitacre and was
11 denied -- was denied the loan.

12 And then I went -- I think I called that
13 bank three more times, by phone, trying to get
14 different people.

15 You know, because I could never figure
16 out, as a physician that's board certified in
17 internal medicine, how you -- how I couldn't get
18 loan when I knew I'd do well.

19 I mean, you know, I -- you know, I'd only
20 -- only -- only had -- only had loans for short
21 times. With the car, just where I hadn't had any
22 problems.

23 But I knew I'd do very well if I did that
24 and I didn't understand why so I just -- I mean, I
25 really didn't understand it, except that I'd moved

1 out to Chapin.

2 And since I lost my job at Metabolic, my
3 salary had gone from -- I forgot what it was the
4 last time. But at Metabolic, you know, it would be
5 like 140, 160, 180. And then the next year, in
6 2005, it was \$25,000. In 2006 it was \$8,000.

7 And of course I had bought the house out
8 there. If I wouldn't have bought the house out
9 there, I -- I -- you know, I'd have had my job at
10 Metabolic.

11 Q. When was it that you applied for this
12 loan at Carolina First?

13 A. In January of 2006.

14 Q. And did you make a formal application,
15 fill out the paperwork and that sort of thing?

16 A. I don't remember filling out any
17 application. I remember talking to Brandon
18 Whitacre in one of their conference rooms.

19 Q. Were you ever given any reason for the
20 denial of the credit?

21 A. I think he said, you owe too much money.
22 Something like that. You owe too much.

23 Q. Okay.

24 A. Because at that time, you know, \$25,000
25 was my salary and I owned a house and had to pay a

1 mortgage and all that.

2 Q. Have you always used the name Linda J.
3 Campbell?

4 A. Well, yes.

5 Q. So, in none of your marriages did you
6 take your husband's name?

7 A. Well, not -- I mean, not -- I don't know
8 what you mean -- but, I mean, I went by Linda
9 Guignard on a lot of -- when we bought the houses
10 and stuff, when I was married to Allen.

11 Q. Okay.

12 A. But in my medical practice I always kept
13 Linda Campbell.

14 Q. And that's your maiden name?

15 A. Yes.

16 Q. Okay. During the period, say, beginning
17 in 1999 through about 2004 --

18 A. Uh-huh.

19 Q. Can you tell me what healthcare
20 practitioners, physicians or otherwise, that you
21 were seeing or being treated by?

22 A. Any physicians that I would be treated
23 by, that's the question?

24 Q. Yes, ma'am.

25 A. Dr. Hugh Mole was my OB/GYN.

1 Q. Hugh?

2 A. M-O-L-E.

3 Q. Okay. Where is he located?

4 A. Orangeburg.

5 Q. All right.

6 A. And I had gone to Dr. Raymond Ackerman.

7 Q. Is he in Orangeburg?

8 A. It was in Orangeburg. Right. Uh-huh.

9 Q. What is his area of practice?

10 A. In psychiatry. He had an office next to
11 my father. And, so I had first met him just to
12 kind of talk -- talk to him when I had my children
13 and I was in that marriage and just trying to do
14 everything we could do to save that marriage.

15 But I talked to him then. And then I
16 would just talk to him, you know -- I mean, I would
17 talk to him. He did -- he didn't treat me with any
18 medicines or anything until 1998. He put me on --

19 Q. Go ahead.

20 A. He treated me with Lexapro because I had
21 post-traumatic stress syndrome and I was -- the
22 more stress I got under with other things, I got
23 more anxious and depressed.

24 Q. Did Dr. Ackerman diagnose you with PTSD?

25 A. He did.

1 Q. And do you know what year that was, what
2 year the diagnosis was?

3 A. Just from the very beginning. My dad
4 even talked to him. He just said that I had that.

5 Q. And when did you start seeing him?

6 A. I just -- I just went to him for martial
7 counseling in 19 -- Zachary was born October 5th,
8 1992, and I started seeing him, like, maybe in July
9 of 1992.

10 Q. And how long did you continue seeing him?

11 A. Well, around -- let's see -- maybe for --
12 my husband and I were going to go together, but
13 then -- let's see -- he didn't show up meetings.

14 And, so then -- I know Dr. Ackerman --
15 maybe until about Zachary was born. It was
16 sometime after Zachary was born. I might see him
17 like once every three months or something.

18 Q. Is he still in practice?

19 A. He died.

20 Q. Okay. When would have been about the
21 last time that you would have seen him, as a
22 patient?

23 A. I don't remember exactly, maybe 2007.
24 Because when my dad had a major stroke, he came up
25 to see my dad every two weeks for 25 months and was

1 trying to help my dad. They were really good
2 friends. And help my mother. And I talked to him.

3 Q. Did he prescribe the Lexapro?

4 A. He did. Uh-huh.

5 Q. And what other medications were you
6 taking from Dr. Ackerman?

7 A. Really just Lexapro and then
8 acetaminophen butalbital for tension headaches.

9 Q. I'm sorry?

10 A. acetaminophen butalbital, PRN, tension
11 headaches. And I think, you know, one time he put
12 me on Ativan, you know, just for a short little
13 time period when my dad had just had a stroke
14 and --

15 MR. HILL: Is that interfering at
16 all?

17 VIDEOGRAPHER: It might.

18 MR. HILL: Okay. Let's go off the
19 record for just a second.

20 VIDEOGRAPHER: Off the record at
21 2:15 p.m.

22 (BREAK 2:15 p.m. - 2:19 p.m.)

23 VIDEOGRAPHER: On the record at 2:19
24 p.m.

25 (By Mr. Hill)

1 Q. Dr. Campbell, we were talking about Dr.
2 Ackerman and the prescriptions that he had given to
3 you. Where would you have had those prescriptions
4 filled?

5 A. At -- I think at the CVS. I just know
6 that the Lexapro was some samples that he gave me.

7 Q. Which CVS would that have been?

8 A. In Forest Acres.

9 Q. Did Dr. Ackerman ever advise you that you
10 should stop your practice of medicine?

11 A. He did not advise me, but he knew that I
12 was very -- I knew that I was very, very stressed
13 when -- he never advised me to do that.

14 But the more stresses I took on -- he
15 knew that's why I was getting stressed. And, I
16 mean, I'd married Allen and moved up here, brought
17 two children up here. They were only five and
18 eight.

19 I had just recently started working as a
20 physician. We were trying to save so I could take
21 my boards. And if you talk to Allen and tell him
22 -- ask -- tell -- I just felt like I really needed
23 to take off, like, two months -- two months.

24 That was back -- I think that was back
25 when they were going to send me out to Lexington

1 from Baptist Vision Partners. I really just needed
2 to take off two months because -- and Allen just
3 said, you know --

4 I had gone to Dr. Ackerman and, you
5 know, just wasn't very happy because I couldn't go
6 to all these places with him. But I -- so, I told
7 him that I just had too many things on my plate.

8 And I just really thought if I do this
9 two months off, study for my boards, get my
10 children acclimated to a new home in Columbia. To
11 him, I could be a wife and then I could go back to
12 work.

13 But he said that I had to work or we
14 would lose the house, go under, and I couldn't
15 stop. But I was only -- I was working, like maybe
16 three or four days a week but a lot of times I
17 didn't get home until 7:00 or 8:00 o'clock at
18 night.

19 Q. And you're talking about the period of
20 time that you left the Baptist Physician's Practice
21 office, here in Columbia, and moved out to the
22 practice in Lexington in 1999?

23 A. That's the first time I asked Allen if
24 there was anyway I could take off, like a couple
25 months, to lower my hours so I could be there for

1 my children.

2 I mean, there were just -- babysitters
3 they didn't know. You know, my father had one of
4 his first strokes and just a lot of changes.

5 There were a lot of good changes with the
6 marriage and all that, but there were a lot of
7 other stressful changes, as well. So, it was a --
8 I wanted to do that, but I couldn't do that.

9 Q. Okay.

10 A. But no doctor ever told me to do that. I
11 wanted to do that so I could just focus my
12 attention to my marriage and my children for a
13 little while.

14 Q. We got into this by me asking you who
15 your physicians were during this period of time.
16 You mentioned Dr. Mole and Dr. Ackerman.

17 A. Uh-huh.

18 Q. Anybody else that you were seeing, a
19 healthcare practitioner, up through 2004-2005?

20 A. I don't remember anybody.

21 Q. Okay. Dr. Campbell, I have a series of
22 documents, now, that I'm going to go through and
23 ask you about.

24 A. Okay.

25 Q. Let me show you these three pieces of

1 paper that have been clipped together, and I'm
2 going to ask you if that is your handwriting?

3 A. Yes.

4 Q. Okay. I'm going to mark that as an
5 exhibit and then I'm going to give it back to you.

6 A. Okay.

7 (Marked Deposition Exhibit No. 3)

8 Q. Okay. You can take a minute to look at
9 this document that we've marked as Exhibit 3.

10 A. Okay.

11 Q. I don't know whether this is in the
12 correct sequence or not. Are these pages, one, two
13 and three, in order or should they be in a
14 different order?

15 A. I'm not sure about the order.

16 Q. Okay. Tell me what the occasion was that
17 you made these notes.

18 A. When I went by Ashlin's office to ask for
19 a copy of my files.

20 Q. Okay. Now, I don't see a date on these
21 three pieces of papers anywhere. So, could you
22 tell me approximately when this was done?

23 A. In 2010.

24 Q. Can you be anymore specific than that?

25 A. I think it would have been 2010, maybe up

1 to around -- probably into the -- in the summer,
2 into the fall.

3 Q. Okay. On the first page there is a big
4 "x" across the page. Did you do that?

5 A. I don't remember putting an "x" on the
6 page.

7 Q. And on the last page, the top of the page
8 says, please obtain. So, was this a list of things
9 that you wanted to get from Attorney Potterfield?

10 A. Uh-huh. I called the office,
11 approximately, six times during that time. And
12 these are when I went by in person and just wrote
13 it there as I was talking -- requesting
14 information.

15 Q. So, you created this list when you were
16 in Attorney Potterfield's office?

17 A. Right. Because I went by, again, to
18 request the files again. And then they kept asking
19 me, you know, whether -- what did I need. And so I
20 just wrote what I needed.

21 Q. Okay. Who did you speak to when you
22 called on the telephone?

23 A. The very first time I called, I believe I
24 spoke to Brenda.

25 Q. And do you know when that was?

1 A. I can't remember exactly when that was.
2 It --

3 Q. Do you have --

4 A. -- was 2010.

5 Q. Do you have any documentation regarding
6 these telephone calls, like, you know, when they
7 were made or anything like that?

8 A. No.

9 Q. I'm going to show you a document marked
10 -- or dated December 9, 2010, and ask if that's
11 your signature at the bottom?

12 A. Yes, it is.

13 Q. I'm going to ask that that be marked as
14 the next exhibit.

15 (Marked Deposition Exhibit No. 4)

16 MR. STRICKLAND: When you finish
17 with an exhibit, could you pass it down?

18 A. Let me see. What was the date of this?

19 Q. It's dated December the 9th of 2010. And
20 this appears to be a document memorializing the
21 fact that you picked up certain materials from
22 Attorney Potterfield's office on December 9, 2010.

23 A. Correct.

24 Q. Is that correct?

25 A. Correct.

1 Q. Okay. And does that correspond with this
2 list that was marked in the previous exhibit? In
3 other words, is that what you were asking for and
4 what you were given at that time?

5 A. No. I was not given what I asked for.

6 Q. Did you ask --

7 A. I was --

8 Q. Go ahead.

9 A. I went there several, several, several
10 times. I think about three. And writing things
11 that I wanted. And the gentlemen that gave me this
12 -- I don't have his name right here. But I talked
13 to him on the phone several times, too.

14 Then they finally got some of this stuff
15 out of storage and told me to come out and pick
16 that up, which I did. But that still didn't have
17 the things I was asking for.

18 It didn't have anything I was asking for.
19 It didn't have any letters between Ashlin and Pope.
20 Or, it didn't have any documentation of her
21 assessment of -- it was what was here. Taxes --

22 Q. The document that we marked as a previous
23 exhibit, the three pages, were all of those three
24 pages prepared at one time or were they prepared at
25 different times?

1 A. I remember going there three different
2 times and writing things, and requesting.

3 Q. Okay. So, there is not a date on any of
4 these pages, but you think they were done at three
5 different times?

6 A. No. I don't think you have all of the
7 things that -- all I wrote. I wrote -- let's see
8 -- I just remember me going there about three times
9 and leaving requests.

10 And then -- that's still the same nature,
11 what's all on there. And then, I remember they
12 said that I could come pick this up, these folders
13 and files, December the 9th.

14 But then I still did not have answers to
15 what I requested, and I was told by somebody there
16 in the office that there was still files there.
17 They weren't in that box that they --

18 Q. Who do you remember talking to, in the
19 office, about your request for the files?

20 A. I talked to that gentlemen that gave me
21 that. His name was -- if I had it written -- oh,
22 Jacob. Yeah, Jacob. I think it's actually Jacob.
23 I talked to him --

24 Q. Okay. Let me --

25 A. -- a couple of times.

1 Q. -- show you another document that's dated
2 July 12, 2011. Is that your signature on this?

3 A. Yes.

4 MR. HILL: Let me get that marked
5 real quick.

6 COURT REPORTER: Just this top page?

7 MR. HILL: Yes.

8 (Marked Deposition Exhibit No. 5)

9 (By Mr. Hill)

10 Q. This document says -- Exhibit No. 5 says,
11 "I, Linda Campbell, on this day did receive a copy
12 of her file", and it's signed by you. So, did you
13 get all of the rest of the materials you were
14 looking for, at that time?

15 A. No.

16 Q. What did you not get?

17 A. I didn't get any answers to any of the
18 questions I asked.

19 Q. Who were you asking questions of?

20 A. I was asking for the files, that Ashlin
21 would have had, related to the entire divorce case
22 with Allen and myself. And all the things I was
23 asking, I didn't get.

24 What I got from her is -- in your stack
25 of papers that -- like, letters that I sent to you.

1 The things I got from her, I put ABP and circled it.
2 so you would know that those are the things I
3 received from them.

4 Q. Okay.

5 A. So, but that's all I received. All my
6 questions and the things I asked for, I didn't --
7 there was no receiving anything regarding that.

8 Q. What was the purpose of your asking for
9 these materials in 2010?

10 A. To try to put together everything that
11 had happened. The divorce. Just trying to put it
12 together to understand what happened.

13 And when I got these files, that was
14 because Cindy Coker, at the South Carolina Law
15 Board, got them to release the rest of those files.
16 Which you have among your papers.

17 Q. Okay. I want to show you a document that
18 is four pages long, handwritten on lined paper. Is
19 that your handwriting?

20 A. Yes, it is.

21 Q. Let's get that marked. Let me get that
22 marked and I'll give it back to you to read.

23 A. Okay.

24 (Marked Deposition Exhibit No. 6)

25 Q. Dr. Campbell, do you recall this

1 document?

2 A. I don't remember exactly when I wrote
3 this, but this would have been a part of a lot of
4 things I was asking for. I'm not sure when this --
5 when this was written. I mean, I don't see a date
6 on it.

7 Q. No. There's not one that I can find
8 either. Did this come from Attorney Potterfield's
9 file or did it come from your file?

10 A. No. This would have been her -- I don't
11 remember having this.

12 Q. Okay. Is this some notes that you wrote
13 to Attorney Potterfield when she was representing
14 you?

15 A. Yes. But, I don't where this -- did this
16 come from her files?

17 Q. Yes, ma'am. There's a copy of a yellow
18 sticky note on the front of that and it says, "from
19 Dr. Campbell."

20 A. Uh-huh. I see.

21 Q. Whose note -- is that your writing?

22 A. No.

23 Q. Okay. Do you know whose writing that is?

24 A. No.

25 Q. All right. But everything else on those

1 documents is your writing?

2 A. The writing? Uh-huh.

3 Q. In May of 2003 --

4 A. Okay. Are you going to give it back to
5 me --

6 Q. I'm not going to ask you anymore
7 questions about that, right now.

8 A. I would just like a copy to read later.

9 Q. Okay. Well, that's marked as an exhibit
10 and I gave a copy to --

11 A. Oh, yes.

12 Q. -- your attorney.

13 A. Thank you.

14 Q. In May of 2003, Mr. Guignard filed
15 divorce papers. Were you contemplating filing
16 divorce papers?

17 A. Pardon? No.

18 Q. You were not?

19 A. No. Can I add something to that?

20 Q. Sure.

21 A. Due to all of our misunderstandings of --
22 Allen showed me separation papers on Thanksgiving
23 of 2002, in the trunk of his car. Okay?

24 He was very angry. It was just -- it was
25 -- we had -- it was a misunderstanding and all

1 that. Okay?

2 He showed me those five -- four minutes
3 before Thanksgiving dinner, and it would be the
4 last blessing my dad would ever be able to say.

5 So -- and I knew that. So, anyway, then
6 Allen left and went back to live with his sister,
7 Emily. But he -- what I found out since then, only
8 within the last year or so -- year, that he never
9 filed separation papers.

10 And toward the end of December -- when he
11 left I called Angela and Shane. Angela was my
12 babysitter for three or four years, and her
13 husband, Shane, was in law school and just
14 graduated.

15 And so, I called and told them Allen had
16 moved out, again, and would Shane help me if I
17 needed any help. And he just -- he would help me
18 but, you know, he really wasn't -- he -- I think --
19 yes.

20 But my father, toward the end of
21 December, wanted me to go to Shane's office. My
22 father wanted to go down there so that I could sign
23 in front of Shane, a paper that would give my
24 father permission to talk to Shane about anything
25 if Allen pursued or pushed for the divorce or

1 anything.

2 So -- but, we all agreed that it probably
3 wouldn't come to that, he probably wouldn't do
4 that. You know, he had moved out before and moved
5 back in. And, I mean, I told Allen over and over I
6 didn't want a divorce, I didn't want a divorce, I
7 didn't want a divorce, or separation.

8 And so, my dad was so ill and knowing
9 that he was near -- he was so severely ill, he just
10 knew he was going to be dying soon, is what it was.

11 And he went down there to tell Shane, if
12 anything goes on, promise me you'll take care of
13 Linda. Promise me. Promise me you'll protect --
14 Promise me. She's worked really hard for her
15 money. Promise you'll protect her because Allen
16 can be very strong. And just promise you'll
17 protect her.

18 And he said, yes, he would. But, again,
19 we didn't think anything would come of it. We only
20 went down there to sign that piece of paper that my
21 dad could talk to Shane.

22 And Shane did say, well, if it did go to
23 a divorce ever, that he didn't think he would be
24 able to handle it all because he had just moved to
25 Orangeburg and he was starting to work there.

1 And he said, if it does do that, I think
2 you need to have somebody available in Columbia.
3 So, he said, you know, you just might want to kind
4 of look around and see if you know any attorneys or
5 anything. But, you know, all of this is if, if,
6 if.

7 So, Ashlin was a patient at Metabolic
8 Medical Center. And, also, Shane mentioned her
9 name at one time, that he knew her up here in
10 Columbia. So, I think it was in February, 11th,
11 2003, I did go meet with Ashlin. Just to kind of
12 get to know her a bit -- a little bit.

13 Just to kind of get to know her. But I
14 wasn't going to file any -- I wasn't trying to get
15 a divorce, I was just trying to get to know her.
16 And since my dad was trying to make sure I'd be
17 protected if he died, then I was going to make sure
18 I would have an attorney up here if I needed one.

19 And then on May the 7th, 2003, Ashlin
20 came into my office that morning and said, you need
21 to come by my office, you need to come to my office
22 and talk about something. And I'm at work, you
23 know, and -- but, anyway, I went.

24 And she said, see this thing -- it looked
25 -- it kind of looked like the separation papers,

1 maybe, I'd seen in Allen's trunk. I don't know
2 what it was. She said, we have to respond to this,
3 we have to respond to this.

4 I said, why, has Allen notified you that
5 he wants any kind of divorce? Have you heard from
6 Pope with anything? Has Shane called you? She
7 said, no, no, no one has notified me of anything,
8 but we just need to respond.

9 I said, no, we don't need to respond.
10 This is a piece of paper, here, that Allen, you
11 know, showed me in the trunk of his car six months
12 ago. And I said, he's not filed anything, I don't
13 want a separation and I don't want a divorce. Do
14 not send anything. Do not do anything.

15 And so, Ashlin -- she was sitting behind
16 her desk and she walked over and sat by me with the
17 paper. And she said, well, just since you're here,
18 though -- just since you're here, let's just write
19 down what -- what you might want if we had to
20 respond to it or something.

21 You'd want the house, right? You'd want
22 Zachary to go to Heathwood. And she just kept
23 saying all this stuff. I kept saying, no, I don't
24 want any -- I said, of course I'd probably want the
25 house, but I don't want a divorce. I don't want a

1 separation. I don't want -- I don't want you to
2 send anything to them. I want you to do nothing.

3 And if you'll look in your papers, on May
4 the 6th, the day before she came in my office and
5 asked me to come to her office, she had sent the
6 letter to Pope. None of what I said. None.

7 And then Pope responded with a letter
8 back to her, and Allen filed for divorce. But I
9 never even put any of that together until 2011. I
10 never knew why Allen was divorcing me. I didn't --
11 I couldn't understand why he was divorcing me. He
12 probably didn't know why Pope had gotten that
13 letter.

14 Q. I'm going to show you a letter from Pope
15 Johnson to Shane Burroughs and Ashlin Potterfield,
16 dated August 27th, 2003.

17 A. Uh-huh.

18 Q. There's a copy of a sticky note on that
19 document. Is that your handwriting on the note?

20 A. Yes, it is.

21 Q. Okay. We'll have that marked as an
22 exhibit. Do you recognize that letter?

23 (Marked Deposition Exhibit No. 7)

24 A. Yes.

25 Q. Was that a note that you put on the

1 letter after you got your file materials from
2 Ashlin Potterfield's office in 2010, 2011?

3 A. I don't remember when I put that note in
4 there. I understand what it's all related to, but
5 I don't remember when I put the note on.

6 Q. Well, would you have had a copy of that
7 letter prior to your getting the materials from
8 Ashlin's office?

9 A. I think this is what -- yes, I had this.
10 Uh-huh. I did.

11 Q. But you don't know when you put that
12 sticky note on it?

13 A. That would only probably -- I don't
14 remember exactly when I put that. Maybe when I was
15 organizing all this to send to you all.

16 Q. Okay.

17 A. Yeah.

18 Q. The note says, Allen wanted gym bag,
19 ASAP. Ashlin made Shane tell him about it.
20 Explain that to me.

21 A. When I first went to talk to Ashlin in
22 February, just trying to get to know her, not
23 wanting a divorce or anything, she just asked me if
24 there was anything I wondered about Allen, or
25 anything I wanted to know.

