

The South Carolina Court of Appeals

In the Matter of the Estate of Thomas G. Moore:

Michael Dennis Moore, Appellant,

v.

Thomas Paul Moore, Francine Laura Lawhorn, Linda
Kaye Moore, and Phillip Frederick Moore, Respondents.

Appellate Case No. 2018-001144

The Honorable Jenny Abbot Kinships
Deputy Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

JUNE 21, 2021

RECEIVED

JUN 22 2021

SC Court of Appeals

Please file the original with the Court and file-stamp the copy for us and return same in the enclosed, prepaid, self-addressed envelope.

Thank you for your assistance in this matter.

Sincerely,

Heir - Phillip Fredrick Moore Sr.
Alternate Personal Representative

There may be a possibility that Phillip F. Moore will be Pro-SE.

I am Totally angry, upset and devastated with my attorney James Snell due to the fact that he had a conflict (Letter Enclosed) with the Possible Oral Argument Date set by the South Carolina Court of Appeals. I signed a Agreement (Contract) 3 years ago Oct. 29, 2018 with the Snell Law Firm for Legal Services and that's what I am Entitled to receive by the Contract, if I do not Mr. Snell will Breach the Contract. I am waiting on a response from Mr. Snell to contact the S.C. Court of Appeals and Cancel the Conflict and Accept ANY Date given by the S.C. Court of Appeals for a Possible Oral Argument. I am a Heir and the Alternate Personal Representative being involved since day one for 6 years. I will NEVER stand by and allow my attorney to Delay the Possibility to Close this Probate. If I am forced to attend Pro-SE, I will take ANY Possible Date set by the S.C. Court of Appeals.

Alternate Personal Representative
Phillip Frederick Moore Sr.



JUNE 21, 2021

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
CHIEF DEPUTY CLERK

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

June 09, 2021

Re: In the Matter of the Estate of: Thomas G. Moore
Appellate Case No. 2018-001144

Dear Counsel:

The above case appeared on an earlier preliminary list, but was not scheduled for argument. This case may or may not be considered during September 2021 or October 2021. If an argument is held, it may be held on September 13, 14, 15, 16, 22, or October 11, 12, 13, or 14. In the event your case is selected for oral argument, we ask you to advise the court of the specific nature of any conflict you may have on any of these dates by June 18, 2021.

Please send any conflicts you may have to Chief Deputy Clerk, V. Claire Allen to ctappfilings@sccourts.org.

Very truly yours,

Catherine J. Jamison, deputy

CLERK

TO: S. C. Appeals Judges, Ritchie Dierra, V. Claire Allen, Jenny Abbott Kitchings,
I am Phillip Frederick Moore, stated in the Will as Alternate Personal
Representative of my Father Thomas G. Moore. I understand this letter (above)
from the S. C. Court of Appeals. This case may or may not be considered
during September 2021 or Oct. 2021. If an argument is held, it may
be held Sept. 13, 14, 15, 16, 22, ~~or~~ Oct. 11, 12, 13, or 14. In the event your
case is selected for oral argument, we ask you to advise the Court of
the specific nature of ANY CONFLICT you may have on ANY of These Dates.

My Rights to receive Justice Having a Possibility to close this Probate Sept. 2021 or Oct. 2021 has been violated by my attorney James Snell's (Conflict) letter sent to the S.C. Court of Appeals June 10, 2021. I am angry, upset and devastated that it was my attorney that had a (Conflict) with the dates stated in the S.C. Court of Appeals letter. I called Mr. Snell's office Friday June 18, 2021 to ask what was the (Conflict) with the Possible Dates given by the S.C. Court of Appeals. The reply I received was he had to represent other cases. What about my case that's been Three years in the S.C. Court of Appeals. I put my faith and trust in the Snell Law Firm 10-29-18 when I signed the agreement (CONTRACT) and paid in full \$15,000.00 up-front Retainer Fee. As it stands today June 18, 2021 Mr. Snell has taken \$15,000.00 10-29-18 money I worked hard for and taken cases to represent other clients Three years after my case. As far as I'm concern, the fact is the (Conflict) letter in my opinion was Inappropriate Behavior as an officer of the Court representing me. I have always believed when taking a oath as a officer of the Court is to protect the Public (Client) and the Integrity of the Legal System. The (Conflict) letter is far from humorous and shows questionable Judgement. This Probate has affected me Emotionally and Mentally. I am 66 years old, Retired, Single, living alone with medical issues with ONLY a Total Income each month from Social Security. I have been involved in this Probate since day one Feb. 2014 as alternate Personal Representative. If Judge Scott would have granted the other 4 Heirs request to Remove Michael Dennis Moore as P.R. Feb. 2014 we would Not be in the S.C. Court of Appeals today. It is a Total Disgrace that one of the Heirs (Linda H. Moore) passed away without receiving her part of the Estate left by her parents. Will this Probate close and the remaining 4 Heirs receive their share of the Estate by the wishes of their Parents stated in the Will?

