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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LAURENS COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Appellate Case No. 2020-001472

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, ... Appellants/Respondents,

v.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, ... Respondents/Appellants.

RECORD ON APPEAL VOLUME I

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STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,

Plaintiffs,

vs.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,

Defendants, of whom

Hardik Patel is,

Third-Party Plaintiff,

vs.

SHRIJI HARI LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT
CASE NO.: 2019- CP-30-0140

ENTRY OF DEFAULT ON COUNTERCLAIMS

Defendants Hardik R. Patel, Anal H. Patel and AAHARVID, LLC move for entry of a default judgment against Plaintiffs on counterclaims contained in the First Amended Answer, Affirmative Defenses and Counterclaims filed and served on April 22, 2019. No responsive pleadings were filed, and an Affidavit of Default was submitted with a Motion for Entry of Default and a proposed Order of Judgment on May 24, 2019.

Therefore, IT IS ORDERED that Plaintiffs are in default on the counterclaims asserted by the named defendants. Because damages are not liquidated, a hearing will be scheduled to address

damages. Plaintiffs shall be permitted to offer evidence regarding damages as permitted by law.

IT IS SO ORDERED.

_____

Honorable Eugene C. Griffith, Jr.
Chief Administrative Judge

May ___, 2019

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Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardi R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Entry of Default

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED - 2019 Jun 14 2:56 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate Of Rameshchandra Prabhudas Patel, Plaintiffs, VS. Hardik R. Patel, Anal H. Patel, and AAHARVID, LLC Defendants, of whom. Hardik Patel is, Third Party Plaintiff, vs. SHRIJI HARI, LLC, Third Party Defendant.	IN THE COURT OF COMMON PLEAS 2019-CP-30-00140 **CONSENT ORDER SUBSTITUTING COUNSEL**

It appears to the Court that the Plaintiffs are currently represented by Hugo A. "Hap" Pearce, Esq., however, the Plaintiffs have retained S. Jahue Moore, Esq. to further represent their interest in this matter.

NOW, THEREFORE, upon Motion of S. Jahue Moore;

IT IS HEREBY ORDERED that Hugo A. "Hap" Pearce be relieved as counsel for the Plaintiffs and that S. Jahue Moore be substituted as counsel for the Plaintiffs.

AND IT IS SO ORDERED.

Circuit Court Judge

June ____, 2019

I SO MOVE AND CONSENT:

S. Jahue Moore

I CONSENT:

Hugo A. "Hap" Pearce

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Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardi R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Consent Order

Circuit Court Judge

s/Donald B. Hocker, Judge Code 2167

STATE OF SOUTH CAROLINA COUNTY OF LAURENS IN THE MATTER OF: Rameshchandra Prabhudas Patel Hardik Patel, Petitioner, vs. Vidhyaben R. Patel and Darshak R. Patel, Respondents.	IN THE PROBATE COURT Case No.: 2018-ES-30-00084 ~~Proposed~~ **EMERGENCY ORDER TO ESCROW FUNDS**

Petitioner Hardik Patel seeks an order of this Court requiring escrow of funds due to the Estate of Ramesh Patel from the sale of real property owned by an LLC in which the deceased Ramesh Patel owned an interest.

The motion is granted and attorney Benjamin D. Moore of Wukela Law Firm in Florence, by his consent, shall hold any funds due to the Estate of Ramesh Patel from the sale until further order of this Court. This matter shall be set for an expedited hearing upon the request of any party.

~~Probate Judge~~/Associate Probate Judge
~~Kaye Fraidy~~/Brian C. Able

Laurens County Probate Court

November 25, 2019

ROA 000007

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STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,

Plaintiffs,

vs.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,

Defendants,

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT
CASE NO.: 2019- CP-30-0140

ORDER GRANTING MOTION TO COMPEL

The Defendants Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, filed a motion to compel answers to interrogatories and requests to produce that were served on Plaintiffs in April, 2019. The motion is granted as set forth below.

Plaintiffs submitted responses to the discovery requests after expiration of the deadline, but within several weeks after the responses were due. On Requests to Produce Nos. 5, 6, 8, 20 22, 23 and 14, Plaintiffs said, essentially, they were looking for responsive documents, and would produce them if any could be located. Defendants asserted that Plaintiff should be required to produce relevant documents in discovery, since more than six (6) months had passed and nothing else had been produced, or be barred from introducing any exhibits other than the documents already produced at the trial of the case.

Plaintiffs' counsel advised the Court that the Plaintiffs had no additional documents and would not attempt to introduce any documents at trial other than those which had already been produced.

Non-jury trial was set to occur before the undersigned on February 6 and 7, 2020.

IT IS SO ORDERED.

_____

Eugene C. Griffith Jr.
Circuit Court Judge

January __, 2020

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Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardi R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Compel

It is so ordered

Eugene C. Griffith, Jr. 2154

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STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **ORDER** **(Non-jury trial held February 6-7 and June 16-17, 2020)**

This case was tried non-jury on the dates set forth above. After hearing a significant volume of testimony and reviewing numerous exhibits from all parties, the Court issues this order disposing of the issues in full. It is organized into sections for organizational and ease of reference purposes.

SECTION I - PARTIES

1. Plaintiff, Vidhyaben R. Patel (hereafter "Vidhya"), is the widow of Rameshchandra Prabhudas Patel (hereafter "Ramesh") who died unexpectedly at age 63 on June 29, 2017. (Petition for Appointment, Laurens County Probate Court dated January 15, 2018, Case No. 2018-ES-30-00084).

2. Plaintiff Darshak Kumar Patel (hereafter "Darshak") is the younger son of Vidhya and Ramesh. *Id.* Vidhya and Darshak are referred to herein collectively as "Plaintiffs."

3. Plaintiffs Vidhya and Darshak have sued in two capacities: individually and in their capacities as co-personal representatives of the Estate of Ramesh.

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4. Defendant Hardik R. Patel (hereafter "Hardik") is the oldest son of Vidhya and Ramesh and is married to Defendant Anal H. Patel (hereafter "Anna"). Hardik owns a house in Clinton that is the subject of the Plaintiff's claim.

5. Anna is the owner of record of AAHARVID, LLC, which owns real estate and operated a convenience store in Clinton, SC.[1] Title is recorded at Book D1070, Page 120-123, Laurens County ROD. Hardik, Anna and AAHARVID, LLC are referred to collectively herein as "Defendants."

SECTION II – CLAIMS AND COUNTERCLAIMS

Complaint

The complaint by Plaintiffs seeks a finding that one-half of certain assets owned by Defendants Hardik and Anna are owned by the Estate of Ramesh and equitable relief imposing a trust over certain assets. Per Paragraph 9 of the Complaint[2], the property sought is:

(a) A one-half interest in the residence located at 18397 Highway 72 E, Clinton

(b) A one-half interest in the real estate located at 19278 Highway 72 E, Clinton and all "inventory, personal property, bank accounts, and other assets of the business…"

(c) A one-half interest in of AAHARVID, LLC and all assets of the company.

[1] The convenience store has operated under a new name since January 1, 2019. Defendants sought legal counsel from attorney Thomas Jeter after the October – December, 2018 events which led to the estrangement of the parties.

[2] Numerous paragraphs in the complaint (39, 42, 45, 48, 51, 58) seem to seek the entire interest in the identified assets, but Paragraph 9 of the complaint is clear that only one-half of assets in issue are the subject of the claims by Vidhya and Darshak. In addition, the prayer confirms the assets over which a trust is prayed for is only a one-half interest in each asset. Paragraph 1 does not specify whether the complaint seeks one-half or the entire interest in the house; Paragraphs 2, 3, 4, 5, 6, refer "for the benefit of the Plaintiffs" which has to be only one-half interest, because Darshak has no individual claims against the Defendants and he could only be seeking relief in his capacity as co-personal representative of the estate of Ramesh.

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Counterclaim and Entry of Default

Defendants' Answer asserted counterclaims for declaratory relief regarding ownership of both the house and the convenience store, conversion, and breach of fiduciary duty. Plaintiffs did not timely file a reply, and an Affidavit of Default was submitted with a Motion for Entry of Default and a proposed Order of Judgment on May 24, 2019. An order of default was entered against Plaintiffs dated May 28, 2019. No subsequent motion to set aside that default has been filed and trial counsel for Plaintiffs admitted at the resumed trial in June that he was unaware of the default.[3]

Prior to presentation of Defendant's case,[4] defense counsel argued that the entry of default admitted the factual allegations set forth in the counterclaims, making it unnecessary to present testimony in defense of Plaintiffs' claims. The Court took the motion under advisement to address in the final order, and Defendants' case was presented subject to a reservation of rights. The default is addressed below.

Plaintiffs' Case

At the conclusion of the Plaintiffs' case, I dismissed the Plaintiffs' first cause of action for express trust and the sixth cause of action for breach of fiduciary duty. The seventh cause of action, for unjust enrichment, was determined to be a remedial mechanism for the remaining trust claims and not an independent claim. Plaintiffs' counsel withdrew the eighth cause of action for

[3] Plaintiff's counsel argued generally at the resumed trial in June that default should be set aside but offered no explanation for why the default had occurred, nor any assertion of the existence of any good cause to set it aside. See Rule 55(b). Additionally, no motion to set aside the entry of default has been filed since trial concluded.

[4] Prior to the conclusion of Plaintiffs' case, two defense witnesses were taken out of order to accommodate their schedules, but the Defendants reserved all rights regarding motions made at the conclusion of Plaintiffs' case notwithstanding the presentation of evidence out of order.

fraud. The case proceeded to trial only on the claims for constructive and resulting trusts as to the house and the convenience store.

The following findings of fact are based on a detailed review of the exhibits, my deliberate and careful review of the testimony as well as the credibility of the witnesses and the weight of the testimony. I carefully observed each witness, and I noticed such things as their tone of voice, gesture, hesitation or readiness to answer questions, their sincerity and mannerisms, as well as their biases and alliances, all of which assisted in my evaluation of the credibility of each witness.

The claims for constructive trust and resulting trust require the Plaintiff to establish the facts by clear and convincing evidence. "It is well settled in this state that the facts from which the court would infer a resulting trust may be established by parol testimony, but it is also settled that such testimony, to warrant such inference, must be clear and convincing." *All v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741 (1942). To establish a "resulting trust against one holding the legal title, the evidence must be clear and convincing." *Id.* Similarly, proof required to establish a constructive trust must be "clear, satisfactory, convincing, full, free, received with great caution, definite, unequivocal, precise, decisive, indubitable, overwhelming, strong, unmistakable, capable of but one conclusion, a greater weight than a mere preponderance." *Id.* at 751.

As part of the findings of fact, the Court has recognized the rule that the failure to produce evidence that is available to a party or is within a party's custody or control will support an inference that the evidence, if produced or presented at the trial, would be negative to the position advanced by that party. *Stokes v. Spartanburg Regional Medical Center*, 368 S.C. 515, 629 S.E.2d 675 (Ct. App. 2006), (citing *Baker v. Weaver*, 279 S.C. 479, 309 S.E.2d 770 (Ct. App. 1983)). The fact finder is permitted to determine whether the failure to produce relevant documents warrants the application of the inference. The inference cannot be used as evidence of a fact "otherwise

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unproved. The inference has the effect only of authorizing [the factfinder] to give greater weight to the evidence of the adverse party, or to give less weight to the evidence of the party who has failed to present the evidence." *Id.*, *citing Collins v. Merrimack Mutual Fire Insurance Co.*, 210 S.C. 207, 42 S.E.2d 67 (1947).

SECTION III – FINDINGS OF FACT

Applying the relevant standard for review of the evidence and credibility of witnesses and considering the burden of proof as clear and convincing, the Court makes the following findings of fact:[5]

6. Ramesh Patel died unexpectedly in June, 2017. (Feb. Tr. p. 37, lines 11-12).

7. He was survived by his widow Vidhya, and two adult sons, Hardik and Darshak.

8. Anna and Hardik were married in the United States in 2005 and traveled to India for a traditional Indian ceremony in 2008. The cost of the wedding in India was paid, at least in part, by Ramesh and Vidhya.

9. A home in Clinton was purchased in 2009 and titled in Hardik's name. Plaintiffs assert that a constructive and/or resulting trust should be established over the home, in whole or in part.

10. A convenience store in Clinton was leased in 2007 and then purchased in 2012 by a limited liability corporation owned exclusively by Anna. Plaintiffs assert that a constructive and/or resulting trust should be established over the convenience store, in whole or in part.

[5] Findings of fact necessarily include some application of the law to the facts to determine what facts have been established under the applicable burden of proof. To the extent the findings of fact set forth here include the application of law to fact, these findings should be considered findings of law and of fact.

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2007 Lease of the Store

11. In 2007, Anna and Hardik filed appropriate documentation with the South Carolina Secretary of State to create AAHARVID, LLC. (June Tr. p. 308, lines 22-24). They personally visited the Secretary of State's office in Columbia to file the articles of incorporation, listing Anna as the sole incorporator. (June Tr. p. 308, line 25-p. 309, line 17; Defendant's Exhibit 10). Neither Ramesh nor Vidhya were involved in establishing the LLC.

12. Anna testified the LLC was named as a combination of Anna's (AA), Hardik's (HAR), and Vidhya's (VID) names. (Feb. Tr. p. 43, lines 6-24; p. 44, lines 8-9). Vidhya had a different explanation for how the LLC name was derived. (Feb. Tr. p. 126, lines 4-12).

13. In 2007, AAHARVID LLC entered into a lease for a convenience store located in Clinton that was owned by P & P Investment. (Feb. Tr. p. 44, lines 10- 14; Defendant's Exhibit 12). Anna signed the lease on behalf of AAHARVID, LLC. (Defendant's Exhibit 12). She also signed the promissory note dated August 3, 2007 which amortized the monthly payments for the lease payment. (Defendant's Exhibit 13).

14. P & P Investments is a company owned by Prakash Patel and Pallev Desai. (Feb. Tr. p. 44, lines 13-16).

15. Prakash Patel introduced the concept of leasing and purchasing the convenience store to Hardik. (June Tr. p. 155, lines 11-20; p. 165, line 7 – p. 166, line 4; p. 167, lines 9 – p. 169, lines 21). Both Hardik and Anna visited the store before AAHARVID, LLC leased the store. (June Tr. p. 306, lines 4-19).

16. One of the principals of P & P Investments, Pallav Desai, negotiated the terms of lease of the convenience store with Ramesh. (Feb. Tr. p. 83, lines 7-9 and 16-17; p. 84, lines 18-20; p.

84, line 22 – p. 87, line 23; p. 88, lines 18 – p. 89, line 4). Mr. Desai said he sold the Newberry hotel to Ramesh and Vidhya Patel, Prakash Patel and Praful Patel in 2006. (Feb. Tr. p. 80, lines 2-25).

17. Mr. Desai personally got no money from the lease but believed his partner Prakash Patel received a note in some amount of money for "good will and inventory." (Feb. Tr. p. 86, lines 6-25). Mr. Desai believed the note was to be paid by Ramesh. (Feb. Tr. p. 87, line 17 – p. 88, line 1). Mr. Desai was uncertain of the amount of the note or the financial arrangements his partner Prakash Patel made for payment of the note. (Feb. Tr. p. 86, lines 12-14).

18. The other member of P & P Enterprises, Prakash Patel, who would have had first-hand knowledge of payment arrangements with Ramesh, did not testify at trial. Hardik and Anna dealt with Prakash directly and provided the details of the financial arrangements between them. (June Tr. p. 166, line 23 – p.167, line 12; p. 306, lines 9 – p. 307, line 10; p. 311, line 7 – p. 312, line 1).

19. Anna used personal funds to pay for the appraisal from which the lease amount was determined. (Defendant's Exhibit 11). Anna, as the principal of AAHARVID LLC, paid the lease payments monthly from the earnings of the convenience store. (June Tr. p. 317, lines 14-19). The lease payments were paid consistent with the terms of the lease. (June Tr. p. 210, line 22 – p. 211, line 5).

20. Mr. Desai said his company signed the lease with AAHARVID, LLC rather than Ramesh "[b]ecause of our safety." (Feb. Tr. p. 95, lines 2-6). Mr. Desai preferred to lease to a green card holder who is a "legal member of the United States instead of [leasing to] other people." (Feb. Tr. p. 96, lines 5-8). Mr. Desai claimed he did not meet Anna until 2012.

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21. Anna confirmed the lease price set forth in the promissory note of $124,113.69 took into account the existing goodwill of the store established from prior operation of the store, as well as inventory. (Feb. Tr. p. 46, lines 18 – p. 47, line 3; p. 86, lines 22-25; June Tr. p. 312, line 15-p. 313, line 4; *See also* Defendant's Exhibit 12, providing for monthly rental payments and Defendant's Exhibit 13, promissory note for $124,113.69). Anna paid the lease payments evidenced in the promissory note from the proceeds of the store operations. (Feb. Tr. p. 47, lines 13-18; June Tr. p. 170, lines 18 - 25).

22. Anna was and is the sole owner of AAHARVID, LLC. Her K-1 for 2007, the year the company was created, reflects her ownership interest in AAHARVID, LLC as 100%. (Defendant's Exhibit 2, p. 2[6]). Anna's name is the only name on the articles of incorporation for AAHARVID, LLC. (Defendant's Exhibit 10).

23. The alcohol sales license for the store was obtained by Anna. She also arranged for the convenience store to become a retail outlet with the South Carolina Lottery Commission. (Feb. Tr. p. 179, line 8 – p. 180, line 9; June Tr. p. 310, line 3 – p. 311, line 3).

24. After the store was leased, Vidya worked at the store as an employee. Anna and Hardik also worked on weekends and when their schedules would permit. (June Tr. p. 57, line 2 – p. 58, line 20; Defendant's Exhibit 20).

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[6] Plaintiffs introduced selected pages from Anna's 2007 tax return in their case (Plaintiff's Exhibit 1), but as pointed out at the time, the exhibit was not complete. (Tr. p. 77, lines 19-25). Specifically, Plaintiffs omitted the K-1 which proved Anna's 100% ownership of AAHARVID LLC, which Defendants introduced as their Exhibit 2. Plaintiff's counsel also stated that the selected pages from Anna's 2007 tax return had been "provided through discovery." Tr. p. 76, lines 16-17. As noted, however, Plaintiffs produced very few documents in discovery and specifically did not produce any tax returns, including the partial copy of Anna's 2007 tax returns. (Motion to Compel dated 7.11.2019 #11). There was no explanation for how Plaintiffs managed to have Anna's personal tax return.

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25. Ramesh did not work at the store initially, as he was then working at a hotel in Newberry owned by a corporation named Shree Shree Hari Inc. According to Praful Patel[7], at one time Ramesh had a 40% ownership interest in the Newberry hotel, but in 2006 or 2007 he transferred his interest in the hotel to Anna. (Feb. Tr. p. 206, line 21 – p. 207, line 10). Anna transferred half of her 40% interest to Hardik. (June Tr. p. 174, lines 3-15; Exhibit No. 32).

26. In 2013, Hardik and Anna surrendered their combined 40% ownership interest in Shree Shree Hari Inc. to Prakash Patel to satisfy "differences of accounting and amounts established" by a 2012 agreement between Prakash and Ramesh. (Defendant's Exhibit 32). The 2013 agreement, to which Hardik, Anna, Ramesh and Prakash were signatories, also served as a written satisfaction of Anna's promissory note to P&P Enterprises that was executed on August 3, 2007. *Id.*

27. The Newberry hotel transaction, whereby Ramesh owned a percentage of a corporate entity, predates the lease of the convenience store. This transaction demonstrates the ability and willingness of Ramesh to own property interests in his personal name, contrary to the position now advanced by Vidhya and Darshak, *i.e.,* that neither the store nor the house could be put in Ramesh's name because of Ramesh's immigration status at the time of acquisition of the store and house.

28. The surrender by Hardik and Anna of their interest in Shree Shree Hari Inc. occurred in 2013, a full year after the purchase of the store, six years after the initial lease of the store and two years after the lease note was paid in full.

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[7] Praful Patel did not identify his business or interest in the matter, he simply said he knew the family.

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29. There is insufficient evidence to conclude that Ramesh received any funds from the sale of the Newberry hotel or that his interest in the Newberry hotel was somehow converted to a legal or equitable ownership in the convenience store.