1 I and Hayden and Zachary and Allen were
2 at his office one Sunday. And we went to his
3 storage and he said we could look through anything,
4 or Hayden could look through anything.

5 She was getting ready to unzip this gym
6 bag and Allen just grabbed it from her and threw it
7 over, like, a huge brick wall outside of his
8 office. And then said that we had to leave, right
9 then.

10 And I always wondered what was in it
11 because somehow he got it back in his office. And
12 we went back there and I couldn't see it anywhere.
13 So, it was just something I was just curious about.

14 I didn't know why he had grabbed it from
15 Hayden and thrown it over the wall. So, Ashlin
16 said, well, if you can find out what it is, do it.
17 I was able to go to Allen -- to storage, where we
18 kept a lot of our stuff, and get into the storage
19 and look at the bag.

20 When I did that, I have -- I mean, I have
21 the pictures of what was in the bag. It was the
22 gym bag, and inside it had ties, and little bikini
23 underwear. It had four ropes and it had a gun, and
24 sexual tapes in it.

25 And so, I called Ashlin right there --

1 from there and I told her what I found, and there
2 was a gun in it. And she said, well, take it and
3 bring it to me. I didn't really want to take it. I
4 wasn't sure if it really belonged to Allen, but she
5 said, bring it to me.

6 So, I took it to her. Then she sent me
7 to a private investigator and he evaluated --
8 looked at all the contents and he said -- the
9 investigator said, the things in this bag, these
10 contents, are all sadist masochism. I don't know
11 if it's homosexual or heterosexual.

12 So, I went -- when I went back to
13 Ashlin's, she said, well, Allen is not to be around
14 your children. Your children are in harm's way.
15 He is not to be around your children whatsoever.

16 Tell your babysitters to look the doors,
17 don't answer the phone, don't do anything, don't
18 let Allen be around them at all because they're in
19 harms way. I would never let my daughter around
20 Allen Guignard. Never.

21 And I remember her saying -- I said --
22 and I was -- it scared me. I said, I mean, I've
23 been raped before. I know what harm's way is.
24 You're saying he can't be around the children at
25 all? She said, no, and make sure the babysitter

1 doesn't take, you know, eyes off them if they are
2 outside or anything.

3 And I said -- and then I said, Ashlin,
4 this is a bag. This is the bag, and it was in
5 Allen's storage but we don't know what Allen is
6 doing with the bag. Shouldn't we get a private
7 investigator, or somebody, to follow and see if
8 he's doing anything with the bag? To see if, in
9 fact, my children are in harm's way or whatever.

10 And she said, nope, you don't need to do
11 anything, this is all I need, this is all I need.
12 Then she said, you are going to carry that bag
13 around to every meeting and everything. And she
14 was going to open it in front of Allen and expose
15 him, or embarrass him.

16 And so, this is all -- and then the first
17 meeting with Allen, at Pope's office, was August
18 the 25th. And so, Ashlin had told me to -- Shane
19 was going to be there, so, to bring the pictures of
20 what was in the bag.

21 So, we went in there and Ashlin went
22 through the pictures. And then she looked at Shane
23 and she said, he really does look the part.

24 And then after Allen had been in there
25 and walked out or something, Ashlin said, well, you

1 know, this is the first time I've ever meet him in
2 person. I ought to carry -- I won't open the bag
3 in front of him, but I'm not against carrying the
4 bag to every meeting.

5 And then, Ashlin told Shane to go in
6 there and tell Allen that I had something that
7 could be opened in court and he would be really
8 embarrassed about it.

9 And so Shane -- when Shane went -- Shane
10 went to the room and came back, and he said it
11 appeared that Allen was very stressed by it and
12 that Allen said he had to go to the house
13 immediately. Immediately.

14 And so, these letters that Allen wants to
15 come to the house are related to that.

16 Q. Who was in Pope Johnson's office on
17 August the 25th?

18 A. Pope was there and Allen was there.
19 Ashlin was there and Shane was there, and myself.

20 Q. And --

21 A. We had a meeting there. I just thought
22 we were having a meeting and talking. When we went
23 in, Allen was telling me, you know, you can have
24 the house and something about \$150,000, or
25 something.

1 But, I mean, I don't even know why he was
2 saying that. I didn't know that Ashlin -- I don't
3 know -- I didn't know -- I didn't even know he had
4 filed for divorce. I didn't even know that letter
5 had been sent out on May the 6th.

6 Because my -- I didn't know all that. My
7 father had been critically ill and in hospitals and
8 -- for that three month period. He didn't even get
9 out of the hospital until July the 28th.

10 So, I really didn't know what the meeting
11 was for, but when we went there, I guess that's
12 what it was. They were proposing what they would
13 pay. But it -- after that, I got a letter from
14 Allen saying -- it's somewhere, I could present it.

15 He couldn't believe I'd take such a
16 tactic and he had an idea of what he thought --
17 that he might know what I have, but he wasn't sure.
18 He couldn't believe that I would take such a tactic
19 and he would testify in court. And he would never
20 forgive me. Ever.

21 Q. Did I understand you say that you gave
22 this bag to Ms. Potterfield?

23 A. I took it to her office and showed it to
24 her. She took it to the private investigator. And
25 then she told me to take it to them, and put it in

1 a very safe place and --

2 Q. After this meeting on August the 25th,
3 did you then understand that there were, at least,
4 separation papers that had been filed?

5 A. No -- well, no separation papers had been
6 filed, I don't believe. Because in June of 2012,
7 is when I went to the court, Richland County Court,
8 because I just didn't really know who had filed for
9 divorce. I didn't know, really, what had happened.

10 And Allen had never filed separation
11 papers that he showed me in November. And six
12 months later he files for divorce, on May the 7th.

13 And then, you know, after that, with
14 time, I put it together that Ashlin had faxed that
15 letter to Pope. She faxed the letter to Pope
16 before she even told me I had to meet with her.
17 And I hadn't even hired her as a lawyer. I'd seen
18 her in February, talked to her to see if she'd be
19 available if --

20 Q. Do you recall meeting with Ashlin on June
21 the 3rd of 2003, and signing a fee agreement?

22 A. On what date?

23 Q. June the 3rd of 2003.

24 A. I don't believe I signed anything then,
25 or not. You know, all this happened in May, on May

1 the 7th. Well, then Ashlin says she accepted the
2 divorce amount and everything. So, Allen is
3 divorcing me. I don't know why. I didn't
4 understand why. But she said, now she'll be the
5 attorney.

6 Q. Do you recall paying her --

7 A. Five-thousand dollars?

8 Q. Yes.

9 A. Uh-huh.

10 Q. Is that a yes?

11 A. Uh-huh.

12 Q. Are you saying, yes?

13 A. Yes.

14 Q. Thank you. Do you remember the day that
15 you paid her that fee?

16 A. I have that written here.

17 Q. Okay. What date was that?

18 A. I just need to find it.

19 Q. Okay.

20 A. Can I just -- can I just wait until I can
21 go check my -- it's my bank statement?

22 Q. Okay. We can come back to that.

23 A. All right. It -- If it is -- it's in
24 there. But it is after that, what you're talking
25 about.

1 Q. What did you understand you were paying
2 Attorney Potterfield \$5,000 to do?

3 A. At that time, she said she was going to
4 be the attorney in the divorce case if Allen
5 divorced me.

6 Q. So, you understood, at that time, that
7 divorce papers had been filed and she would be
8 representing you?

9 A. I understood she said she was going to be
10 representing me. I just remember -- when she asked
11 me to come in May 7th, I said, don't do anything,
12 don't do anything. She'd already done it by then.

13 I walked out -- the rest of the time I'm
14 focused on my father. He's a -- you know, he had a
15 horrible stroke, that he could only move his hand
16 and talk, and was in pain. I was focusing on that.

17 Yes, when she said to pay her \$5,0000,
18 she said she is going to represent me. But I
19 didn't know how we got from when I said, don't send
20 anything. I didn't understand why all of the
21 sudden she gets papers from Allen.

22 I mean, I didn't understand why all of
23 the sudden Allen did that. I mean, I didn't -- I
24 just -- I had no earthly idea she had sent that
25 letter on May 6th. None.

1 Q. Do you remember a mediation being
2 scheduled in this case?

3 A. Yes.

4 Q. What was your understanding about the
5 purpose of the mediation?

6 A. In the mediation, we would sit there and
7 discuss everything, regarding all of the finances,
8 everything. About the bag and what Ashlin thought
9 that meant.

10 Everything about what Jennifer Savitz
11 thought when Ashlin referred Zachary to her. She
12 was a trauma specialist. That she would have that
13 report. I'd be able to know what -- that my
14 children were in harm's way, were they or not.

15 I mean, I never let my children answer
16 any letter to Allen, or anything, for five years
17 because I was so afraid. I mean, she was so afraid
18 for my children's safety.

19 On top of my father being critically ill.
20 On top of working, single parent -- I wasn't -- the
21 mediation --

22 Q. Okay.

23 A. -- I called Ashlin about the mediation.
24 To ask if we could meet before the mediation so we
25 could go over what we need to talk about. She

1 said; no, she couldn't do that. And she said
2 something, that she was real busy replying for a
3 judgeship, too.

4 But she said, no, everything will be
5 discussed at mediation.

6 Q. I'm sure you've told me before, but your
7 father died when?

8 A. In June 22nd, 2005. Around May the 4th,
9 my father told me he would -- my father is a
10 general surgeon. He was in so much pain and he was
11 very sick.

12 He was in so much pain from a
13 radiculopathy that he said he was going to have
14 surgery, and William Rambo was going to do surgery
15 on him. He would rather die under the anesthesia
16 than continue with that pain. He told me that May
17 the 4th.

18 And the chances of him dying in that were
19 probably 90 percent. Or, you know, having a major
20 stroke. But he was choosing to have surgery. And
21 he said, I'd always kind of -- my dad had always
22 talked a lot to me because I was a physician and he
23 was a surgeon.

24 But he said, you know, this is my
25 decision and I'm going into surgery on May 26th.

1 So, that Sunday I left already knowing, my father
2 is telling me he's dying. I was preparing for him
3 to die, you know. That's the -- May 4th.

4 Q. All --

5 A. I can remember the -- 2003, I can
6 remember it very much because I have a calendar
7 here with me. May 4th is a Sunday. Ashlin comes
8 into my office on the 7th and tells me to come to
9 her office to respond to stuff.

10 And then my dad had a -- before he even
11 had the surgery, he had a major, major stroke on
12 May 23rd. Which just left him where he could only
13 move his hand and talk.

14 Q. I'm going to show you a letter dated May
15 26th, 2004. This is a letter that Ms. Potterfield
16 wrote to Mr. Johnson, and it shows a copy of it
17 going to you.

18 A. Uh-huh.

19 Q. And there are some notes on the left
20 margin that are scratched out. Do you see that?

21 A. Yeah. Well, I never said this. I never
22 wanted the house --

23 Q. Whoa. Whoa.

24 A. -- put --

25 Q. Before we get into the copy of the letter

1 --

2 A. Uh-huh.

3 Q. Did you make these scratches or these
4 notes on the left, the handwritten notes?

5 A. Uh-huh. I did when I was preparing
6 everything to give you all. And then I thought,
7 well, I don't need to write on the document. I can
8 write on the top left.

9 Q. Okay. So, you've seen this document
10 before?

11 A. Uh-huh.

12 Q. Okay.

13 A. I sent it to you.

14 MR. HILL: Let's mark that as an
15 exhibit, too, please.

16 COURT REPORTER: Excuse me, does
17 anybody have Exhibit No. 7?

18 THE WITNESS: Here it is.

19 COURT REPORTER: Sir, you will
20 verify that that exhibit was just one
21 page?

22 MR. HILL: Yes.

23 COURT REPORTER: Thank you.

24 (Marked Deposition Exhibit No. 8)

25 (By Mr. Hill)

1 Q. This letter, which has been marked as
2 Exhibit No. 8, again, is a letter from Attorney
3 Potterfield to Attorney Johnson.

4 The last paragraph says, "In addition, my
5 client would like to put the house on the market
6 for sale due to her decrease in income she can no
7 longer maintain her portion of the house. Please
8 discuss this with your client."

9 She shows a copy of that going to Shane
10 Burroughs and to you. Do you deny that you
11 received a copy of this letter on, or about, May
12 26th of 2004?

13 A. I mean, I received the letter.

14 Q. Okay. And do you contest that you had
15 agreed to put the house on the market for sale?

16 A. I never wanted to put the house on the
17 market for sale.

18 Q. Well, whether you wanted to or not, did
19 you agree to do that?

20 A. Yeah.

21 Q. So, when you received this letter, did
22 you call up Attorney Potterfield and say, I won't
23 agree to that?

24 A. No.

25 Q. Did you do anything in response to this

1 letter?

2 A. (Non-verbal response)

3 Q. Okay. I'm going to show you a letter
4 dated June 4, 2004, from Mr. Johnson to Ms.
5 Potterfield. And there's some handwritten notes on
6 that. Is that your handwriting?

7 A. Yes, it is.

8 MR. HILL: Can I get that marked,
9 please?

10 (Marked Deposition Exhibit No. 9)

11 (By Mr. Hill)

12 Q. Dr. Campbell --

13 A. That's what -- this is the same one. Oh,
14 I'm sorry. Go ahead.

15 Q. Yeah. It was just marked. Dr.
16 Campbell, this is a letter that Attorney Johnson --
17 and Johnson was representing --

18 A. Allen.

19 Q. -- Mr. Guignard. Yes. Okay. He wrote
20 to Ms. Potterfield and he says, "I have talked
21 with Allen Guignard about your client's request to
22 list the material residence for sale."

23 And you wrote a note on here. Your
24 handwriting says, "never wanted to put house on
25 market", and is that your initials?

1 A. Yes, it is.

2 Q. And a date, July 20, 2011?

3 A. Correct.

4 Q. Okay. So, what was the occasion of you
5 writing that note on this letter?

6 A. I have to go back -- I have to go back
7 and find when I finally got what Ashlin sent for
8 those -- the files.

9 Q. I'll tell you that the document that we
10 looked at early, that said you received a copy of
11 the file, was dated July 12, 2011. So, this would
12 have been eight days later.

13 A. After that.

14 Q. Yes.

15 A. Probably then I was just trying to put
16 things together. I really couldn't put anything
17 together before. I was so focused on taking care
18 of my father. I was so devastated that Allen was
19 divorcing me. I couldn't understand why he was
20 divorcing me when my father was dying. And I was
21 so focused on other things that I just -- I
22 couldn't focus on this. I mean, it was a time I
23 needed to trust somebody. And, you know, I mean,
24 I was supposed to stay in the house. My children
25 were supposed to stay in the house, you know, all

1 that was said in the office. I just couldn't -- I
2 couldn't -- I couldn't focus on that battle and,
3 you know, not that -- my dad -- I mean, my dad was
4 so sick. He had nine pneumonias during that time.
5 I started treating him in the hospital, so I don't
6 remember --

7 Q. Okay. Well --

8 A. -- why I wouldn't have called her back.
9 Because I didn't have much -- there wasn't much
10 communication with her. I don't remember.

11 I mean, there's a lot of letters going
12 back and forth between Ashlin to Pope, and Pope to
13 Ashlin, you know. Hearings, you know, orders from
14 the court, you know, going to have a trial, you
15 know, going to get a subpoena, going to get a
16 deposition.

17 Then, all the sudden, they are going to
18 do the mediation. I mean, I really didn't even know
19 what was going on. I just couldn't concentrate and
20 put all of that together.

21 Q. Okay. We need to go off the record. I
22 don't want to cut you off but we need to change the
23 tape.

24 A. Okay.

25 VIDEOGRAPHER: This is the end of

1 Tape No. 2 in the deposition of Linda
2 Campbell, M.D. We are off the record at
3 3:16 p.m.

4 (BREAK 3:16 - 4:00 p.m.)

5 VIDEOGRAPHER: This is Tape No. 3 in
6 the deposition of Linda Campbell, M.D.
7 We're on the record at 3:36 p.m.

8 (By Mr. Hill)

9 Q. Dr. Campbell, when we left off at the
10 break, I had asked about this letter that we marked
11 as Exhibit No. 9. Which was Mr. Johnson's letter
12 to Ms. Potterfield, talking about listing the
13 marital residence for sale. Do you remember we
14 discussed that?

15 A. Uh-huh. And it's the same letter. I'd
16 gotten Allen's furniture together and put it out in
17 the garage. However, it was really hot in June, so
18 Ashlin told me to tell him to come pick up the
19 furniture. And then he wanted me to put it back in
20 the house.

21 So, the second thing is just saying Allen
22 arranged to move his furniture from the garage.
23 But I just took it back in because he asked me if I
24 could just keep it there until he could get it, so

25 --

1 Q. The next letter I want to show you is a
2 letter, actually, from Cookie Atkerson, who is
3 Ashlin's legal assistant.

4 A. Uh-huh.

5 Q. It's addressed to you and dated June 7th,
6 2004. And I just want to ask you, first of all, if
7 you recall receiving that letter? Because that
8 letter is enclosing, to you, the letter that we
9 previously marked as Exhibit No. 9.

10 A. And what was the question, sir?

11 Q. Do you recall receiving that letter?

12 A. I can't say I remember receiving this,
13 exactly. I have so many letters. I didn't pay
14 attention to every letter that came in.

15 Q. Okay.

16 A. I mean, I knew Allen wanted me to move
17 his furniture back in because of the heat, but I
18 wasn't paying any attention to this, with the
19 house, because I -- I didn't want to sell -- I
20 didn't want to sell the house.

21 Q. Okay.

22 A. I didn't want to put it on the market. I
23 mean, we needed to live in the house.

24 Q. Okay. This letter from --

25 A. I paid more for the house in Chapin than

1 I would if I'd have kept -- stayed in that house.
2 I didn't -- I wasn't with no money.

3 Q. This letter from Attorney Potterfield's
4 office to you, dated June 7th. It's addressed to
5 you at Metabolic Medical Center. Would that have
6 been a correct address for you, at that time?

7 A. I would -- let me see? That's where I
8 was working. Uh-huh.

9 Q. Okay.

10 A. Yeah. I didn't notice that.

11 MR. HILL: Can we mark this as the
12 next exhibit, please?

13 (Marked Deposition Exhibit No. 10)

14 Q. Now, we had talked earlier about your
15 paying Ms. Potterfield \$5,000.

16 A. I think I have -- I believe this is the
17 date. I don't have copies of my checks.

18 Q. Okay.

19 A. But there is \$5,000 on 6/10. That's a
20 check.

21 Q. And June 10th would have been the day the
22 check cleared, according to your bank statement?

23 A. I don't know the answer to that.

24 Q. Okay. All right. Let me show you this
25 document. It's captioned Fee Agreement and

1 Acknowledgment. It's five pages long. I ask you
2 to take a quick look at that.

3 A. Okay.

4 Q. Are those your signatures on the last two
5 pages of that document?

6 A. Yes.

7 MR. HILL: Mark that.

8 (Marked Deposition Exhibit No. 11)

9 Q. All right. I'm going to show you Exhibit
10 No. 11, which is the fee agreement. Down at the
11 bottom of the first page there's some handwriting.
12 Is that your handwriting?

13 A. Yes, it is.

14 Q. And there's some underlining in that
15 paragraph. Physical cruelty is underlined and
16 desertion is underlined. And there's some initials
17 by the word desertion. Are those your initials?

18 A. By the word desertion? No. That says
19 times three.

20 Q. Okay. Is that your writing?

21 A. Uh-huh. Yeah. Because he left for three
22 or four nights in 2010 and 2011.

23 Q. And what is the handwriting at the bottom
24 of that page, what does that say?

25 A. Emotional abuse, inappropriate cussing in

1 front of me and my children.

2 Q. Is that your handwriting?

3 A. Yes.

4 Q. Do you remember making these notes on
5 this document?

6 A. I don't remember writing on it but that's
7 my handwriting.

8 Q. Okay. And then on, I believe, the third
9 page of the document, at the bottom of the page it
10 says, "a minimum advance retainer fee" and \$5,000
11 is written in. Is that your initials by that
12 entry?

13 A. Those are my initials.

14 Q. Okay. And then on the last page it says,
15 "I acknowledge reading the above and receiving a
16 copy for my files." Is that your signature, Linda
17 J. Campbell, M.D., over the word client?

18 A. Yes.

19 Q. And the date of June 3, 2003?

20 A. Uh-huh.

21 Q. Yes?

22 A. Yes.

23 Q. And your signature, again, under the
24 date?

25 A. Yes.

1 Q. Okay. Thank you. Do you recall going to
2 the mediation on July the 1st, 2004?

3 A. Yes.

4 Q. Who all attended the mediation?

5 A. Allen was there. Pope, Ashlin, Jimmy
6 Long, and myself.

7 Q. Was Shane Burroughs present?

8 A. No. He called me during the time.

9 Q. At the mediation?

10 A. Pardon?

11 Q. During the mediation?

12 A. Before we had adjourned.

13 Q. Okay. What was your understanding of the
14 purpose of the mediation?

15 A. My understanding was just trying to come
16 to some resolution of everything regarding the
17 marriage. I had called Ashlin, she said everything
18 would be discussed in mediation.

19 Q. Okay. I want to show you a document
20 that's captioned, Marital Settlement Agreement.
21 It's dated July 1, 2004. And I'm going to ask you
22 if that is your signature on the last page?

23 A. Yes. If I could add something to this --

24 Q. I'll ask you about it as soon as we get
25 it marked.

1 (Marked Deposition Exhibit No. 12)_

2 A. Okay.

3 Q. Okay. You can say whatever you want to
4 say.

5 A. First of all, the mediation -- first of
6 all, I told Ashlin I didn't want Jimmy Long because
7 I had talked to Jimmy Long about this case before I
8 went to Ashlin. So, I did not want Jimmy Long to
9 mediate. But Ashlin said, no, it's okay, I'll pay
10 for everything, I'll pay for everything, I'll pay
11 for everything.

12 So, I went to the mediation. And from
13 the time I got out of my car, to the time I got
14 back in my car, was between 20 and 30 minutes.

15 When I walked into the mediation, Ashlin
16 and Jimmy Long were sitting at the end of the
17 table, you know, just -- you know, talking about,
18 you know, their children or what -- you know, just
19 talking.

20 So, I sat, like, right there and I waited
21 for a while. And I was trying to get Ashlin's
22 attention. Finally, I said, "Ashlin, we need --
23 don't we need to discuss what we're going to talk
24 about?"