The fact is these dates stated by the S.C. Court of Appeals for a Probable Oral Argument is 4 to 5 Months AWAY. The fact is if Mr. Snell has a Hearing with another client on the day set for Oral Argument by the S.C. Court of Appeals, then I know for a fact he can Reschedule that Hearing. I have had that happen to me in Florence, S.C. I will NOT Accept the fact that Mr. Snell will keep this Probate Open by this (Conflict) letter. The fact is if Mr. Snell had (Conflict) on these dates set by the S.C. Court of Appeals, I have NO Faith and Trust in Mr. Snell to have a (Conflict) with dates set again in the future by the S.C. Court of Appeals. Due to the conduct and inappropriate actions submitting the (Conflict) letter representing his client (Phillip F. Moore) three years after receiving \$15,000.00 up front, I contend that Mr. Snell delaying the closer of this Probate acted with lack of Judgment and demonstrated an unfitness to practice law in Family Court which is a ground for sanctions under Rule 7(a)(5), Rule 413, R.L.D.

TO THE S.C. Appeals Judges: I do not understand why the attorneys are ASKED if they have a (Conflict) with the dates set for Hearings. My understanding for 60 years a Judge is a high official in our Court System and has the Authority to set Hearings without asking ATTORNEYS their opinions. After the Hearings are set by a Judge, the Attorney must OBEY the Judges decision or give a good reason why he cannot attend these Hearings. Mr. Snell's reason representing other clients on these dates should be UN-ACCEPTABLE.

The Pain and Suffering to the Remaining Four Heirs Emotionally and mentally will NOT change due to Mr. Snell's (Conflict) letter. I signed a Legal Contract with Mr. Snell ONLY to take every opportunity to Close The Probate and NOT do anything to Delay the Closer. That's Exactly what he did with this Conflict Letter.

If Mr. Snell CANNOT and will NOT represent me when there is a possibility to have a Oroal argument on a date set by the S.C. Court of Appeals that could CLOSE THIS PROBATE then he should return the \$15,000.00 retainer fee and I will represent myself (Pro-SE). I will go any day the S.C. Court of Appeals sets, I know the truth about every issue in this Probate, including the testimony in the Transcript of every Hearing we had in Florence, SC. Enclosed is the (Contract) I signed dated Oct. 29, 2018 and the same day Mr. Snell received \$15,000.00 retainer fee up-front, money I saved for Retirement. The ONLY Reason I retained Mr. Snell was to get Full Representation TO CLOSE THIS PROBATE. Now, three years later he has intentionally delayed the loser of this Probate by submitting a (Conflict) letter. In my opinion Mr. Snell has Breached his contract denying me Full Representation to CLOSE THIS PROBATE.

Enclosed - The Agreement (CONTRACT) plainly states: In the event that the legal services ARE NOT PROVIDED the client may be Entitled to a Refund. As far as I'm concerned and my opinion the (Contract) was Breached when I was Denied Legal Services to be Represented at these Possible dates set by the South Carolina Court of Appeals.

Lastly - I put my Faith and Trust in the Snell Law Firm to Close This Probate when I signed the Agreement (Contract) 3 years ago. Now, that you have Harmed me in this Probate with the (Conflict) letter and Deliberately Destroyed the Possibility to Close this Probate. as a Officer of the Court I would ask as your Client to take these Steps on the Next Page
IN ORDER STEP BY STEP.

Due to the Mis-Representation, Conduct, and Inappropriate Behaviour by Mr. Snell 3 years into this Probate submitting a (Conflict) letter Delaying the Possibility of the Closer in this Probate has Severely Affected me Emotionally and Mentally. I will ASK Mr. Snell to take these Steps Below in Order.

TAKE THESE STEPS IN ORDER STEP by STEP.

- 1st - Contact the South Carolina Court of Appeals to CANCEL the (Conflict) letter and take any Pole if there's a ORAL Argument.
- 2nd - If you are NOT going to do NOTHING then Return the \$15,000.00 stated in the Agreement (Contract) failing to give your client Legal Services.
- 3rd - Lastly - Be a Honest Attorney and Give BACK the \$15,000.00 Before you make a Motion to be relieved so I can proceed to be Pro-De and ATTEWD ANY POSSIBLE ORAL ARGUMENT set to Close this Probate. Return my money 1st. I have Lost my Trust in you Due to the (Conflict) letter.