2012 Purchase of the Store

30. Prior to Hardik and Anna surrendering their interest in Shree Shree Hari Inc. to Prakash Patel, AAHARVID, LLC purchased the convenience store in Clinton from P & P Investments for $475,000.00 in 2012. (Feb. Tr p. 50, lines 24-25).

31. In 2012, Ramesh negotiated the price for AAHARVID LLC for the purchase of the convenience store.[8]

32. Anna took out a loan in 2012 from BB&T in the name of AAHARVID, LLC to purchase the store from P&P Enterprises. (Defendant's Exhibit No. 22). AAHARVID, LLC borrowed $385,000.00 from BB&T to purchase the convenience store. (Feb. Tr. p. 52, line 3). Both Anna and Hardik personally guaranteed the loan. (Defendant's Exhibits No. 23 and 24). *See also* Defendant's Exhibit 32, confirming the loan to AAHARVID, LLC for purchase of "BP station" in Clinton signed by Anna.

33. Because she trusted Ramesh and she was living out of state at time of the 2012 purchase of the convenience store, Anna executed a limited power of attorney to enable Ramesh to sign the BB&T loan documents for AAHARVID LLC. (Feb. Tr. p. 49, line 20 – p. 50, line 17; Defendant's Ex. 26, 27, and 28). Ramesh used the limited power of attorney to sign the

[8] The sale of the store was a two-part sale, with the portion from 2007-2012 being a lease, with an outright purchase in 2012. (June Tr. p. 171, line 22- p. 172, line 7.).

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promissory note to BB&T for the loan taken out by AAHARVID, LLC. (Defendant's Exhibit 52).

34. The limited power of attorney reflects that Ramesh was acting on Anna's behalf (as principal of AAHARVID, LLC) when he signed the promissory note. *Id.*

35. The store and real estate were titled to AAHARVID LLC, which is owned by Anna, in 2012. (Defendant's Exhibit 2 and Exhibit 28).

36. At approximately the same time, Ramesh and Prakash Patel executed an agreement under the terms of which Ramesh would manage the Newberry hotel. (Defendant's Exhibit 29).

37. When this lawsuit was filed in 2019, AAHARVID, LLC still owed approximately $250,000.00 on the balance of the mortgage to BB&T for the purchase of the store. (Defendant's Exhibit 42).

38. Mr. Desai said that the down payment for the convenience store purchase in 2012 was paid by Ramesh. (Feb. Tr. p. 101 lines 14-18). However, a 2012 letter from Mr. Desai "to whom it may concern" said that the sale of the store was to AAHARVID LLC and $90,950 had been "accepted toward the purchase price" while not specifying who paid the referenced funds. (Defendant's Exhibit 21).

39. The HUD settlement statement executed at the time of the sale in 2012 reflects "deposit or earnest money" in the amount of $90,950. It does not indicate the payor as either the LLC purchaser or otherwise. The down payment facilitated the BB&T loan to AAHARVID, LLC of $385,000.00, which was guaranteed by Anna and Hardik, personally. (Defendant's Exhibit 26).

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40. Mr. Desai, co-owner of P&P Enterprises, assisted in obtaining the financing from BB&T for the sale. (Feb. Tr. p. 96, lines 10-19). The bank would not give a loan to Ramesh. (Feb. Tr. p. 98, lines 5-24; p. 100, line 9-11; p. 101, lines 4-9). Mr. Desai claims an intention to "skirt the U.S. Immigration laws" because he wanted the store to be sold to Ramesh, but he had to use Anna as a "straw person" because a transfer to Ramesh would not have been legal. (Feb. Tr. p. 103, lines 17-22).

41. Vidhya said she and Ramesh did not have the proper immigration status in 2007 at the time the store was leased or in 2012 so they could not own the store in their own name, so the store was put in Anna's name. (Feb. Tr. p. 173, lines 17 – p. 175, line 4, lines 23-25; p. 175, lines 13 – p. 176, line 4). However, Vidhya acknowledged that Ramesh had owned interests in other businesses in his own name both before and after the store was leased and purchased, most particularly the Newberry hotel. (Feb. Tr. p. 180, line 10 – p. 181, line 14). Specifically, Mr. Desai said that the Newberry hotel interest was sold to Ramesh in 2006. (Feb. Tr. p. 80, lines 17-25).

42. There is no credible evidence that Ramesh invested any sale proceeds from the Newberry hotel or from any other source into the convenience store, either while it was leased or when purchased by AAHARVID LLC.

43. To the extent it is relevant, it appears that any interest Ramesh may have had in the Newberry hotel was forfeited in 2013 based on an agreement between Prakash Patel and Ramesh. (Feb. Tr. p. 212, lines 8 – 25; Defendant's Exhibits No. 29 and 32).

44. There was conflicting testimony and evidence that the store was leased or purchased in a manner that it would be "owned" by Ramesh or Vidhya but not titled in either of their names.

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45. The records and evidence establish by clear and convincing evidence that Anna and Hardik used the income generated from the store to pay the lease obligation of AAHARVID, LLC from 2007, and to pay the note/mortgage obligation on the store of AAHARVID, LLC (as personally guaranteed by Anna and Hardik) that was taken out in 2012 to purchase the store and real estate.

46. Darshak testified that neither Hardik nor Anna had anything to do with the store in Clinton until after Ramesh died. (Feb. Tr. p. 237, lies 22-25). No other witness, even Vidhya, supported this version of events. Darshak's dislike of Hardik was apparent and his credibility suffered as a result of his obvious animus toward Hardik. (Feb. Tr. p. 240, lines 22-23).

47. Vidhya and Ramesh obtained their green cards in 2013. (Feb. Tr. p. 114, line 18 – p. 115, line 5; p. 136, lines 15-17; p. 190, lines 7 – 15).

48. Both Ramesh and Vidhya were employees of the store and were paid salaries by AAHARVID, LLC when they worked. Vidhya denied receiving a salary for working at the store, but she identified her W-2s from AAHARVID, LLC. (Feb. Tr. p. 163, line 5 – p. 167, line 3). She conceded she had no personal knowledge of the family finances and testified that Ramesh handled all the family finances and taxes. (Feb. Tr. p. 162, line 24 – p. 163, line 4; p. 167, line 9).

49. While working as an employee of the convenience store, Vidhya filed for and received workers' compensation benefits for an on-the-job injury. After her employment was terminated, she filed for and collected unemployment benefits. (Feb. Tr. p. 168, lines 7 – p. 170, line 4; Defendant's Exhibit 32 (unemployment); Defendant's Exhibit 30 (worker's compensation claim)). The worker's compensation policy provided coverage for employees of the store did not provide coverage for owners. (June Tr. p. 332, line 20 – p. 333, line 2).

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50. In 2016, Vidhya also represented to immigration officials that she was an employee of the convenience store. (Feb. Tr. p. 170, line 16 – p. 172, lines 1-15; Defendant's Exhibit 2). Vidhya did not recognize the documents or recall the interaction with immigration officials but she confirmed her signature on the document. *Id.*

51. Vidhya testified that she and Ramesh paid for repairs that were made to the convenience store, although the testimony is not clear as to whether this was while the store was leased or after 2012 purchase. (Feb. Tr. p. 131, line 19 – p. 133, line 4; p. 134, lines 11-12). Vidhya produced no documentation of any kind evidencing payments allegedly made by herself and Ramesh in connection with the convenience store during either period.

52. Vidhya's testimony that she and Ramesh had paid for virtually everything related to the home and convenience store was not supported by personal knowledge or documentation, or even recollection of matters she was shown to have signed. She acknowledged that Ramesh had handled all of the finances and taxes for her. (Feb. Tr. p. 162, line 21 – p. 163, line 4; p. 167, line 9). She lacked any meaningful knowledge of Ramesh's, the family's, or the store's financial affairs.

53. The testimony of all witnesses regarding income and expenses, when considered together, seems to be consistent in that all expenses for store and home were paid with monies and revenue from the store accounts.

54. Vidhya's lack of documentation was attributed in part to a period after the death of Ramesh in 2017. Vidhya expected Hardik, as the oldest son, to travel with her to India to dispose of Ramesh's ashes in 2018. However, Hardik's work would not permit him to take the time off, so Darshak traveled to India with his mother for that purpose. (Feb. Tr. p. 152, lines 16-25; p. 153, lines 12-17).

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55. Vidhya and Darshak claim some set of non-specified documents disappeared from the Clinton home and the convenience store during their trip to India. (Feb. Tr. p. 155, lines 16-22; Tr. p. 272, lines 19-23). She attributes the missing documents to Hardik and Anna, but there is no evidence that supports that assertion. Hardik and Anna denied taking any of Vidhya's property from the house. (June Tr. p. 71, lines 2-9)

56. None of the exhibits introduced by Defendants at trial support Vidhya's testimony that she and Ramesh paid for the house or the convenience store.

57. Vidhya and Darshak, as personal representatives of Ramesh's estate, had the ability and authority to obtain any banking documents or other documentary evidence reflecting Ramesh and/or Vidhya's alleged financial contribution(s) to either the convenience store and/or the Clinton house. Even so, no such documents were produced[9].

2009 Purchase of Clinton House

58. The evidence establishes that Hardik is the one who contracted to and purchased the Clinton house in 2009. (Defendant's Exhibit 14). Neither Ramesh nor Vidhya ever asked Hardik to convey the house in Clinton to them. (Answer and Counterclaim p. 11, ¶ 14-16)

59. Vidhya testified the house purchased by Hardik in Clinton was located by Hardik and Ramesh. (Feb. Tr. p. 137, lines 20 – 23). She recalled that the house was purchased from a

[9] In discovery, Plaintiffs said they intended to show payments made by Ramesh and Vidhya for the store and the house from an account with an account number ending in 9955. (Motion to Compel, p. 5, Response 5). However, the only bank statements introduced were for 2016 and 2017, long after the transactions would have occurred and the payments would have been made. (Plaintiff's Exhibit 2). There is no explanation for the absence of the bank statements for the account ending in 9955 for the relevant time period, which were identified as being supportive of Plaintiffs' case, but not produced. The absence of the bank statements for the relevant time period supports an inference that the bank statements, if produced, would not have supported Plaintiffs' testimony. Significantly, the bank statements that were produced for account ending in 9955 show large cash deposits and transfers from other accounts in round numbers during the period of 2016 and 2017, but there is no testimony as to the source of the multiple cash deposits or the money transfers. It is apparent Plaintiffs did not introduce bank statements which reflect the entire financial position of Ramesh and Vidhya for any time period.

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bank, and that she and Ramesh paid the purchase price of $38,000 or $39,000, some of which was borrowed from relatives. (Feb. Tr. p. 138, line 21 – p. 139, line 3). She had no knowledge of a mortgage on the home.[10] (Feb. Tr. p. 139, lines 16-18). She denied that Hardik or Anna had paid any of the portion of the purchase price for the house. (Feb. Tr. p. 139, lines 19-22).

60. Darshak testified that he was living with his parents at the house "that is in question" in 2007. (Feb. Tr. p. 233, lines 22-25). However, the house in question was not purchased until 2009. He later clarified and said he helped work on the home after it was purchased in the summer of 2009. (Feb. Tr. p. 234, lines 17-19).

61. One of the realtors who was involved in the sale of the Clinton house, Champa Patel, was a friend of Vidhya's from India. They grew up together. (Feb. Tr. p. 222, line 16 – 24). The house was in foreclosure and was listed by a realty company with which Champa was not affiliated. (Feb. Tr. p. 229, lines 12-25; Feb. Tr. p. 229, lines 8-13). Ramesh called Champa to bring her into the sale of the home, and she therefore was paid a sales commission. (Feb. Tr. p. 224, lines 11-15; p. 229, lines 8-13).

62. Champa testified her husband loaned some money to Ramesh for the purchase of the house, and that Vidhya and Ramesh paid for the house. (Feb. Tr. p. 224, lines 16 – 22). Champa also said Hardik invested no money in the house. (Feb. Tr. p. 226, lines 16-20). Champa also testified the purchase was an all-cash purchase. (Feb. Tr. p. 231, lines 1-5).

[10] While Vidhya denied knowing anything about a mortgage on the house, she answered "yes" when asked if she and Ramesh "made the payments on the house" which would be inconsistent with the absence of debt on the property. (Tr. p. 141, lines 17-18).

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63. Hardik wired $2,500 to the closing attorney from his personal Wachovia account, after initially writing a check that was not negotiated. (Defendant's Exhibits No. 7 and 15; June Tr. p. 179, lines 1-25).

64. Hardik also brought certified funds of $6,573.57 to closing, again using his own personal funds. (Defendant's Exhibit 17). The HUD settlement statement confirms that the purchaser, Hardik, paid $6,573.57 at the time of closing on the house. (Defendant's Exhibit 17).

65. The settlement statement also reflects that Hardik took out a loan from BB&T for the balance of the purchase price for the home. (Defendant's Exhibit 17). Hardik borrowed $31,600.00 to purchase the home, giving BB&T a note and security agreement for the loan. (Defendant's Exhibit 18).

66. Champa's testimony, therefore, is directly contradicted by the purchase, sale and loan documents produced at trial, which reflect the deposit from Hardik, down payment from Hardik's personal funds, and loan from BB&T taken out in Hardik's name to pay the purchase price of the home. Vidhya's testimony, therefore, is also directly contradicted by the purchase, sale and loan documents produced at trial.

67. The security agreement should have been paid off after five years, as the note was a sixty month term.

68. Champa further said the house was put in Hardik's name because "they had immigration issue… Ramesh." (Feb. Tr. p. 224, line 23 – p. 225, line 11; p. 229, lines 14-19). Champa said as a licensed realtor, she was subject to a code of ethics and she would not have participated in a fraudulent HUD (Feb. Tr. p. 227, lines 16-25). She said she got permission from her broker-in-charge to participate in the claimed deceptive titling the house in Hardik's

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name as a ruse to skirt immigration issues. (Feb. Tr. p. 229, line 20 – p. 230, line 10). Champa admitted she "wouldn't know, those rules" and was unable to comment on the legality of the titling charade she was describing. (Feb. Tr. p. 230, lines 13-25).

69. After the purchase of the home, Hardik and Anna moved into and took the master bedroom, while Ramesh and Vidhya had the second bedroom. (Feb. Tr. p. 140, lines 20-24; June Tr. p. 184, line 17 – p. 185, line 3). Vidhya testified the home had only one small bedroom. (Feb. Tr. p. 140, line 6). Vidhya confirmed all four parties maintained their residence in the house during 2009, even while Hardik was going to school in Charlotte and working in Richmond. (Feb. Tr. p. 141, lines 4-7).

70. Hardik paid all utilities for the house, and continued to do so after he and Anna moved out in 2011. (June Tr. p. 186, line 22-page 187, line 8). Ramesh and Vidhya were allowed to live in the house rent free. Hardik also paid for Vidhya's cell phone and service. (June Tr. p. 216, lines 10-20). Hardik also continued to pay the property taxes and homeowners insurance.

71. Hardik and Anna moved back into the Clinton house during Anna's first pregnancy, but left shortly after the birth of their child in 2011. Anna moved to her family's home in Augusta because of difficulties she was encountering with Vidhya and Ramesh. (June Tr. p. 314, lines 11—21).

72. Hardik particularly had difficulties with Ramesh, who felt he should have the right to choose the name for Hardik and Anna's baby. Hardik described the confrontation between he and Ramesh as the triggering event that caused him to finally move from the Clinton house. (June Tr. p. 196, lines 1-22).

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73. After Hardik and Anna left the home in 2011 following their daughter's birth, they never lived as a couple in the house again. However, Hardik has maintained the master bedroom in the house, and until this lawsuit was filed, he stayed in the house on weekends when he worked at the store, rather than drive home to Tega Cay. (June Tr. p. 217, line 21- p. 218, line 7; p. 336, lines 2-6).

Events Following Ramesh's Death

74. Vidhya was not prepared or emotionally ready to assume any responsibility after Ramesh died. (Feb. Tr. p. 151, lines 19-21). At some point after Ramesh's death, Vidhya did not have electric power and/or cable service at the house for two days. (Feb. Tr. p. 157, lines 3-4; p. 157, lines 16-25). She attributed the lapse in utility services to a malicious act by Hardik, but there is no evidence that supports that assertion.

75. Hardik testified that his mother asked him to assist her with financial matters after Ramesh died, and that he assisted her in changing her address to Hardik's own home address in Tega Cay on certain things for which she had requested help. (June Tr. p. 213, lines 6-17).

76. Vidhya testified she had difficulties in receiving her mail. In May of 2018, she had to go to the post office several times to get the difficulties resolved. (Feb. Tr. p. 144, line 21 – p. 145, line 9). She again attributes this difficulty to a malicious act initiated by Hardik.

77. After this lawsuit was filed Hardik, through counsel, required that Vidhya register and pay the utility accounts in August 2019. (June Tr. p. 187, lines 12-22). Hardik continues to pay the taxes and insurance on the home and Vidhya lives there at no charge. (Amended Answer and Counterclaim ¶ 14; p. 10 ¶ 10; p. 11 ¶ 13; Defendant's Exhibits 38 and 43).

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The Family Relationship

78. Prior to 2018, there was a normal family relationship among the parties, both personally and, to the extent they worked together professionally. (Feb. Tr. p. 123, lines 22-24). The relationship was typical for many extended families, not unique to families who come from the Indian culture.

79. After immigrating to the United States, Ramesh and Vidhya did not seek to involve themselves with others outside the Indian community, and instead they found their place almost exclusively among other Indian immigrants. (June Tr. p. 165, lines 15-18).

80. The proclivity to interact solely with other Indian immigrants and the expectation of adherence to traditional Indian norms as interpreted by Vidhya was a particular point of contention. This contention was a source of friction between Vidhya on the one hand and Hardik and Anna on the other. When they lived together in one home, Vidhya expected Anna to do all the cooking, cleaning and other domestic chores, even though Anna was working full time as a pharmacy technician and at times also attending school. (June Tr. p. 299, lines 8-25).

81. When Hardik and Anna moved to Tega Cay in 2017, Anna enrolled the children in Christian day school, she taught at a Christian day care, and she involved the children in activities that were not uniquely associated with traditional Indian culture in which Hardik had been raised. (June Tr. p. 292, line 18 – p. 295, line 10)

82. After Hardik and Anna no longer shared a home with Ramesh and Vidhya, Hardik began to realize that the ostensibly "Indian culture" that had been imposed on him by his parents was merely the way his parents chose to interact with him, and it was toxic. (June Tr. p. 153, line 15 – p. 154, line 8). Vidhya was verbally abusive of Hardik and Anna. Hardik wanted to

protect Anna and his children from the life he had endured as a child. (June Tr. p. 155, line 21 – p. 156, line 24). Hardik described the group of Indian people who surrounded his parents as "a cult." (June Tr. p 154, lines 9-24).

83. During the February hearings, there were many observers in the courtroom gallery who were not called as witnesses and appeared to be in attendance solely as supporters of Vidhya and Darshak. The Court observed this group of supporters at that time who were quite animated and demonstrative in their support for Vidhya and Darshak, which underscored Hardik's description of the associations of his parents. The June hearings occurred after the onset of the Covid-19 pandemic and restrictions, thus the gallery was limited to parties and witnesses only.

84. Hardik is proud of his and Anna's accomplishments of becoming United States citizens, and that he and Anna raise their children as Americans, not so intensely a part of the restrictive and insular version of Indian culture. Hardik did not have the emotional strength to excise himself and Anna from that insular community that surrounded Ramesh and Vidhya until after Ramesh died.

85. After Ramesh died, Anna increased the salary that was paid to Vidhya for her work in the convenience store.

86. Following Ramesh's death, Hardik was living in Tega Cay with his family but still working at the convenience store on weekends. (June Tr. p. 217, lines 14-24). In October, 2018, while Vidhya was in Atlanta for a wedding, Hardik discovered a large number of $100 bills, nearly $11,000, in Vidhya's bedroom at the Clinton home. (June Tr. p. 219, lines 18-24; Defendant's Exhibit 49). Hardik was distressed by the discovery. There had been occasions when Vidhya had taken money from the store, claiming she had paid for store inventory with

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personal funds and she was simply reimbursing herself. (Feb. Tr. p. 216, line 25 – p. 217, line 5). Those incidents had troubled Hardik, but the discovery of the cash hidden at the house convinced him that Vidhya could no longer be trusted with the AAHARVID LLC checkbook. (June Tr. p. 219, line 7 – p. 223, line 9).