25 And then Jimmy Long picked up the paper

1 and Ashlin -- and hand -- Jimmy Long said, oh, give
2 him his mother's ring. He wants the ring back?
3 Give him the ring, or, he wants the tech grill?
4 Give him the grill so he can cook his food.

5 That was the whole conversation. And
6 then Allen and Pope walked in. So, we sat down
7 with Allen and Pope there, and Ashlin and I, and
8 Jimmy Long.

9 I'm sure he presented some, you know,
10 information and stuff. And then -- about what is
11 mediation, or something. And then he just said,
12 well, you all know what to do.

13 And so, Ashlin and I went to some little
14 small room and almost -- I went -- very -- almost
15 immediately, Pope came to the door and said, all
16 right, we offer \$175,000. And Ashlin goes, Great!
17 That's more than last year when you only went 50.
18 Great. And she stood up.

19 I was kind of trying to ask where all
20 these numbers came from because we'd never
21 discussed any of that before. And then Pope walks
22 half way out and then he comes back in. And he
23 says, Linda, you still want the house, don't you?

24 And I was trying to say yes. And Ashlin
25 goes, no, she's moving to Chapin, she doesn't want

1 the house. Pope asked me a second time, but Linda,
2 you want the house, don't you? And, again, Ashlin
3 said, no, she's moving to Chapin

4 I was not planning on moving to Chapin.
5 And then we walked right out, back to the main
6 conference room. And whatever papers had been
7 brought by Pope, they had to go in there and change
8 them.

9 Allen had said that I could have the
10 house. Allen has told me several times in the last
11 -- years before that, I could always have the
12 house. He never knew why I moved to Chapin.

13 And then -- but back -- then they talked
14 about the interest on the house, that we paid
15 together, would all go to Allen. And so, they went
16 and got these papers ready, and then they came and
17 brought the papers in.

18 And I sat down and I said, I need to read
19 these papers. And Ashlin was kind of standing over
20 me and she said, no, you don't need to read the
21 papers, it's everything we talked about, just sign
22 them. I said, I know my father told me I need to
23 read every paper. And she said, no, just sign
24 them..

25 So, I initialed them. And then, within

1 five minutes, I got a phone call from Shane asking
2 me what had happened with the settlement. And I
3 told him \$175,000. And then -- and he said, and
4 you have the house, too, right? And I said; no,
5 Ashlin says I don't have the house.

6 And he said, Linda, you're supposed to
7 have the house. You have -- you're supposed to
8 have the house. And I said, I don't know why I
9 don't have the house. I don't understand.

10 And so, I got off the phone and went over
11 to Ashlin, still in the -- still in the room with
12 the big table, and said, Ashlin, I do want the
13 house. I need the house.

14 I want and need the house because I work
15 downtown and have to be at work at 7:30. Zachary
16 has been evaluated, he has learning -- some
17 learning disabilities. That's why he's at
18 Heathwood. And Hayden has just gotten into the
19 highest High School -- the highest High School
20 program you can get into.

21 And on top of that, I don't want -- I
22 would never want to move to Chapin because I have
23 an autistic nephew, who's like a year and a half
24 older than Zachary, who always is aggressively
25 trying to hurt Zachary. All the time.

1 And we've lived in the house in Gregg
2 Park for five years. My children had their friends
3 and everything. I said -- I said, Ashlin, I need
4 and want the house. She said, well, it's too late
5 now. You've signed it and there's nothing you can
6 do about it.

7 Q. On the first page of this document, where
8 the date is written as July 1, 2004. Is that your
9 initials there at the top?

10 A. Yes.

11 Q. And at the bottom of the page, are those
12 your initials, as well?

13 A. Yes.

14 Q. Whose are the other initials?

15 A. Allen.

16 Q. All right. Are your initials on page
17 two?

18 A. Yes.

19 Q. Page 3?

20 A. Yes.

21 Q. Page 4?

22 A. Yes.

23 Q. Page 5?

24 A. Yes.

25 Q. And your signature is on Page 6?

1 A. Yes.

2 Q. On Page 2, Paragraph 6, if you'll look at
3 that, please.

4 A. Uh-huh.

5 Q. It says, "The Wife agrees to transfer her
6 one half undivided interest in the house and lot at
7 25 Avian Trail to the Husband by general warranty
8 deed. The Husband agrees to have the Wife's name
9 removed from the note and mortgage."

10 The next page says, "Husband shall
11 refinance or remove the Wife from the mortgage as
12 soon as practical but in no later than four
13 months."

14 A. Yes.

15 Q. And, "The parties agree that they may
16 jointly extend the four month deadline. The
17 closing and transfer is to take place on July 28,
18 2004." So, your testimony is that you were
19 protesting, that you did not want to sell the
20 house. Is that what you're saying?

21 A. I never wanted to sell the house.

22 Q. Do you see that in this agreement you are
23 agreeing to sell your one half undivided interest
24 to Mr. Guignard?

25 A. I was not able to read these papers

1 because -- I didn't read these papers. That's when
2 I said that I needed to read these papers. And
3 Ashlin kept saying, you don't need to read it, it's
4 everything we discussed, you don't need to read it,
5 just sign them.

6 Q. Did you understand that you were agreeing
7 to sell your undivided one half interest to your
8 husband?

9 A. I didn't understand anything in this
10 paper.

11 Q. You see on Page 3, Paragraph 7, "The
12 Husband agrees to pay the wife \$175,000"?

13 A. I mean, that's what Pope came in the room
14 and said.

15 Q. Do you know who prepared this document?

16 A. No, I don't.

17 Q. Okay.

18 A. I just heard him say, whatever document
19 they brought, that they were going to have to go in
20 there and change some of the stuff. That's what I
21 heard Pope say.

22 Q. Do you recall that an appraisal was done
23 on the house?

24 A. I think I had an appraisal done on the
25 house -- is that what -- no.

1 Q. Linda --

2 A. I know -- no, no. We had an appraisal
3 done in September 2002.

4 Q. Let me show you this appraisal report. I
5 will tell you that I have searched in vain for a
6 date on that report and I cannot find one.

7 A. This is like September -- this is when
8 Allen refinanced the house in September. I think
9 it was September 2002. This is before we did -- he
10 refinanced and went with a different --

11 Q. Okay.

12 A. -- company. But I have the original of
13 this and I don't know why this is not on there. I
14 didn't know how to read the key codes. I can get
15 you the original for that and let you copy it.

16 Q. So, you do have the original of this?

17 A. Yeah, because I'm the one that copied it
18 and sent it to you.

19 Q. Okay. And your recollection is this was
20 in September of 2002?

21 A. To the best of my knowledge. But it was
22 -- it was what -- it was before any -- any of the
23 problems.

24 Q. Okay.

25 A. You want me to finish about the

1 mediation?

2 Q. If you have anything else you want to say
3 about mediation, yes, ma'am. That's fine.

4 A. Okay. So, let me -- at the mediation
5 Ashlin said, you know, there's nothing you can do
6 about it -- you've signed, there's nothing you can
7 do, nothing can be done.

8 I mean, I was -- then, I went back to
9 work and, like I said, the mediation lasted between
10 20 to 30 minutes. I was back in my car, like,
11 leaving within 30.

12 Nothing was discussed between the
13 attorneys. Nothing. Nothing was discussed. I
14 mean, Pope came and said, we'll give you \$175,000,
15 you want the house, Linda? I'm trying to say, yes.
16 Ashlin said, no.

17 We walk out there, they gave me this
18 paper and they say, you know, sign it. That was
19 it. That was the mediation.

20 So, when I went back to work I saw a
21 couple of patients, and then I got on the phone and
22 called Shane again. I said, Shane, I want the
23 house, you know, I'm supposed to have the house. I
24 mean, last August they said I had the house. The
25 house was never in question.

1 I don't even know how that got brought in
2 mediation, you know? I mean, I haven't even -- and
3 Shane said, yes, you're supposed to have the house,
4 Linda. And so he got on a three-way call with
5 Ashlin. And Shane said, Ashlin, Linda wants the
6 house, she's supposed to have the house.

7 And then Ashlin, like, appeared to be
8 yelling and screaming at me, and said, well, I'm
9 not changing anything. I'm not doing anything --
10 anything else. If you want anything changed then
11 you get another attorney and you'll have to pay all
12 of that money again. I'm not doing anything.

13 And then she calmed down. And then she
14 said, but Linda, it will be okay because you get
15 all the furniture -- you get all the furniture in
16 the house. And you will get to be able -- get to
17 be out there near your dad and take care of him.
18 It will be okay, Linda. It will be okay.

19 But, I mean, I've been caring for my dad
20 for fifteen months driving from Gregg Park, I mean
21 -- again, I said, I really need the house. But I
22 called Ashlin, again, and talked to her within the
23 next week. And then I talked to her about the
24 whole thing, again, before we went over for the
25 final hearing.

1 And I walked in there and Brenda was
2 standing there. And I said, Ashlin, I really need
3 the house. I mean, I have to be at work, my
4 children have to be at school, we've lived there
5 for five years, Zachary needs to go to Heathwood
6 because he has learning problems. You know, Hayden
7 is in this high -- you know, high thing. I need
8 the -- we need the house.

9 And right before we went over the
10 finance, she said, well, nothing I can do. Just
11 sign the deed over to Allen, just sign it. Because
12 that's when I had to sign over to Allen. She said,
13 just sign that.

14 And I kept asking. She said, there's
15 nothing you can do, nothing. And as we were
16 walking over there, she said, only thing you have
17 to do is answer yes to what the judge says.

18 And she said, I know you don't hear well,
19 but it doesn't matter if you don't hear all the
20 questions because all you have to do is answer yes.
21 That's all you have to do.

22 And we walked over there and went through
23 all that. Of course, I just answered yes. I
24 didn't listen. And after we walked out of -- well,
25 after -- actually, Judge Rucker, at the very end,

1 he said, you know, do you want a divorce -- I mean,
2 can you -- is there any reconciliation? He asked
3 that to Allen and Allen is going, no, of course.

4 There was no reconciliation after Allen
5 thought I had that bag. But Allen is going, no,
6 no, you know. And he asked me, Linda, do you want
7 a divorce? I said, no.

8 And Judge Rucker took his glasses off and
9 looked at me, and he said, you say no? I said,
10 yes. I mean, it was like -- it was like I couldn't
11 -- I just had to say it. Before, I couldn't even
12 say it.

13 And he said, but don't you understand
14 that, you know, it takes two people to work on a
15 marriage, you know, and your husband just said no,
16 you know, he doesn't -- there's no chance of any --
17 of any kind of reconciliation. So, with all of
18 that in mind, you can't do it by yourself.

19 So, with all that in mind, I will ask you
20 the question again. And so, I remember answering
21 the question, well, I guess the answer has to be
22 yes.

23 And then we walked out and Allen was
24 ahead of me. He turned back, and came back, and
25 told me his father had died the day before. Within

1 24 hours, or in there. His father had died, like,
2 22 hours before, or something. And he just wanted
3 me to know that. And, you know, I remember saying
4 that I was so sorry, and then Allen walked away.

5 And then Ashlin walked up and she said,
6 what did he say? And I said, that his father just
7 died yesterday. And she said, oh, he's worth a lot
8 more today than he was yesterday. Or, a lot more
9 today than he was yesterday.

10 We walked back to her office and when I
11 got back to the office I just -- I said, well,
12 Ashlin, do I owe you any more money? She said, how
13 much money did you give me? I said, five-thousand
14 dollars.

15 She said, that's exactly what it adds up
16 to. Exactly, five-thousand dollars. Exactly. And
17 I just -- I just asked if she would send me the
18 documentation of the meetings and how much
19 everything had cost.

20 Q. So, you understood in the mediation
21 agreement, that's there before you, that you were
22 transferring -- that you had agreed to transfer
23 your half interest of the house to Allen?

24 A. I heard them say that. I didn't get to
25 read this document.

1 Q. But what do you --

2 A. The whole entire thing was not even more
3 than 30 minutes. That is walking in there,
4 waiting, leaving. I'm just telling Ashlin that I
5 want the house. I mean, I was shocked when she
6 said, you don't have the house, you're moving to
7 Chapin. And then I said, I need the house, I'm
8 supposed to have the house. Then we go, I mean,
9 after I -- I just thought, you know -- it was just
10 like -- I was just -- I mean, every just thing
11 happened so fast. I didn't even read this. I
12 couldn't even think through it. I could not think
13 through it. And Shane called me within five
14 minutes. So, I go up and tell her that I don't
15 want to do this. And --

16 Q. Whether you agreed with it, or not, you
17 understood that the terms of the agreement, that
18 you signed, were that you were to sell your half
19 interest of the house to your husband; is that
20 correct?

21 A. Sell it to my -- I don't --

22 Q. Sell your half interest to Allen. You
23 understood that that was in the agreement, even
24 though you say you didn't want to do it, you
25 understand that that's what the agreement said?

1 A. I don't remember that -- remember that,
2 really, being in this agreement. I remember
3 hearing somebody say -- hearing somebody say, you
4 know, make sure Allen gets to take off all the
5 interest.

6 Are you talking about the interest, like,
7 that you take off on your income taxes? That's
8 what I -- that's what I thought they were talking
9 about. The in -- you know, you have a certain
10 amount of income taxes and, you know, we always
11 would divide it in two and take it off our taxes
12 separately.

13 Q. Okay. The next document I want to show
14 you is called Financial Declaration. It's four
15 pages long. Is that your signature on the third
16 page.

17 A. Yes.

18 MR. HILL: Can we mark that as an
19 exhibit?

20 (Marked Deposition Exhibit No. 13)

21 Q. Okay. The first page of that document
22 has the date, July 23, 2004. It has your name and
23 says that your occupation is a physician and that
24 you're employed at Metabolic Medical Center; is
25 that correct?

1 A. Right.

2 Q. And was that accurate as of that time?

3 A. Pardon?

4 Q. Was that accurate as of that time?

5 A. Where I was working? Yes.

6 Q. Okay. Now, I'm not going to go through
7 all of the numbers on here, but did you supply the
8 information for the income and the expenses, and
9 that sort of thing, which are on this document?

10 A. I don't remember these exact numbers. I
11 remember -- I'll find it. I have a handwritten
12 financial declaration that I'd written the year
13 before.

14 Q. Do you understand that the purpose of
15 this document was to present to The Court at the
16 hearing?

17 A. (Non-verbal response)

18 Q. You didn't understand that?

19 A. (Non-verbal response)

20 Q. What did you think you were doing this
21 for?

22 A. Well, the year before when I had to do
23 all the finances, I thought it was to show that I
24 could pay for the house and I could keep up my half
25 of the house and be able to pay for the house.

1 I don't remember any -- putting all this
2 together. I mean, it looks like I signed it --
3 this when I went to Ashlin's office, before we
4 walked over to the final hearing.

5 Q. Okay.

6 A. That it was all for hearing? I don't
7 remember it being a part of that.

8 COURT REPORTER: Mr. Hill?

9 MR. HILL: Yes?

10 COURT REPORTER: There were a couple
11 of times, in that exchange, where there
12 was no verbal answer. There was just a
13 shaking of the head.

14 MR. HILL: Okay.

15 COURT REPORTER: I just wanted to
16 let her know that I have no way to log
17 that.

18 THE WITNESS: Thank you.

19 (By Mr. Hill)

20 Q. Okay. I'm going to hand you -- the next
21 document I'm going to hand you is called Judgment
22 in a Family Court case, to which is attached a
23 Final Divorce Decree.

24 Do you recall appearing before Judge
25 Rucker, at Family Court in Richland County, on July

1 26, 2004?

2 A. Yes.

3 Q. Okay. And do you recall testifying
4 before Judge Rucker?

5 A. All I remember is asking me questions.

6 Q. Okay.

7 A. And looking at Ashlin. She -- and she
8 had told me to answer yes. That's all I remember.
9 And saying no at the end.

10 Q. Did you understand that this was a
11 Hearing in a divorce situation?

12 A. What I understood was I had to answer yes
13 to every question and that I'm -- and that, you
14 know, everything had been decided back on July the
15 1st and there was nothing I could do.

16 No, I thought -- and Ashlin said to say
17 yes. I had no idea I could discuss anything with
18 him or bring it up -- anything up.

19 Q. Do you recall the Judge asking you about
20 the marital settlement agreement that's attached as
21 part of the divorce decree?

22 A. He asked a lot of questions. I just
23 answered yes to every one. I don't remember
24 specific of the questions.

25 Q. Do you recall him asking if the

1 settlement agreement was something that you agreed
2 to and was voluntary on your part?

3 A. I don't remember the questions he asked.
4 All I knew is that Ashlin said I had -- say yes.
5 So --

6 Q. Do you recall getting a copy of this
7 divorce decree, at some point in time?

8 A. I just -- it probably -- it probably came
9 but I -- and I just noticed it in the records,
10 recently, when I was getting everything together
11 for you. I just put the records in a box.

12 I mean, I was devastated by everything
13 going -- I couldn't think of anything. I remember
14 reading this just recently, because this was sent
15 out after the divorce, on the 23rd, when we
16 appeared before Judge Rocker. I mean, I just read
17 that in the last -- recently.

18 MR. HILL: Let's mark that as an
19 exhibit, please.

20 (Marked Deposition Exhibit No. 14)

21 Q. Do you deny that a copy of this decree
22 was furnished to you shortly after the hearing?

23 A. I'm sure it came to me, yeah. I just
24 didn't see it. I mean, I didn't -- I didn't read
25 it.

1 Q. Okay.

2 A. And I walked out of that divorce knowing
3 I had to find a house to live in -- and somehow --
4 she kept saying Chapin. I drove straight to Chapin
5 because my father was so seriously ill.

6 I couldn't even stay in Columbia and look
7 for a realtor. My children were starting school
8 within the next two or three weeks. And I called a
9 realtor and I only knew one subdivision, it was
10 closest to the interstate so I could get to work.
11 So, I just chose a house there.

12 Q. At some point in time, did you and Robert
13 Campbell own a piece of real estate on Beachwood
14 Drive in Friarsgate?

15 A. No.

16 Q. Let me show you a document and ask you
17 if, on Page 2, that's your signature?

18 A. I mean, I know -- I don't know anything
19 about that document.

20 Q. Okay.

21 A. That's not my signature.

22 Q. That's not your signature? You need to
23 say --

24 A. I mean, people can write different ways
25 and that, but that doesn't look like how I sign

1 things. I don't know anything about that.

2 Q. Okay.

3 A. At all.

4 Q. Did you and Allen Guignard, for some
5 time, own a property on Haynesworth Road in
6 Columbia?

7 A. Yes.

8 Q. And did you sell that property in August
9 of 1999?

10 A. Yes.

11 Q. And I'm going to hand you a copy of a
12 deed, dated August 12, 1999, and ask if that's your
13 signature?

14 A. Yes.

15 MR. HILL: I'm going to mark that as
16 an exhibit.

17 (Marked Deposition Exhibit No. 15)

18 Q. Dr. Campbell, when you signed this deed
19 in August of 1999, along with Allen Guignard, did
20 you understand that you were selling the residence
21 at 1317 Haynesworth Road to --

22 A. 1307. Yeah.

23 Q. -- Christopher Twitty?

24 A. To what?

25 Q. To Mr. Christopher Twitty.

1 A. I didn't know who we were selling it to.
2 I knew we were selling it and that's when we were
3 buying the house in Gregg Park.

4 Q. Okay.

5 A. But I don't remember who we sold to.

6 Q. But you do remember selling the house and
7 signing the deed?

8 A. Yes.

9 Q. Okay. Thank you. Now I'm going to show
10 you a document, that's captioned General Warranty
11 Deed, dated July 23, 2004, and ask if that's your
12 signature on the second page?

13 A. Yes.

14 Q. Okay.

15 MR. HILL: We can mark that.

16 (Marked Deposition Exhibit No. 16)

17 A. But I didn't want to sign it.

18 Q. All right. Exhibit 16, to your
19 deposition, is the general warranty deed. It says,
20 basically, that you're selling all of your right,
21 title, and interest in the property at 25 Avian
22 Trail to Allen Guignard.

23 And you said that you signed it but you
24 didn't want to sell it; is that right? Or, I think
25 you said you didn't want to sign it.

1 A. No. I kept asking and telling Ashlin I
2 didn't want -- I wanted the house, I didn't want to
3 do this. She said that -- you have to sign it.
4 Sign it. I had no idea I had any choice in any of
5 this matter because Ashlin kept saying, there's
6 nothing you can do about it.

7 Q. Okay. Let me get this straight. You
8 knew that you were signing away your interest in
9 the house, you didn't want to do it, but you did it
10 anyway. Is that what you're saying?

11 A. If I had no choice because I -- because I
12 -- because I put the initials on there. And she
13 said there was no way you could even change it, at
14 all.

15 Q. But you understood what you were doing?

16 A. Uh-huh.

17 Q. Is that a yes?

18 A. Well, I mean that's -- yeah. But I kept
19 asking -- I mean, yeah. And I would -- I just -- I
20 mean, I trust -- I just trusted her. I mean, I
21 didn't -- yeah, I did sign it. But, I mean, I was
22 devastated. Devastated that I was having to sign
23 that.

24 Q. I'm sorry. Give me that back. There is
25 also attached to this same document, marked as

1 Exhibit No. 16, another document that's called
2 Affidavit. And I'll ask if that is your signature
3 on the second page of the Affidavit?

4 A. Yes.

5 Q. Okay.

6 A. Is that the same as the other one?

7 Q. There's a deed and there's an affidavit.

8 A. Ashlin just said, sign. I don't remember
9 what they were.

10 Q. Do you remember getting the \$175,000 that
11 Mr. Guignard had agreed to pay you in that
12 agreement?

13 A. I do.

14 Q. On September the 8th, 2004, you bought a
15 piece of property in Chapin, 311 Sienna Drive; is
16 that correct?

17 A. I bought it, yeah. I'm not sure if
18 that's the right date.

19 Q. Okay. I can show you a deed if I can
20 find it.

21 A. I mean, it is with -- it's the day that
22 --

23 Q. I'm just going to show it to you. I'm
24 not going to mark it as an exhibit.

25 A. Uh-huh.

1 Q. This is the deed from Mr. Lane to you,
2 \$323,000, 311 Sienna Drive, Chapin.

3 A. Uh-huh.

4 Q. And the date is September 8, 2004. Okay?

5 A. Yes.

6 Q. When did you decide to buy this piece of
7 property?

8 A. After the final divorce, I left and just
9 drove out there. I just took a left in that
10 subdivision, going down Johnson Marina Road, where
11 my parents live at the end. They have a huge
12 house. If I had wanted to -- needed to stay
13 anywhere, I could have stayed at my parent's house.
14 But I just turned on that road and just started
15 riding around that subdivision, that very day,
16 after I left getting divorced. So, what was the
17 question, again?