Before submitting all these Documents to the OFFICE Below I will wait on answers from Mr. Snell. I look on the Computer Every Day S.C Courts. ORb reading Events and Correspondences concerning this Probate. In the Past I have already submitted documents to the OFFICE Below on 2 Attorneys in Florence, S.C. I hope and pray I will not contact this OFFICE a 3rd Time or understand this OFFICE Below ONLY deals with the Attorney a Officer of the Court.



Time I received a Reply on the other 2 Attorneys in Florence, S.C. that I will Keep Confidential.

The Supreme Court of South Carolina
OFFICE OF DISCIPLINARY COUNSEL

John S. Nichols
Disciplinary Counsel

Joseph P. Turner Jr.
Senior Assistant Disciplinary Counsel



Post Office Box 12159
Columbia, South Carolina 29211

Telephone: (803) 734-2038
Fax: (803) 734-1984

Mr. Snell did in fact entice me to sign this Agreement (Contract) Oct. 29, 2018. He made a promise and a guarantee that I would receive Full Legal Services by his Law Firm. Now, Today June 21, 2021 he is paying me Legal Services



LAW OFFICE OF

JAMES R. SNELL, JR.

LLC

The undersigned hereby retains the Law Office of James R. Snell, Jr., LLC, for the following service:

Representation before the South Carolina Court of Appeals in the Estate of Thomas G. Moore

The Attorney's fee shall be a minimum flat-fee of \$15,000. This amount is earned upon receipt. It includes all services before the Court of Appeals. In addition, the client is responsible for any costs which will include costs of printing and binding the brief, and record on appeal, and any filing fees to the Court of Appeals.

This agreement does not provide for services upon remand back to the Probate Court. In the event of a remand the client will be responsible for retaining another attorney (or representing himself pro se) to assist in that court and shall consent to the attorney's withdrawal from the matter.

In addition this agreement does not provide for services in the event any side appeals to the South Carolina Supreme Court. In the event of a further appeal to the Supreme Court the client shall be responsible for payment of an agreed-upon amount of additional attorney's fees or shall consent to the attorney's withdrawal from the matter (or hiring another attorney or representing himself pro se).

Client acknowledges that appeals can take two years, or more, to be decided. Further that his case may involve novel and/or unusual applications of law or legal principals, and as such it is impossible to forecast or estimate the ultimate conclusion. There are no promises or guarantees made concerning the ultimate outcome of this case. The clients agree to keep the attorney informed of their mailing address and contact telephone number - these are the primary methods by which attorney communicates with client. Services may be provided by any attorney employed with or associated by the Law Office of James R. Snell, Jr., LLC. The fee being paid herein is not being held in a trust account. The client has a right to terminate the lawyer-client relationship and discharge the lawyer. In the event that the legal services are not provided the client may be entitled to a refund. Any other services or matters the Clients want to hire the attorney for will also require a new representation and fee agreement and payment of any required fees.

Phillip F. Moore Jr.
Phillip F. Moore, Jr. SR.

Date: October 29, 2018

Mr. Snell has done Nothing in this Probate representing Phillip F. Moore except submitting a Final Brief. Please Read The Letter Below Now, he has sent a (Conflict) letter Delaying Closer to this Probate. I will ask Mr. Snell to CANCEL the (Conflict) letter sent to the South Carolina Court of Appeals and accept the Possible OPAL Argued Dates set or Return the \$15,000.00 Retainer Fee - See Agreement Contract Denying me Legal Services.



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1830
FAX: (803) 734-1839
www.sccourts.org

May 22, 2019

Mr. James Ross Snell, Jr., Esquire
123 Harmon Street
Lexington SC 29072

Ms. Vicki D Koutsogiannis, Esquire
123 Harmon Street
Lexington SC 29072

Re: In the Matter of the Estate of: Thomas G. Moore
Appellate Case No. 2018-001144

Dear Counsel:

We received your motion for extension of time to serve and file the respondent's final brief as well as the respondent's final brief of Phillip Frederick Moore. As per this Court's order dated April 10, 2019, the respondent's initial brief of Phillip Frederick Moore was stricken by this Court and will not be considered on the docket. Therefore, this Court declines to accept the respondent's final brief of Phillip Frederick Moore. Please contact this Court within ten (10) days from the date of this letter if you wish to make arrangements to retrieve the original and bound copies of the respondent's final brief of Phillip Frederick Moore. This Court will dispose of the original and bound copies of the respondent's final brief of Phillip Frederick Moore if no arrangements are made within ten (10) days from the date of this letter.

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