87. In October, 2018, after discussing the matter, Anna and Hardik removed Vidhya's name from the AAHARVID, LLC bank account, and Hardik told Vidhya that he would handle all deposits for the store going forward. (Feb Tr. p. 159, lines 11-20; June Tr. p. 221, line 25 – p. 222, line 12).

88. When Vidhya was told that her authority to sign checks had been removed from the AAHARVID LLC bank account, Vidhya deposited checks for $5,000.00 each that she had written to herself from the AAHARVID, LLC bank account. (June Tr. p. 225, line 5 – p. 226, line 14). Anna and Hardik attempted to reverse the transactions, but Vidhya had closed the account into which she had deposited the funds, and thereby thwarted BB&T's attempt to trace the funds. (June Tr. p. 226, lines 15-18).

89. Because of the dispute about when Vidhya's authority to sign checks had been withdrawn on the AAHARVID LLC bank account, BB&T asked the parties to terminate their banking relationship with BB&T. (June Tr. p. 227, line 11 – p. 228, line 4). Vidhya received $235,207.26 in certified checks when BB&T closed out her bank accounts. (Defendant's Exhibit 36).

90. Anna maintained security cameras in the store. In November, 2018, she and Hardik reviewed some of the security footage and saw Vidhya activating and cashing out lottery tickets for herself. (June Tr. p. 344, line 7-9; p. 346, line 16). The court viewed a video provided by Defendants of a portion of the security camera video. Defendant's Exhibit No. 4 is a still shot

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from the video that was shown to the court. Vidhya confirmed the photo was of her scanning a lottery ticket. (Feb. Tr. p. 184, lines 1 – p. 186, line 14). Vidhya testified that she had paid for the lottery tickets before she scanned them.

91. Hardik installed additional security cameras after discovering the possible theft of lottery tickets by Vidhya. (June Tr. p. 351, lines 7-13).

92. At the end of 2018, Anna and Hardik sought legal advice from Thomas Jeter, Esquire, about the problems with the bank account and operating the business going forward. (June Tr. 352, line 7 – p. 353, line 15). Mr. Jeter reviewed the lottery retailer contract agreement for the store and advised Anna that she had an obligation under that contract to report any theft of lottery property to the Lottery Commission. (June Tr. p. 354, line 17 – p. 355, line 10).

93. Anna dutifully reported the theft by Vidhya of lottery tickets to both the lottery commission and to law enforcement. (June Tr. p. 356, lines 13-23). Vidhya was ultimately arrested by law enforcement.

94. Neither Hardik nor Anna requested, arranged, or facilitated the arrest; in fact they knew nothing about it until after it had occurred. (June Tr. p. 363, lines 3-5). Someone called Anna after hearing a news report about the arrest. (June Tr. p. 363, lines 6-8).

95. Vidhya did not return to work at the store in 2019. (Feb. Tr. p. 121, line 20 – p. 122, line 9; June Tr. p. 359, lines 8-20).

96. In 2019, Vidhya applied for and received unemployment payments from the state. (Defendant's Exhibits 41 and 44). In applying for unemployment benefits, Vidhya stated that she had been a full-time employee of AAHARVID LLC and was not self-employed. (Defendant's Exhibit 44, p. 3). Vidhya reported to the State that she had been "laid off due

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to lack of work – slow down in business" and she would not be returning to the employment with AAHARVID LLC again. (Defendant's Exhibit 44, p. 4 and 8). She said she had been "laid off" by the "owner" of the store. *Id.* p. 12. She reported her salary from AAHARVID LLC had been $24,000 per year. *Id.* Vidhya certified that the information was "true and accurate" and acknowledged she understood the penalty for perjury if her statements in support of her unemployment request were false. *Id.* p. 11.

SECTION IV – LEGAL DISCUSSION

Resulting Trust

"Equity devised the theory of resulting trust to effectuate the intent of the parties in certain situations where one party pays for property, in whole or in part, that for a different reason is placed in the name of another . . . The general rule is that when real estate is conveyed to one person and the consideration paid by another, it is presumed that the party who pays the purchase money intended a benefit to himself, and accordingly a resulting trust is raised. . . the presumption, however, may not be in accord with the truth. It may be rebutted and the actual intention shown by parol evidence." *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997). "Fraud can defeat a resulting trust." *Id., citing Elrod v. Cochran*, 59 S.C. 467, 472, 38 S.E. 122, 124 (1901).

A resulting trust may not be imposed when the transaction is undertaken to defraud other persons or to violate the law. *Id.* "The law will not permit a party to deliberately put his property out of his control for a fraudulent purpose, and then, through intervention of a court . . . regain the same after his fraudulent purpose has been accomplished." *Ali v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741, 753 (1942)

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"It is well settled in this state that the facts from which the court would infer a resulting trust may be established by parol testimony, but it is also settled that such testimony, to warrant such inference, must be clear and convincing. *Id.* "[T]o establish a… resulting trust against one holding the legal title, the evidence must be clear and convincing. *Id.*

Constructive Trust

"No parol trust will be integrated on a legal title… unless with the greatest caution, and where the fraud necessary to create the trust is established by clear and convincing proof. And in such a case, as a deed absolute in form raises a strong presumption against the existence of a trust; evidence sufficient to overcome it must be greater than a mere preponderance." *Ali v. Prillaman* at 750.

"The mere failure of a grantee to perform his oral promise to hold property upon trust affords no basis for a constructive trust… where no deception was employed by the grantee. . . made for the express purpose of enabling him to make sales, pay off an indebtedness, and if possible, save something out of the proceeds for the grantor, he will not be held a trustee…" *Id.* "So where the grantor, without accident or mistake or fraud… deeded property to her son for the purpose of enabling him to defend the title against a threatened suit, with the understanding that he would hold it for her benefit, there is no trust." *Id.* at 751.

Familial relationships do not constitute a fiduciary relationship, absent some special circumstances. *Swiger by and through DeHaven v. Smith*, 426 S.C. 408, 827 S.E.2d 200 (Ct.App. 2019). *See also Flowers v. Oakdale Realty and Water Corporation*, 256 S.C. 591, 183 S.E.2d 513 (1971). Under certain circumstances, a parent and child may have a fiduciary relationship, but the

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specific facts of each case are unique. *Smith v Jones (In re: Estate of Smith)*, 419 S.C. 111, 796 S.E.2d 158 (Ct.App. 2016).

"Persons in family relations, such as those of… parent and child… are also ordinarily to be regarded as in a confidential relationship with the meaning of the rule; but they are not necessarily so." *Ali v. Prillaman*, at 750. *See also Chapman v. Citizens and So. Nat. Bank of S.C.*, 302 S.C. 469, 396 S.E.2d 446, 451 (Ct.App. 1990) (relationship of husband and wife does not necessarily create a fiduciary relationship; "even in a husband and wife relationship, which may be the most intimate of all, the one in whom the trust or confidence is reposed must possess the power to abuse the trust of the confiding party in his business affairs to the detriment of the one confiding party. This power to abuse for the benefit of himself or herself, a trust reposed in a spouse, in the eyes of the law, invests that spouse with a dominance in the relationship.").

SECTION V – CONCLUSIONS OF LAW

As to Plaintiff's Claims

97. The claims by Vidhya and Darshak, individually and in their capacities as personal representatives of the Estate of Ramesh sound in equity.

98. To succeed in their claims for resulting trust and/or constructive trust, Vidhya and Darshak would be required to establish, by clear and convincing evidence, all of the following facts:

    (a) Ramesh and Vidhya paid for the Clinton house, in whole or in part from their personal funds.

    (b) The parties intended for the house to belong to Ramesh and/or Ramesh and Vidhya permanently.

    (c) Ramesh and Vidhya paid for the lease of the store from 2007-2012 from their personal funds.

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(d) The parties intended for the lease of the convenience store to benefit Ramesh and/or Ramesh and Vidhya.

(e) Ramesh and Vidhya paid for the purchase of the convenience store in 2012 using their personal funds.

(f) The parties intended for the convenience store to belong to Ramesh and/or Ramesh and Vidhya permanently.

99. Plaintiffs Vidhya and Darshak have not established, by clear and convincing evidence, or even by a preponderance of the evidence, that any of the facts set forth above in this section are true.

100. It is not disputed, that Ramesh, Vidhya and Hardik were close, personally and professionally, until Ramesh died. However, the closeness was that of an ordinary family, insufficient to create a fiduciary relationship. As such, neither Hardik nor Anna owed a fiduciary obligation to Ramesh or Vidhya.

101. There was no express or implied promises that the house or the convenience store were purchased for Ramesh and/or Vidhya.

102. Hardik and Anna used their personal funds and/or profits of the convenience store to purchase the house and the convenience store or, at a minimum, the majority of the funds used were generated by the profits of the convenience store.

103. The Plaintiffs' allege that the house was titled in the name of Hardik and the convenience store was titled to AAHARVID, LLC to camouflage ownership by the real beneficial owners, Ramesh and/or Vidhya. Under Plaintiffs' theory, this subterfuge was undertaken because Ramesh and Vidhya were personally ineligible to own property in the United States by virtue

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of their immigration status[11] so Hardik and Anna were merely holding the properties for Ramesh and Vidhya.

104. Plaintiffs' arguments, if true, would support a conclusion that the transactions were fraudulent in nature, such that equity would not provide a remedy to impose a trust of any kind over the house and the convenience store, even if the facts established everything the Plaintiffs claim.

105. Anna testified that Vidhya never said anything about wanting to own the house or the convenience store until after Ramesh died, when Vidhya complained that Ramesh did not leave her anything. (June Tr. p. 368, line 21 – p. 369, line 17).

106. There is conflicting testimony and evidence regarding whether the house or the store was intended to belong, in whole or in part, to Vidhya. The testimony of the defendants outweighs the testimony of the plaintiffs on this issue.

107. There is conflicting testimony and evidence regarding whether the house or the store was to belong, in whole or in part, to Ramesh. The testimony of the defendants outweighs the testimony of the plaintiffs on this issue.

108. Plaintiffs are not entitled to the imposition of a resulting or constructive trust over the house or the convenience store.

109. On the Plaintiff's claims, judgment is entered in favor of Defendants.

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[11] The Court makes no finding or conclusion as to Ramesh or Vidhya's immigration status at any point enabled them to own real or personal property in their own name. It is sufficient, for purposes of adjudicating the matters presented, that Vidhya disclosed her subjective belief that they could not legally own property in their own names, and that as a result they adopted the subterfuge of ownership by Hardik and Anna's corporation with the intent to benefit themselves personally. The objective and actual legal necessity or existence of any such restriction is irrelevant.

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SECTION VI – COUNTERCLAIMS

Defendants' counterclaims included three causes of action: (1) declaratory judgment as to ownership of the house and the store; (2) conversion; and (3) breach of fiduciary duty as personal representatives. Regarding the Defendants' motion for default judgment on its counterclaims, this court finds that it would be more appropriate to rule on the merits on these issues, and thus denies this motion.

As to the First Counterclaim – Declaratory Judgment

Having reviewed the matter in detail, I conclude that the first counterclaim for declaratory judgment was tantamount to mere denial of Plaintiff's claims. Because the findings of fact and conclusions of law set forth above result in denial of Plaintiffs' claims, the relief sought in the first counterclaim would be redundant.

As to the Second Counterclaim – Conversion

As it relates to the second counterclaim, the following facts have been admitted by the entry of default against the Plaintiffs and from the evidence presented at trial:

110. As an employee, Vidhya had limited authorization from AAHARVID, LLC to write checks from the company's checkbook for vendors as necessary and convenient for the day-to-day operation of the business. Vidhya signed checks from a bank account owned by AARHARVID, LLC, on four occasions to support Darshak after his cancer treatment, in sum of $10,000. The testimony of all witnesses regarding income and expenses, when considered together, seems to be consistent in that all expenses for store and home were paid with monies from the store accounts. The Court finds these payment of these monies may be inconsistent

with a traditionally operated convenience store business account this court finds that it is consistent with how this business operated and thus not a conversion.

111. The Court also viewed a video in which Vidhya scanned winning lottery tickets and retained the receipts for herself when no customers were present.

112. On several occasions in 2018, Vidhya was caught on camera via surveillance footage taking entire rolls of lottery tickets from behind the counter at the Convenience Store and putting them in her bag before leaving the store without paying for them. These lottery tickets were the property of AAHARVID, LLC. On at least on occasion, Vidhya cashed a whole roll of lottery tickets at the convenience store and converted the proceeds for her personal use. AAHARVID, LLC intended this roll of lottery tickets to be sold to customers for profit. After reviewing the surveillance footage and discovering her theft of Company property. Hardik, acting as an authorized agent of the Company, did not rehire Vidhya with the Company on January 1, 2019.

Legal Discussion – Conversion Claim

Conversion is "the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights." *Moore v. Weinberg*, 373 S.C. 209, 644 S.E.2d 740 (Ct.App. 2007) (citations omitted). One asserting a claim for conversion must establish "either title or right to the possession of the personal property." *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct.App. 2003). *See also Hennes v. Shaw*, 397 S.C. 391, 725 S.E.2d 501 (Ct.App. 2012).

Conclusions of Law – Conversion Claim

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113. Defendants have not established by a preponderance of the evidence that Vidhya and Darshak improperly converted from AAHARVID, LLC the sum of $10,000.00.

114. Defendants have established by a preponderance of the evidence that lottery tickets belonging to AAHARVID, LLC were converted by Vidhya, in contravention of the rights of AAHARVID, LLC and that she did not return the proceeds of the lottery tickets to AAHARVID, LLC.

115. However, Defendants have not established the value of the lottery tickets that were stolen from AAHARVID, LLC. The order of default enabled the parties to introduce evidence to sustain their burden of proof on the amount of damages where damages were unliquidated.

116. While the evidence, and the default, supports the conclusion that Vidhya inappropriately misappropriated lottery tickets and wrongfully profited from the conversion of the lottery tickets, Defendants did not introduce evidence of the value of the lottery tickets improperly used by Vidhya and therefore did not sustain their burden of proof as to the elements of conversion as to the lottery tickets.

117. There is no prayer for punitive damages, and I find and conclude that the evidence would not support an award of punitive damages in connection with the conversion of funds belonging to AAHARVID LLC.

As to Third Cause of Action – Breach of Fiduciary Duty

The third counterclaim alleges damages to Hardik as a result of Vidhya and Darshak's actions as personal representatives of Ramesh's estate in that they misappropriated the proceeds of Ramesh's interest in the Florence hotel to Vidhya. However, Defendants established further legal proceedings where the Laurens County Probate Court issued an order enjoining an attorney

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in possession of the closing funds to escrow any funds that were the property of Ramesh and are to become assets of his estate. (Defendants' Exhibit 50). Benjamin Moore, Esquire of Florence testified that he had complied with the court order and continues to hold approximately $200,000.00 in funds that are due to Ramesh's estate in escrow pending further decision by the probate court.

Because Hardik successfully pre-empted the attempted diversion of the proceeds from the sale of the Florence hotel that were due to the Estate of Ramesh, he cannot recover for breach of fiduciary duty, even if the evidence establishes an effort to divert the assets. Therefore, the claim for breach of fiduciary duty fails. This conclusion does not affect the probate court proceedings as to entitlement of any party to the assets of the estate of Ramesh, including those currently held in escrow by third parties. Such issues are reserved to resolution in that matter currently pending in probate court.

SECTION VII – AWARD AND JUDGMENT

Based on the findings of fact and conclusion of law set forth above, and for the reasons set forth, it is ordered:

A. As to Plaintiffs' claims for resulting trust and constructive trust, the Plaintiffs have failed to establish a right to equitable relief, and judgment is awarded in favor of the Defendants;

B. Defendants' counterclaim for declaratory judgment is denied as moot and redundant given the findings and conclusions that denied Plaintiffs' claims herein;

C. Defendants' counterclaim for conversion, judgment is denied given the findings and conclusions that the checks were authorized.

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D. Defendants' counterclaim for breach of fiduciary duty is dismissed, as it is treated as currently pending in a separate proceeding at the probate court;

E. The lis pendens bearing Case Number 2019-LP-30-00028 shall be dissolved.

The Clerk of Court is directed to enter judgment accordingly.

_____

Eugene C. Griffith Jr.
Circuit Court Judge

August __, 2020

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Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED - 2020 Oct 19 3:14 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **ORDER DENYING MOTION FOR RECONSIDERATION**

On or about September 8, 2020, Plaintiffs filed a timely motion pursuant to Rule 59(e) SCRCP to reconsider its Order dated August 28, 2020.

After reviewing and considering Plaintiffs' motion, the Court is of the opinion that the motion requests the Court to reconsider only findings of facts. The Court held an informal status conference in the virtual courtroom and inquired whether the Plaintiffs' had suggested that the court needed to reconsider any errors in the application of the law. The Plaintiffs suggested that the court reconsider whether it had considered any adverse inferences which may be considered in weighing of the evidence by the factfinder when a party fails to call a witness with knowledge of facts in a contested case. This Court finds that it considered all testimony and evidence in the case including any adverse inferences in making its findings of fact and conclusions therefrom. The Court found that the Plaintiff did not prevail in its burden to prove its case by a greater weight of the evidence.

Since no issues of any misapplication of the law were raised in the motion, the Court finds that a hearing on the motion to reconsider would not assist the court in ruling of the motion. Therefore, the Court respectfully denies Plaintiffs' motion for reconsideration.

IT IS SO ORDERED.

_____
Eugene C. Griffith Jr.
Circuit Court Judge

October __, 2020

ELECTRONICALLY FILED - 2020 Oct 19 3:14 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

ELECTRONICALLY FILED - 2020 Oct 19 3:14 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED - 2020 Dec 29 10:25 AM - YORK - COMMON PLEAS - CASE#2019CP4603009

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	Case No. 2019-CP-46-03009
	)	
Vidhyaben R. Patel,	)	
	)	
Plaintiff,	)	**ORDER GRANTING**
v.	)	**SUMMARY JUDGMENT**
	)	
Hardik R. Patel,	)	
	)	
Defendant.	)	
	)	

Pursuant to Rule 56(b), Defendant Hardik Patel (hereafter "Hardik") moves for summary judgment on all causes of action asserted against him in this matter. In support of his motion, Hardik submitted the final order issued in a collateral matter, *Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140 (hereafter "the prior action.") The trial court takes judicial notice of the proceedings in the prior action pursuant to Rule 201(b), SCRE. Plaintiff Vidhyaben Patel has/has not responded to the motion.

UNDISPUTED FACTS ESTABLISHED BY THE RECORD

1. Plaintiff Vidhyaben R. Patel (hereafter "Vidhya") is the mother of Defendant Hardik. Vidhya filed suit in her individual capacity against Hardik and others in Laurens County in February, 2019. The prior action (*Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140) has been concluded by final order of Circuit Court Judge Eugene Griffith by order dated August 28, 2020. Rehearing was also denied by order dated October 19, 2020.
2. The current action was filed by Vidhya, also in Laurens County, but venue was transferred to York County, Hardik's residence.

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3. Among the issues litigated in the prior action was the issue of whether Hardik initiated criminal proceedings against Vidhya to gain an advantage in that action.

4. The substantive claim asserted by Plaintiff in this matter, *i.e.* Vidhya's claim that Hardik filed criminal charges against her for leverage, was specifically addressed and contested during trial in the prior action. , with the facts and claim ultimately adjudicated in favor of Hardik in that action.

5. Judge Griffith ruled, *inter alia*, "Neither Hardik nor Anna requested, arranged, or facilitated the arrest; in fact, they knew nothing about it until after it had occurred. Someone called Anna after hearing a news report about the arrest." (Order of Judge Griffith dated August 28, 2020, page 23, ¶ 94).

6. The issue presented in this action has been fully and finally adjudicated in the prior action.

CONCLUSIONS OF LAW

7. Issue preclusion prohibits Vidhya from attempting to relitigate, in this action, issues that were litigated and finally decided in the prior action. *Sims v. Amisub of South Carolina Inc.*, 408 S.C. 202, 758 S.E.2d 187 (Ct. App. 2014); *Roberts v. Recovery Bureau, Inc.*, 316 S.C. 492, 450 S.E.2d 616, 619 (S.C. App. 1994). *See also Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009).