18 Q. I think I asked you when you decided to
19 buy that piece of property, but let me ask you a
20 different question. Why did you decide to buy a
21 house in Chapin, as opposed to somewhere else?

22 A. I think because I just heard Ashlin say,
23 she's moving to Chapin, moving to Chapin, moving to
24 Chapin. My father is suffering and dying and I
25 probably didn't process anything to think, you

1 know, I could live someplace else in Columbia.

2 When Allen had first moved out, the first
3 several months in, I remember looking at a place in
4 the Laureate. And just thinking, well, you know,
5 just in case, you know, we wanted to move there.

6 And so, I think it's just because Ashlin
7 said that and I had -- I just went straight to take
8 care of my dad. And there is -- I had no time. I
9 couldn't get a realtor to look around Columbia.

10 There was no time. My children started
11 school, I was at work. I was working then, we
12 working a lot and I can give you the calendar. I
13 mean, I was working four or five days, and on
14 Saturdays. They were open at different times.

15 Trying to take care of my father and protect
16 my son from the nephew -- my nephew who just lives
17 right down the street from my parents. It was just
18 -- I think -- I didn't process it at all.

19 Q. Was your father in the hospital at that
20 time?

21 A. He was at their lake house that they
22 bought. They bought a house there in 1999. My
23 father bought a lake house out there in Johnson
24 Marina, right at the very end. That's where I live
25 right now. But my father required care 24 hours a

1 day, seven days a week. He was like an ICU
2 patient. He was in constant pain that you could
3 not treat. He was awake and dying and --

4 Q. So, you bought the house in Chapin
5 because it was close to where your mother and
6 father were living. Is that fair to say?

7 A. Well, it was --well, yeah -- wait, that's
8 -- yeah. Yeah. I just drove out there and just
9 rode down the same street and then took a left.

10 I knew that that was the lower part of
11 the school district because my sister has children
12 out there and that was -- I knew that was the
13 closest subdivision to the interstate because I
14 knew I worked downtown. I had to be at work at
15 7:30.

16 I didn't need to live near my parents. I
17 really didn't even want to be in there because it's
18 only a mile from my cousin that -- the autistic
19 child that was -- that Zachary was unsafe to be
20 around. Since -- you know, since the child was
21 three-years-old and Zachary was 17 months.

22 I did not want to go. I didn't know any
23 other place and I knew that was closest to the
24 interstate. I didn't need, you know, to --

25 Q. Okay. I'm going to go into -- in June of

1 2007, you married Thomas Bradberry. Correct?

2 A. Yes.

3 Q. And you've already explained some of
4 that. But the final divorce in that marriage was
5 in April of 2010. Do you recall that?

6 A. He never moved in with me. I probably
7 hadn't even seen him for a year before that divorce
8 in 2010. Lewis Lanier was trying to get it
9 annulled.

10 I was taking care of my -- Zachary was
11 having so many struggles in school. He was failing
12 courses, he was in detention every day. He had
13 been an A student at Heathwood, on the Honor Roll,
14 Duke Scholar, everything.

15 But the stress of moving to Chapin -- he
16 never -- Hayden and Zachary never saw their friends
17 again. Ashlin called me on the phone and said, do
18 not tell anyone you're moving to Chapin or where
19 you're moving, and make sure your children do not
20 tell their friends, at all, that they're moving.
21 Zachary never saw his friends again.

22 Q. Let me show you --

23 A. I was so caught up in that. That's why
24 it seems like 2010 is a long time. But, I mean,
25 the marriage was -- I mean, but -- I mean, over

1 within -- very quickly. I mean, within like, you
2 know, months.

3 I mean, we didn't see each other. I just
4 -- we just took that long -- I couldn't take that -
5 - I couldn't take on that project then, to file for
6 the divorce.

7 Q. I want to show you a document from the
8 Bradberry divorce. It's captioned, Affidavit of
9 Linda Campbell.

10 A. Uh-huh.

11 Q. And ask if that's your signature on the
12 second page?

13 A. And I was going that day to talk to
14 Lewis. And my mother had gone to Dr. Bradberry as
15 a patient a couple of times. And I was calling Dr.
16 -- I was changing her from him because we -- I
17 mean, we hadn't seen him in years. I mean, hadn't
18 seen him, at least, for a year. And I was changing
19 her to Dr. Oscar Lovelace. And when I called
20 Lovelace to change her and get her an appointment
21 there, because she was all out of her medicine,
22 there was a long pause there. I went down to Lewis
23 Lanier to talk and then, I think, Tom Bradberry
24 went to his attorney then.

25 Q. Is that your signature?

1 MR. HILL: Please mark that as an
2 exhibit.

3 (Marked Deposition Exhibit No. 17)

4 A. I just had to go up and go to that
5 lawyer's office and sign it. But we never went
6 before any judge. We never went before anybody.

7 Q. When is the last time you recall speaking
8 with Ashlin Potterfield about the divorce of 2004?

9 A. When I asked for my records and all that.
10 Ashlin called me on my cell phone in December of
11 2010 and just said, Hi Linda, what's up, what do
12 you need? And I just said, I just need a copy of
13 my file.

14 Q. Did you speak with Ashlin, again, after
15 the appearance before Judge Rocker on July 23,
16 2004?

17 A. Did I speak to her after that?

18 Q. Yes.

19 A. Yes.

20 Q. When?

21 A. She had told me I could take all the
22 furniture, even the chandelier. She said I could
23 take everything. And I called her and I said, are
24 you sure I can take the chandelier, because I'm
25 looking at this thing and Allen is supposed to keep

1 his furniture and you're not supposed to take the
2 fixtures.

3 And she said, you can take the
4 chandelier, you can take anything you want. And
5 then I talked to her another time when she called
6 and said, don't tell anybody that you're moving to
7 Chapin. Make sure your children don't tell anyone
8 when or -- when or where you're moving, not even
9 their friends.

10 Q. And is that the last time you talked to
11 her before December 2010?

12 A. I think there was one -- there's one
13 other time.

14 Q. Okay.

15 A. Somehow Allen said that I could have all
16 the time I needed to move. Because, I mean, there
17 wasn't much time in there. And then, all the
18 sudden, Allen said that I had to move. I had to be
19 out by the -- I forget that day. Before I had
20 bought the house. Okay?

21 And I called Ashlin, I said, I'm not even
22 -- I can't even buy the other house until the 8th
23 and Allen wants me out on -- before that.

24 And I said, is there anyway you can ask
25 Allen to give me a little bit more time before I --

1 because I can't get into the house. I couldn't get
2 into a new house. And she said, no, I think that
3 you have to do exactly what Allen says.

4 So, when I moved my stuff, I had to move
5 it in storage, across the street from Gregg Park.
6 And leave it there for several days. And then take
7 it out of storage and move it into the new house.

8 Q. So, that conversation was in August or
9 September of 2004?

10 A. Yes -- uh-huh.

11 Q. Do you know Dr. Alberto Gonzalez?

12 A. What was the question?

13 Q. Do you know Dr. Alberto --

14 A. Yes.

15 Q. -- Gonzalez? Who is he?

16 A. I mean, he's a psychiatrist in Orangeburg
17 that used to be a partner with Dr. Ackerman.

18 Q. Okay. Have you seen Dr. Gonzalez as a
19 patient?

20 A. Uh-huh.

21 Q. When?

22 A. When did I last see him or when did I --

23 Q. When did you first see him?

24 A. I believe it was in 2009.

25 Q. And have you continued to have a

1 patient/physician relationship --

2 A. Yes.

3 Q. -- with him? And are you still

4 continuing to see him, up until now?

5 A. Yes.

6 Q. Okay. Are you seeing any other mental
7 health practitioners?

8 A. No.

9 Q. How often do you see Dr. Gonzalez?

10 A. I mean, it can vary or -- I mean, you
11 know, maybe every three months.

12 Q. You mentioned a Dr. Savitz. Who is Dr.
13 Savitz?

14 A. Dr. Jennifer Savitz. I was referred to
15 her by Ashlin.

16 Q. And when were you seeing Dr. Savitz?

17 A. I took Zachary to her on May the 21st,
18 2003.

19 Q. Were you seeing her primarily for
20 Zachary?

21 A. Uh-huh.

22 Q. Yes?

23 A. Yes. Yeah. Yes.

24 Q. Okay. Were you personally a patient of
25 Dr. Savitz?

1 A. I have -- I have had a -- I've had a -- I
2 met with her before, for an hour, by myself without
3 Zachary.

4 Q. When was that?

5 A. That was in -- I think it was in
6 September of 2010.

7 MR. HILL: We need to take a break
8 to change the tape.

9 VIDEOGRAPHER: This is the end of
10 Tape No. 3 in the deposition of Linda
11 Campbell, M.D. We are off the record at
12 4:33 p.m.

13 (BREAK 4:33 p.m. - 4:44 p.m.)

14 VIDEOGRAPHER: This is Tape No. 4 in
15 the deposition of Linda Campbell, M.D.
16 We are on the record at 4:44 p.m.

17 (By Mr. Hill)

18 Q. Dr. Campbell, during the period of 2003-
19 2004, when these proceedings with Allen Guignard
20 were going along, were Ashlin Potterfield and
21 Cookie patients of yours?

22 A. Ashlin Potterfield and who?

23 Q. And Cookie. Do you know Cookie?

24 A. I know her name from her office.

25 Q. Do you --

1 A. I don't remember her being a patient.
2 Ashlin was a patient at Metabolic.

3 Q. Okay.

4 A. She was actually a patient of Dr. Jones,
5 really, but he didn't come all the time so I saw
6 her.

7 Q. Did you continue to see patients all
8 during 2003-2004?

9 A. It -- what's the question? Did I
10 continue to see patients?

11 Q. Yes, ma'am.

12 A. Yes.

13 Q. Now, I need to ask you some questions
14 about your answers to interrogatories. You and Mr.
15 White sat down and answered some questions about
16 who the witnesses are going to be, and that sort of
17 thing.

18 A. Uh-huh.

19 Q. So, you listed Jennifer Savitz, 2016
20 Assembly Street. Is that the mother or is that the
21 daughter? Because there is a mother and a daughter
22 that --

23 A. She -- I've got her card here. And she
24 --

25 Q. Okay. Her card says, Jennifer C. Savitz,

1 RN, PHD, licensed professional counselor, clinical
2 nurse specialist, family and individual counselor,
3 2016 Assembly Street. So, what evidence or what
4 testimony could she offer in connection with this
5 matter?

6 A. Ashlin sent Zachary to her because she
7 was worried about some trauma had happened to
8 Zachary -- Allen -- I mean, was Zachary in harm's
9 way -- I -- anyway, she sent -- Zachary went to
10 her.

11 And then I've been to see her once, a lot
12 later, to find out what she said about Zachary.
13 But in what she said, Zachary talks about how
14 stressed I was and how I was feeling and how it
15 affected him.

16 Q. Okay. Cynthia Coker at the South
17 Carolina Bar. What can she testify to?

18 A. She can testify -- I talked to her a lot
19 about Ashlin and trying to get my records. Not
20 only just to get my records, but just trying to
21 piece together everything that had happened.

22 She has that -- and I also have a letter
23 here from her, which she sent Ashlin to send me the
24 records. Do you have that?

25 Q. No, ma'am, I don't.

1 A. I've got it right here.

2 Q. In fact, on the interrogatories it says,
3 no written or recorded statements. So, I'll be
4 glad to see what she's got.

5 A. It's not a -- it's not a -- well, I don't
6 know.

7 Q. Okay. Do you mind if we mark this as an
8 exhibit?

9 A. Yeah. Okay.

10 Q. Okay.

11 A. I just know I have to get a copy to the
12 --

13 (Marked Deposition Exhibit No. 18)

14 Q. Okay. We've marked as Exhibit No. 18,
15 what appears to be an E-mail that Ms. Coker sent to
16 Ms. Potterfield. Is that what this is?

17 A. Yeah. To the best of my -- yeah. I
18 mean, that's what it said, that she sent -- but she
19 said she sent an E-mail and that's when she said
20 she notified Ashlin to give me my files.

21 Q. Okay. And that's dated July 8, 2011?

22 A. I mean, that's what she said.

23 Q. Who is Robert Crosby and what testimony
24 could he offer?

25 A. He's the CPA that takes care of the

1 Metabolic Medical Center. And he would know how
2 much Metabolic Medical Center is worth now.

3 Because I had to sell my 12.5 percent when I
4 couldn't work there anymore. And he would know
5 that and, also, would verify what the salaries are
6 at Metabolic Center.

7 Because, I mean, I lost that job and if
8 it -- what my -- if I had not been -- not lost the
9 job, for not being able to be there at the job, how
10 much I would be -- my income potential would be.

11 Q. How do you relate that back to Ms.
12 Potterfield's representation of you?

13 A. Because she did not allow me to stay in
14 the house. And I asked her four times that I
15 wanted to stay in the house, I wanted to stay in
16 the house, I need the house. She said, there's
17 nothing you can do.

18 So, then -- and she kept saying I moved
19 to Chapin. So, then I go to Chapin. I can't get
20 back to work. I told Ashlin I can't -- I have to
21 stay in Columbia. I can't -- I'm not moving to
22 Chapin because I've got to be at work 7:30 and I
23 have children that have to be at school.

24 And because of not being -- losing the
25 house and not being able to stay in Columbia, I

1 lost the job.

2 Q. Who is Steve Allen, Private Investigator,
3 and what does he know?

4 A. He's the private investigator that looked
5 at the contents of the bag. And I think you want
6 -- oops -- you want to put this as evidence, too?
7 That's the bag.

8 Q. What happened to the gun?

9 A. Ashlin said that I had to let Allen come
10 to the house and get what he wanted. And, so, he
11 took the bag back. He came to the house and all he
12 took was the bag and a box with his silver and
13 tumblers in it. I had everything packed in the --
14 for him to take his furniture and take everything,
15 and he wanted to come over there. And Ashlin said
16 I had to let him in the house. I knew he wanted
17 the bag. He came in the house and just walked
18 around saying -- looking through everything. And I
19 kept saying, what are you looking for? Finally, I
20 said, a gun? He said, yes, gun, where is it, where
21 is it? I said, are you looking for a bag? Yeah.
22 Where is it? Where is it? So, I gave it to him.
23 And that's what it was.

24 Q. So, all that Investigator Allen can talk
25 about is the contents of the bag?

1 A. That he said -- I mean, he made a
2 statement that it was sadist masochism, homosexual
3 or heterosexual, he didn't know.

4 Q. And what does that have to do with regard
5 to your complaint against Ms. Potterfield?

6 A. Because when I showed her that bag, she
7 said, your children are in harm's way. Do not let
8 them see Allen, do not let them talk to Allen, keep
9 them away from Allen. They are not to see Allen,
10 not to return letters, nothing. Your children are
11 in harm's way.

12 So, that meant the safety of my children
13 was a big concern to me that was never resolved.
14 That was never investigated. It was never put
15 together if there was any truth to it.

16 So, my children never saw Allen. He was
17 their step-father for a good five years. I told
18 them they couldn't -- they couldn't -- couldn't see
19 him, couldn't respond to letters.

20 My son, Zachary, wanted to go see Allen.
21 And I said, you can't, because we don't know if he
22 would do something to you that wouldn't be right.

23 Q. Who is --

24 A. I mean, that's the most major thing in
25 that whole divorce, is the fear of my children and

1 what Allen was doing with that bag. Because Ashlin
2 said they were in harm's way.

3 Q. Who is Gay Linear and what would she
4 know?

5 A. Gay Linear is just a very very good
6 friend who would remember the phone calls about
7 what Ashlin said about that bag and how I had to --
8 with Allen. And she also knows, you know, when my
9 father had the stroke and she knows how distressed
10 I was.

11 Q. You have Cookie Atkerson on the list.
12 She works with Ms. Potterfield.

13 A. Right. And I think it's really Brenda
14 that was there that observes the -- she's a legal
15 assistant with -- or was with Ashlin.

16 Q. And so you only list her out of the fact
17 that she was Ashlin's legal assistant and whatever
18 she would know by virtue of that job?

19 A. No. No. No. The reason I have those
20 people in there is because one of those people
21 witnessed when I kept telling Ashlin, I really need
22 the house. I've got to have the house. I can't be
23 at work -- I've got to be at work at 7:30.

24 We've got to stay in the house. My --
25 you know, my child has to go to Heathwood. He has

1 learning disabilities. I mean, I'm supposed to
2 have the house. I need the house. I mean, I need
3 the house.

4 I mean, what can we do about it? And
5 Ashlin says, nothing, just sign the paper or sign
6 the deed. Nothing I can do.

7 Q. Okay.

8 A. But they were there. One of those people
9 were there at that time.

10 Q. Do you know Robert Rushing, an attorney
11 in Myrtle Beach?

12 A. Yes. Uh-huh.

13 Q. How do you know him?

14 A. Just -- I just -- I just talked to him
15 from Gary White.

16 Q. You understand that Mr. Rushing has given
17 an affidavit that was attached to the complaint
18 that you filed in this case?

19 A. Yes.

20 Q. Did Mr. Rushing interview you?

21 A. Yes.

22 Q. Was that in person or on the phone?

23 A. I was actually on the phone. He came all
24 the way here to interview me, but I had to take my
25 daughter to the emergency room during that time.

1 So, I talked to him on the phone later.

2 Q. Okay. Do you know when that was

3 A. I don't know the exact date, no.

4 Q. Okay. How long did you talk to Mr.
5 Rushing?

6 A. How long? Probably at least a hour.

7 Q. Have you spoken with Mr. Guignard about
8 bringing this lawsuit and your concerns, that sort
9 of thing?

10 A. About this lawsuit, itself?

11 Q. The lawsuit against Ms. Potterfield.

12 A. I haven't talked to him since then. But
13 I've talked to him, I mean, several times during
14 the years and he -- I even asked to borrow money
15 from him and he kept saying, I don't know why you
16 moved to Chapin, you were supposed to have the
17 house. Over and over, he said, you had the house,
18 you chose to go to Chapin.

19 You had the house, you had the house.

20 That house was yours. I would have never -- over
21 and over. I mean, you can ask. You can ask him.

22 But, no, he didn't know anything about
23 anything with Ashlin. I mean, I didn't share any
24 of that with him.

25 But I did call him in 2006 and tell him I

1 couldn't get a loan at the bank, I didn't have any
2 money, I didn't have a job anymore, I was out there
3 with two children. I'd gone to the bank to borrow
4 money, I needed help, and could I borrow the money
5 from him?

6 He said, you chose to go to Chapin, you
7 chose to take the children out of that house. And
8 he wouldn't loan me any money.

9 Q. You list your brother, Craig Campbell,
10 who, I guess, lives in Atlanta. What would he know
11 about this situation?

12 A. He would know how -- he would know the
13 stress and where my focuses were at that time
14 because of my father, and working, and then later
15 my mother having a heart attack. He would know all
16 -- where my focus was

17 Q. Tom Carlisle, a friend of Allen's who was
18 present when Allen got bag from house.

19 A. Okay. Well, that was when Ashlin said I
20 had to let Allen in the house to get whatever he
21 wanted. So, Allen just brought Tom Carlisle with
22 him. And there are two more people who are
23 supposed to be on there, Pam Scott and Marion
24 Scott. I brought them with me and I met them at my
25 house. I was still living there. And they were

1 there when Allen came to get the bag, and walked
2 around looking for the bag, and saw the contents of
3 the bag and all that.

4 VIDEOGRAPHER: Excuse me. Don't
5 play with the wire there.

6 THE WITNESS: Oh yeah. I'm sorry.
7 (By Mr. Hill)

8 Q. The final witness on this list is Shane
9 Burroughs. Did you consider that he was
10 representing you in the situation with Mr.
11 Guignard? Was he your attorney?

12 A. He is the person that my dad took me to
13 -- okay? And he said, you would have to have
14 somebody else, in Columbia. And what's the exact
15 question, again?

16 Q. Do you consider that he was representing
17 you in the proceedings with Mr. Guignard? Do you
18 consider that he was one of your attorneys?

19 A. I feel like he was just, kind of,
20 following in Orangeburg, and that Ashlin was in
21 charge of it.

22 Q. Now, you also have listed some items of
23 damages. You list the house on Avian Trail at
24 \$600,000. Now, where did you come up with that
25 number?

1 A. I seen that in some of the papers that we
2 had about the house.

3 Q. And how do you contend that that's your
4 damages or part of your damages in this case?

5 A. Well, because the house was supposed to
6 be mine -- given to me -- Allen and Pope -- all of
7 that was -- the house was never in question until I
8 walked into that mediation room and Ashlin said,
9 no, she's moving to Chapin. Well, I mean, yeah. I
10 lost -- I mean, I lost the house. I lost my job.

11 Q. You also list one half of marital
12 accounts, \$500,000.

13 A. Yes. Ashlin asked me one time, to go and
14 try to get -- look at all of our finances. We had
15 a household account where each person is supposed
16 to pay 50 percent.

17 And so, we both put money into that
18 account. I mean, Allen wanted that account so we
19 put money into that account. So, we both put money
20 into that account.

21 And so, I told Ashlin, I still paid a lot
22 of my credit cards and all that stuff. But it
23 would have had everything to do with the house, you
24 know, food and all that, separately before I put
25 money in that account. But I had to match exactly

1 what Allen was putting in there.

2 So, Ashlin said to go and look at all the
3 information. And so, I was at the house so I had
4 all the information. I was able to look at exactly
5 what we put into it. I was able to look into what
6 Allen wrote checks for.

7 And some checks were written that went
8 into things that increased in assets. They were in
9 his name. They were assets that increased. And
10 when I added it all up, I thought -- I took it to
11 Ashlin and it was like \$750,000.

12 And if you'll look at some of the letters
13 in there, that's when she tells Pope that, you
14 know, there's almost a million dollars in here, out
15 of the household account, you know, that went to
16 other things. To Allen's things and not Linda's
17 things. And we needed to discuss it.

18 And that's when I found out no discovery
19 done. If you'll look at all of those letters, I
20 mean, Pope asked over and over and over for Ashlin
21 to give him that information.

22 Even one and two days before the
23 mediation he's still asking for the information,
24 having a Motion to Compel, and he just said that
25 she has to have the information. That's what that

1 comes from.

2 Q. Okay. You claim lost income of
3 \$1,500,000, and I understand that that is --

4 A. That -- that --

5 Q. -- how did that --

6 A. -- is the difference that I lost in
7 salary from losing my job at Metabolic.

8 Q. Over what period of time?

9 A. Since 2005.

10 Q. And that's based on how much per year, or
11 what?

12 A. That was based on that a doctor got paid
13 a \$100 per hour. And that's based on if I was
14 working. Back then it was like around 24 hours,
15 but then when I lost the job and had to go to other
16 jobs, I just kind of looked at how many hours I
17 would do and then kind of calculate the difference,
18 if I was working those hours at Metabolic.

19 Except, I know now that the doctors have
20 gotten -- get paid 110 an hour. Plus, I had
21 ownership in Metabolic, as well. And I tried to
22 add all of that up.

23 Q. Loss of life insurance policies,
24 \$500,000.

25 A. I had a life insurance policy on me, for

1 Hayden and Zachary, that I'd had since I went to do
2 my residency in 1993.

3 VIDEOGRAPHER: Stop playing with the
4 cord, Ma'am. You cannot play with the
5 cord.

6 THE WITNESS: Okay.

7 (By Mr. Hill)

8 Q. Okay.

9 A. That I'd had since 1993 when I went to do
10 my residency. And I'd been paying on that ever
11 since then. I could not afford the premiums and
12 had to let it go when I was out at Chapin. In that
13 year I only had \$25,000, and the next year \$8,000.

14 Q. Do you have your tax returns? Do you
15 have copies of those? Not with you today, but --

16 A. Yeah. I can get those.

17 Q. Okay. I would ask that you provide those
18 to Mr. White and --

19 A. Certainly.

20 Q. -- then he can give them to me. And I'm
21 talking about the tax returns from the time of your
22 divorce from Mr. Guignard.

23 A. Sure. I can get those.

24 Q. Thank you. Stolen jewelry, \$23,000?

25 A. What was that?

1 Q. Stolen Jewelry.

2 A. Well --

3 Q. Don't play with the cord.

4 A. Yeah.. Well, I mean, when I was out --
5 when I was out in Chapin, I had -- my dad gave us
6 jewelry all through the years. I have insurance on
7 it.

8 And we had so many break-ins in that
9 house out there. And one time, I mean, the jewelry
10 stolen, it was that much. And, of course, the
11 insurance covered it.

12 But I couldn't -- I mean, I couldn't
13 replace anything because I was so glad to have the
14 money to be able to live on. That's all. I was --
15 you know, I had to live on that.

16 Q. Treatment for anxiety and depression,
17 \$3,400. Who did you pay that to?

18 A. I would like to amend and get more exact
19 figures on that -- all that. Excuse me, doesn't
20 that -- does that just talk about Zachary there?

21 Q. Well, you've got Zachary's psychological
22 at \$600.

23 A. Right.

24 Q. And then you've got treatment for anxiety
25 and depression, \$3,420.

1 A. Right. If you'll let amend that so that
2 I can get that more correctly. Because, I mean,
3 Hayden and Zachary and I all had to go to
4 counseling because of just all the stress of being
5 -- having to move to Chapin and losing their
6 friends, and losing, you know, all that.

7 Q. And I'm --

8 A. And that's not -- I need to amend that.

9 Q. I don't mind you doing that but I'm just
10 trying to find out who this money was paid to.

11 A. Oh, it would have been paid to
12 therapists. Like, I took Zachary to -- back to
13 Sally King, who said he had to be at Heathwood.
14 And she told me some people, I took him to three or
15 four different therapists. Maybe four, over the
16 time period, since 2005.

17 Q. So, that \$3,400 is for Zachary?

18 A. That might have been -- well, that's why
19 I think I need to amend that more. And get some --
20 it just -- I mean, it's that -- and it's not --
21 it's all the medicines that I had to pay for, and
22 all the therapists and --

23 Q. Well, was that --

24 A. And Zachary --

25 Q. -- therapy for you, or for Zachary, or

1 for your daughter, or who?

2 A. All three.

3 Q. Okay. You've got a fence at the house in
4 Chapin for \$857, and a burglar alarm for \$2,5000.
5 And your theory on that is because you had to go to
6 Chapin?

7 A. Well, my theory is that if I'd stayed in
8 Gregg Park, I already had all that, you know? And
9 then I had to get that. And I don't know much 12.5
10 percent of Metabolic Medical is worth now. So,
11 that's another thing. I don't know what that is.

12 Q. Did you ever have any issues with the
13 Medical Board?

14 A. No. Oh, I'm sorry. I'm sorry. All that
15 was resolved but, yeah -- but, yeah. Do you want
16 me to tell you about it?

17 Q. Briefly.

18 A. Well, yeah -- I can be a very detailed --
19 in 2002 of August, there was complaints to the
20 Medial Board. Like, six at the Metabolic Medical
21 Center in Columbia and, like, twelve at the
22 Metabolic Medical Center in Charleston. Okay?
23 Where Dr. Jones -- that was his office, down there.

24 And complaints about -- to the best of my
25 knowledge, I think, you know, a lot of doctors

1 didn't understand what Dr. Jones did and how he
2 treated people and how he -- he was into weight,
3 you know, weight loss and helping people lose
4 weight.

5 So, he was an endocrinologist, too, and
6 extremely brilliant. And so he was way -- I
7 thought -- I believed, way ahead of the times in
8 how he treated people, checked with thyroid for
9 hypo-thyroidism, things like that.

10 So, he said that through those years he
11 had many, many, many, many complaints to the Board.
12 Many. And he would just write a letter to the
13 Board and explain that he'd done all of this,
14 fifteen years of research, and he'd been a
15 professor in Charleston.

16 And what he did that -- a lot of the
17 Endocrinologists, even now, wouldn't understand
18 what he did. He was in such a specialized area.

19 So, what happened was, two of the
20 patient's names came into me, at Columbia. All the
21 rest are in Dr. Jones name. And Dr. Jones sent
22 back information, like the letters he always sent.

23 However, he put my patients, two on one
24 paper. So, one of my patients at the board, they
25 didn't put -- they didn't put it on both charts.

1 So, they were able to -- they were still
2 making a complaint about me and what it -- I mean,
3 what I was told that they -- whether it was
4 jealousy at Dr. Jones' success -- people would
5 complain all the time, but he was always able to
6 explain it.

7 But when they didn't have it on one
8 chart, at that time, they could get me because I
9 worked with him. And then they would be able to
10 get him.

11 But all that, I mean, all that was
12 resolved. But that was an ongoing thing from
13 September 2002 until March of 2005. But it -- I
14 mean, it resolved and it was nothing against me, at
15 all.

16 Q. You said several times, during the course
17 of this, that you have a calendar with all the
18 dates written down. Do you have that with you?

19 A. Uh-huh. It mainly has my work hours,
20 May, June and July. And, you know, it just has --
21 May 4th is when my father told me he was -- okay --
22 that's what that is --

23 Q. Don't write on it, please.

24 A. Sorry. Sorry. Sorry. Sorry. Excuse
25 me. That's what it is.

1 Q. Okay.

2 A. It just has how much I was working and
3 what was, you know -- I don't know if it would be
4 any help.

5 Q. Well, I don't know either but let's take
6 those copies and mark them as an exhibit, if you
7 don't mind. That's May, June and July of 2003?

8 A. Uh-huh.

9 Q. It just -- it has when my dad had his
10 major stroke. And when he told me he thought he
11 thought he was going to die.

12 And then, this six and seven, I haven't
13 written it in here but this is when Ashlin -- I
14 went to Ashlin -- when she told me to come to her
15 office on the 7th. And she sent the thing on the
16 6th, but I didn't write that in here. It just shows
17 how many hours I was working plus -- that might
18 help.

19 MR. STRICKLAND: Did you say 2003 or
20 2004?

21 THE WITNESS: Three.

22 MR. HILL: 2003 is what it says.

23 (By Mr. Hill)

24 Q. We --

25 A. And that --

1 Q. Whoa. Whoa.

2 A. -- actually, that's a copy. It's a copy
3 from this. Sorry.

4 COURT REPORTER: Do you want me to
5 mark these individually, Sir?

6 MR. HILL: Just mark them together.
7 It's okay.

8 COURT REPORTER: Sure.

9 (Marked Deposition Exhibit No. 18)

10 MR. HILL: Dr. Campbell, I expect
11 that there is one or two more things I
12 wanted to ask you about, but Mr.
13 Strickland has been sitting over there,
14 patiently, for almost four hours now.
15 So, I'm going to let him have at you for
16 a while.

17 EXAMINATION BY MR. STRICKLAND:

18 Q. Dr. Campbell, my name is Tom Strickland.
19 I represent Allen Guignard in the case. I have a
20 series of questions which will focus on a topic
21 that Mr. Hill only barely touched on.

22 A. Uh-huh.

23 Q. And that is this issue, of course, of the
24 Mortgage that was on the residence --

25 A. Uh-huh.

1 Q. -- that we've been talking about. When
2 was the -- what was the first indication you had,
3 that you had not been taken off that mortgage?

4 A. When Gunar Williams told me about that in
5 -- I know you have that letter, or everything from
6 him.

7 Q. When?

8 A. In 2010.

9 Q. 2010. Now, you said that I will have a
10 letter. Is that a letter from Mr. Williams or is
11 that a letter from your attorney?

12 A. I think it was both.

13 Q. Do you have a copy of the letter from Mr.
14 Williams?

15 A. From Mister -- from Gunar Williams?

16 Q. Yes. Yes, Ma'am.

17 A. I do.

18 Q. Do you have it with you?

19 A. I don't think I have it with me because I
20 think -- could be talking to you. But I can
21 certainly promise to give it to you.

22 Q. All right. What do you recall that
23 letter saying?

24 A. Gunar Williams found out that the reason
25 I couldn't get any loans was because the -- I had

1 -- he said, you have \$4,500 worth of mortgage and
2 your highest income has been \$103,000. And he
3 said, but you have that much mortgage, so better --
4 you know, he said, that's why you can't get a loan.

5 Q. This letter you're mentioning would spell
6 all that out?

7 A. Yeah. It did. I think it's pretty
8 detailed.

9 Q. All right.

10 A. And I --

11 Q. You mentioned that you had --

12 A. I'll provide all of that for you.

13 Q. You mentioned you had applied for some
14 loans and, I believe, the first one that you
15 mentioned was in 2006. January of 2006.

16 A. Yes.

17 Q. Do you recall that?

18 A. Yes.

19 Q. And that was with Carolina First in
20 Columbia?

21 A. Yes.

22 Q. Is that the office on Main Street?

23 A. Yes.

24 Q. I believe it's now TD Bank.

25 A. Yes.

1 Q. The one near the art museum?

2 A. I didn't understand.

3 Q. The one near the art museum?

4 A. Correct.

5 Q. Is that the first loan that you applied
6 for after your divorce from Allen?

7 A. Yes.

8 Q. You said that you were denied for that
9 loan?

10 A. Yes.

11 Q. Did they tell you why you were denied?

12 A. I remember Brandon saying, you owe too
13 much, or something like that.

14 Q. You said Bryan told you that?

15 A. Yeah. Uh-huh.

16 Q. You mentioned his last name and I --

17 A. I --

18 Q. Could you spell that for me?

19 A. It's -- yeah. It's Brandon Whitacre.
20 I've got his card here. But it's spelled -- it's
21 Brandon, B-R-A-N-D-O-N. Whitacre, W-H-I-T-A-C-R-E.

22 Q. All right. Is he the only person you've
23 dealt with at Carolina First regarding that 2006
24 loan application?

25 A. I called, maybe, at least two or three

1 more times on the phone after he kind of like
2 denied it. Because I couldn't understand why, as a
3 physician -- why I couldn't get a loan. But I
4 don't remember those names on the phone. They
5 would take all the information and then they would
6 come back and say, we can't give you a loan.

7 Q. Okay. On Exhibit No. 2 --

8 A. Uh-huh.

9 Q. -- which is a summary of your salary for
10 the years 1997 to 2012. It says here, in 2006 that
11 you made \$8,363.

12 A. Could I look at your paper?

13 Q. Sure.

14 A. Yeah. That's correct.

15 Q. Okay. Well, what amount of money were
16 you trying to borrow in 2006 from Carolina First?

17 A. I just wanted -- well, we really didn't
18 even get into how much. I just wanted to borrow
19 enough money so that I could open a practice in
20 Chapin.

21 I wanted to get my children out of this
22 neighborhood where the autistic child could get to
23 Zachary, it was not safe. I was going to move into
24 the town of Chapin and have -- I wanted a house
25 with an office connected.

1 I even talked to a realtor and we looked
2 at things. So, whatever it would take to kind of
3 start the process.

4 Q. Well, ball park, what amount would --

5 A. I mean --

6 Q. -- that be?

7 A. -- I don't think I asked him that number.

8 Q. So, you applied for a loan without asking
9 or telling him how much you wanted to borrow?

10 A. I said that I wanted to start a practice
11 in Chapin. Start a medical practice.

12 Q. Did you have any idea what that would
13 take?

14 A. I mean, I've read -- I read things about
15 -- I've read things of \$100,000, \$200,000. When I
16 wanted to start a medical practice, when I lived in
17 Gregg Park, Lisa Peak, who could be the manager,
18 mentioned something that -- I thought her's -- I
19 thought she said only like a \$100,000. And then --
20 because she thought I'd be up and going after six
21 months.

22 Q. All right. So, you walk into Carolina
23 First, you talk to Brandon --

24 A. Uh-huh.

25 Q. And you tell Brandon you want to borrow

1 some money to start a practice and do these other
2 things, at somewhere in the ballpark of \$100-
3 \$200,000. Correct?

4 A. Correct.

5 Q. And according to that salary summary,
6 there on Exhibit No. 2, you only have an income of
7 about \$8,300.

8 A. Well, that's for the year 2006. I went
9 to him in January of 2006. I wouldn't have these
10 taxes then.

11 Q. Okay.

12 A. They are for the year of 2006.

13 Q. What's the dollar amount that you've got
14 there for 2005?

15 A. I -- \$25,003, or -- I'll give this back
16 to you.

17 Q. Let's see. You have \$25,000 in income.
18 Where are you getting that income from?

19 A. Because I worked at Metabolic, even
20 though I was just working one day a work, until
21 June because they wanted me to train the next --
22 Dr. Pam Lion that came there. Also, I owned 12.5
23 percent of Metabolic Medical. So, there were
24 dividends -- is that the right -- I'm not sure if
25 that's the right word.

1 Q. So, you --

2 A. And -- and -- yeah.

3 Q. Go ahead. I didn't meant to cut you off.

4 A. And there were dividends. And then I had
5 to buy out -- I had to let them buy out my shares.
6 And that was like \$48,000.

7 Q. So, they paid you --

8 A. And that was in December of 2005.

9 Q. So, they paid you \$48,000 for your shares
10 of Metabolic?

11 A. Uh-huh.

12 Q. You have to give a verbal response. You
13 have to say yes or no.

14 A. I'm sorry. Say it again?

15 Q. You have to give a verbal response.

16 A. I'm sorry. Yes.

17 Q. So, you go into the bank and you're
18 making \$25,000 a year, and you tell Brandon that
19 you want to borrow \$100-\$200,000. Correct?

20 A. Well, again, I'm saying I don't remember
21 asking him the pacific number.

22 Q. Uh-huh.

23 A. I just wanted to open a medical practice.

24 Q. Did you fill out any forms?

25 A. No. No. But I had taken out a loan with

1 him to pay for a car, so -- before. And I'd paid
2 all that car. I paid it all off. That's when I
3 paid it all of, I went back to -- back in there to
4 ask him for a loan.

5 Q. When did you take out the car loan?

6 A. In 2004.

7 Q. All right.

8 A. Shortly after I had moved out there
9 because my other car was not safe at all.

10 Q. And you had no problems getting that loan
11 for the car?

12 A. Right.

13 Q. And according to Exhibit No. 2, in 2004
14 your income was \$129,443. Correct?

15 A. (Non-verbal response)

16 Q. Are you familiar with how banks go about
17 determining whether a person qualifies for a loan?

18 A. I only know that since Gunar Williams
19 told me in 2010.

20 Q. And what did Gunar Williams tell you?

21 A. I don't remember. I just remember the
22 thing about your income, how much you were paid and
23 how much -- how much you were paid and how -- wait
24 -- income? I forgot what the name of the ratio
25 was.

1 Q. So, income does play a role in how much
2 you can borrow?

3 A. Right. Right. Right.

4 Q. Now --

5 A. I thought the bank -- you know, but --
6 right, right. Exactly.

7 Q. Did you ever find out why Carolina First
8 denied a loan to you in 2006?

9 A. They just said I owed too much money.

10 Q. What money do you remember actually
11 owing? Let's leave the mortgage on the marital
12 home --

13 A. All I knew is I had my mortgage on the
14 house out in Chapin, which is like \$1,500 a month.

15 Q. \$1,500 a month?

16 A. Uh-huh.

17 Q. How were you able to pay \$1,500 a month
18 and you were only making \$8,000 a year?

19 A. Because my mother had gave us gifting.
20 Okay?

21 Q. Uh-huh.

22 A. So, I had that. I borrowed other money
23 from my mother for that. I've got to think.

24 Q. Well, do you recognize that a reason that
25 you may have been denied that loan was because your

1 income was only \$8,000 a year?

2 A. Well, they -- I told them I wasn't
3 working at Metabolic anymore. I made a lot more
4 money there. And that I knew that if I just could
5 open a practice, I would do well. I mean, my
6 father had told me, you know, a doctor can go in
7 and get a loan because, I mean, they are going to
8 go work and pay the bank back. So, I really didn't
9 understand why I couldn't get it.

10 Q. I see.

11 A. Except that I thought, well, maybe -- I
12 did think, well, you know, I'm just not making as
13 much money. But I had no idea anything about being
14 still on the mortgage.

15 Q. So, sitting here today, would it be fair
16 to say that you don't really know the reason that
17 the Carolina First loan was denied in 2006?

18 A. Well, I called up Brandon Whitacre since
19 then and he remembers me well. Okay? I mean, he's
20 somewhere in Virginia and he remembers. He said,
21 you know, you owed so much money. He said, you
22 know, you owed so much. He just said, you owed so
23 much. I said, well, I found out why. It's because
24 I hadn't been taken off the mortgage. And he said,
25 oh. I mean, you know --

1 Q. Well, going back to my question, though.
2 Sitting here today, do you know for a fact why that
3 loan was denied?

4 A. For a fact?

5 Q. Uh-huh.

6 A. I just know what the person said to me.

7 Q. And he just told you that you owe too
8 much money?

9 A. Uh-huh.

10 Q. Do you know what he meant by that? What
11 debt he was actually talking about?

12 A. No. I mean, he just went, God, you owe
13 so much. You owe too much. And I just kept
14 saying, well, gosh, you know? I'm not making that
15 much more. I do have a mortgage -- or, that
16 mortgage I'm paying.

17 Q. When you talked to them about the loan in
18 2006, I asked you if you filled out any sort of
19 forms, and I believe you said that you did not. Is
20 that correct?

21 A. I don't remember any forms.

22 Q. Did you sit down with a loan officer and
23 he asked you a series of questions, where he may
24 have filled out a form for you?

25 A. Uh-uh. I mean, I don't remember.

1 Q. Well --

2 A. But, I didn't --

3 Q. Did he by chance -- do you recall him
4 asking you about your experience with operating a
5 business?

6 A. He didn't ask that question.

7 Q. Did he ask about your current employment?

8 A. I don't remember that question.

9 Q. Did he ask you about where you had worked
10 in previous jobs?

11 A. He knew I had worked at Metabolic
12 Medical.

13 Q. Did he ask about any previous jobs?

14 A. No. I don't remember.

15 Q. Did he --

16 A. I don't remember.

17 Q. Did he ask for copies of your tax
18 returns?

19 A. I don't remember.

20 Q. Okay.

21 A. I mean, I don't --

22 Q. You mentioned, when Mr. Hill was asking
23 you questions, that after you were denied that
24 loan, you said, I believe, you called three more
25 people. Do you remember that?

1 A. Well, I think I called about two or three
2 more times to Carolina First just to ask them about
3 a loan. Because I just couldn't figure out why I
4 couldn't get a loan, you know? So, I just --

5 Q. Did they ever give you a specific answer?
6 I know you've talked about what Mr. --

7 A. No. They just said, no.

8 Q. Okay. They just told you, we're not
9 going to give you a loan, and didn't tell you why?

10 A. Right.

11 Q. Now, after 2006, did you apply for any
12 other loans before the one where you dealt with
13 Gunar Williams?

14 A. I did not. Because then I got -- I went
15 to work in Orangeburg. Then I was so busy
16 commuting back and forth then, that no. I mean, I
17 didn't. I didn't even -- they wouldn't give me a
18 loan. They wouldn't give me a loan, so I went to
19 work. I mean, I just went the next step.

20 Q. So, the only loan you applied for, before
21 you went to see Gunar Williams in 2010, was the
22 2006 loan with Carolina First?

23 A. What's the question, again?

24 Q. What I'm trying to do is establish a
25 chronology of any loan applications you may have

1 made from the time of the divorce, up until today.

2 A. Uh-huh.

3 Q. And you've testified about 2006 with
4 Carolina First.

5 A. Right.

6 Q. Were there any other loan applications
7 between that one, in 2006, and the one in 2010 with
8 Mr. Williams?

9 A. I don't remember filling out any other
10 application. I remember calling Allen and asking
11 -- talking to him.

12 Q. Okay. But I'm asking about a bank or
13 some kind of lending institution.

14 A. No.

15 Q. Okay. So, Carolina First was the only
16 loan, other than the one in 2010, that you applied
17 for after the divorce?

18 A. I can't really remember. I think I
19 talked to somebody else about it at whatever Wells
20 Fargo is now. Or, whatever it was before that.
21 Because that was where we had money when we came
22 out here. I remember talking to someone else about
23 it, but I don't remember filling out papers.

24 Q. So, did you or did you not apply for a
25 loan with the predecessor to Wells Fargo?

1 A. Well, I don't know. What do you mean by
2 apply?

3 Q. I don't know any other way to word it.

4 A. Well, I mean, I don't know if -- I don't
5 understand if you mean apply, which means you fill
6 out papers, or if apply means you go and talk to
7 someone.

8 Q. Well, I --

9 A. Because I've gotten loans in my life
10 before and never had to fill out stuff. I just
11 went to the bank and talked to the people.