8. Vidhya litigated the issues regarding her arrest and the basis for it during the litigation in Laurens, and those issues were fully explored and decided in that action. Any claim Vidhya may have had in connection with the arrest was required to be litigated as a part of the claim in the prior matter. *Gathings v. Robertson Brokerage Company Inc.*, 295 S.C. 112, 367 S.E.2d 423 (Ct. App. 1988).

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9. The party seeking summary judgment "has the initial responsibility of demonstrating the absence of a genuine issue of materials fact." *Lord v. D & J Enterprises Inc.*, 407 S.C. 544, 757 S.E.2d 695 (2014). "The court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *Id.* As demonstrated, all issues between these parties were litigated in the Laurens county action or should have been. Collateral estoppel prevents relitigation of issues that were or could have been litigated in that action.

CONCLUSION

As a result of the prior litigation, which is final[1], Hardik is entitled to summary judgment in his favor as a matter of law, because separate litigation of the abuse of process claim here is barred by judgment in the separate case. *Zinn v. CFI Sales & Marketing Ltd.*, 415 S.C. 93, 780 S.E.2d 611 (Ct. App. 2015) ("*Res judicata* bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties. . . under the doctrine of *res judicata* 'a litigant is barring any issues which were adjudicated in the former suit and any issues that might have been raised in the former suit. . .'" (citations omitted).

Hardik's motion for summary judgment is GRANTED.

IT IS SO ORDERED.

Daniel Dewitt Hall
Chief Administrative Judge
Sixteenth Judicial Circuit- CP

October __, 2020

[1] Even if an appeal is taken from Judge Griffith's order in the prior action, the order is not stayed during the appeal, so entry of summary judgment in this action is warranted. *See* Rule 205, SCACR and Rule 241(b)(2) and (b)(3), SCACR.

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ELECTRONICALLY FILED - 2020 Dec 29 10:25 AM - YORK - COMMON PLEAS - CASE#2019CP4603009



York Common Pleas

Case Caption: Vidhyaben R. Patel VS Hardik R Patel

Case Number: 2019CP4603009

Type: Order/Summary Judgment

So Ordered

s/Daniel D. Hall 2753

ELECTRONICALLY FILED - 2021 Jan 19 12:38 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **ORDER DENYING MOTION FOR ATTORNEY'S FEES**

This matter came before the Court by motion of the Defendants, Hardik R. Patel, Anal H. Patel, and AAHARVID, LLC to seek an order awarding attorney's fees and costs incurred by Defendants and assessing judgment against Plaintiffs in accordance with the Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 *et seq*. ("FCPSA").

The motion to award attorney fees is denied based on the Court's finding that the Plaintiffs' claims were not frivolous under the FCPSA. The Court bases this decision on the facts that: the case contained highly contested facts presented at trial, the complexity of the legal issues, the complexity of the family dynamics, and the credibility and lack of credibility of both plaintiffs and defendants' testimony. The Court notes that factually the case was very close on weight, but that the defendants' testimony and evidence outweighed (but not substantially) the Plaintiffs' testimony and evidence.

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In order to recover for attorney fees under the FCPSA, at §15-36-10(A)(4) a party must show or prove one of the following:

(a) filing a frivolous pleading, motion or document if:

i. the person has not read the frivolous pleading, motion or document;

ii. a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for the extension, modification, or reversal of existing law;

iii. a reasonable attorney presented with the same circumstances would believe that a procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injury the other party; or

iv. a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely for delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;

(b) making frivolous arguments a reasonable attorney would believe were not supported by the facts; or

(c) making frivolous arguments that a reasonable attorney would believe were not warranted under the existing law or if there is no good faith argument that exists for the extension, modification, or reversal of existing law.

The Court finds that none of the definitions of a frivolous suit or action were present in the case at bar. The Court further finds that the attorneys for the Plaintiffs had reasonable beliefs that the claims alleged were valid under the laws of South

Carolina. The failure to meet one's burden of proof does not make the complaint filed by the parties frivolous.

Therefore, the Defendants' motion for attorney fees is respectfully denied.

IT IS SO ORDERED.

_____

Eugene C. Griffith Jr.
Circuit Court Judge

January __, 2020

ELECTRONICALLY FILED - 2021 Jan 19 12:38 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

ELECTRONICALLY FILED - 2021 Jan 19 12:38 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED - 2021 Jan 22 2:35 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **ORDER DENYING MOTION FOR RESCONSIDERATION**

Defendants Hardik R. Patel ("Hardik"), Anal H. Patel ("Anna") and AAHARVID, LLC ("the store") seek reconsideration of this Court's order dated January 19, 2021, which denied their motion seeking an award of attorney's fees and costs as requested in their filing of September 8, 2021.

Having fully considered all grounds raised in the Motion to Reconsider, the motion is denied. The Court's order dated January 19, 2021 adequately addressed each issue raised in the motion and reconsideration is not necessary. Therefore, the motion to reconsider is DENIED.

IT IS SO ORDERED.

_____
Eugene C. Griffith Jr.
Circuit Court Judge
Eighth Judicial Circuit

January ____, 2021

ELECTRONICALLY FILED - 2021 Jan 22 2:35 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED - 2019 Feb 20 2:22 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	2019-CP-30-
	)	
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs,	)	
vs	)	**SUMMONS (Non-Jury)**
Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants.	)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in the above entitled action, a copy of which is herewith served upon you, the original of which will be filed in the office of the Clerk of Court for Laurens County, and to serve a copy of your answer upon the subscriber at his office, 1413 Main Street, Newberry, South Carolina, within thirty (30) days of such service, exclusive of the date of service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in said Complaint.

SAMUEL M. PRICE, JR.
SC Bar No. 04566
Attorney for Plaintiff
1413 Main Street, P. O. Drawer 836
Newberry, South Carolina 29108
(803) 276-0796

Newberry, SC
February 20, 2019

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	2019-CP-30-
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,	)	**COMPLAINT (Non-Jury**
Plaintiffs,	)	
vs	)	
Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,	)	
Defendants.	)	

The plaintiffs would respectfully show unto this Honorable Court that:

1. The Plaintiff Vidhyaben R. Patel ("Vidhya") is a resident of the County of Laurens, State of South Carolina. She was the wife of Rameshchandra Prabhudas Patel ("Ramesh") who is now deceased.

2. The Plaintiff Darshak Kumar Patel ("Darshak") is a resident of the County of Laurens, State of South Carolina. He is the younger son of Ramesh and Vidhya.

3. The Defendant Hardik Patel ("Hardik") is a resident of York County, South Carolina and is the oldest son of Ramesh and Vidhya.

4. The Defendant AAHARVID, LLC ("Company") is a South Carolina limited liability company with an office in York County, South Carolina. Articles of Organization of the Company indicate that Anal Patel was the Organizer.

5. The Defendant Anal Patel ("Anal"), wife of Hardik Patel, is a resident of York County, South Carolina.

6. Upon information and belief, Anal is the sole member and manager of AAHARVID, LLC ("Company").

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7. Ramesh died on June 29, 2017, at the age of 63. On February 15, 2018, plaintiffs were appointed Co-Personal Representatives of the Estate by the Laurens County Probate Court. Reference is made to Laurens County Probate Court case number is 2018ES3000084.

8. Ramesh died without a Will. Therefore, pursuant to the statute of descent and distribution, the assets of the Estate of Ramesh belong one-half (½) to Vidhya and one-fourth (1/4) to each of his two sons, to wit: Hardik and Darshak.

9. The issue before the Court as it affects the Estate of Ramesh is for a determination whether or not certain assets were owned by the decedent and therefore are assets of the estate of Ramesh. These assets are:

(1) One-half (½) interest in the residence located at 18397 Highway 72E, Clinton, SC 29325;

(2) A one-half (½) interest in the real estate located at 19267 Highway 72E, Clinton, SC 29325 and all inventory, personal property bank accounts and other assets of the business conducted thereon;

(3) A one-half (½) interest in Membership Interest of the Company and all assets of the Company.

10. On or about April 1, 2009, Ramesh and Vidhya did purchase property known as 18397 Highway 72E, Clinton, South Carolina 29325, Tax Map number 636-00-00-037. A description of such property is shown on Exhibit "A" attached hereto and incorporated herein by reference ("Residence").

11. Title to the Residence was put in the name of the Hardik because, at the time of the acquisition, neither Ramesh nor Vidhya had been granted a designation as a permanent resident ("a green card") and were not citizens of the United States, and it would be difficult for them to obtain a loan to help with the purchase the Residence.

12. Title to the Residence was put in Hardik's name solely as an administrative convenience and to be held in trust by Hardik for the benefit of Ramesh and Vidhya, with the agreement and understanding that title to the Residence would be put in the name of Ramesh and Vidhya upon request.

13. All funds used for the purchase of the Residence and, payments made on any encumbrance affecting the Residence, were paid by Ramesh and Vidhya.

14. Since its acquisition, the Residence has been used and occupied by Ramesh, until his death, and Vidhya, as their domicile and primary residence. At no time has Hardik attempted to exercise any control regarding the use and occupancy of the Residence.

15. Since its acquisition, Ramesh and Vidhya made substantial changes and improvements to the Residence, all from their own funds, and with no input or contribution from Hardik.

16. At all times, the Plaintiffs and the Defendants have acknowledged that the Residence was, in fact, the property of Ramesh and Vidhya and that title was placed in name of Hardik in trust and solely for administrative convenience.

17. On June, 2007, Ramesh negotiated with the owner of the convenience store located at 19267 Highway 72E, Clinton, SC 29325 ("Cstore") to lease and operate the business of the Cstore.

18. A lease was signed regarding the Cstore in the name of Company and Anal was designated as the sole manager of the Company.

19. The designation of Anal as the sole member of the Company was for administrative convenience with the understanding that the membership interest would be held in trust by Anal for the benefit of Ramesh and Vidhya and with the agreement and understanding that title to the Company would be put in the name of Ramesh and Vidhya upon request.

20. All funds used in connection with the acquisition and operation of the Cstore were provided by Ramesh and Vidhya and no funds were provided by Anal or Hardik. It was the express intent of Ramesh and Vidhya that the membership interest in Company was not to be a gift to Anal or for Anal to gain any benefit from owning such membership interest, but that Anal would hold the membership interest and all assets of the Company for the benefit of Ramesh and Vidhya.

21. At no time during the lease of the Cstore did Anal or Hardik in any way contribute to the Cstore or its operation and management and only came to the Cstore on limited occasions.

22. On or about May 24, 2012, the lease for the Cstore was terminated and the Cstore and all of its real estate regarding the Cstore and all of the inventory, improvements and other assets of the Cstore were transferred to Company.

23. The real estate owned by Company is more particularly described on Exhibit "B" attached hereto and incorporated hereby reference.

24. All of the funds necessary to purchase by Company of the Cstore were provided from the assets of Company and additionally funds supplied by Ramesh and Vidhya, either their own personal funds or funds which were loaned to them by friends and relatives for which they were obligated to repay.

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25. Because Ramesh and Vidhya had not received green cards, it was agreed that Company would own title to the Cstore and its assets with the understanding that the membership interest owned by Anal would be solely for the benefit of Ramesh and Vidhya. All funds used to acquire the real estate and other assets of the Cstore were obtained from funds of the Company and additional funds supplied by Ramesh and Vidhya.

26. It was agreed that the membership interest in the Company would continue to be held by Anal for the benefit as agent for and trustee for the benefit Ramesh and Vidhya.

27. Since the time of the acquisition of the Cstore until the death of Ramesh, Ramesh and Vidhya worked at and operated the Cstore. Ramesh and Vidhya made all decisions regarding the management and operation of the Cstore, including but not limited to hiring, scheduling and termination of all employees, purchasing inventory and setting prices for the inventory to be sold to customers of the Cstore, negotiating with vendors, negotiating with jobbers to supply gas to the Cstore, receiving and disbursing all funds from the Cstore , making deposits, compiling all of the information to complete tax returns, handling all of the banking operations and paying of bills and obligations, and generally handling any and all decisions regarding the management and operation of the Cstore.

28. At no time did Anal or Hardik become involved in any aspect regarding the operation of the Cstore and only came to the Cstore on limited occasions and usually just to obtain gas.

29. After the death of Ramesh, at the request of Vidhya, Hardik did begin communicating with the accountant for the Company for the limited purpose of assisting in the preparation of various tax returns. At no time did Hardik or Anal become involved in the management or operation of the Cstore after the death of Ramesh.

30. In October 2018, Hardik and Anal removed Vidhya as the right to deposit and withdraw money from the Company bank accounts or otherwise deal with the assets of the Cstore and essentially told Vidhya that she was no longer involved in the management of the business, but she could continue to work as an employee.

31. On or about January 1, 2019, Hardik, apparently acting as agent of the Company, terminated the employment of Vidhya by the Company and the Cstore.

32. The Plaintiffs are informed and belief that the Hardik and Anal have converted funds held by the Company in an amount of at least $90,000.00 to their own use and benefit and have also transferred assets of the Company to other companies which Anal or Hardik own or control.

33. Demand has been made upon Hardik that he transfer one-half ownership of the Residence to Vidhya and one-half interest in the Residence to the Estate of Ramesh. This demand has been refused by Hardik.

34. Demand has been made upon Anal that she transfer the membership interest

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in the Company, one-half to Vidhya and one-half to the Estate of Ramesh and that she account for all assets of the Cstore. This demand has been refused.

35. This action is instituted by Vidhya, individually, and as co-personal representative of the Estate of Ramesh.

36. This action is instituted by Darshak, individually, and as co-personal representative of the Estate of Ramesh.

FIRST CAUSE OF ACTION
(Express Trust)

37. Each and every allegation set forth above is incorporated herein by reference.

38. The agreement between Ramesh, Vidhya and Hardik, and the actions and conduct of the parties, clearly show that Hardik only owned the Residence as an agent and trustee for the benefit of Ramesh and Vidhya, and not for his own personal benefit.

39. The agreement between Ramesh, Vidhya, Anal and Hardik, and the actions and conduct fo the parties , clearly show that the membership interest in the Company and all assets of the Company were held by Anal, solely as an agent and trustee for the benefit of the benefit of Ramesh and Vidhya.

SECOND CAUSE OF ACTION
(Resulting Trust as to Residence)

40. Each and every allegation set forth above is incorporated herein by reference.

41. The allegations set forth above clearly show that Ramesh and Vidhya paid all of the purchase price regarding the Residence and that they, from their own assets, have repaired and improved the Property.

42. The Plaintiffs are entitled to an Order from the Court declaring that there is a resulting trust under the terms of which Hardik holds title to the Residence in trust for the benefit of Ramesh and Vidhya.

THIRD CAUSE OF ACTION
(Resulting Trust Regarding C Store)

43. Each and every allegation set forth above is incorporated herein by reference.

44. The facts as set forth show all of the contributions for the purchase and profits generated by the Cstore were made by Ramesh and Vidhya who have always managed

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and operated the Cstore.

45. The Plaintiffs are entitled to an Order from the Court declaring that there is a resulting trust under the terms of which Anal holds the membership interest in the Company and all assets of the Company in trust for the benefit of Ramesh and Vidhya.

FOURTH CAUSE OF ACTION
(Constructive Trust Regarding Residence)

46. Each and every allegation set forth above is incorporated herein by reference.

47. The allegations set forth above clearly show that Ramesh and Vidhya paid all of the purchase price regarding the Residence and that they, from their own assets, have repaired and improved the Property and none paid or provided by Hardik. Equity demands that title to the Residence be vested in Ramesh and Vidhya.

48. The Plaintiffs are entitled to an Order from the Court declaring that there is a constructive trust under the terms of which Hardik holds title to the Residence in trust for the benefit of Ramesh and Vidhya.

FIFTH CAUSE OF ACTION
(Constructive Trust Regarding Cstore)

49. Each and every allegation set forth above is incorporated herein by reference.

50. The facts as set forth show all of the contributions for the purchase and profits generated by the Cstore were made by Ramesh and Vidhya who have always managed and operated the Cstore and none paid or provided by Anal. Equity demands that title to the membership interest in the Company and all of its assets be vested in Ramesh and Vidhya.

51. The Plaintiffs are entitled to an Order from the Court declaring that there is a constructive trust under the terms of which Anal holds the membership interest in the Company and all assets of the Company in trust for the benefit of Ramesh and Vidhya.

SIXTH CAUSE OF ACTION
(Breach of Fiduciary Duties)

52. Each and every allegation set forth above is incorporated herein by reference.

53. Hardik has breached his fiduciary duties. Specifically, Hardik has failed and refused to transfer title to the Residence as required as a fiduciary.

54. Anal has breached her fiduciary duties. Specifically Anal has failed and refused to transfer the membership interest and the assets of the Company to its rightful owners.

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55. The actions and conduct of Hardik and Anal constitute fraud, abuse of confidence, bad faith and violation of fiduciary duty.

56. The Plaintiffs are entitled to a Judgment against Hardik and Anal declaring that they have breached their fiduciary duties, requiring them to transfer the Residence and the Cstore to their rightful owners and a Judgment for any and all damages that the Plaintiffs have sustained as a result of actions and conduct of Anal and Hardik.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment)

57. Each and every allegation set forth above is incorporated herein by reference.

58. The actions and conduct of Anal and Hardik as set forth above clearly show that they would be unjustly enriched if they were allowed to keep and retain membership of the Residence and the assets of the Company.

59. The Plaintiffs are entitled of an Order from the Court requiring Anal and Hardik to divest themselves of any all assets that they have acquired for which they have been unjustly enriched.

EIGHT CAUSE OF ACTION
(Fraud)

60. Each and every allegation set forth above is incorporated herein by reference.

61. The statements and actions of the Defendants as set forth above were: (a) material, false and fraudulent when made or taken by the Defendants; (b) known by the Defendants to be false and material; (c) made with the intent that Vidhya rely thereon; (d) made with the knowledge that the Plaintiffs, or either of them, were relying on such statements and actions; (e) were reasonably relied upon by Vidhya; and (f) and resulted in the losses and damages as set forth in this Complaint.

62. The actions and conduct of Hardik and Anal as set froth above are intentional and willful acts and conduct and constitute fraud, theft, conversion and reckless disregard of their duties and obligations to the Plaintiffs.

63. The Plaintiffs are entitled to a Judgment against Hardik and Anal for any and all damages that the Plaintiffs have sustained as a result of actions and conduct of Anal and Hardik and an award of punitive damages.

WHEREFORE, the Plaintiffs, having set forth their case, demand the following relief:

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1. An Order of the Court declaring that an express trust exists between the Plaintiffs and Hardik R. Patel regarding title to the Residence and directing Hardik to transfer title to the Residence in compliance with such trust.

2. An Order of the Court declaring that Anal Patel holds the membership interest in the Company, and all of its assets, in trust, for the benefit of the Plaintiffs, and directing Anal Patel to transfer her interest in the Company in compliance with such membership.

3. Alternatively, the Court declare that Hardik R. Patel owns title to the Residence as trustee of a resulting trust for the benefit of the Plaintiffs and directing that Hardik R. Patel transfer title to the Residence in accordance with his obligations under the resulting trust.

4. Alternatively, the Court declare that Anal Patel owns title to the membership interest and all of the assets of the Company as trustee of a resulting trust for the benefit of the Plaintiffs and directing that Anal Patel transfer title to the Company in accordance with her obligations under the resulting trust.

5. Alternatively, the Court declare that Hardik R. Patel owns title to the Residence as trustee of a constructive trust for the benefit of the Plaintiffs and directing that Hardik R. Patel transfer title to the Residence in accordance with his obligations under the constructive trust.

6. Alternatively, the Court declare that Anal Patel owns title to the membership interest and all of the assets of the Company as trustee of a constructive trust for the benefit of the Plaintiffs and directing that Anal Patel transfer title to the Company in accordance with her obligations under the constructive trust.

7. The Court declare that Hardik R. Patel and Anal Patel have breached their fiduciary duties and requiring them to reimburse the Plaintiffs for any and all damages that they have sustained.

8. The Court declare that Hardik R. Patel and Anal Patel have been unjustly enriched by their actions and conduct and enter a Judgment for any and all damages the Plaintiffs have sustained as a result of this unjust enrichment.

9. The Court enter judgment in favor the Plaintiffs against Hardik R. Patel and Anal Patel for their fraudulent activities and for any and all damages the Plaintiffs have sustained and an award of punitive damages.