12 Q. Okay. Well, what word --

13 A. I mean, they knew me. I mean --

14 Q. -- can I use --

15 A. -- they knew me. You know? That kind of
16 stuff. If you grow up in a small town it's
17 different.

18 Q. What word can I use to make sure I found
19 out what other loans you might have sought? What
20 about, asked for a loan, does that cover a broader
21 spectrum? Who else --

22 A. That might -- I --

23 Q. Okay. Let's use --

24 A. -- I mean -- I mean, I understand what
25 you're saying.

1 Q. Okay.

2 A. I think I asked and talked to people at
3 Wachovia, up there in that branch.

4 Q. Which branch?

5 A. In Chapin.

6 Q. Chapin?

7 A. Uh-huh.

8 Q. And that's now Wells Fargo?

9 A. Right.

10 Q. Do you recall when?

11 A. I don't remember when.

12 Q. Do you recall who you talked to?

13 A. No. I don't remember.

14 Q. Do you remember anything about that?

15 A. I don't remember any details of that.

16 Q. So, it wouldn't do me any good to ask you
17 anymore questions?

18 A. I don't know.

19 Q. All right. Now, we've got 2006 with
20 Carolina First. Somewhere in there, some contact
21 with Wachovia in Chapin. And then, is there
22 anything between the something that happened with
23 Wachovia in Chapin, and the 2010 contact you had
24 with Gunar Williams?

25 A. No. Not unless you -- I mean, no. I was

1 just talking to my mother and, you know, trying to
2 see if it was -- what I could do, if she had money
3 I could borrow. All that kind of stuff.

4 But I didn't want to take anymore money
5 because she was already helping me.

6 Q. Do you remember why you did not pursue
7 the Wachovia branch in Chapin?

8 A. I mean, I was working. Helping my child
9 with struggles in school. Helping my mother with
10 her health problems that she had since --

11 Q. All right. Now, let's move forward then
12 to Mr. Williams. He is with First Century Bank; is
13 that correct?

14 A. Uh-huh.

15 Q. And just for the court reporter, his name
16 is spelled G-U-N-A-R. Where is Mr. Williams'
17 branch located?

18 A. I don't know.

19 Q. Sorry?

20 A. I don't know.

21 Q. You don't know. Well, where did you go
22 to discuss getting this loan?

23 A. Because it's something I got in the mail
24 that said -- I got that, I filled all that out and
25 sent it in. And he just followed it very close

1 with me, explaining why I couldn't get the loan.

2 And I couldn't understand. He said, well
3 -- and so, then he really looks into it. And he
4 said, that's because you owe \$4,500 every month in
5 mortgage. And I went, what are you talking about?

6 And I should have done -- I didn't even
7 think it -- and then he said, were you married, did
8 you go through a divorce or something? I said,
9 well, yeah, in 2004.

10 He said, well -- and he asked me where
11 the house was. And he said, looking at that credit
12 report and all that -- he helped -- he told me I
13 was still on the mortgage at Avian Trail and I did
14 not know.

15 Q. So, for Mr. Williams, was it something
16 you got in the mail from that bank just inviting
17 you to apply for a loan?

18 A. Uh-huh. And, you know, then I was --
19 right.

20 Q. And what were you going to use that loan
21 for?

22 A. I don't know if I had really decided
23 what. I couldn't sell my house. I wanted to get
24 out of my house because it wasn't safe for my
25 children. You know, you think -- I want to do a

1 practice but I'm -- I didn't have a specific thing.
2 I just remember thinking I couldn't get a loan in
3 2004, I'm going to fill this out and see if I can
4 get a loan now. Because now I'm working full-time,
5 I want to see if I can get a loan. Because I knew
6 -- and so, that's it.

7 Q. So, you did not have any specific plans
8 for the money. You just wanted to see if you could
9 get a loan?

10 A. Right. And I mean, I could have made
11 plans after that, but I just wanted to see if I
12 could get -- because I never understood why I
13 couldn't get a loan.

14 Q. All right. Now, when Mr. Williams told
15 you that you had \$4,500 in monthly payments on
16 mortgages --

17 A. Right.

18 Q. What did you do?

19 A. That's when I called Jim Nance, an
20 attorney in Akin, and he took care of it from
21 there. I don't know if he was talking to you, or
22 letting Allen know that that had happened.

23 Q. But within a reasonable time, after you
24 found out from Mr. Williams that you were still on
25 the mortgage, you were taken off that mortgage.

1 Correct?

2 A. Well, you know when I was taken off the
3 mortgage. You sent the letter, I think.

4 Q. Right. But once it was brought to --
5 once you brought it to Mr. Nance's attention and he
6 did whatever he did, wrote a letter, you were then
7 taken off the mortgage.. Correct?

8 A. Correct. But I didn't think I had to
9 double check everything, and go back and do it.
10 Because, I mean, I thought -- I knew it was
11 supposed to be taken off in the divorce.

12 So, I just trusted someone would have
13 done that. I would have never -- it would never
14 enter my mind that it wasn't. I mean --

15 Q. Did you ever talk to Allen about why you
16 were not taken off the mortgage back in 2004?

17 A. No. I have not talked as to why I
18 wasn't.

19 Q. You mentioned earlier that Allen's father
20 passed away the day before the final hearing on the
21 divorce.

22 A. At about 1:00 o'clock the day before the
23 final hearing.

24 Q. And you were going through a difficult
25 time with your father at that same time?

1 A. The most difficult time in my whole
2 entire life.

3 Q. And would it be fair to assume that Allen
4 was going through a pretty difficult time, just
5 having lost his father?

6 A. Lost his father, you mean?

7 Q. Uh-huh.

8 A. I mean, I don't think -- I mean, I think
9 that's speculation. I mean, Allen came and told me
10 that he had stayed the night before with his
11 father. Because many times before, his father
12 would be in the hospital and no one would stay with
13 him. I said, it's so important. He said, I was
14 there the night before. And he just said, you keep
15 on going, you just keep on going.

16 Q. Would you --

17 A. I mean, I can't speculate -- I can't
18 speculate on that.

19 Q. Would you recognize that because of the
20 trauma of losing his father, under those
21 circumstances, and at the same time the divorce
22 became final, that Allen may have just forgotten to
23 take you off the mortgage?

24 A. I don't know.

25 Q. But you recognize that's a possibility?

1 A. I -- no. I don't know.

2 Q. Okay.

3 A. I mean, I don't know why Allen was upset,
4 he was divorcing me. I don't understand. And
5 Allen works with that all day long. That's what he
6 works with.

7 Q. Do you have any information that Allen
8 deliberately left you on the mortgage for some
9 reason?

10 A. No.

11 Q. The house that the mortgage was on, is
12 that a house that Allen owned before you were
13 married?

14 A. No.

15 Q. You all bought it together?

16 A. We bought it together.

17 Q. After you were taken off the mortgage,
18 did you ever apply for another loan?

19 A. No. Because I was -- no. But I was
20 diagnosed with breast cancer before he -- and I
21 just hadn't --

22 Q. Well, I hope you're doing okay now.

23 A. Hope so.

24 Q. Well, now that you've got that crisis,
25 very serious crisis, behind you --

1 A. Well, it's not really behind me. I have
2 some more surgeries, but --

3 Q. Okay.

4 A. Well, I didn't apply for another loan
5 because, I mean, I was diagnosed with breast cancer
6 on January the 1st of 2011. I found out about not
7 being on the mortgage -- being on the mortgage -- I
8 mean -- I -- that was just several months before
9 that. Maybe even within a month.

10 Q. Have you ever applied for another loan
11 since you got off the mortgage?

12 A. No.

13 Q. You mentioned, too, about when your
14 father passed away and you had the discussion with
15 him about opening your own practice. Walk me back
16 through the steps you took to try to open that
17 practice.

18 You know, when did you change plans and
19 not want to do that? You know, did you ever
20 reconsider your decision not to do it? I wasn't
21 real clear on all of your thought processes and
22 when that happened.

23 So, let's go back to when, I believe, you
24 said that when you were married to Allen you gave
25 some thought to it but you didn't feel like you had

1 Allen's support. So, you shelled that idea.

2 Correct?

3 A. Right. But, I mean, a lot of detail went
4 into --

5 Q. Right. I understand.

6 A. -- that with -- yeah.

7 Q. Understood. I wanted to ask you about --

8 A. I wanted to be like his Aunt, Esther
9 Guignard, who had two dogs in her office.

10 Q. Uh-huh.

11 A. And we had two dogs and it was -- so, I
12 mean --

13 Q. Okay. I just got handed a note that we
14 are three minutes from --

15 A. Yeah. Okay. Okay.

16 Q. And I might not have much more than three
17 minutes but, just to be safe, let's take a short
18 break --

19 A. Okay.

20 Q. -- and let him change the tape.

21 VIDEOGRAPHER: Okay. This is the
22 end of Tape No. 4 in the deposition of
23 Linda Campbell, M.D. We are off the
24 record at 5:41 p.m.

25 (BREAK 5:41 p.m. - 5:55 p.m.)

1 VIDEOGRAPHER: This is Tape No. 5 in
2 the deposition of Linda Campbell, M.D.

3 We are on the record at 5:55 p.m.

4 (By Mr. Strickland)

5 Q. Dr. Campbell, before we took a break we
6 were talking about your efforts to open your own
7 practice. When did you finally decide you were not
8 going to open your own practice?

9 A. I felt like when I couldn't get a loan,
10 how could I open a practice?

11 Q. That was in 2006?

12 A. Yeah. So, I said, well -- you know, then
13 I started working in Orangeburg and then that other
14 place and etcetera. I mean, Zachary was struggling
15 in school. I mean, even in 2006 it was -- I mean,
16 I wanted to get them all out but I still had to be
17 working and have money come in.

18 Q. Uh-huh.

19 A. I mean, you know, it was hard to sit
20 there and plan to open your own practice when you
21 still had to be -- you were the sole provider of
22 two children that were young. And trying to raise
23 them and take care of them, keep them safe.

24 Q. So, in 2006 were you committed to opening
25 your own practice or that was just something you

1 were looking at exploring?

2 A. I was committed.

3 Q. And you decided not to for what reason?

4 A. I couldn't get the money.

5 Q. And you mentioned something about your
6 children, caring for your children?

7 A. Oh, no. No. I'm sorry. I talk fast. I
8 was committed to opening my own practice, but I had
9 to have the money to do it. Okay? I had to have
10 money. I didn't have the money.

11 I was out there in a house, I'd put all
12 the \$175,000 on the house. I put \$180,000 or 90, I
13 think, down payment on the house. Okay? Because I
14 had a job at Metabolic.

15 All the sudden I don't have a job at
16 Metabolic. I'm still responsible for the children,
17 solely providing for two children. I mean, at that
18 time they were just 12 and 15. You know?

19 My dad had said, before he died, you
20 know, I think you should just open your own
21 practice. And you can go up there in Chapin and,
22 you know, you'd be better, you know, opening your
23 own practice. And he knew I'd wanted to open it in
24 Columbia.

25 Let's see. Then -- so, in 2006, as upset

1 as I was about the divorce that I never ever
2 wanted, I said, well, I mean, I've got to take care
3 of two children. I'm responsible for these
4 children. I'm going to go get a loan and I'm going
5 to open a practice.

6 Because, I mean, I had somebody from
7 Orangeburg that said she'd come and be the office
8 manager. I knew somebody that would be the nurse.
9 I talked to a realtor. He took me around Chapin.

10 I went and talked to Ty Hall at Physician
11 Services of South Carolina, he would do my billing
12 for me. I had somebody trying to sell my house. I
13 said, well, even if I can't sell the house, if I
14 could just get a loan. I can just move up there
15 and get an office and a house and get my children
16 out of Chapin.

17 Q. Did you have any experience at operating
18 a medical practice?

19 A. I had never been in private practice for
20 myself. Is that what you mean?

21 Q. Yes.

22 A. No. But, I mean, I could learn and take
23 it step by step. And I had my office manager that,
24 who would work with me then, had worked for a
25 doctor for 25 years.

1 Q. Is there any --

2 A. Also, I had all the equipment. I had all
3 my dad's equipment from his office. All the
4 equipment from -- that Dr. Mole gave me. All his
5 equipment. I had all -- I mean, I could furnish
6 the office just -- easy.

7 I just needed somebody to do the billing.
8 And I even went to this billing service, they would
9 do it. Or the office manager would do it. I mean,
10 just take it one step at a time, while still taking
11 care of my children and getting up and trying to,
12 you know, do that.

13 Q. Do you have any --

14 A. I was committed.

15 Q. Do you have any experience with building
16 a practice, building a private practice? Not just
17 the bricks and mortar, and setting up the business
18 end of it, but building a practice in terms of
19 getting patients.

20 A. Well, certainly. In Metabolic Medical,
21 we -- that -- I opened that practice with Dr.
22 Jones with one patient, and then we got more
23 patients. And then patients told more patients,
24 you know, we worked at having -- yeah. We worked
25 at having seminars, free things that they could

1 come in and teach them like that. You know, I
2 talked to other doctors and told them about it.
3 Also, at Vision Partners I started with one
4 patient. So, yes. Yeah. But, I mean, word of
5 mouth is the most important thing. But, I mean --

6 Q. Do you recognize --

7 A. I also had a list of patients that I had
8 before, that said, if you ever go into private
9 practice, call me. I had a list with probably a
10 hundred patients.

11 Q. But you recognize opening your practice
12 is not a sure thing that it would be successful?

13 A. I think when you try anything, I mean,
14 you don't know if you'll be successful.

15 Q. You also recognize that when you start
16 out a practice, you just don't have a lot of
17 patients show up right off the bat. It takes time
18 to build a practice. Correct?

19 A. Yeah. Right.

20 Q. How were you going to service the loan
21 debt, make your payments, make your payments on
22 your mortgage, meet payroll, and do things like
23 that while you were building a practice to generate
24 income?

25 A. Well, that's why I got other people's

1 input about that and consulted with other people.

2 Q. But where was the money going to come
3 from, that it would take, until you generated
4 enough revenue from providing services to patients

5 --

6 A. Well, that's why I went to get a loan.

7 Q. Okay.

8 A. The whole process had been discussed back
9 when I wanted to do it when I lived in Columbia.
10 The whole process. I mean, the girl that knew
11 about opening practices, and had opened a lot of
12 practices, and would be my office manager, tried to
13 explain it all to me. She'd take care of it all,
14 get the insurance done and all that. So, I was
15 willing to work but I knew you had to get people to
16 help you with things. You can't do it all
17 yourself.

18 Q. You mentioned that back in 2006, I
19 believe you said, there were no internists in
20 Chapin at that time?

21 A. Not that I know of.

22 Q. Okay. Are there internists in Chapin
23 now?

24 A. Uh-huh.

25 Q. How many are there now?

1 A. I don't know how many now.

2 Q. More than one? More than two? Several?

3 A. I don't know the number now. Back then
4 they didn't have any internists. They just had one
5 group for family practice. Now they have Chapin
6 Urgent Care. A lot of people go there. They've
7 got a OB/GYN. You know, I do a lot of GYN.

8 They've got a lot of other things built up
9 since that time. Back then they did not have an
10 internist. It was just one group of family
11 practitioners that I know of. They were very good,
12 but --

13 Q. What years did you work at Baptist
14 Physician Partners?

15 A. I started in July of 1995.

16 Q. All right. And what year did you leave?

17 A. 1999. This is all on my curriculum vitae
18 that we already have in here.

19 Q. Yeah. I'm just looking for a rough
20 estimate. I certainly wouldn't hold you to it.
21 Why did you leave Baptist Physician Partners?

22 A. Pardon?

23 Q. Why did you leave there?

24 A. To go work at Harbison. They were just
25 -- they were having many, many difficulties there.

1 Q. At where?

2 A. And they finally --

3 Q. At Baptist Physician Partners?

4 A. Yeah. I mean, they finally dissolved,
5 and all that, within that next year.

6 Q. Was Dr. Borucki in that practice?

7 A. Uh-huh. He was initially, yeah.

8 Q. Okay.

9 A. He was. And Elena Williams. Uh-huh.

10 Q. Okay. Was it your decision to leave
11 Baptist Physician Partners?

12 A. Uh-huh.

13 Q. There wasn't any, we think you need to
14 leave, so leave? It was just totally your
15 decision?

16 A. Well, I mean, it was my -- it was my
17 decision. Uh-huh. Well, I mean, you know, you
18 have to see a certain amount of patients to make a
19 certain amount of money.

20 Q. Right.

21 A. If you get five dollars per patient --

22 Q. Okay.

23 A. -- and you spend an hour with them, you
24 can't do it. I mean, I can tell you that there was
25 no way I could do -- so, I just decided to do

1 something else. They actually closed that office
2 in Lexington down.

3 Q. What harm do you maintain you suffered
4 because you were not removed from that mortgage in
5 2004?

6 A. The lives of my children, myself. They
7 remained in harm's way. They couldn't --

8 Q. Well, I'm not talking about -- I
9 understand your testimony about losing the home, as
10 how you put it. I'm asking just, specifically,
11 about being left on the mortgage.

12 A. If I could have gotten the loan --

13 Q. Okay.

14 A. -- I could have pulled myself up and
15 gotten out of -- I mean, gotten out of the
16 neighborhood we were in, because it's closest to
17 the interstate.

18 Moved into Chapin, which was like 7 miles
19 away, and started my practice. My children would
20 have been safer. I mean, I was commuting. I
21 wouldn't get home -- I was doing hour commutes.

22 I mean, and my children didn't have --
23 you know, they were just left to themselves. I
24 could have spent more time with my children.

25 Q. If you had been able to keep your job at

1 Metabolic, would you have given any consideration
2 to opening up your own practice?

3 A. Not if I would have stayed at Metabolic.

4 Q. Okay. And it's your testimony, that the
5 only reason you left Metabolic was because you had
6 to move to Chapin, and you were not able to make
7 the commute to be able to be at work at 7:30 in the
8 morning?

9 A. Ask me that question, again?

10 Q. Is it your testimony, that the only
11 reason you left Metabolic was because you moved to
12 Chapin and were not able to make that morning
13 commute all the way into Columbia?

14 A. That's the reason I lost my job at
15 Metabolic.

16 Q. And when you say you lost your job, did
17 they terminate you?

18 A. Because I couldn't get there on time.

19 Q. And why were you -- tell me exactly why
20 you were not able to get there on time?

21 A. I was living in Chapin and it's like, I
22 don't know, at least a thirty minute ride in.
23 Okay? With the traffic. I had two children that
24 had to be at school at 8:00 o'clock and 10 after
25 8:00. They didn't drive.

1 My father is laying in the bed paralyzed.
2 He can move his hand and talk, and in horrible
3 pain. My mother is with him. No one else can help
4 me. My children don't drive. I have to -- I'm the
5 sole provider for my children, and parent.

6 I mean, I had to get my children to
7 school. If their school didn't start until 8:00
8 and 10 after 8:00, there's no way I could drive to
9 Columbia and be at work at 7:30.

10 Q. Okay.

11 A. I mean, it was just impossible.

12 Q. So, what time were you able to get there?

13 A. I mean, it would vary because when you
14 went in you were -- you had all the traffic, as
15 well. So, I mean, 9:00, 8:30-9:00, 9:30. It all
16 depended.

17 I mean, I did so many calls and talked to
18 patients on the phone, you know, to see how they
19 were doing. Trying to do it until I got there. I
20 tried to schedule so many patients after 7:30, but
21 so many wanted to come at 7:30. And I was the only
22 physician. So --

23 Q. All right.

24 A. And they wouldn't -- they didn't want to
25 change the hours because the patients wanted to

1 come before they went to work.

2 Q. Okay. Just a few more questions about
3 the mortgage. I asked you what harm you suffered
4 and you mentioned not being able to get the loan.
5 Any other harm you suffered by being on the
6 mortgage after 2004?

7 A. I couldn't get a loan, so I couldn't open
8 my practice, so I couldn't provide for my children.
9 So, I couldn't provide for them financially. So,
10 that was very stressful.

11 I couldn't be at home for them. I wanted
12 to go into Chapin where I could live right by the
13 practice, so that I could be there all the time.
14 You know, if they needed me I would be there. I
15 couldn't do that. I mean, it affected my entire
16 life and their lives, too.

17 Q. Anything else?

18 A. I don't know what you can get worth more
19 than lives.

20 Q. I just want to be sure I give you an
21 opportunity to fully answer the question. So
22 probably, no matter what you say I'm going to ask
23 you, again, anything else?

24 A. That's fine.

25 Q. Until you tell me no.

1 A. That's fine. I mean, yeah. I
2 understand.

3 Q. Okay. So, anything else?

4 A. It's just affected my entire life as a
5 person. As a doctor.

6 Q. Anything else?

7 A. Well, I don't think I said as a doctor.
8 You know what I mean?

9 Q. Okay.

10 A. And you're feeling -- when you can't take
11 care of patients and your self esteem -- otherwise,
12 you're working with all these other people. So --

13 Q. All right. Well, anything else?

14 A. I mean, I think that entails a lot. It
15 just entails a lot. That's okay. It just entails
16 a lot.

17 Q. Understood. And I just want to be sure I
18 haven't cut you off. Anything else?

19 A. Not anymore details, as long as that
20 entails everything I've told you.

21 Q. Okay. So, nothing in addition to what
22 you've already told me? It's not a trick question.
23 I'm just trying to make sure that I've covered the
24 bases.

25 A. I mean, if you want to go into the stress

1 and worry and can't sleep. And worried about your
2 children. And your children are scared to death.
3 And then you have to leave them. And can't pick
4 them up at school. And they call you from school
5 and you're in another place and you can't get to
6 them. And they have no car and they can't drive.

7 Q. Well, why didn't you just --

8 A. You add all those things.

9 Q. Why didn't you just sell your house and
10 move out of that neighborhood?

11 A. Pardon?

12 Q. Why didn't you just sell that house and
13 move out of that neighborhood?

14 A. I've been trying to sell it since 2005.
15 I've got the girl, here, that I called in 2005. I
16 sold it in March of 2011. She couldn't sell it.

17 Q. Why was it hard to sell?

18 A. Well, I believe the market dropped a lot
19 back then.

20 Q. Was this a --

21 A. And people weren't buying house. Huh?

22 Q. Was this a lake house?

23 A. No.

24 Q. Okay.

25 A. It was a house in a community.

1 Q. If you would, just read into the record
2 who that realtor was in case we ever need that
3 information. You pointed to a business card, I
4 believe.

5 A. I called her in 2005 and 2006 regarding
6 trying to sell the house.

7 Q. Yeah. Who is that?

8 A. Do you want the paper or do you just want
9 the --

10 Q. Well, I don't necessarily need the paper.
11 If you would just read me the name of the realtor.

12 A. I'll just let you read it off.

13 Q. All right.

14 A. That might be easier.

15 Q. All right. You handed me a card that
16 says, Sheron, spelled S-H-E-R-O-N, Parks. And she
17 is with Palmetto Properties of Columbia, LLC. 8807
18 Two Notch Road, Suite D, Columbia, South Carolina
19 29223. And her phone number is 865-8500. Is that
20 the only realtor you listed your house with?

21 A. No. I mean, no. Two other realtors
22 tried to sell it, as well.

23 Q. All right.

24 A. And the two -- yeah.

25 Q. During the time that you were on the

1 mortgage, from 2004 to, I guess, 2012 --

2 A. I think it was 2011.

3 Q. 2011? You're right. Thank you.

4 A. You're welcome.

5 Q. Up until that point or during that time
6 frame, did you ever get an overdue notice or
7 anything from the mortgage company that would
8 suggest you were still on the mortgage?

9 A. I did not.

10 Q. Are you aware of Allen missing any
11 payments on that mortgage during the 2004-2011 time
12 frame?

13 A. I'm not aware of that.

14 Q. You're not aware, then, of any damage
15 being done to your credit rating because you were
16 on that mortgage and payments not being made?

17 A. Well, that -- that should -- I don't know
18 how to really answer that. I just remember going
19 to Jim Nance and him saying how important it was
20 with credit, and how that was, you know -- that was
21 bad. I don't know.

22 Q. Let me ask you this way --

23 A. I don't know all the details to that but,
24 you know, it wasn't very good to have all that.
25 They said I needed to get it straight as soon as I

1 could.

2 Q. Understood. Let me ask it this way. If
3 you borrow money, at least it's my understanding
4 that if you make your payments, it actually helps
5 your credit rating. Is that a fair statement?

6 A. Said it again? If you borrow --

7 Q. If you borrow money and make all your
8 payments on time, doesn't that help your credit
9 rating?

10 A. I mean, I guess it would. But then I've
11 also heard that if you take too many payments out,
12 even if you pay everything off, it's too many
13 things open.

14 Q. Understood. But I'm just asking
15 specifically, if you make your payments on time, it
16 could help your credit rating. Correct?

17 A. I mean, I see why you're asking that. I
18 just know I tried to get a credit card with Belks
19 before it was taken off there and they wouldn't
20 give it to me.

21 Q. Did Belks tell you why they wouldn't give
22 you a credit card?

23 A. Because -- no. I mean, you had fill out
24 how much you were making then, or something.

25 Q. Is that back when you were making about

1 \$8,000.

2 A. No. That was when I had cancer.

3 Q. Okay.

4 A. And I couldn't work for a while.

5 Q. Okay.

6 A. But it, you know -- but --

7 Q. Going back to my original question here.

8 You don't have any information that Allen missed a
9 payment?

10 A. I don't have any information about that.
11 I think one payment was missed years ago.

12 Q. All right.

13 A. Before the divorce, but I don't have all
14 the -- there's a lot that goes into all the credit.
15 And one little thing like that, paying it and keep
16 on paying for your credit --

17 Q. Well, as you --

18 A. It might --

19 Q. As you --

20 A. It might be one thing but, I mean, you
21 know, if you don't have enough money to live on and
22 you can't borrow money, or have a job, and you
23 don't have enough to take care of your children.
24 You know, I think --

25 Q. Well, as you sit here today, is there

1 anything that you're aware of in the credit
2 history, on that house mortgage, that would impact
3 your credit rating in a negative way?

4 A. I don't know the answer to that.

5 MR. STRICKLAND: Okay. That's all I
6 have.

7 THE WITNESS: Thanks.

8 MR. HILL: Gary, have you got
9 anything?

10 MR. WHITE: I don't have anything.

11 MR. HILL: Dr. Campbell, I don't have
12 anything else either. I do know that you
13 brought a lot of papers here with you
14 today. And you've referred to them from
15 time to time.

16 Earlier we asked Mr. White, through
17 a request for production, to give us
18 copies of any materials you had pertinent
19 to this case. I'm not sure that we've
20 seen all those materials. So, my request
21 to you is, please give all that stuff to
22 Mr. White so that he can copy it and give
23 it to us.

24 If there's anything in there that we
25 haven't had an opportunity to talk

1 you about, we may want to come back and
2 talk again.

3 THE WITNESS: Certainly. I
4 understand that.

5 MR. HILL: Okay.

6 THE WITNESS: I've just been
7 gathering things together, you know?

8 MR. HILL: Okay.

9 THE WITNESS: I mean, I've been
10 gathering things together. I live at my
11 other lake house. I have one room. And
12 I've just been gathering things. A lot
13 of this stuff I just put away because I
14 could not look at it until I -- I
15 couldn't even look at it until 2010, or
16 think about it.

17 But, yes, I can definitely get these
18 to you. And I will try to go through to
19 make sure I've got everything -- that
20 you've got everything you need.

21 MR. HILL: Okay.

22 THE WITNESS: I certainly will.

23 MR. HILL: Thank you. That's all.

24 THE WITNESS: Thank you.

25 VIDEOGRAPHER: Okay. This concludes

1 Tape No. 5, and the deposition of Linda
2 Campbell, M.D. We're off the record at
3 6:17 p.m.

4 Further deponent sayeth not.

5 (There being no further questions, the deposition
6 concluded at 6:17 p.m.)
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Certificate of Reporter

COPY

I, Krista M. Gibson, Court Reporter and Notary Public in and for the State of South Carolina at large, hereby certify that I reported the deposition of LINDA CAMPBELL, M.D., on Wednesday, the 15th day of May, 2013, that the witness was first duly sworn by me and that these 180 pages constitute a true and correct transcription of my stenomask report of the said deposition.

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 was thereafter sealed by me and delivered to Mr. Charles E. Hill, Esquire, 1901 Main Street, 17th Floor, Columbia, South Carolina, who will retain this sealed original transcript and shall be responsible for filing same with the court prior to trial or any hearing which might result in a final order on any issue.

In witness whereof, I have set my hand and seal this 26th, day of May, 2013.



Krista M. Gibson, Court Reporter
My commission expires June 20, 2022

RAY SWARTZ & ASSOCIATES OF SOUTH CAROLINA

LINDA JUNE CAMPBELL, MD

241 AMENITY ROAD

CHAPIN, SC 29036

Cell phone (803-546-9237)

EMPLOYMENT

Linde Health Care (St Louis, MO)/ Care Improvement Plus, a Medicare Advantage Program- December 2011 to present

Physician: home visits to Medicare patients (House Calls Program)

Sentinel Health Partners at Elgin, Internal Medicine and Pediatrics, Elgin S.C.

Physician September 2011-November 2011

Eau Claire Cooperative Health Centers, Inc., Women's Health and Internal Medicine,
Leesville, SC September 2008 to January 2011

Physician

ADULT MEDICINE AND FAMILY HEALTH, RURAL HEALTH

Family Health Centers. Orangeburg, SC October 2006-September-2008

Physician

ADULT MEDICINE AND FAMILY HEALTH, RURAL HEALTH, URGENT CARE

The Carolinas Center for Medical Excellence, Columbia, SC

Physician Consultant April 2005- July 2006

Metabolic Medical Centers of Columbia, LLC, Columbia, SC

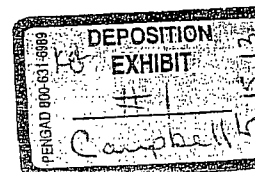
Physician August 2000-June 2005

Harbison Family Practice, Columbia, SC

Physician August 1999- December 2000

Baptist Physician Partners, Palmetto Baptist Medical Center, Columbia, SC

Physician June 1995- August 1999



Herbert Moskow, MD, Family Medicine, Denmark, SC

Physician

January 1990-October 1992

Moncrief Army Hospital, Columbia, SC

Physician PRN (Emergency Room)

May 1990-December 1990

MATERNITY LEAVE

September 1989- January 1990

October 1992-February, 1993

Medical University of SC, Charleston, SC

Clinical Nurse Specialist, Pediatrics

November 1976-June 1982

(Pediatric Cardiovascular Surgery and Pediatric Oncology)

The Regional Medical Center, Orangeburg, SC

RN- PRN (Emergency Room)

1981-1983

ROPER HOSPITAL, Charleston, SC

RN- PRN (Emergency Room)

1981-1983

RICHLAND COUNTY HEALTH DEPARTMENT, Columbia, SC

RN- Nurse Manager

1974-1975

Rheumatic Fever Clinic and Rural Pediatric Health Clinics

BAPTIST HOSPITAL, Columbia, SC

RN (ICU)

1974

MEDICAL UNIVERSITY OF SC, Charleston, SC

RN (ICU, Burn Unit, Trauma Unit)

1973

EDUCATION

Residency in Internal Medicine

March 1993-June 1995

Richland Memorial Hospital , University of SC School of Medicine, and William Jennings

Bryan Dorn VA Hospital, Columbia, SC

Residency in Anesthesiology

July- 1989- August 1989

Medical University of SC, Charleston, SC

Internship in Internal Medicine

July 1988-June 1989

Richland Memorial Hospital, University of SC School of Medicine, and William Bryan Dorn VA Hospital, Columbia, SC

Medical

August 1983- June 1988

Medical University of SC, Charleston SC

Degree: Doctor of Medicine

Honorary Citation for Physical Diagnosis

Masters

June 1975- November 1976

Emory University, Atlanta, GA

Degree: Master of Nursing (Pediatrics)

Dean's List

Bachelors Science Nursing

May 1973

Medical University of SC, Charleston, SC

Dean's List Sigma Theta Tau Honor Society Class Officer

BOARD CERTIFICATION

Board Certified: **INTERNAL MEDICINE** - August 1999, October 2011

National Boards Part I-1986 Part II - 1988 Part III 1989

LICENSES

SC Medical License- SC14473

DEA- BC1793884

PUBLICATIONS

Campbell, L., "Going Home after Heart Surgery"; Medical University of SC, 1979

Campbell, L., "Going to the Hospital", Medical University of South Carolina, 1981.

Campbell, L., "Pediatric Open Heart Surgery: Effect of Parent to Parent Interaction on Parental Anxiety". Submitted in partial fulfillment of the requirements of the Masters of Nursing Degree in the Nell Hodgson Woodruff School of Nursing, Emory University, and August 1976

Campbell, L., "Pediatric Open Heart Surgery: Effect of Parent to Parent Interaction on Parental Anxiety". Submitted in partial fulfillment of the requirements of the Masters of Nursing Degree in the Nell Hodgson Woodruff School of Nursing, Emory University, and August 1976.

Sade, R., Bartles, D., Dearing, J., Campbell, L., Loadholt., "Prospective Randomized Study of Membrane vs. Bubble Oxygenators in Children"; Annals of Thoracic Surgery 29:502-511. 1980

ASSOCIATIONS and MEMBERSHIPS

Columbia Medical Society

SC Medical Association (Bioethics Committee)

VOLUNTEER ACTIVITIES

Physician for Women's Shelter 1998-2001

Physician for Brett's Rainbow 1995-2001

Speaker at the 2005 Women's Expo with South Carolina Heart Center

Served on Task Force for South Carolina Department of Education for Improving Student Nutrition and Physical Activity 2001-2002

REFERENCES

Mail News Sports Finance Weather Games Groups Answers Flickr More

Search Mail Search Web

SENT CONTACTS CALENDAR Cindy Laker Salary

Categories Orders Values Methods

Inbox (999+)

Conversations

Drafts (130)

Sent

Spam (725)

Trash

FOLDERS

Google

untitled

untitled1

MESSAGE

APPLICATIONS

Salary

Year	Income	Expenses	Net
1997	123,563.00	379,285	
1998	112,945	379,300	
2000	193,249	25 hours a week	
2001	141,126	same as above	
2002	193,767	24-26 hours a week	
2003	129,443	24-26 hours a week	

Moved into house in Chapin September 14, 2005

2005: 25,000: 10-14 hours a week

2006: 8,363

2007: 72,575

2008: 51,505

2009: 103,423 (full time with benefits)

2010: 105,522 (full time with benefits)

2011: 78,730

2012: 43,000

Only time I had benefits was 2008 and 2009

YOUR BANK CAN ALERT YOU WHEN A NEW ACCOUNT IS OPENED IN YOUR NAME

LifeLock

Jan. 2005- I was the primary physician at Metabolic Medical Center (MMC) of Columbia started at 7:30AM. I worked as an independent contractor so I was paid by the hour. I had to get both children to school in Chapin, then drive into Columbia. The earliest I could get to work was 8:20. I tried to schedule patient the first patient at 8:30, but the owner said MMC had to open at 7:30 because many patients wanted to come before they went to work. On Jan. 2005, I was fired because I could get to work on time. The owner told me that moving to Chapin was the stupidest thing I had ever done.

I also owned 12.5 percent of shares in MMC. I bought the shares for \$25,000. In 2000, I received distributions. Distributions in 2005 were \$14,000. I had to sell the shares in December 2005 for \$48,000.

2006

Tried to get loan from Carolina First to open my own practice

Brandon (Winkless) said not owe to much expense/income ratio too high. I had made 25,000 in 2005 and my house mortgage was \$300 a month.

WITNESS

Standa
Dr. Ashin Poterfield
Caroline St
Columbia, SC

Courtney Merritt
Office
Metabolic Medical Center of Columbia

Columbia, SC

Carolyn Mitchell

Tammy Kilpatrick

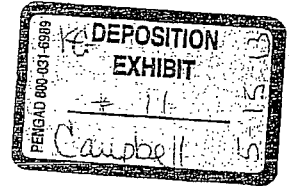
Mary Margaret

Steve

Loss

Storage for furniture





FEE AGREEMENT AND ACKNOWLEDGEMENTS

DIRECTIONS TO CLIENTS: Read carefully before signing and initialing. Draw a line through inapplicable portions.

I, the undersigned Domestic Relations client of the Law Offices of Golden, Taylor, Potterfield and Barron, hereby acknowledge the following:

I was referred to Ms. Potterfield by: Self

Ms. Potterfield has advised me that she attempts and recommends reconciliation whenever possible in Domestic Relations cases, but that she has assumed that since I am over 18 years old and have already thought a good deal about this important step in my life, that I really want a (divorce) (separation) regardless of the drawbacks that we have discussed, and she is correct. She has also explained to me that she has no vested interest in my divorce or separation and that she wants what is best for me under the circumstances and it is OK with her if I ever reconcile BUT if I reconcile with my spouse, then I lose whatever grounds I may now have by "condonation" of conduct, and may never again have fault grounds for divorce. I understand that Ms. Potterfield does not make "policy decisions" for her clients and that my priorities, my acceptance of final settlement offers, any reconciliation or any decision to sue or not, will be solely mine to make, although with her advice.

As to mediation, Ms. Potterfield feels that the existing Court procedures for pre-trial discovery and pre-trial conference, requiring separate counsel and mutual financial disclosures are the best "mediation procedures" and just because a case starts out contested doesn't mean it has to end that way. Some "mediators" in some states are OK but most mediators tend to oversimplify problems and look more to quick easy unstressful answers rather than long term solutions. When appropriate, binding matrimonial arbitration may be a possibility, but it is still in its infancy, in South Carolina especially.

Without prompting or suggestions from Ms. Potterfield, I have told her that I have experienced difficulties in my marriage concerning my spouse's (physical cruelty, habitual drunkenness, ~~habitual drugs~~, desertion, adultery, lack of proper support, separation for more than one year, or _____), and

Emotional abuse, inappropriate cursing in front of me and my children.

Linda Campbell
Original Client File 6

that my spouse (is) (is not) more responsible for the difficulties than I.

I understand: that Ms. Potterfield represents about as many men as women and has an even-handed approach to divorce and there are lots of ways to bring or defend such actions and that experience helps strategy and tactical decisions.

I understand: that Ms. Potterfield does not have to take my case at all and that if she takes my case, we are free to contract on whatever financial basis we agree upon; that although Ms. Potterfield does some charity work, I fully understand she is not the least expensive lawyer in South Carolina, and she has told me that I might be able to get some competent lawyer in South Carolina to handle my case for less fee and she may be willing to help me find such a lawyer.

I understand that the file opened in my case by this office is the sole and exclusive property of the law offices of Golden, Taylor, Potterfield and Barron, but that I am entitled to copies of the file contents when I request them, except perhaps, some psychiatric and other reports which Ms. Potterfield received under privileged and confidential circumstances.

I know that in order to put sufficient thought to the strategy and preparation of my pleadings and my case in general, and in order to deal with me in depth concerning the factual background of my case and in order to advise me concerning my future conduct during and after the pendency of my case, Ms. Potterfield and her partners must, of necessity, put aside other work for me. Ms. Potterfield does this because she believes, and I agree, that Domestic Relations problems of her clients are generally of a more urgent nature requiring some priority and time. Delay in starting the action may considerably prejudice a client.

One of the reasons for the higher than usual fees that Ms. Potterfield charges is because an attorney who handles domestic relations cases should be a person who is not only experienced in domestic relations law and a good judge of people and the psychology of human behavior, but a lawyer who is willing and able, when and if it becomes necessary, to be aggressive and be an attorney who recognizes a complete commitment to the client. This is primarily what Ms. Potterfield's clients are paying for. Her partners, Mr. Golden, Mr. Taylor and Ms. Barron, are excellent Family Law practitioners. Not many lawyers are very good in the

divorce, separation or custody areas. Divorce or custody cases may well be the most difficult of all legal cases for a lawyer to handle. Ms. Potterfield's method of operation is designed to get you the best possible results in your case, based on Ms. Potterfield's experience IN THIS FIELD.

I recognize that the very fact that Ms. Potterfield's firm is putting its name to my Petition or Answer may have considerable beneficial effect upon my getting the divorce the easier way, as the other attorney to whom my spouse goes will probably recognize that I have an firm of national reputation who will fight for me and therefore the other attorney may recommend a reasonable settlement approach to the situation, if not at first, certainly before a final hearing. But, I understand she is not a magician and I will back her up all the way in fighting to establish my rights.

THE ADVANCE RETAINER I PAY IS NOT THE "THE FEE". Ms. Potterfield usually requires the sum of between \$2,500.00 to \$20,000.00, depending on the case and circumstance, as her original minimum advance retaining fee to be paid by the client she represents IN ADVANCE of any work. The advance retainer is more (a) in cases out of the Columbia-Lexington area, or (b) if Ms. Potterfield is coming in after the case has already commenced, or (c) if special complications exist, or (d) if large financial responsibilities are involved, or (e) if highly contested child custody is an issue. This advance retainer DOES NOT include court costs, pre-trial depositions, appraisals, investigators, economists, CPA's and other expenses which the client is expected to pay promptly. Also, this does not include attorney's fees for any appeals, or attorneys fees for any attorney outside of Ms. Potterfield's office who may later be called in to assist. It also does not include additional attorneys fees after the advance retainer runs out.

THE FEES CHARGED ARE NOT ONLY FOR THE PURPOSE OF MS. POTTERFIELD'S RENDERING PROFESSIONAL SERVICES TO ME, BUT ALSO FOR MS. POTTERFIELD'S OFFICE TAKING THE CASE AND MAKING HERSELF OR ONE OF HER PARTNERS, OR BOTH, AVAILABLE IN THE FUTURE TO HANDLE IT, AND NECESSARILY HAVING TO REFUSE OTHER EMPLOYMENT, ESPECIALLY PREVENTING HER FROM ACTING FOR MY ADVERSARY.

I understand that neither Ms. Potterfield nor I can tell at this point what the final fee will be. It may or may not be more than the minimum advance retainer fee of \$5,000.00 which we

je

Linda Campbell
Original Client File 8

have agreed upon. I agree to pay Ms. Potterfield for her time at the rate of Two Hundred (\$200.00) Dollars per hour for her in-office or out-of-office hours in addition to expenses and other costs, which will be deducted from the minimum advance retainer fee. I understand that Mr. Golden's time is billed at Three Hundred Fifty (\$350.00) Dollars per hour, Mr. Taylor's time is billed at Two Hundred Fifty (\$250.00) Dollars per hour and Ms. Barron's time is billed at One Hundred Fifty (\$150.00) Dollars per hour.

I further agree to pay all other interim bills and costs, upon my receipt of them. If the advance fee has run out I also agree to pay the subsequent fees earned, within thirty (30) days of my being billed.

I understand that Ms. Potterfield is not required to ruin her health for me, and that she is very busy and that sometimes my telephone call may not be returned by her promptly because of her presence out of the office, in court or out of the city, so I agree to cooperate with her and deal with the attorneys who work with her (Mr. Taylor or Mr. Golden) or others, who will assist her in preparing me and my case for trial or settlement. I also agree to make use of Ms. Potterfield's secretarial staff as much as possible in the event Ms. Potterfield is absent when I call or come by, in order to have them help me with any problems (if it isn't too personal) as I understand Ms. Potterfield has great confidence in her staff's ability and discretion.

I understand that we may find ourselves heavily pressured by efforts at settlement (either the day of the hearing or before), when circumstances make it advisable to involve ourselves in heavy negotiations within a short period of time, which negotiations will result in a great deal of strain and pressure on counsel and client. I understand that I should prepare for this eventuality to arise AT ANY TIME. I understand that Ms. Potterfield does not mind this kind of high pressure, give and take, and is used to it, but I may not be and it is something for which I need to become mentally and emotionally prepared for as the case nears trial time. I further understand that if we can settle the case reasonably, we should do so, and that in a true settlement, nobody walks away smiling.

I have been and will continue to be forthright and honest with Ms. Potterfield, her partners and associates in fully disclosing all facts, good and bad, concerning my case and my personal

situation and history. She has informed me that such information will be held in strictest confidence between us, including, of course, her staff.

Instead of filling out and signing this fee arrangement, I understand that Ms. Potterfield will be willing to discuss handling my case on a one-time flat fee payment in advance, if is adequate enough and if so, we will have a separate agreement to that effect.

I understand that in South Carolina an attorney has the right to withdraw from the representation of a client if the client does not pay the fees required under the agreement. (S.C. Ethics Advisory Opinion 82-24), and that if I do not pay the monthly bills for fees or expenses within thirty (30) days I hereby give Ms. Potterfield and her office the right to withdraw from my case upon fifteen (15) days notice.

I acknowledge reading the above and receiving a copy for my files.