10. For or such other and further relief as the Court may deem just and proper.

SAMUEL M. PRICE, JR.,
Attorney for, Co-Personal
Representatives of the Estate of
Rameshchandra Prabhudas Patel

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STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

Verification

Personally appeared before me Vidhyaben R. Patel, who, being duly sworn, deposes and say that she is one the plaintiffs in the foregoing action; that she has read the foregoing Complaint and that all facts contained therein are true of her own personal knowledge, except as to those matters alleged upon information and belief, and that as to those matters , they believes them to be true.

SWORN to before me this
20th day of February, 2019.

Notary Public for South Carolina
My Commission expires 30 October 2022

V. R. Patel

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STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

Verification

Personally appeared before me Darshak Kumar Patel, who, being duly sworn, deposes and say that he is one the plaintiffs in the foregoing action; that he has read the foregoing Complaint and that all facts contained therein are true of his own personal knowledge, except as to those matters alleged upon information and belief, and that as to those matters, he believes them to be true.

SWORN to before me this
20th day of February, 2019.

Notary Public for South Carolina
My Commission expires 30 OCTOBER 2022

Darshak Patel

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Exhibit A

Property at 18397 Highway 72E Clinton, SC
(Residence)

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, WITH IMPROVEMENTS THEREON, LYING AND BEING ON THE NORTHWEST SIDE OF SOUTH CAROLINA HIGHWAY NO. 72, KNOWN AS THE CALHOUN HIGHWAY, ABOUT ONE HALF MILE NORTHEAST OF THE CORPORATE LIMITS OF THE CITY OF CLINTON, IN HUNTER TOWNSHIP, LAURENS COUNTY, STATE OF SOUTH CAROLINA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTHWEST BY LAND NOW OR FORMERLY OF SMALLWOOD, ONE HUNDRED TEN (110) FEET THEREON; ON THE NORTHEAST BY LAND OF MEECE, TWO HUNDRED FIFTY FIVE (255) FEET, MORE OR LESS, THEREON; ON THE SOUTHEAST BY THE CALHOUN HIGHWAY, THE CENTER OF THE HIGHWAY BEING THE LINE, ONE HUNDRED (100) FEET, MORE OR LESS, THEREON; AND ON THE SOUTHWEST BY LOT OF GAULT, SHOWN AS LOT NO. 12 ON PLAT OF SUBDIVISION HEREINAFTER MENTIONED, TWO HUNDRED FIFTY SEVEN AND FIVE TENTHS (257.5) FEET, MORE OR LESS, THEREON. THE LOT OF LAND ABOVE DESCRIBED AND HEREBY CONVEYED IN LOT NO. 13 AS SHOWN, DESIGNATED AND DELINEATED ON PLAT OF SURVEY AND SUBDIVISION OF LOTS MADE BY C.E. DAVENPORT, DATED AUGUST 17, 1957, SUPERVISED AND CHECKED BY J. YOUROSKI, REGISTERED LAND SURVEYOR, AND RECORDED IN PLAT BOOK 11 AT PAGE 218 IN THE OFFICE OF THE CLERK OF COURT FOR LAURENS COUNTY. REFERENCE MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION THEREOF.

LESS HOWEVER, THAT CERTAIN PROPERTY CONVEYED TO SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, BY DEED OF MARK A. SIMMONS AND ELIZABETH P. SIMMONS, DATED SEPTEMBER 23, 1991 AND RECORDED FEBRUARY 12, 1992 IN DEED BOOK 263 AT PAGE 259, RECORDS OF THE CLERK OF COURT FOR LAURENS COUNTY.

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Exhibit B

Property at 19267 Highway 72E Clinton, SC
(Convenience Store)

All that certain piece, parcel or tract of land, lying and being situated in the State of South Carolina, City of Clinton, County of Laurens, being shown on a plat prepared for Thomas Land Company by Lavender, Smith & Associates, Inc., dated April 25, 1998 and recorded September 16, 1998 in the Office of the Clerk of Court for Laurens County, South Carolina in Plat Book A-232, at page 5, and according to said plat, having the following courses and distances, to-wit: Beginning at a concrete monument on South Carolina Interstate Highway 26 right-of-way and running thence N 81-45-33 W 277.89 feet to a point; thence running N 08-30-55 E 233.26 feet to a point; thence S 81-27-35 E 324.81 feet to a 1" pipe; thence running S 28-16-29 E 119.36 feet to a point; thence running S 49-30-57 W 180.47 feet to the point of beginning, and containing 1.85 acres, more or less.

LESS AND EXCEPT: A thirty (30') foot easement parallel to Interstate 26 near the 277.89 foot southern boundary of the subject property, said easement to be granted for ingress and egress from the property now or formerly of Rimer located to the west of the subject property. In addition, subject also to an easement allowing Shelton Rimer to erect a six (6') foot by ten (10') foot sign on the eastern corner of the property. The parties hereto agree that the granting of said easements shall not be unreasonably withheld and that the easements shall be for access to the property by the Rimer, his heirs and assigns, public utility servicing and for any other reasonable uses and access to the property.

Derivation: This being the identical property conveyed to P & P Investment Company, LLC by deed of BI-JC'S, Inc., recorded August 6, 2007 in Book D-844, at page 157, in the Office of the Clerk of Court for Laurens County, South Carolina.

TMS #901-35-01-006

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ELECTRONICALLY FILED - 2019 Mar 22 5:27 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT CASE NO.: 2019- CP-30-0140
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs, vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants, of whom Hardik Patel is, Third-Party Plaintiff, vs. SHRIJI HARI LLC, Third-Party Defendant.	**ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS**

NOW COMES Defendants, Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, by and through the undersigned counsel, files this Answer, Affirmative Defenses, and Counterclaims in response to the Complaint as follows:

FIRST AFFIRMATIVE DEFENSE
(Motion to Dismiss)

Defendant moves the court to dismiss this action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state a claim upon which relief can be granted.

Defendant also moves to dismiss this action pursuant to Rule 12(b)(1) in that jurisdiction over this matter currently exists in the probate court and the statutory procedure for removal to this Court has not been followed.

Defendant also moves to dismiss this action pursuant to Rule 19 in that all parties necessary for resolution of the issues pleaded are not parties to this action, making pursuit of this action in its present form insufficient for full adjudication of the issues presented herein.

SECOND AFFIRMATIVE DEFENSE
(Laches)

Plaintiffs' claims are barred by laches, as Plaintiffs' suit is brought beyond an equitable period of time and is prejudicial to the Defendants.

THIRD AFFIRMATIVE DEFENSE
(Unclean Hands)

To the extent that the Plaintiffs complain that Defendants' actions were the cause of their loss, its claims are subject to dismissal under the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE
(Estoppel)

The claims asserted against the Defendants are barred, in whole or in part, by the doctrine of estoppel and/or waiver.

FIFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

The Defendants are informed and believe, and therefore allege that the Plaintiffs have failed to mitigate their damages and their claims and causes of action are or should be barred.

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SIXTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

Plaintiffs' claims are barred, in whole or in part, by the relevant statutes of limitations.

SEVENTH AFFIRMATIVE DEFENSE

Defendants' alleged contract between Plaintiffs and Defendants, which is expressly denied by Defendants, fails and is unenforceable for lack of consideration.

EIGHTH AFFIRMATIVE DEFENSE

Defendants' alleged oral contract between Plaintiffs and Defendants, which is expressly denied by Defendants is unenforceable for lack of mutual assent and indefiniteness of terms.

RESERVATION OF DEFENSES

Defendants expressly reserve any additional and further defenses as may be revealed throughout the course of discovery in this matter or upon receipt of additional information.

ANSWER SUBJECT TO FORGOING
MOTION TO DISMISS AND AFFIRMATIVE DEFENSES

1. The allegations contained in Paragraph 1 are admitted.

2. The allegations contained in Paragraph 2 are admitted.

3. The allegations contained in Paragraph 3 are admitted.

4. The allegations contained in Paragraph 4 are admitted.

5. The allegations contained in Paragraph 5 are admitted.

6. The allegations contained in Paragraph 6 are admitted.

7. The allegations contained in Paragraph 7 are admitted.

8. The allegations contained in Paragraph 8 are admitted.

9. The allegations contained in Paragraph 9 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

10. It is admitted that a copy of the legal description for the Residence owned by the Defendant Hardik is attached to the Complaint as Exhibit A. Except as expressly admitted, the remaining allegations in Paragraph 10 are denied.

11. It is admitted that Hardik Patel owns legal title to the Residence. Except as expressly admitted, the remaining allegations in Paragraph 11 are denied.

12. The allegations contained in Paragraph 12 are denied.

13. The allegations in Paragraph 13 are denied.

14. It is admitted that Hardik Patel has allowed Ramesh and Vidhya to live in the Residence. No rent has been charged and Defendants have paid all utilities for the occupancy of the residence by Ramesh and Vidhya. Except as expressly admitted, the remaining allegations in Paragraph 14 are denied.

15. The allegations in Paragraph 15 are denied.

16. The allegations in Paragraph 16 are denied.

17. The allegations in Paragraph 17 are admitted.

18. It is admitted that Anal is and always has been the sole member and manager of the Company and signed a lease for the Convenience store on behalf of the Company. Except as expressly admitted, the remaining allegations in Paragraph 18 are denied.

19. The allegations in Paragraph 19 are denied.

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20. The allegations in paragraph 20 are denied.

21. The allegations in Paragraph 21 are denied.

22. It is admitted that on or about May 24, 2012, the Company purchased the Convenience store after leasing it for five (5) years. Except as expressly admitted, the remaining allegations in Paragraph 22 are denied.

23. The allegations in Paragraph 23 are admitted.

24. The allegations in Paragraph 24 are denied.

25. The allegation in Paragraph 25 are denied.

26. The allegations in Paragraph 26 are denied.

27. It is admitted that Ramesh and Vidhya were employees of the Company. Except as expressly admitted, the remaining allegations in Paragraph 27 are denied.

28. The allegations in Paragraph 28 are denied.

29. It is admitted that Hardik communicated with the accountant for the Company and has done so since the Company was formed. Except as expressly admitted, the remaining allegations in Paragraph 29 are denied.

30. It is admitted that Anal revoked Vidhya's signing authority from the Company bank accounts and Vidhya remained an employee of the Company in October 2018. Except as expressly admitted, the remaining allegations in Paragraph 30 are denied.

31. It is admitted that on or about January 1, 2019, Vidhya's employment with the Company was terminated. Except as expressly admitted, the remaining allegations in Paragraph 31 are denied.

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32. The allegations in Paragraph 32 are denied.

33. The allegations in Paragraph 33 are admitted.

34. The allegations in Paragraph 34 are denied.

35. The allegations in Paragraph 35 are admitted.

36. The allegations in Paragraph 36 are admitted.

37. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 36 of the Complaint.

38. The allegations contained in Paragraph 38 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

39. The allegations contained in Paragraph 39 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied

40. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 39 of the Complaint.

41. The allegations in Paragraph 41 are denied.

42. The allegations contained in Paragraph 42 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

43. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 42 of the Complaint.

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44. The allegations in Paragraph 44 are denied.

45. The allegations contained in Paragraph 45 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

46. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 45 of the Complaint.

47. The allegations contained in Paragraph 47 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

48. The allegations contained in Paragraph 58 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

49. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 48 of the Complaint.

50. The allegations contained in Paragraph 50 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

51. The allegations contained in Paragraph 51 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

52. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 52 of the Complaint.

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53. The allegations contained in Paragraph 53 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

54. The allegations contained in Paragraph 54 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

55. The allegations contained in Paragraph 55 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

56. The allegations contained in Paragraph 56 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

57. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 57 of the Complaint.

58. The allegations contained in Paragraph 58 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

59. The allegations contained in Paragraph 59 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

60. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 60 of the Complaint.

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61. The allegations contained in Paragraph 61 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

62. The allegations contained in Paragraph 62 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

63. The allegations contained in Paragraph 63 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

Each and every allegation of the complaint not expressly admitted herein is denied and strict proof thereof is demanded.

COUNTERCLAIMS

As a further affirmative defense by all defendants and as a counterclaim against Plaintiffs, and third-party action against the third-party defendant, Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, allege and say as follows:

PARTIES, JURISDICTION AND VENUE

1. Hardik R. Patel ("Hardik") is a citizen and resident of York County, South Carolina.

2. Anal H. Patel ("Anal") is a citizen and resident of York County, South Carolina.

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3. AAHARVID, LLC (the "Company") is a South Carolina limited liability company with its principal place of business in South Carolina. Anal is the sole member and manager of the Company.

4. Upon information and belief, Vidhyaben R. Patel ("Vidhya") is a citizen and resident of Laurens County, South Carolina.

5. Upon information and belief, Darshak Kumar Patel ("Darshak") is a citizen and resident of Laurens County, South Carolina. Defendants are informed and believe that Darshak resides in different places from time to time but that his permanent residence is in Laurens County.

6. This Honorable Court has jurisdiction over the counterclaims contained herein and venue is proper in Laurens County pursuant to, without limitation, S.C. Code Ann. §15-7-10 in that the real property is located within Laurens County, South Carolina.

FACTUAL ALLEGATAIONS

7. Hardik and Darshak are the children of Vidhya and the deceased, Rameshchandra Prabhudas Patel ("Ramesh"). Hardik is married to Anal.

8. On April 1, 2009, Hardik Patel purchased the real property located 18397 Highway 72E, Clinton, South Carolina 29325 (the "Residence"), tax map number 636-00-00-037 for $39,500. A copy of the deed for the Residence transferring title from Federal Home Loan Mortgage Corporation to Hardik is attached hereto as **Exhibit A** and incorporated herein by reference.

9. Hardik financed his purchase of the Residence with a personal loan from BB&T Bank in the amount of $31,600. BB&T took a first mortgage on the property.

10. After purchasing the Residence, Hardik has at all times paid the mortgage, property taxes, and electric utility bills for the Residence.

11. Hardik made substantial renovations and improvements to the Residence using his own personal labor and funds from Anal's account. Hardik, with the assistance of two laborers, built a front and back deck, renovated the bathrooms, and installed new bathtub, sink, and flooring in the Residence.

12. Prior to moving to their current address, Hardik and Anal lived with Vidhya and Ramesh at the Residence from the end of 2009 until 2011.

13. After moving, Hardik allowed his parents to continue live in the Residence while he paid the mortgage, property taxes, and electric bills. Since Ramesh's death, Hardik has continued to allow Vidhya to live in the Residence while he pays the mortgage, utilities, and property taxes.

14. At no time prior to his death did Ramesh ever assert any ownership in the Residence or request Hardik hold the Residence in trust for Vidhya and himself.

15. At no time prior to his death, including after being granted permanent resident status in 2013, did Ramesh ever request Hardik to transfer the Residence to Vidhya or himself.

16. Hardik purchased the Residence for himself as an investment and has never promised or agreed to transfer the Residence to Ramesh or Vidhya upon request.

17. On or about June 8, 2007, Anal organized AAHARVID, LLC as a South Carolina limited Company by filing Articles of Organization with the Secretary of State. Anal is and has always been the sole member and manager of the Company.

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18. On May 24, 2012, the Company purchased the convenience store and real property located at 19267 72E Clinton, SC 29325, tax map number 901-35-01-006 (the "Convenience store") for the purchase price of $475,000. A copy of the deed for the Convenience store transferring title from P & P Investment Company, LLC to AAHARVID, LLC is attached hereto as **Exhibit B** and incorporated herein by reference.

19. Anal obtained a loan in the amount of $385,000 from BB&T Bank for the Company to purchase the Convenience store. BB&T Bank financed the Company's purchase of the Convenience store and took a first mortgage on the property.

20. In order approve this loan, BB&T Bank required a personal guarantee from Anal as the sole Member of the company and from her husband, Hardik.

21. Anal and Hardik are all jointly and severally liable for repayment of the BB&T Bank loan and mortgage as Guarantors. There are no other Guarantors of the BB&T Bank loan.

22. Anal has consistently represented numerous times under oath that she is the sole Member and Manager of the Company, including the BB&T Bank loan application to purchase the Convenience store and Company tax returns.

23. Since the date of formation, Anal has paid all taxes on the profits of the Company.

24. Anal has always believed the entire membership interest in the Company is her personal property and has never promised or agreed to any understanding to the contrary.

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25. From the date of organization, Anal has kept the Company in good standing, maintained all licenses, applied for financing to purchase the Convenience store, made all mortgage payments, and has filed and paid all Company taxes.

26. Since purchasing the Convenience store, Anal has been responsible for the Convenience store finances and operations, including but not limited to: applying for licenses, dealing with distributors, and hiring and paying employees, dealing with lottery officers, and dealing with DHEC officials.

27. Prior to his death, Ramesh was a skilled businessman. In addition to being responsible for the onsite operations of the Convenience store as a W-2 employee of the Company, Ramesh was involved in buying and selling other businesses in his personal name, including the purchase of Travelodge by Wyndham hotel, in which he owned a 25% ownership interest as the Managing Member of Shriji Hari, LLC. Furthermore, Ramesh also served as President of the Charlotte Swaminarayan Mandir Vadtal Dham.

28. Anal had a great personal and business relationship with her father-in-law. Anal and Hardik both talked to Ramesh on average five (5) times per week regarding management of the Convenience store business; however, neither Ramesh nor Vidhya were involved in any decision making regarding the Convenience store or the Company.

29. Anal and Hardik sponsored Ramesh and Vidhya when they applied for permanent residence status in the United States and Anal assisted Ramesh complete the immigration paperwork. On information and belief, while applying for permanent

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residence, Ramesh and Vidhya had H1B visa status (or legal work permit) and could legally own property in the United States.

30. At no time prior to his death did Ramesh ever assert any ownership in the Company or request Anal to hold the Company membership interest in trust for Vidhya or himself.

31. At no time prior to his death, including after being granted permanent resident status in 2013, did Ramesh ever request Anal to transfer the assets of the Convenience store or Company membership interest to Vidhya or himself.

32. Vidhya was employed by the Company until January 2019 and worked at the Convenience store as a store clerk, whose duties primarily involved handling customer transactions. Vidhya was never given permission to work as manager and has never been involved in the management of the Convenience store. Vidhya received a W-2 by the Company for her salary as cashier.

33. On several occasions, Vidhya was caught on camera via surveillance footage taking entire rolls of lottery tickets from behind the counter and putting them in her bag before leaving the store without paying for them. These lottery tickets were intended to be sold to customers. On information and belief, a criminal investigation has been ongoing since the time Vidhya's theft was discovered but no criminal charges have yet been filed against Vidhya.

34. On at least one occasion, Vidhya cashed a whole roll of lottery tickets at Aaharvid LLC and converted the proceeds for her personal use. Upon information and belief,

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Vidhya took the lottery tickets to another convenience store to cash them in and retained the proceeds.

35. After reviewing the surveillance footage and discovering her theft of Company property. Hardik, acting as an authorized agent of the Company, terminated Vidhya's employment with the Company on January 1, 2019.

36. Ramesh died and on June 29, 2017 and Vidhya and Darshak were appointed Co-Personal Representatives of the estate of Ramesh (the "Estate") on or about February 15, 2018.

37. Upon his death, Ramesh owned a 25% membership interest in SHRIJI HARI, LLC, which owned and operated the Travelodge by Wyndham hotel, located at 3783 W Palmetto Street, Florence, SC 29501 (the "Hotel").

38. Ramesh died without a will. Therefore, pursuant to South Carolina intestate succession, Vidhya should receive one-half (1/2) of the intestate estate assets, and Hardik and Darshak should each receive a one-fourth (1/4) share.

39. Upon information and belief, on or about November 24, 2017 Vidhya and Darshak distributed Ramesh's entire ownership interest in the Hotel from the Estate of Ramesh to Vidhya individually. At this time, Vidhya and Darshak had not even filed an inventory of assets for the Estate of Ramesh. Upon information and belief Ramesh's one fourth (1/4) ownership of the Hotel is worth approximately $200,000.

40. The distribution of the Hotel from the Estate of Ramesh to Vidhya exceeds her one-half (1/2) share of estate assets.

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FIRST CAUSE OF ACTION
(Declaratory Judgment)

41. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

42. There exists an actual controversy among the parties as to the ownership of the Residence and the membership of the Company.

43. Entry of declaratory relief requested herein would resolve the controversy giving rise to this proceeding.

44. Upon information and belief, the declaratory relief requested herein would not prejudice the rights of persons not party to the proceedings.

45. Defendants jointly request that the Court enter an order finding each of the following:

    (a) That Hardik Patel is the legal owner of the Residence in fee simple.

    (b) That the Company and all assets of the Convenience store are owned by Anal Patel as her personal property.

SECOND CAUSE OF ACTION
(Conversion)

46. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

47. The lottery tickets were property of the Company and, as such, Company is entitled to the proceeds thereof.

48. The allegations set forth show that Vidhya has wrongfully profited from the unauthorized appropriation, to her exclusive use, of the proceeds belonging to the Company.

49. Vidhya's conversion resulted in substantial and continuous damage to the Defendants.

50. Accordingly, Defendants are entitled to relief and respectfully request an Order from the Court directing that Plaintiff Vidhya make restitution to Defendants of their lawful interest in all proceeds thereof, misappropriated by Vidhya.

THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty as Personal Representative)

51. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

52. As Co-Personal Representatives, Vidhya and Darshak owe a fiduciary duty to all beneficiaries of the estate and must use the authority conferred upon them as Co-Personal Representatives to settle and distribute the estate consistent with the South Carolina Probate Code.

53. Upon information and belief, Vidhya and Darshak have made inequitable distributions of assets of the Estate of Ramesh to Vidhya to the detriment of Hardik.

54. Vidhya, with the assistance and cooperation of Darshak did upon information and belief violate her fiduciary duties and duty of loyalty by accepting from SHRIJI HARI LLC what was represented to be the entire ownership interest of Ramesh in SHRIJI HARI LLC, when such interest was owned exclusively by the Estate of Ramesh, and

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on information and belief, making distributions of the Hotel to herself to the detriment of Hardik and contrary to the South Carolina Probate Code.

55. Vidhya's breach resulted in substantial and continuous damage to Hardik. Vidhya is liable to Defendant Hardik for loss resulting from breach of her fiduciary duty.

56. As such, Vidhya and Darshak breached their fiduciary duties as Co-Personal Representatives by failing to act in the best interests of the estate beneficiaries.

57. Hardik is entitled to a Judgment against Vidhya and Darshak declaring that they breached their fiduciary duties, requiring them to transfer Ramesh's interest in the Hotel to the rightful owners and a Judgment for any and all damages that Hardik has sustained as a result of actions and conduct of Vidhya and Darshak.

FOURTH CAUSE OF ACTION
Counterclaim against Plaintiffs and Third-Party action Hardik v. Vidhya and Darshak in re: SHRIJI HARI LLC
(Membership Interest in Hotel)

58. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

59. At the time of his death, Ramesh owned one-fourth membership interest in SHRIJI HARI LLC, which owns and operates commercial real estate.

60. On information and belief, Plaintiff Vidhya orchestrated a conversion of the interests of Estate of Ramesh in SHRIJI HARI LLC by converting the ownership by the Estate of Ramesh to its membership interest in SHRIJI HARI LLC. Plaintiff Vidhya executed a document entitled "Amendments to Operating Agreement of SHRIJI HARI LLC" on or about November 27, 2017 which purported to transfer ownership

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of Ramesh's membership interest in SHRIJI HARI LLC to Plaintiff Vidya in her individual capacity.

61. On information and belief, the manipulation of the membership interest of Estate of Ramesh in SHRIJI HARI LLC were taken by Plaintiff Vidya, *inter alia* for the purpose of depriving Defendant Hardik, as son of the deceased, of his lawful right to receive his statutory share of Ramesh's membership interest in SHRIJI HARI LLC from the Estate of Ramesh, in accordance with to South Carolina Code of Laws § 62-2-103(1).

62. Defendant Hardik has demanded the return to the estate of the interest of Estate of Ramesh to the Estate, but Vidyha and Darshak have failed and refused to return the membership interest to the Estate of Ramesh.

63. Defendant Hardik has sustained actual and consequential damages as a result of the attempted conversion by SHRIJI HARI LLC of the membership interest owned by Ramesh Patel at the time of his death, including attorney's fees and costs and is entitled to recover actual and consequential damages, including attorney's fees and costs, against Plaintiffs Vidhya Darshak.

64. On information and belief, the actions of Plaintiff Vidhya in converting the membership interest of Estate of Ramesh to herself was intentional, reckless, willful and wanton, entitling the Defendant Hardik to an aware of punitive damages against Plaintiff Vidyha.

WHEREFORE, Defendants respectfully pray the court as follows:

1. That the Plaintiffs' Complaint be dismissed, and that Plaintiffs have and recover nothing from Hardik R. Patel, Anal H. Patel and AAHARVID, LLC;

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2. That the Court enter Declaratory Judgment in favor of Hardik R. Patel, finding that Hardik R. Patel is the sole owner of the Residence in fee simple;

3. That the Court enter Declaratory Judgment in favor of Anal H. Patel, finding that Anal H. Patel is the sole owner of the Company;

4. That the Court declare that Vidhyaben R. Patel and Darshak Kumar Patel have breached their fiduciary duties as Co-Personal Representative of the Estate of Rameshchanda Prabhudas and awarding actual and consequential damages against both in favor of Hardik R. Patel for all damages that he has sustained;

5. That the Court declare that Vidhyaben R. Patel converted assets of AAHARVID, LLC for her personal benefit and enter a Judgment against her for any and all damages the Defendants have sustained as a result of this conversion;

6. Declare that the Estate of Ramesh Patel retains ownership and control of Ramesh Patel's membership interest in SHRIJI HARI LLC, and awarding actual and consequential damages to Defendant Hardik Patel for its attempted misappropriation of his interest in the membership interest of Ramesh Patel in SHRIJI HARI LLC.

7. That the Court Order judgment in favor of the Defendants, in whole or in part.

8. Order that the Plaintiffs reimburse Defendants for expenses and fees related to the Defense of this action; and

9. Order for such other and further relief as this Court may deem just and proper.

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Respectfully submitted,

s/ Thomas C. Jeter III
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ATTORNEYS FOR THE DEFENDANTS

March 22, 2019

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LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: ROSLYN JOHNSON CLERK
BK: D 1070
PG: 120 - 123

FILE #12-24751

LAURENS CO ASSESSORS OFFICE
TMS:
901-35-01-006

Exhibit B

STATE OF SOUTH CAROLINA,

COUNTY OF LAURENS,

TITLE TO REAL ESTATE

2012005068
DEED
RECORDING FEES $10.00
STATE TAX $1235.00
COUNTY TAX $522.50
PRESENTED & RECORDED:
05-29-2012 12:12 PM

KNOW ALL MEN BY THESE PRESENTS,

P & P INVESTMENT COMPANY, LLC

hereinafter referred to as Grantor(s) in the State aforesaid in consideration of the sum of Five and No/100 ($5.00) Dollars, and other valuable consideration, to the grantor(s) in hand paid at and before the sealing of these presents by

AAHARVID, LLC

the grantee(s) (the receipt whereof of is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain sell and release unto the said:

AAHARVID, LLC, ITS SUCCESSORS, HEIRS AND ASSIGNS FOREVER:

All that certain piece, parcel or tract of land, lying and being situated in the State of South Carolina, City of Clinton, County of Laurens, being shown on a plat prepared for Thomas Land Company by Lavender, Smith & Associates, Inc., dated April 25, 1998 and recorded September 16, 1998 in the Office of the Clerk of Court for Laurens County, South Carolina in Plat Book A-232, at page 5, and according to said plat, having the following courses and distances, to-wit: Beginning at a concrete monument on South Carolina Interstate Highway 26 right-of-way and running thence N 81-45-33 W 277.89 feet to a point; thence running N 08-30-55 E 233.26 feet to a point; thence S 81-27-35 E 324.81 feet to a 1" pipe; thence running S 28-16-29 E 119.36 feet to a point; thence running S 49-30-57 W 180.47 feet to the point of beginning, and containing 1.85 acres, more or less.

LESS AND EXCEPT: A thirty (30') foot easement parallel to Interstate 26 near the 277.89 foot southern boundary of the subject property, said easement to be granted for ingress and egress from the property now or formerly of Rimer located to the west of the subject property. In addition, subject also to an easement allowing Shelton Rimer to erect a six (6') foot by ten (10') foot sign on the eastern corner of the property. The parties hereto agree that the granting of said easements shall not be unreasonably withheld and that the easements shall be for access to the property by the Rimer, his heirs and assigns, public utility servicing and for any other reasonable uses and access to the property.

Derivation: This being the identical property conveyed to P & P Investment Company, LLC by deed of BI-JC'S, Inc., recorded August 6, 2007 in Book D-844, at page 157, in the Office of the Clerk of Court for Laurens County, South Carolina.

TMS #901-35-01-006

The above described property is subject to existing easements and restrictions of record.

GRANTEE'S ADDRESS: 18397 HWY 72 E
Clinton SC 29325

05/30/2012	1070	120	Sally B Lancaster
DATE	BOOK	PAGE	AUDITOR

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TOGETHER with all the Singular 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 said Premises before mentioned, unto the grantee(s) hereinabove named and the grantee(s) Successors, Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Successors, Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns against the grantor(s) and the grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantors hand(s) and seal(s) this 24th day of May in the year of our Lord Two Thousand Twelve, and in the two hundred and thirty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

P & P Investment Company, LLC

_____(SEAL)

By:

Its: MGR President

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PERSONALLY appeared before me the below signed witness and made oath that s/he saw the above named grantor(s) deliver the within written deed, that s/he, with the below signed Notary Public witnessed the execution thereof.

SWORN to before me, this 24th day of May, 2012.

_____(L.S.)

Notary Public of South Carolina
My Commission Expires: 2/1/16

STATE OF SOUTH CAROLINA)

COUNTY OF LAURENS)

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 located at 1.85 acres, more or less, , bearing Laurens County Tax Map Number #901-35-01-006 by P & P Investment Company, LLC to AAHARVID, LLC on May 24, 2012.

3. Check one of the following: The deed is

(a) X 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 (See Information section of affidavit): _____ (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 (See Information section of this Affidavit):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 475,000.00 .

(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 X 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:

(a)	Place the amount listed in item 4 above here:	$475,000.00
(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	$475,000.00

7. The deed recording fee due is based on the amount listed on Line 6 (c) above and the deed recording fee due is: $1,757.50 .

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.

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9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon convection, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

P & P Investment Company, Inc.

By:
Its:

SWORN to before me this
24th day of May, 2012.

Notary Public for South Carolina
My commission expires: 2/1/16

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ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs, vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants, of whom Hardik Patel is, Third-Party Plaintiff, vs. SHRIJI HARI LLC, Third-Party Defendant.	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT CASE NO.: 2019- CP-30-0140 **FIRST AMENDED** **ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS**

NOW COMES Defendants, Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, by and through the undersigned counsel, files this Answer, Affirmative Defenses, Counterclaims and Third-Party complaint in response to the Complaint as follows:

FIRST AFFIRMATIVE DEFENSE
(Motion to Dismiss)

Defendant moves the court to dismiss this action pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure for failure to state a claim upon which relief can be granted.

Defendant also moves to dismiss this action pursuant to Rule 12(b)(1) in that jurisdiction over this matter currently exists in the probate court and the statutory procedure for removal to this Court has not been followed.

Defendant also moves to dismiss this action pursuant to Rule 19 in that all parties necessary for resolution of the issues pleaded are not parties to this action, making pursuit of this action in its present form insufficient for full adjudication of the issues presented herein.

SECOND AFFIRMATIVE DEFENSE
(Laches)

Plaintiffs' claims are barred by laches, as Plaintiffs' suit is brought beyond an equitable period of time and is prejudicial to the Defendants.

THIRD AFFIRMATIVE DEFENSE
(Unclean Hands)

To the extent that the Plaintiffs complain that Defendants' actions were the cause of their loss, its claims are subject to dismissal under the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE
(Estoppel)

The claims asserted against the Defendants are barred, in whole or in part, by the doctrine of estoppel and/or waiver.

FIFTH AFFIRMATIVE DEFENSE
(Failure to Mitigate Damages)

The Defendants are informed and believe, and therefore allege that the Plaintiffs have failed to mitigate their damages and their claims and causes of action are or should be barred.

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SIXTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

Plaintiffs' claims are barred, in whole or in part, by the relevant statutes of limitations.

SEVENTH AFFIRMATIVE DEFENSE

Defendants' alleged contract between Plaintiffs and Defendants, which is expressly denied by Defendants, fails and is unenforceable for lack of consideration.

EIGHTH AFFIRMATIVE DEFENSE

Defendants' alleged oral contract between Plaintiffs and Defendants, which is expressly denied by Defendants is unenforceable for lack of mutual assent and indefiniteness of terms.

RESERVATION OF DEFENSES

Defendants expressly reserve any additional and further defenses as may be revealed throughout the course of discovery in this matter or upon receipt of additional information.

ANSWER SUBJECT TO FORGOING
MOTION TO DISMISS AND AFFIRMATIVE DEFENSES

1. The allegations contained in Paragraph 1 are admitted.

2. The allegations contained in Paragraph 2 are admitted.

3. The allegations contained in Paragraph 3 are admitted.

4. The allegations contained in Paragraph 4 are admitted.

5. The allegations contained in Paragraph 5 are admitted.

6. The allegations contained in Paragraph 6 are admitted.

7. The allegations contained in Paragraph 7 are admitted.

8. The allegations contained in Paragraph 8 are admitted.

9. The allegations contained in Paragraph 9 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

10. It is admitted that a copy of the legal description for the Residence owned by the Defendant Hardik is attached to the Complaint as Exhibit A. Except as expressly admitted, the remaining allegations in Paragraph 10 are denied.

11. It is admitted that Hardik Patel owns legal title to the Residence. Except as expressly admitted, the remaining allegations in Paragraph 11 are denied.

12. The allegations contained in Paragraph 12 are denied.

13. The allegations in Paragraph 13 are denied.

14. It is admitted that Hardik Patel has allowed Ramesh and Vidhya to live in the Residence. No rent has been charged and Defendants have paid all utilities for the occupancy of the residence by Ramesh and Vidhya. Except as expressly admitted, the remaining allegations in Paragraph 14 are denied.

15. The allegations in Paragraph 15 are denied.

16. The allegations in Paragraph 16 are denied.

17. The allegations in Paragraph 17 are admitted.

18. It is admitted that Anal is and always has been the sole member and manager of the Company and signed a lease for the Convenience store on behalf of the Company. Except as expressly admitted, the remaining allegations in Paragraph 18 are denied.

19. The allegations in Paragraph 19 are denied.

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20. The allegations in paragraph 20 are denied.

21. The allegations in Paragraph 21 are denied.

22. It is admitted that on or about May 24, 2012, the Company purchased the Convenience store after leasing it for five (5) years. Except as expressly admitted, the remaining allegations in Paragraph 22 are denied.

23. The allegations in Paragraph 23 are admitted.

24. The allegations in Paragraph 24 are denied.

25. The allegation in Paragraph 25 are denied.

26. The allegations in Paragraph 26 are denied.

27. It is admitted that Ramesh and Vidhya were employees of the Company. Except as expressly admitted, the remaining allegations in Paragraph 27 are denied.

28. The allegations in Paragraph 28 are denied.

29. It is admitted that Hardik communicated with the accountant for the Company and has done so since the Company was formed. Except as expressly admitted, the remaining allegations in Paragraph 29 are denied.

30. It is admitted that Anal revoked Vidhya's signing authority from the Company bank accounts and Vidhya remained an employee of the Company in October 2018. Except as expressly admitted, the remaining allegations in Paragraph 30 are denied.

31. It is admitted that on or about January 1, 2019, Vidhya's employment with the Company was terminated. Except as expressly admitted, the remaining allegations in Paragraph 31 are denied.

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32. The allegations in Paragraph 32 are denied.

33. The allegations in Paragraph 33 are admitted.

34. The allegations in Paragraph 34 are denied.

35. The allegations in Paragraph 35 are admitted.

36. The allegations in Paragraph 36 are admitted.

37. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 36 of the Complaint.

38. The allegations contained in Paragraph 38 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

39. The allegations contained in Paragraph 39 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied

40. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 39 of the Complaint.

41. The allegations in Paragraph 41 are denied.

42. The allegations contained in Paragraph 42 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

43. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 42 of the Complaint.

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44. The allegations in Paragraph 44 are denied.

45. The allegations contained in Paragraph 45 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

46. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 45 of the Complaint.

47. The allegations contained in Paragraph 47 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

48. The allegations contained in Paragraph 58 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

49. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 48 of the Complaint.

50. The allegations contained in Paragraph 50 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

51. The allegations contained in Paragraph 51 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

52. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 52 of the Complaint.

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53. The allegations contained in Paragraph 53 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

54. The allegations contained in Paragraph 54 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

55. The allegations contained in Paragraph 55 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

56. The allegations contained in Paragraph 56 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

57. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 57 of the Complaint.

58. The allegations contained in Paragraph 58 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

59. The allegations contained in Paragraph 59 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

60. Defendants hereby incorporate by reference and re-allege their responses to Paragraphs 1 through 60 of the Complaint.

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61. The allegations contained in Paragraph 61 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

62. The allegations contained in Paragraph 62 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

63. The allegations contained in Paragraph 63 of the Complaint are stated in the form of a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied.

Each and every allegation of the complaint not expressly admitted herein is denied and strict proof thereof is demanded.

COUNTERCLAIMS

As a further affirmative defense by all defendants and as a counterclaim against the Plaintiffs in their individual capacities, and third-party action against the third-party defendant, Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, allege and say as follows:

PARTIES, JURISDICTION AND VENUE

1. Hardik R. Patel ("Hardik") is a citizen and resident of York County, South Carolina.

2. Anal H. Patel ("Anal") is a citizen and resident of York County, South Carolina.

3. AAHARVID, LLC (the "Company") is a South Carolina limited liability company with its principal place of business in South Carolina. Anal is the sole member and manager of the Company.

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4. Upon information and belief, Vidhyaben R. Patel ("Vidhya") is a citizen and resident of Laurens County, South Carolina.

5. Upon information and belief, Darshak Kumar Patel ("Darshak") is a citizen and resident of Laurens County, South Carolina. Defendants are informed and believe that Darshak resides in different places from time to time but that his permanent residence is in Laurens County.

6. This Honorable Court has jurisdiction over the counterclaims contained herein and venue is proper in Laurens County pursuant to, without limitation, S.C. Code Ann. §15-7-10 in that the real property is located within Laurens County, South Carolina.

FACTUAL ALLEGATAIONS

7. Hardik and Darshak are the children of Vidhya and the deceased, Rameshchandra Prabhudas Patel ("Ramesh"). Hardik is married to Anal.

8. On April 1, 2009, Hardik Patel purchased the real property located 18397 Highway 72E, Clinton, South Carolina 29325 (the "Residence"), tax map number 636-00-00-037 for $39,500. A copy of the deed for the Residence transferring title from Federal Home Loan Mortgage Corporation to Hardik was attached to the original answer and counterclaim as **Exhibit A** and is again incorporated herein by reference.

9. Hardik financed his purchase of the Residence with a personal loan from BB&T Bank in the amount of $31,600. BB&T took a first mortgage on the property.

10. After purchasing the Residence, Hardik has at all times paid the mortgage, property taxes, and electric utility bills for the Residence.

11. Hardik made substantial renovations and improvements to the Residence using his own personal labor and funds from Anal's account. Hardik, with the assistance of two laborers, built a front and back deck, renovated the bathrooms, and installed new bathtub, sink, and flooring in the Residence.

12. Prior to moving to their current address, Hardik and Anal lived with Vidhya and Ramesh at the Residence from the end of 2009 until 2011.

13. After moving, Hardik allowed his parents to continue live in the Residence while he paid the mortgage, property taxes, and electric bills. Since Ramesh's death, Hardik has continued to allow Vidhya to live in the Residence while he pays the mortgage, utilities, and property taxes.

14. At no time prior to his death did Ramesh ever assert any ownership in the Residence or request Hardik hold the Residence in trust for Vidhya and himself.

15. At no time prior to his death, including after being granted permanent resident status in 2013, did Ramesh ever request Hardik to transfer the Residence to Vidhya or himself.

16. Hardik purchased the Residence for himself as an investment, was never asked to and has never promised or agreed to transfer the Residence to Ramesh or Vidhya upon request.