Linda Campbell MS
CLIENT

DATED: 6/3/03

COUNTERSIGNED BY: Linda Campbell MS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MARITAL SETTLEMENT AGREEMENT

This Agreement is made and entered into this the 1st day of July, 2004, in the State of South Carolina, by and between Linda J. Campbell (hereinafter referred to as "Wife") and Allen S. Guignard (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been lawfully married on or about the 25th day of October 1997; and

WHEREAS, no children were born of this marriage and no children are expected; and

WHEREAS, the parties have been living separate and apart since December 1, 2002, having last resided together as husband and wife in Richland County, South Carolina; and

WHEREAS, Wife is represented by Ashlin B. Potterfield and Husband is represented in the referenced Agreement by Pope D. Johnson, III, Esquire; and

WHEREAS, the parties hereto now consider it to be in their respective best interests to settle between themselves all matters in issue and all matters heretofore arising or hereafter to arise from their marital union; and

WHEREAS, the parties have reached a complete and final Agreement (hereinafter referred to as "Agreement") as to all issues other than the issue of divorce, and they desire that the Agreement be approved by the Court and made the final Order of the Court as to all issues raised herein and all issues which could have been raised by either party; and

WHEREAS, both parties acknowledge that each is sufficiently familiar with the financial ability, income, debts, expenses, worth, and assets of the other, and that they have exchanged financial declarations; and

WHEREAS, neither party is entering into this Agreement as a result of duress or any undue influence; and

WHEREAS, the parties have freely, actively, and fully taken part in the negotiations over a



Linda Campbell
Original Client File 132

255584

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
FAMILY COURT

JUDGMENT IN A FAMILY COURT CASE

CASE NO. 2003-DR-40-1823

ALLEN GUIGNARD
PLAINTIFF(S)

VS LINDA CAMPBELL
DEFENDANT(S)

CHECK ONE:

- ☐ DECISION BY COURT. This action came to trial or hearing before the court.
The issues have been tried or heard and an order rendered.
- ☐ ACTION DISMISSED (CHECK REASON): ☐ Rule 12(b), SCRCPP; ☐ Rule 41(a),
SCRCPP (Vol. Nonsuit); ☐ Rule 43(k), SCRCPP (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ 270 Day Rule; ☐ Other

IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:

Dated at COLUMBIA, South Carolina, this 26 day of JULY, 2004.

John M. Rucker
JUDGE

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

POPE JOHNSON, III
ATTORNEY(S) FOR THE PLAINTIFF(S)

ASHLIN POTTERFIELD
ATTORNEY(S) FOR THE DEFENDANT(S)

Linda Jaylorum
CLERK OF COURT



255584
FILED

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Allen S. Guignard,

Plaintiff,

vs.

Linda J. Campbell,

Defendant.

2004 AUG -8 AM 11:23
IN THE FAMILY COURT

BARBARA A. SCOTT
CC. CP, GS
& FAMILY COURT

Civil Action No. 03-DR-40-1823

FINAL DIVORCE DECREE

04 AUG 11 AM 9:14
BARBARA A. SCOTT
C.C. & G.S.

DATE OF HEARING:	July 23, 2004
TRIAL JUDGE:	John M. Rucker
PLAINTIFF'S ATTORNEY:	Pope D. Johnson, III
DEFENDANT'S ATTORNEY:	Ashlin B. Potterfield
COURT REPORTER:	Angie Berry

This matter came before the Court on July 23, 2004 in an action by the plaintiff against the defendant for separate support and maintenance and accompanying relief. This action was commenced on May 7, 2003 by the filing of a Summons and Complaint. The defendant filed an Answer on or about June 11, 2003.

At the hearing, the Plaintiff moved to amend his Complaint to seek a divorce a vinculo matrimonii upon the grounds of a one (1) year separation without cohabitation. The Defendant's counsel consented, and the motion to amend was granted.

The Court duly inquired of the plaintiff and defendant to determine if reconciliation was possible. I find, after due inquiry, that reconciliation is not possible and that further efforts in that regard would be unavailing.



Linda Campbell
Original Client File 106

Counsel for the plaintiff advised the Court that parties had entered into a Marital Settlement Agreement dated July 1, 2004, in connection with a mediation held on July 1, 2004, which resolved all issues other than the divorce.

Testimony was received regarding the issue of divorce and the approval of the settlement agreement. After taking the testimony and after examining the financial declarations on the file, the Court makes the following findings of fact and conclusions of law:

1. Both parties are residents of South Carolina and have been so for more than three (3) months prior to the commencement of this action. The residence requirement of South Carolina Code Ann. §20-3-30 (Law. Co-op. Supp. 1995) has been, therefore, fully satisfied;
2. Plaintiff and Defendant were lawfully married on or about October 25, 1997 in Richland County, South Carolina; no children have been born of this marriage and no children are expected;
3. This Court has jurisdiction over the parties and subject matter hereto and control of this proceeding. S.C.R.F.C. 16; *Ariail v. Ariail*, 295 S.C. 354, 368 S.E.2d 475 (Ct. App. 1989);
4. The parties reside in Richland County, South Carolina and the proper venue for trial of this action is in the Family Court presiding in Richland County pursuant to South Carolina Code Ann. §20-3-60(a) (Law. Co-op. Supp. 1993);
5. This marriage is irretrievably broken, and despite an earnest attempt by the Court, there is no possibility of a reconciliation;
6. There is no collusion between the parties for the purpose of obtaining a divorce;
7. I find that the parties have lived separate and apart for a period in excess of one year, without cohabitation. The parties separated on December 1, 2002. The plaintiff's testimony that the parties had lived separate and apart without cohabitation for a period in excess of one year was corroborated by an independent witness, Alan I. Reyner, Jr. The parties are entitled to a

divorce a vinculo matrimonii from each other upon the grounds of a one year continuous separation without cohabitation;

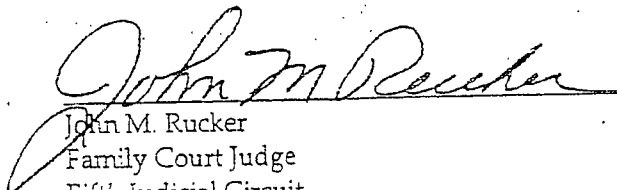
8. The parties have voluntarily entered into a Marital Settlement Agreement dated July 1, 2004. The agreement was reached, without threat or coercion, and as a result of the mediation. The agreement, a copy of which is attached hereto, is fair and equitable. As the agreement is within the bounds of reason, as set by the statutes and the case law of this State, I find that the agreement should be approved and incorporated into and made the final Order of this Court as to all issues, other than the marriage itself. The agreement of the parties is hereby approved.

ACCORDINGLY,

IT IS ORDERED that the parties are hereby granted a full, final and complete divorce, a vinculo matrimonii, from each other upon the ground of a separation without cohabitation continuously for the statutory period of one year.

IT IS FURTHER ORDERED that the Marital Settlement Agreement dated July 1, 2004, attached hereto and incorporated herein by reference, hereby is confirmed and approved and made the final Order of the Court as to all issues other than marital status and shall be enforceable as an Order of this Court.

AND IT IS SO ORDERED.

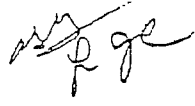

John M. Rucker
Family Court Judge
Fifth Judicial Circuit

Columbia, South Carolina

July 26 2004

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

MARITAL SETTLEMENT AGREEMENT



This Agreement is made and entered into this the 1st day of July 2004, in the State of South Carolina, by and between Linda J. Campbell (hereinafter referred to as "Wife") and Allen S. Guignard (hereinafter referred to as "Husband").

WITNESSETH:

WHEREAS, the parties hereto are husband and wife, having been lawfully married on or about the 25th day of October 1997; and

WHEREAS, no children were born of this marriage and no children are expected; and

WHEREAS, the parties have been living separate and apart since December 1, 2002, having last resided together as husband and wife in Richland County, South Carolina; and

WHEREAS, Wife is represented by Ashlin B. Potterfield and Husband is represented in the referenced Agreement by Pope D. Johnson, III, Esquire; and

WHEREAS, the parties hereto now consider it to be in their respective best interests to settle between themselves all matters in issue and all matters heretofore arising or hereafter to arise from their marital union; and

WHEREAS, the parties have reached a complete and final Agreement (hereinafter referred to as "Agreement") as to all issues other than the issue of divorce, and they desire that the Agreement be approved by the Court and made the final Order of the Court as to all issues raised herein and all issues which could have been raised by either party; and

WHEREAS, both parties acknowledge that each is sufficiently familiar with the financial ability, income, debts, expenses, worth, and assets of the other, and that they have exchanged financial declarations; and

WHEREAS, neither party is entering into this Agreement as a result of duress or any undue influence; and

WHEREAS, the parties have freely, actively, and fully taken part in the negotiations over a

reasonable period of time, and each party acknowledges and considers the Agreement to be fair, just, and equitable under the circumstances; and

NOW, THEREFORE, for and in consideration of the mutual and several binding promises, covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the parties hereby agree, on behalf of themselves, their heirs and assigns, as follows:

1. The WHEREAS clauses set forth above are hereby incorporated herein as an integral part of the Agreement.
2. Wife shall be entitled to all right, title, and interest in and to the Buick Rendevous automobile titled in her name, that she currently drives. Wife shall be responsible for all expenses relating to this vehicle, including but not limited to insurance, taxes, repairs, liens, etc.
3. Husband shall be entitled to all right, title, and interest in and to the Buick Park Avenue automobile or other vehicles titled in his name. Husband shall be responsible for all expenses relating to such vehicles, including but not limited to insurance, taxes, repairs, liens, etc.
4. The Husband shall be entitled to the furniture, fixtures and personal property which he brought to the marriage, the engagement ring which was his grandmother's which he gave to the Wife, and the TEC outdoor grill. The Wife shall be entitled to all other personal property located in the house at 25 Avian Trail, Columbia, South Carolina, free and clear from any claim of the husband.
5. The parties forever waive and relinquish any and all claims for alimony and separate maintenance for the other and all such claims are forever barred.
6. The Wife agrees to transfer her one half undivided interest in the house and lot at 25 Avian Trail, Columbia, South Carolina to the Husband, by general warranty deed. The Husband agrees to have the Wife's name removed from the note and mortgage with respect to the house and lot at 25 Avian Trail, Columbia, South Carolina or refinance the

house and lot in his name only. The Husband shall refinance or remove the Wife from the mortgage as soon as practical but in no event later than four months from the execution of this Agreement. The parties agree that they may jointly extend the four month deadline. The closing and transfer of the property shall take place on July 28, 2004.

7. The Husband agrees to pay the Wife \$175,000.00, which payment shall be made on July 28, 2004 in full settlement and satisfaction of any and all claims of the Wife for an equitable division of marital property.

8. Neither party makes any further claim for equitable division of real or personal property and all such claims are hereby waived and forever barred. The Wife freely and voluntarily waives and forever relinquishes and releases any and all claims in any property, whether real or personal, of the Husband, including all claims on the basis of an equitable interest, special equity interest, equitable division or any other such interest. The Husband freely and voluntarily waives and forever relinquishes and releases any and all claims in any property, whether real or personal, of the Wife, including all claims on the basis of an equitable interest, special equity interest, equitable division or any other such interest.

9. Each party hereby releases and relinquishes any and all claims or rights against the other which he or she may have or hereafter acquired as a spouse under the present or future laws of any jurisdiction by way of inheritance, decent, and distribution, including but not limited to any rights under S.C. Code Ann. § 62-2-201. Each party hereby releases and relinquishes any and all claims of whatsoever nature against the other, including but not limited to claims in or to the property or the estate of the other, whether real, personal or mixed, whether now owned or hereafter acquired, with the exception of any claims arising out of the breach of this agreement and any claims for divorce.

10. By their respective signatures below, the parties represent that there are no joint

debts to apportion. Neither party shall incur any debt in the name of the other. If it is determined that there are any joint debts, the party incurring the debt shall be responsible for paying off the debt according to terms satisfactory to the creditor and shall indemnify and hold the party harmless thereon. Except as otherwise provided in this Agreement, if there are any joint credit accounts, they shall be closed immediately.

11. Each party shall be responsible for his or her own attorney fees, accountant fees, expert fees and costs, and any and all other costs and disbursements incurred in this matter from its inception through the date of approval of this Agreement.

12. This Agreement shall be submitted to the Family Court for the Fifth Judicial Circuit in Columbia, South Carolina, for the purpose of having the Court review and approve the terms and conditions of this Agreement and for the issuance of an appropriate Order approving the terms and conditions hereof and making the same the Order of the Court.

13. Each party solemnly agrees to promulgate and support the Court's approval of this Agreement and do nothing in derogation hereof or in any way attempt to discourage said approval and merger by the Court. If the Court does not approve this Agreement in its totality, this entire Agreement shall be null and void.

14. Once approved and made the Order of this Court, the Family Courts of the State of South Carolina shall have continuing jurisdiction to enforce the terms and conditions of this Agreement, along with any Order issued with respect thereto, and both Wife and Husband shall be subject to the contempt powers and jurisdiction of the Family Court of the State of South Carolina with respect to any breach or violation of this Agreement or the Order of this Court.

15. This Agreement is the total and complete agreement between the parties, both now and following any Decree of Divorce or Final Decree of Separate Maintenance which either party might obtain.

16. Wife and Husband hereby acknowledge and agree that this is a full and

complete property and support agreement with respect to all matters raised and with respect to those which could have been raised in the controversy between them and is considered by them to be a fully integrated agreement

17. This Agreement expresses the entire agreement between the parties, supersedes any prior understandings or agreements between them and there are not any other representations or warranties other than those specifically set forth herein. Each party represents to the other that a true and accurate disclosure has been made to the other of all assets and financial matters.

18. Each provision of this Agreement shall be binding independently of any and all provisions of this Agreement, once approved by the Court.

19. No waiver of any breach by either party of the terms and conditions of this Agreement shall be binding upon either of the parties unless reduced to writing and subscribed to by both of the parties.

20. This Agreement was duly executed and delivered in the State of South Carolina, and its terms and conditions shall be governed by and interpreted under the laws of the State of South Carolina.

21. Wife and Husband expressly agree that, at any time hereafter, each of them shall make, execute and deliver any and all further and other instruments or papers or things as may be reasonably required or desirable for the purpose of giving full effect to this Agreement (including but not limited to deeds, mortgages, mortgage satisfactions, bills of sale, titles, and other such documents).

22. Each party shall provide documentation of compliance with this Agreement, upon request.

23. The parties agree that the terms and conditions of this Agreement shall be non-modifiable by the parties or any court.

IN WITNESSES WHEREOF, the parties have set forth hands and seals to this Agreement the
date and year first above written.

[Signature]
Witness
James A. Long, Jr.
Witness

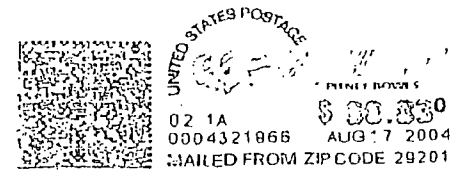
[Signature]
ALLEN S. GUIGNARD (SEAL)

[Signature]
Witness

[Signature], M.D.
LINDA J. CAMPBELL (SEAL)

[Signature]
Witness

McCutchen Blanton Johnson & Barnette, L L P
Attorneys at Law
1414 Lady Street
P.O. Drawer 11209
Columbia, South Carolina 29211-1209



Ashlin B. Potterfield, Esquire
Golden, Taylor, Potterfield & Barron
1712-1714 Main Street
Columbia, South Carolina 29201

RECEIVED AUG 18 2004

263
Linda Campbell
Original Client File 115

Instrument: 2004080983

Book/Page: R 960 : 2452

Date/Time: 07/27/2004 14:09:44:727

Document: 02

Book 00960-2452

Warranty Deed

1004080983 07/27/2004 14:09:44:727

Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00



2004080983 John G. Norris

Richland County RCO

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT

LINDA J. CAMPBELL ("Grantor")

in the State aforesaid for and in consideration of the sum of Five and No/100 (\$5.00) Dollars and other valuable consideration to me in hand paid at and before the sealing of these presents by

ALLEN S. GUIGNARD (Grantee")

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto Grantee, His Heirs and Assigns, the following described property to wit:

All My Right, Title and Interest In and To:

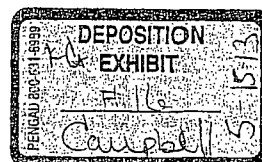
All that certain piece, parcel, lot or tract of land, together with any improvements thereon, situate, lying and being in the City of Columbia, Richland County, South Carolina, in a subdivision known as "Gregg Park", said lot being shown and designated as Lot 53, Block C, on a Lot Layout of Gregg Park prepared by B. P. Barber & Associates, Inc. dated November 11, 1987, last revised June 28, 1988, and on a Final Plat of Gregg Park Subdivision prepared by B. P. Barber & Associates, Inc., dated June 1988, said Lot Layout and Final Plat being recorded in the Register of Deeds Office for Richland County in Plat Book 52 at Pages 4774 through 4777, respectively, which Lot Layout and Final Plat are incorporated herein by reference; and further shown on plat prepared for Allen S. Guignard and Linda J. Campbell, by Larry W. Smith, S.C., P.L.S. No. 3724, dated July 6, 1999, and recorded in the Register of Deeds Office for Richland County in Record Book 330 at Page 2873.

This being the identical property conveyed to Allen S. Guignard and Linda J. Campbell by deed of Jo Anne M. Quatannens, Suzanne M. Shealy and William E. Sellars, Jr., Co-Personal Representatives of the Estate of Marjorie N. McCormick dated July 28, 1999, and recorded in the Register of Deeds Office for Richland County in Record Book 330 at Page 2858.

TMS No. 16705-3-53

GRANTEE'S ADDRESS: 25 Avian Trail, Columbia, SC 29206

THIS Deed was prepared in the Law Offices of Barnes, Alford, Stork and Johnson, 1613



TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee, His Heirs and Assigns.

AND, Grantor does hereby bind herself and Her Heirs and Assigns, to warrant and forever defend, all and singular the said premises, subject to those matters set forth above, unto the said Grantee, His Heirs and Assigns, against herself and Her Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this 23rd day of July in the year of our Lord Two Thousand and Four.

SIGNED, SEALED AND DELIVERED

Azuli B. Pallathia

Linda J. Campbell
LINDA J. CAMPBELL

Brenda K. Johnson

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

I, a Notary Public for South Carolina, do hereby certify that Linda J. Campbell personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23rd day of July, 2004.

Brenda K. Johnson
Notary Public for South Carolina
My Commission Expires: Sept. 24, 2006

Richland County Register of Deeds

John T. Hopkins II

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is 25 Avian Trail, Columbia, South Carolina, bearing Richland County Tax Map Number 16705-3-53 was transferred by Linda J. Campbell to Allen S. Gignard by deed dated July 23, 2004.

3. Check one of the following: The deed is

- (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) ☒ exempt from the deed recording fee because:

Exemption No. 4

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit).

4. Check one of the following if either item 3(a) or item 3(b) above has been checked:

- (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$
- (b) ☐ The fee is computed on the fair market value of the realty which is \$
- (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$

5. Check Yes ☐ or No ☐ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is: \$

6. The deed recording fee is computed as follows:

Instrument: 2004050983

Book/Page: R 960 : 2455

Date/Time: 07/27/2004 14:09:44:727

Document: 02

- (a) Place the amount listed in item 4 above here: \$
(b) Place the amount listed in item 5 above here: \$
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ 0.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars to imprisoned not more than one year, or both.

Linda J. Campbell
Linda J. Campbell

SWORN to before me this 23rd
day of July, 2004.

Brenda K. Jefferson
Notary Public for South Carolina
My Commission Expires: Sept. 21, 2006

Richland County Register of Deeds

John T. Hopkins II

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Thomas Freeman Bradberry,)
)
Plaintiff)
)
v.)
)
Linda June Campbell,)
)
Defendant.)
_____)

IN THE FAMILY COURT
IN THE FIFTH JUDICIAL CIRCUIT
CASE NO: 09-DR-40-5406

AFFIDAVIT OF LINDA CAMPBELL

PERSONALLY appeared before me, **Linda Campbell**, who after being duly sworn doth depose and say:

That I am the Defendant in the above captioned matter. I have had more than sufficient time to review the pleadings, and have had a full opportunity to consult with my counsel, Lewis C. Lanier. It is my desire not to attend the divorce hearing, however, I state unequivocally that there is no chance of reconciliation between me and my husband. I am further aware of all the assets and liabilities which could possibly be determined as marital property. I am in total agreement with the division of assets by each person being responsible for the debts in their individuals names. I certify that there is no joint debt and I am happy with the distribution of property of those properties that I have in my current possession and sole title. I believe that the agreement of this simple division, based upon the short duration of the marriage, is appropriate and fair and equitable to all concerned. I am also familiar with my husband's finances and desire specifically no form of spousal support and request that my husband receive no spousal support from me. I understand that if the Court approves this agreement that I could never go back and



ask the court to go back and modify the division of assets or the barring of alimony to both parties. I understand we will both be responsible for our individual attorney's fees.

Linda Anne Campbell

SWORN to before me this 22)
day of April, 2010)

Shawn Kiser)
Notary Public for South Carolina)
My Commission Expires 4-18-18)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Case No. 2012-CP-40-8310

LINDA CAMPBELL, M.D.,

Appellant,

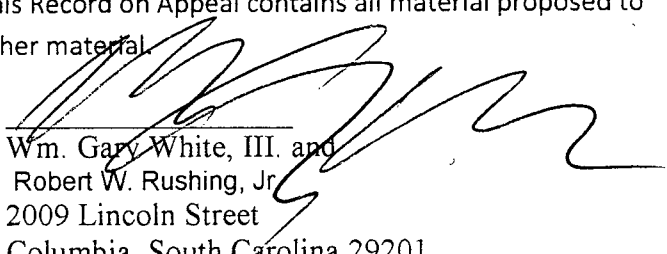
v.

ALLEN S. GUIGNARD AND
ASHLIN POTTERFIELD,

Respondent

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.


Wm. Gary White, III. and
Robert W. Rushing, Jr.
2009 Lincoln Street
Columbia, South Carolina 29201
(803) 767-3953
Attorneys for Appellant

August __, 2014

RECEIVED
AUG 22 2014
SC Court of Appeals

**CERTIFICATE OF SERVICE OF
AMENDED RECORD ON APPEAL**

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge.

Case No. 2012-CP-40-8310

LINDA CAMPBELL, M.D.,

Appellant,

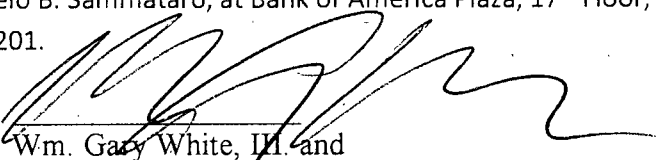
v.

ALLEN S. GUIGNARD AND
ASHLIN POTTERFIELD,

Respondent

**CERTIFICATE OF SERVICE OF
AMENDED RECORD ON APPEAL**

I certify that I have served the Notice of Appeal on Ashlin Potterfield by hand delivering three (3) copies of them to her attorney of record, Carmelo B. Sammataro, at Bank of America Plaza, 17th Floor, 1901 Main Street, Columbia, South Carolina 29201.


Wm. Gary White, III. and
Robert W. Rushing, Jr.
2009 Lincoln Street
Columbia, South Carolina 29201
(803) 767-3953
Attorneys for Appellant

August 22 2014

RECEIVED

AUG 22 2014

SC Court of Appeals