17. On or about June 8, 2007, Anal organized AAHARVID, LLC as a South Carolina limited Company by filing Articles of Organization with the Secretary of State. Anal is and has always been the sole member and manager of the Company.

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18. On May 24, 2012, the Company purchased the convenience store and real property located at 19267 72E Clinton, SC 29325, tax map number 901-35-01-006 (the "Convenience store") for the purchase price of $475,000. A copy of the deed for the Convenience store transferring title from P & P Investment Company, LLC to AAHARVID, LLC is attached hereto as **Exhibit B** and incorporated herein by reference.

19. Anal obtained a loan in the amount of $385,000 from BB&T Bank for the Company to purchase the Convenience store. BB&T Bank financed the Company's purchase of the Convenience store and took a first mortgage on the property.

20. In order approve this loan, BB&T Bank required a personal guarantee from Anal as the sole Member of the company and from her husband, Hardik.

21. Anal and Hardik are all jointly and severally liable for repayment of the BB&T Bank loan and mortgage as Guarantors. There are no other Guarantors of the BB&T Bank loan.

22. Anal has consistently represented numerous times under oath that she is the sole Member and Manager of the Company, including the BB&T Bank loan application to purchase the Convenience store and Company tax returns.

23. Since the date of formation, Anal has paid all taxes on the profits of the Company.

24. Anal has always believed the entire membership interest in the Company is her personal property and has never promised or agreed to any understanding to the contrary.

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25. From the date of organization, Anal has kept the Company in good standing, maintained all licenses, applied for financing to purchase the Convenience store, made all mortgage payments, and has filed and paid all Company taxes.

26. Since purchasing the Convenience store, Anal has been responsible for the Convenience store finances and operations, including but not limited to: applying for licenses, dealing with distributors, and hiring and paying employees, dealing with lottery officers, and dealing with DHEC officials.

27. Prior to his death, Ramesh was a skilled businessman. In addition to being responsible for the onsite operations of the Convenience store as a W-2 employee of the Company, Ramesh was involved in buying and selling other businesses in his personal name, including the purchase of Travelodge by Wyndham hotel, in which he owned a 25% ownership interest as the Managing Member of SHRIJI HARI, LLC. Furthermore, Ramesh also served as President of the Charlotte Swaminarayan Mandir Vadtal Dham.

28. Anal had a great personal and business relationship with her father-in-law. Anal and Hardik both talked to Ramesh on average five (5) times per week regarding management of the Convenience store business; however, neither Ramesh nor Vidhya were involved in any decision making regarding the Convenience store or the Company.

29. Anal and Hardik sponsored Ramesh and Vidhya when they applied for permanent residence status in the United States and Anal assisted Ramesh complete the immigration paperwork. On information and belief, while applying for permanent

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residence, Ramesh and Vidhya had H1B visa status (or legal work permit) and could legally own property in the United States.

30. Vidhya and Ramesh represented themselves to be employees only and not business owners on their immigration paperwork and did not claim a legal or equitable ownership interest in any real or personal property in the United States.

31. At no time prior to his death did Ramesh ever assert any ownership in the Company or request Anal to hold the Company membership interest in trust for Vidhya or himself.

32. At no time prior to his death, including after being granted permanent resident status in 2013, did Ramesh ever request Anal to transfer the assets of the Convenience store or Company membership interest to Vidhya or himself.

33. Vidhya was employed by the Company until January 2019 and worked at the Convenience store as a store clerk, whose duties primarily involved handling customer transactions. Vidhya was never given permission to work as manager and has never been involved in the management of the Convenience store. Vidhya received a W-2 by the Company for her salary as cashier.

34. As an employee, Vidhya had limited authorization from AAHARVID, LLC to write checks from the company's checkbook for vendors as necessary and convenient for the day-to-day operation of the business. However, at no time did Vidhya have general authority to make financial decisions, expend funds of the company, or make gifts or loans from the company.

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35. Without authorization from AAHARVID, LLC, on four (4) occasions Vidhya signed checks which purported to make financial "gifts" from AAHARVID, LLC to Darshak, none of which were authorized disbursements from the company.

a. On August 25, 2017, Darshak wrote Check No. 3638 from a bank account owned by AARHARVID, LLC to himself in the amount of $2,000.00, noting the payment as "gift" on the memo line. Vidhya signed the check and Darshak negotiated it, thereby misappropriating cash of AAHARVID, LLC to himself.

b. On October 9, 2017, Darshak wrote Check No. 3759 from a bank account owned by AARHARVID, LLC to himself in the amount of $4,000.00, noting the payment as a "Gift – September – October" on the memo line. Vidhya signed the check and Darshak negotiated it, thereby misappropriating cash of AARHARVID, LLC to himself.

c. On November 27, 2017, Darshak wrote Check No. 4000 from a bank account owned by AARHARVID, LLC to himself in the amount of $2,000.00, noting the payment as "Gift" on the memo line. Vidhya signed the check and Darshak negotiated it, thereby misappropriating cash of AARHARVID LLC to himself.

d. On March 20, 2018, Darshak wrote Check No. 4088 from a bank account owned by AARHARVID, LLC to himself in the amount of $2,000.00, noting the payment as "Gift" on the memo line. Vidhya signed the check and Darshak negotiated it, thereby misappropriating cash of AAHARVID, LLC to himself.

36. On December 11, 2017, Darshak informed Hardik that he had purchased an interest in Bitcoin for $2,000.00 and it was rapidly increasing in value. Darshak suggested to

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Hardik that Hardik invest in Bitcoin, and Darshak offered to facilitate an investment in Bitcoin on Hardik's behalf. Hardik agreed. Hardik wrote his personal check No. 3532 to Darshak in the amount of $9,000.00 for the Bitcoin investment. On information and belief, Darshak cashed the check at a Wells Fargo branch in Clinton, South Carolina and misappropriated the $9,000.00 to his own use. Hardik did not deliver the Bitcoin to Hardik, nor did he return the money to Hardik.

37. On several occasions in 2018, Vidhya was caught on camera via surveillance footage taking entire rolls of lottery tickets from behind the counter at the Convenience Store and putting them in her bag before leaving the store without paying for them. These lottery tickets were intended to be sold to customers. On information and belief, criminal charges have been filed against Vidhya in connection with the theft of the lottery tickets.

38. On at least one occasion, Vidhya cashed a whole roll of lottery tickets at AAHARVID LLC and converted the proceeds for her personal use. Upon information and belief, Vidhya took the lottery tickets to another convenience store to cash them in and retained the proceeds.

39. After reviewing the surveillance footage and discovering her theft of Company property. Hardik, acting as an authorized agent of the Company, terminated Vidhya's employment with the Company on January 1, 2019.

40. Ramesh died and on June 29, 2017 and Vidhya and Darshak were appointed Co-Personal Representatives of the estate of Ramesh (the "Estate") on or about February 15, 2018.

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41. Upon his death, Ramesh owned a 25% membership interest in SHRIJI HARI, LLC, which owned and operated the Travelodge by Wyndham hotel, located at 3783 W Palmetto Street, Florence, SC 29501 (the "Hotel").

42. Ramesh died without a will. Therefore, pursuant to South Carolina intestate succession, Vidhya should receive one-half (1/2) of the intestate estate assets, and Hardik and Darshak should each receive a one-fourth (1/4) share.

43. Upon information and belief, on or about November 24, 2017 Vidhya and Darshak distributed Ramesh's entire ownership interest in the Hotel from the Estate of Ramesh to Vidhya individually. At this time, Vidhya and Darshak had not even filed an inventory of assets for the Estate of Ramesh. Upon information and belief Ramesh's one fourth (1/4) ownership of the Hotel is worth approximately $200,000.

44. The distribution of the Hotel from the Estate of Ramesh to Vidhya exceeds her one-half (1/2) share of estate assets.

FIRST CAUSE OF ACTION
(Declaratory Judgment)

45. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

46. There exists an actual controversy among the parties as to the ownership of the Residence and the membership of the Company.

47. Entry of declaratory relief requested herein would resolve the controversy giving rise to this proceeding.

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48. Upon information and belief, the declaratory relief requested herein would not prejudice the rights of persons not party to the proceedings.

49. Defendants jointly request that the Court enter an order finding each of the following:

(a) That Hardik Patel is the legal owner of the Residence in fee simple.

(b) That the Company and all assets of the Convenience store are owned by Anal Patel as her personal property.

SECOND CAUSE OF ACTION
(AAHARVID LLC v. DARSHAK AND VIDHYA - Conversion)

50. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

51. The lottery tickets were property of the Company and, as such, Company is entitled to the proceeds thereof. On information and belief, Vidhya has converted the proceeds of the lottery tickets to her own use, to the detriment and loss of AAHARVID, LLC, and refuses to return the proceeds to AARHARVID, LLC.

52. The Checks written from the AAHARVID LLC account by Darshak and signed by Vidhya represent unauthorized disbursements to Darshak, which funds were wrongfully taken from AAHARVID, LLC and have not been returned. On information and belief, Vidhya and Darshak have converted $9,000.00 in funds from the bank account of AAHARVID, LLC, and refuse to return the funds to AARHARVID, LLC.

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53. The allegations set forth show that Vidhya has wrongfully profited from the unauthorized appropriation, to her exclusive use, of the proceeds belonging to the Company.

54. Vidhya's conversion resulted in substantial and continuous damage to the Defendants.

55. Accordingly, Defendants are entitled to relief and respectfully request an Order from the Court directing that Plaintiff Vidhya make restitution to Defendants of their lawful interest in all proceeds thereof, misappropriated by Vidhya.

THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty as Personal Representative)

56. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

57. As Co-Personal Representatives, Vidhya and Darshak owe a fiduciary duty to all beneficiaries of the estate and must use the authority conferred upon them as Co-Personal Representatives to settle and distribute the estate consistent with the South Carolina Probate Code.

58. Upon information and belief, Vidhya and Darshak have made inequitable distributions of assets of the Estate of Ramesh to Vidhya to the detriment of Hardik.

59. Vidhya, with the assistance and cooperation of Darshak did upon information and belief violate her fiduciary duties and duty of loyalty by accepting from SHRIJI HARI LLC what was represented to be the entire ownership interest of Ramesh in SHRIJI HARI LLC, when such interest was owned exclusively by the Estate of Ramesh, and

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on information and belief, making distributions of the Hotel to herself to the detriment of Hardik and contrary to the South Carolina Probate Code.

60. Vidhya's breach resulted in substantial and continuous damage to Hardik. Vidhya is liable to Defendant Hardik for loss resulting from breach of her fiduciary duty.

61. As such, Vidhya and Darshak breached their fiduciary duties as Co-Personal Representatives by failing to act in the best interests of the estate beneficiaries.

62. Hardik is entitled to a Judgment against Vidhya and Darshak declaring that they breached their fiduciary duties, requiring them to transfer Ramesh's interest in the Hotel to the rightful owners and a Judgment for any and all damages that Hardik has sustained as a result of actions and conduct of Vidhya and Darshak.

FOURTH CAUSE OF ACTION
Counterclaim against Plaintiffs and Third-Party action Hardik v. Vidhya and Darshak in re: SHRIJI HARI LLC
(Membership Interest in Hotel)

63. Defendants repeat and reallege and incorporate each and every prior allegation in the preceding paragraphs as if fully set forth herein.

64. At the time of his death, Ramesh owned one-fourth membership interest in SHRIJI HARI LLC, which owns and operates commercial real estate.

65. On information and belief, Plaintiff Vidhya orchestrated a conversion of the interests of Estate of Ramesh in SHRIJI HARI LLC by converting the ownership by the Estate of Ramesh to its membership interest in SHRIJI HARI LLC. Plaintiff Vidhya executed a document entitled "Amendments to Operating Agreement of SHRIJI HARI LLC" on or about November 27, 2017 which purported to transfer ownership

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of Ramesh's membership interest in SHRIJI HARI LLC to Plaintiff Vidya in her individual capacity.

66. On information and belief, the manipulation of the membership interest of Estate of Ramesh in SHRIJI HARI LLC were taken by Plaintiff Vidya, *inter alia* for the purpose of depriving Defendant Hardik, as son of the deceased, of his lawful right to receive his statutory share of Ramesh's membership interest in SHRIJI HARI LLC from the Estate of Ramesh, in accordance with to South Carolina Code of Laws § 62-2-103(1).

67. Defendant Hardik has demanded the return to the estate of the interest of Estate of Ramesh to the Estate, but Vidhya and Darshak have failed and refused to return the membership interest to the Estate of Ramesh.

68. Defendant Hardik has sustained actual and consequential damages as a result of the attempted conversion by SHRIJI HARI LLC of the membership interest owned by Ramesh Patel at the time of his death, including attorney's fees and costs and is entitled to recover actual and consequential damages, including attorney's fees and costs, against Plaintiffs Vidhya Darshak.

69. On information and belief, the actions of Plaintiff Vidhya in converting the membership interest of Estate of Ramesh to herself was intentional, reckless, willful and wanton, entitling the Defendant Hardik to an aware of punitive damages against Plaintiff Vidhya.

WHEREFORE, Defendants respectfully pray the court as follows:

1. That the Plaintiffs' Complaint be dismissed, and that Plaintiffs have and recover nothing from Hardik R. Patel, Anal H. Patel and AAHARVID, LLC;

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2. That the Court enter Declaratory Judgment in favor of Hardik R. Patel, finding that Hardik R. Patel is the sole owner of the Residence in fee simple;

3. That the Court enter Declaratory Judgment in favor of Anal H. Patel, finding that Anal H. Patel is the sole owner of the Company;

4. That the Court declare that Vidhyaben R. Patel and Darshak Kumar Patel have breached their fiduciary duties as Co-Personal Representative of the Estate of Rameshchanda Prabhudas and awarding actual and consequential damages against both in favor of Hardik R. Patel for all damages that he has sustained;

5. That the Court declare that Vidhyaben R. Patel converted assets of AAHARVID, LLC for her personal benefit and enter a Judgment against her for any and all damages the Defendants have sustained as a result of this conversion;

6. Declare that the Estate of Ramesh Patel retains ownership and control of Ramesh Patel's membership interest in SHRIJI HARI LLC, and awarding actual and consequential damages to Defendant Hardik Patel for its attempted misappropriation of his interest in the membership interest of Ramesh Patel in SHRIJI HARI LLC.

7. That the Court Order judgment in favor of the Defendants, in whole or in part.

8. Order that the Plaintiffs reimburse Defendants for expenses and fees related to the Defense of this action; and

9. Order for such other and further relief as this Court may deem just and proper.

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

Respectfully submitted,

s/ Desa Ballard

Desa Ballard
Harvey M. Watson III
BALLARD & WATSON
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
Facsimile 803.796.1066
desab@desaballard.com
harvey@desaballard.com

ATTORNEYS FOR THE DEFENDANTS

April 22, 2019

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

LAURENS CO ASSESSORS OFFICE
TMS:
636-00-00-037

Exhibit A

2009003486
DEED
RECORDING FEES $11.00
STATE TAX $102.70
COUNTY TAX $43.45
PRESENTED & RECORDED:
04-28-2009 09:45 AM
LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: ROSLYN JOHNSON CLERK
BK: D 929
PG: 232 - 237

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **FEDERAL HOME LOAN MORTGAGE CORPORATION** (hereinafter called "Grantor"), for and in consideration of the sum of Thirty-Nine Thousand Five Hundred and 00/100 Dollars ($39,500.00) to the Grantor in hand paid at and before the sealing of these presents by **HARDIK PATEL** (hereinafter called "Grantee") in the State aforesaid, (the receipt of which is hereby acknowledged), subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by the Presents does grant, bargain, sell and release, unto the Grantee, his heirs, successors and assigns, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

This being the same property conveyed to the Grantor herein by deed of W. Reid Cox, Jr. as Special Referee for the County of Laurens, State of South Carolina, dated December 10, 2008 and recorded December 18, 2008 in Deed Book D 913 at Page 126 in the Office of the Laurens County Clerk Of Court.

Grantee's address: 19267 Hwy 72 E, Clinton, SC 29325

TMS# 636-00-00-037

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the 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, Successors and Assigns forever.

Return to:
KENAN LAW FIRM
P.O. Drawer 639
Newberry, SC 29108

File No: 011215 - 03079

04/29/2009	929	232	Sally B Lancaster
DATE	BOOK	PAGE	AUDITOR

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the premises unto the Grantee, His Heirs and Assigns against itself and its successors and against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, to all Grantor's right, title and interest thereto during its period of ownership of this property which was obtained as a result of that certain mortgage foreclosure action entitled "Wells Fargo Bank, N.A. vs. Sidney Charles Gentry and Wanda Gail Gentry, et al.".

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal.

Date: 4/1/09

Signed, Sealed and Delivered
In the Presence of:

Federal Home Loan Mortgage Corporation
By Rogers Townsend & Thomas, PC as
Attorney in Fact

Witness 1

By: _____
Its Authorized Signatory

Witness 2

Property: 18397 East Highway 72, Clinton, SC 29325-4320

File No: 011215 - 03079

STATE OF SC)
)
COUNTY OF Lexington)

ACKNOWLEDGMENT
S.C. §30-5-30
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for the State of SC do hereby certify that Cynthia Blair, the duly authorized signatory for Rogers Townsend & Thomas, PC, Attorney in Fact for Federal Home Loan Mortgage Corporation personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 1 day of April, 2009

Nicole Hyatt
Notary Public for the State of SC

My Commission Expires: 8/3/14

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

EXHIBIT "A"

ALL THAT PIECE, PARCEL OR LOT OF LAND SITUATE, WITH IMPROVEMENTS THEREON, LYING AND BEING ON THE NORTHWEST SIDE OF SOUTH CAROLINA HIGHWAY NO. 72, KNOWN AS THE CALHOUN HIGHWAY, ABOUT ONE HALF MILE NORTHEAST OF THE CORPORATE LIMITS OF THE CITY OF CLINTON, IN HUNTER TOWNSHIP, LAURENS COUNTY, STATE OF SOUTH CAROLINA, AND BEING BOUNDED AS FOLLOWS: ON THE NORTHWEST BY LAND NOW OR FORMERLY OF SMALLWOOD, ONE HUNDRED TEN (110) FEET THEREON; ON THE NORTHEAST BY LAND OF MEECE, TWO HUNDRED FIFTY FIVE (255) FEET, MORE OR LESS, THEREON; ON THE SOUTHEAST BY THE CALHOUN HIGHWAY, THE CENTER OF THE HIGHWAY BEING THE LINE, ONE HUNDRED (100) FEET, MORE OR LESS, THEREON; AND ON THE SOUTHWEST BY LOT OF GAULT, SHOWN AS LOT NO. 12 ON PLAT OF SUBDIVISION HEREINAFTER MENTIONED, TWO HUNDRED FIFTY SEVEN AND FIVE TENTHS (257.5) FEET, MORE OR LESS, THEREON. THE LOT OF LAND ABOVE DESCRIBED AND HEREBY CONVEYED IN LOT NO. 13 AS SHOWN, DESIGNATED AND DELINEATED ON PLAT OF SURVEY AND SUBDIVISION OF LOTS MADE BY C.E. DAVENPORT, DATED AUGUST 17, 1957, SUPERVISED AND CHECKED BY J. YOUROSKI, REGISTERED LAND SURVEYOR, AND RECORDED IN PLAT BOOK 11 AT PAGE 218 IN THE OFFICE OF THE CLERK OF COURT FOR LAURENS COUNTY. REFERENCE MADE TO SAID PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION THEREOF.

LESS HOWEVER, THAT CERTAIN PROPERTY CONVEYED TO SOUTH CAROLINA DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION, BY DEED OF MARK A. SIMMONS AND ELIZABETH P. SIMMONS, DATED SEPTEMBER 23, 1991 AND RECORDED FEBRUARY 12, 1992 IN DEED BOOK 263 AT PAGE 259, RECORDS OF THE CLERK OF COURT FOR LAURENS COUNTY.

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

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 located in Laurens County, bearing tax map number 636-00-00-037 was transferred by Federal Home Loan Mortgage Corporation to Hardik Patel by deed dated 4/1, 2009.

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 (See Information section of affidavit): See item#3, Page 3.

   (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 (See Information section of this affidavit):

   (a) ☐ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $0.00.
   (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: $0.00

6. The deed recording fee is computed as follows:

   (a) Place the amount listed in item 4 above here: $0.00
   (b) Place the amount listed in item 5 above 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:

   $0.00.

   As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor's Attorney.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

_____
Responsible Person Connected with the Transaction

Cynthia Blair
Print or Type Name Here

SWORN to before me this 4/1, 2009

Nicole Hyatt
Notary Public for South Carolina
My Commission Expires: 8/3/14

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INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred to a trust or as a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings

LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: ROSLYN JOHNSON CLERK
BK: D 1070
PG: 120 - 123

FILE #12-24751

LAURENS CO ASSESSORS OFFICE
TMS:
901-35-01-006

Exhibit B

STATE OF SOUTH CAROLINA,

COUNTY OF LAURENS,

TITLE TO REAL ESTATE

2012005068
DEED
RECORDING FEES $10.00
STATE TAX $1235.00
COUNTY TAX $522.50
PRESENTED & RECORDED:
05-29-2012 12:12 PM

KNOW ALL MEN BY THESE PRESENTS,

P & P INVESTMENT COMPANY, LLC

hereinafter referred to as Grantor(s) in the State aforesaid in consideration of the sum of Five and No/100 ($5.00) Dollars, and other valuable consideration, to the grantor(s) in hand paid at and before the sealing of these presents by

AAHARVID, LLC

the grantee(s) (the receipt whereof of is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain sell and release unto the said:

AAHARVID, LLC, ITS SUCCESSORS, HEIRS AND ASSIGNS FOREVER:

All that certain piece, parcel or tract of land, lying and being situated in the State of South Carolina, City of Clinton, County of Laurens, being shown on a plat prepared for Thomas Land Company by Lavender, Smith & Associates, Inc., dated April 25, 1998 and recorded September 16, 1998 in the Office of the Clerk of Court for Laurens County, South Carolina in Plat Book A-232, at page 5, and according to said plat, having the following courses and distances, to-wit: Beginning at a concrete monument on South Carolina Interstate Highway 26 right-of-way and running thence N 81-45-33 W 277.89 feet to a point; thence running N 08-30-55 E 233.26 feet to a point; thence S 81-27-35 E 324.81 feet to a 1" pipe; thence running S 28-16-29 E 119.36 feet to a point; thence running S 49-30-57 W 180.47 feet to the point of beginning, and containing 1.85 acres, more or less.

LESS AND EXCEPT: A thirty (30') foot easement parallel to Interstate 26 near the 277.89 foot southern boundary of the subject property, said easement to be granted for ingress and egress from the property now or formerly of Rimer located to the west of the subject property. In addition, subject also to an easement allowing Shelton Rimer to erect a six (6') foot by ten (10') foot sign on the eastern corner of the property. The parties hereto agree that the granting of said easements shall not be unreasonably withheld and that the easements shall be for access to the property by the Rimer, his heirs and assigns, public utility servicing and for any other reasonable uses and access to the property.

Derivation: This being the identical property conveyed to P & P Investment Company, LLC by deed of BI-JC'S, Inc., recorded August 6, 2007 in Book D-844, at page 157, in the Office of the Clerk of Court for Laurens County, South Carolina.

TMS #901-35-01-006

The above described property is subject to existing easements and restrictions of record.

GRANTEE'S ADDRESS: 18397 HWY 72 E
Clinton SC 29325

05/30/2012	1070	120	Sally B Lancaster
DATE	BOOK	PAGE	AUDITOR

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ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

TOGETHER with all the Singular 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 said Premises before mentioned, unto the grantee(s) hereinabove named and the grantee(s) Successors, Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Successors, Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs and Assigns against the grantor(s) and the grantor's(s') Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantors hand(s) and seal(s) this 24th day of May in the year of our Lord Two Thousand Twelve, and in the two hundred and thirty-fifth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of

P & P Investment Company, LLC

_____(SEAL)

By:

Its: MGR Pres.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

PERSONALLY appeared before me the below signed witness and made oath that s/he saw the above named grantor(s) deliver the within written deed, that s/he, with the below signed Notary Public witnessed the execution thereof.

SWORN to before me, this 24th day of May, 2012.

_____(L.S.)

Notary Public of South Carolina
My Commission Expires: 2/1/16

STATE OF SOUTH CAROLINA)

COUNTY OF LAURENS)

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 located at 1.85 acres, more or less, , bearing Laurens County Tax Map Number #901-35-01-006 by P & P Investment Company, LLC to AAHARVID, LLC on May 24, 2012.

3. Check one of the following: The deed is

(a) X 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 (See Information section of affidavit): _____ (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 (See Information section of this Affidavit):

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 475,000.00 .

(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 X 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:

(a)	Place the amount listed in item 4 above here:	$475,000.00
(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	$475,000.00

7. The deed recording fee due is based on the amount listed on Line 6 (c) above and the deed recording fee due is: $1,757.50 .

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.

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon convection, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

P & P Investment Company, Inc.

By:
Its:

SWORN to before me this
24th day of May, 2012.

Notary Public for South Carolina
My commission expires: 2/1/16

ELECTRONICALLY FILED - 2019 Apr 22 10:04 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

ELECTRONICALLY FILED - 2019 May 24 4:08 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS	)	IN THE COURT OF **COMMON** PLEAS EIGHTH JUDICIAL CIRCUIT 2019-CP-30-0140
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs, **vs** Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	)	**REPLY TO AMENDED COUNTERCLAIM** **(JURY TRIAL DEMANDED)**
Hardik Patel, Third-Party Plaintiff **vs.** SHRIJI HARi LLC, Third-Party Defendant.	)	

NOW COMES the Plaintiffs in reply to the Defendants' Counterclaim alleges as say:

1. The allegations of Paragraph 1 of the Counterclaim are admitted.

2. The allegations of Paragraph 2 of the Counterclaim are admitted.

3. In answer to the allegations of Paragraph 3 of the Counterclaim its is are admitted upon information and belief the Company is a South Carolina limited liability company and that Anal is listed on paper as the manager and member of the Company. It is denied that she is the is owner of the membership for the reasons outlined in the

Complaint.

4. The allegations of Paragraph 4 of the Counterclaim are admitted.

5. The allegations of Paragraph 5 of the Counterclaim are admitted.

6. The allegations of Paragraph 6 of the Counterclaim are admitted.

7. The allegations of Paragraph 7 of the Counterclaim are admitted.

8. In answer to the allegations of Paragraph 8, it is admitted that a document is attached as Exhibit "A". As set forth in the Complaint, it is alleged that at all times that Hardik Patel was purchasing and holding title to the Residence in trust for the benefit of Vidhya and Ramesh.

9. In answer to the allegations of Paragraph 9, it is admitted that the purchase of the Residence was through a personal loan to Hardik secured by a first mortgage on the Property. It is alleged that Ramesh and Vidhya personally guaranteed the payment of the loan in that Hardik was a student and had no income. All allegations of this paragraph not expressly admitted are denied.

10. In answer to the allegations of Paragraph 10 of the Counterclaim, it is admitted that Hardik paid the mortgage and utility bills from an account where all of the money in the account was paid by Ramesh and Vidhya. All allegations of this paragraph not expressly admitted are denied.

11. In answer to the allegations of Paragraph 10 of the Counterclaim, it is admitted that Hardik did perform some minimal labor regarding the improvements of the Residence. All expenses paid for the renovation and improvements were paid from an account where the money was deposited by Ramesh and Vidhya. All allegations of this paragraph not expressly admitted are denied.

12. The allegations of Paragraph 12 of the Counterclaim are admitted.

13. It is admitted that Ramesh and Vidhya lived in the Residence and provided funds for which Hardik used to pay the mortgage, property taxes and utilities bills. All allegations of this paragraph not expressly admitted are denied.

14. The allegations of Paragraph 14 of the Counterclaim are denied.

15. The allegations of Paragraph 15 of the Counterclaim are denied.

16. The allegations of Paragraph 16 of the Counterclaim are denied.

17. In answer to the allegations of Paragraph 17, it is admitted that Ramesh and

ELECTRONICALLY FILED - 2019 May 24 4:08 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

Vidhya were the original members and founders of AAHARVID, LLC ("Company"). Anal H. Patel was the sole member and manager of the Company, solely because of the immigration status of Vidhya and Ramesh, and at all times Anal was under fiduciary obligation to hold ownership and assets of Company as Trustee for the benefit of Ramesh and Vidhya. All allegations of this paragraph not expressly admitted are denied.

18. The allegations of Paragraph 18 of the Counterclaim are admitted.

19. In answer to the allegations of Paragraph 19, it is admitted that the Company obtained a loan from BB&T to purchase the Convenience Store and BB&T obtained a first mortgage on the Property. At the time the loan was obtained, Anal had virtually no income and the loan was made solely based upon the income and assets of Ramesh and Vidhya and the Company. The Guaranty provided by Anal and Hardik was of no real *value* to the Bank in that the loan was guaranteed by Ramesh and Vidhya. All allegations of this paragraph not expressly admitted are denied.

20. The allegations of Paragraph 20 of the Counterclaim are admitted, except that it is denied that was Anal was the true owner of membership interest of the Company.

21. The allegations of Paragraph 21 of the Counterclaim are admitted, except that it is denied that there were no other guarantors. All allegations of this paragraph not expressly admitted are denied.

22. The Plaintiffs do not have sufficient information to form an opinion regarding the allegations of Paragraph 22 and, therefore, deny the same.

23. The Plaintiffs do not have sufficient information to form an opinion regarding the allegations of Paragraph 23 and, therefore, deny the same.

24. The Plaintiffs do not have sufficient information to form an opinion regarding the allegations of Paragraph 24, but make reference to the allegations of the Complaint regarding the fact that Anal was at all times was acting a stakeholder and trustee for the benefit ofVidhya and Ramesh. All allegations of this paragraph not expressly admitted are denied.

25. In answer to the allegations of Paragraph 25, it is admitted that the Company is in good standing and has made all of its mortgage payments and taxes, all as a result of the actions and conduct of Ramesh and Vidhya. All allegations of this paragraph not expressly admitted are denied.

26. In answer to the allegations of Paragraph 26, any action taken by Anal was solely as her acting in her fiduciary capacity as trustee for the benefit of Vidhya and Ramesh. All allegations of this paragraph not expressly admitted are denied.

27. The allegations of Paragraph 27 are admitted.

ELECTRONICALLY FILED - 2019 May 24 4:08 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

28. The allegations of Paragraph 28 are denied.

29. The allegations of Paragraph 29 are admitted.

30. It is admitted that on immigration paperwork Vidhya and Ramesh advised that they were employees of the Company which in fact was true. At all times, Anal was holding title to the Company as trustee for the benefit of Vidhya and Ramesh as set forth in the Complaint. All allegations of this paragraph not expressly admitted are denied.

31. The allegations of Paragraph 31 are denied.

32. The allegations of Paragraph 32 are denied.

33. In answer to the allegations of Paragraph 33, it is admitted that Vidhya was employed by the Company until January, 2019 and received a W-2 from the Company. Prior to the death of Ramesh, Vidhya and Ramesh acted as managers of the Company without the involvement of any other person or entity including Anal. Vidhya continued in this capacity until the fall, 2018, when she was summarily removed from any management of the Company. All allegations of this paragraph not expressly admitted are denied.

34. The allegations of Paragraph 34 are denied.

35. In answer to the allegations of Paragraph 35, it is admitted that the checks referred to were written by Vidhya as she had the right and authority to do so. At all times, the Company was owned by Vidhya and Ramesh, and Anal was only acting in a trustee for the benefit of Ramesh and Vidhya as alleged in the Complaint. All allegations of this paragraph not expressly admitted are denied.

36. In answer to the allegations of Paragraph 36, it is admitted that money owed by Hardik to Darshak and eventually Darshak caused payment to be made by him for the debt by Hardik. All allegations of this paragraph not expressly admitted are denied.

37. In answer to the allegations of Paragraph 37, it is admitted that, through the false and misleading actions and conduct of Hardik, criminal charges have been filed against Vidhya. It is expressly denied that Vidhya has been engaged in criminal activity or committed any crime. All allegations of this paragraph not expressly admitted are denied.

38. The allegations of Paragraph 38 are denied.

39. It is admitted that Hardik, acting as alleged agent of the Company, terminated Vidhya's employment on January 1, 2019. All allegations of this paragraph not expressly admitted are denied.

40. The allegations of Paragraph 40 are admitted.

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ROA 000133

41. The allegations of Paragraph 41 are admitted.

42. The allegations of Paragraph 42 are admitted.

43. The allegations of Paragraph 43 are admitted through erroneous information that Ramesh's ownership interest in the Hotel was assumed to be property of Vidhya. This erroneous assumption has been corrected and a revised inventory filed regarding the ownership in the Hotel.

44. The allegations of Paragraph 44 are denied.

45. In answering the allegations of Paragraph 45, the Plaintiffs repeat every response to the preceding paragraphs as if set out here in full.

46. The allegations of Paragraph 46 are admitted.

47. The allegations of Paragraph 47are admitted.

48. The allegations of Paragraph 48 are admitted.

49. The allegations of Paragraph 49 are a legal conclusion but which do not require a response. Reference is made to the allegations of the Plaintiffs in the Complaint. To the extent of a response is required, all allegations of this paragraph are denied.

50. In answering the allegations of Paragraph 50, the Plaintiffs repeat every response to the preceding paragraphs as if set out here in full.

51. The allegations of Paragraph 51 are denied.

52. The allegations of Paragraph 52 are denied.

53. The allegations of Paragraph 53 are denied.

54. The allegations of Paragraph 54 are denied.

55. The allegations of Paragraph 55 are denied.

56. In answering the allegations of Paragraph 56, the Plaintiffs repeat every response to the preceding paragraphs as if set out here in full.

57. The allegations of Paragraph 57 are admitted.

58. The allegations of Paragraph 58 are denied.

59. The allegations of Paragraph 59 are denied.

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60. The allegations of Paragraph 60 are denied.

61. The allegations of Paragraph 61 are denied.

62. The allegations of Paragraph 62 are denied.

63. In answering the allegations of Paragraph 63, the Plaintiffs repeat every response to the preceding paragraphs as is set out here in full.

64. The allegations of Paragraph 64 are admitted.

65. It is alleged that Vidhya through an erroneous opinion as to the legal consequences did execute certain documents. Action has been taken to correct the erroneous legal conclusion. All allegations of Paragraph 65 not expressly admitted are denied.

66. The allegations of Paragraph 66 are denied.

67. The allegations of Paragraph 67 are denied.

68. The allegations of Paragraph 68 are denied.

69. The allegations of Paragraph 69 are denied.

WHEREFORE, the Plaintiffs, having replied to the Counterclaim, demand the following relief:

1. All Claims for Relief in the Counterclaim be denied.

2. The Plaintiffs have and recover Judgment against the Defendants as demanded in the Complaint.

3. All issues of fact raised by these pleadings be tried by a jury.

4. For such other relief is just and proper.

/s/ Samuel M. Price, Jr.

SAMUEL M. PRICE, JR.,
Attorney for, Co-Personal
Representatives of the Estate of
Rameshchandra Prabhudas Patel
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/s/ Hugo A. Pearce, III
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Certificate of Electronic Notification

Recipients

Thomas Jeter - Notification transmitted on 05-24-2019 04:08:42 PM.

Harvey Watson - Notification transmitted on 05-24-2019 04:08:42 PM.

Desa Ballard - Notification transmitted on 05-24-2019 04:08:42 PM.

Samuel Price - Notification transmitted on 05-24-2019 04:08:42 PM.

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****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2019CP3000140

Official File Stamp:	05-24-2019 04:08:36 PM
Court:	CIRCUIT COURT Common Pleas Laurens
Case Caption:	Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardi R Patel , defendant, et al
Document(s) Submitted:	Reply/Reply to Counterclaim
Filed by or on behalf of:	Samuel M. Price, Jr.

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Harvey M. Watson, III for Hardi R Patel, Aaharvid, Llc, Anal H Patel

Samuel M. Price, Jr. for Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel, Darshak K. Patel, Co-Per. Rep. Est. Of Rameshchandra P Patel, Darshak Kumar Patel, Vidhyaben R Patel

Desa Ballard for Shriji Hari Llc et al

Thomas Carroll Jeter, III for Hardi R Patel, Aaharvid, Llc, Anal H Patel

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LAURENS	)	C.A. No.:
	)	
Vidhyaben R. Patel,	)	
	)	
Plaintiff,	)	
	)	**SUMMONS**
Vs.	)	
	)	
Hardik R. Patel,	)	
	)	
Defendant,	)	
	)	
_____	)	

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff's attorneys, Moore Taylor Law Firm, P.A. at their office located at 1700 Sunset Boulevard, West Columbia, South Carolina 29171, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time set forth, judgment by default will be rendered against you for the relief demanded in the Complaint.

MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore

S. Jahue Moore (SC Bar #4063)
Post Office Box 5709
West Columbia, South Carolina 29171
Phone: (803) 796-9160
Fax: (803) 791-8410
jake@mttlaw.com

Attorney for Plaintiff

July 11, 2019

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	
	)	
Vidhyaben R. Patel,	)	C.A. No.:
	)	
Plaintiff,	)	**COMPLAINT**
	)	
vs.	)	**(Jury Trial Demanded)**
	)	
	)	
Hardik R. Patel,	)	
	)	
Defendant.	)	
	)	

Plaintiff above-named complaining of the Defendant herein alleges:

FOR A FIRST CAUSE OF ACTION

1. The Plaintiff is a citizen and resident of Laurens County, South Carolina.
2. The Defendant is a citizen and resident of York County, South Carolina.
3. The facts and circumstances complained of herein all occurred in Laurens County, South Carolina.
4. This court has jurisdiction over the parties and the subject matter of this lawsuit.
5. The Defendant is the Plaintiff's son.
6. The Plaintiff and her late husband owned several properties in Laurens County, South Carolina, including a home and a convenience store.
7. Following the Plaintiff's husband's death, the Defendant claimed ownership of the home and the convenience store.
8. In February 2019, the Plaintiff filed a lawsuit against the Defendant and others, seeking to declare the Plaintiff's interests in the properties.
9. In April 2019, the Defendant reported to law enforcement that the Plaintiff had stolen lottery tickets from the convenience store and fraudulently benefitted from the winnings of said lottery tickets.
10. Subsequently, the Plaintiff was arrested for alleged Lottery Fraud in Laurens County, South

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Carolina.

11. The Defendant engaged in a willful act in the use of criminal process to have the Plaintiff arrested.
12. The Defendant's use of the criminal process was not in the regular conduct of legal proceedings.
13. The Defendant's acts were for the ulterior motive of leveraging the civil lawsuit previously filed by the Plaintiff.
14. As a direct and proximate result of the Defendant's unlawful actions, the Plaintiff has suffered emotional distress; shock; costs and fees to defend herself; and has been otherwise damaged all to her actual and punitive damage.
15. As a direct and proximate result of the Defendant's abuse of process, the Plaintiff is entitled to actual and punitive damages.

WHEREFORE, having fully complained of the Defendant, the Plaintiff prays for judgment against the Defendant for actual and punitive damages, reasonable attorney's fees, costs and expenses associated with having to litigate this cause of action, and for such other and further relief as this Court might deem just and proper.

MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore

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Post Office Box 5709
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Attorney for Plaintiff

July 11, 2019

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STATE OF SOUTH CAROLINA

COUNTY OF LAURENS

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,

Plaintiffs,

vs.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,

Defendants, of whom

Hardik Patel is,

Third-Party Plaintiff,

vs.

SHRIJI HARI LLC,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT
CASE NO.: 2019- CP-30-0140

MOTION FOR ENTRY OF DEFAULT

The Defendants Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, pursuant to Rule 55 of the SC Rules of Civil Procedure, hereby move for entry of default against the Plaintiffs, for failure to file an Answer or otherwise plead to the counterclaims or appear within the time required by law. The motion is based upon the following documents that have been filed with the Clerk of Court and served on opposing counsel via e-filing Rule 4(e)(2):

(A) Summons and Complaint filed February 20, 2019;

(B) Answer and Counterclaim filed March 22, 2019;

(C) First Amended Answer, Affirmative Defenses, and Counterclaims filed on April 22, 2019;

Wherefore, having fully set forth the grounds for relief requested herein, and incorporating the Affidavit of Default, Defendant moves for an order as follows:

(1) Entering default against Plaintiffs Vidhya Patel and Darshak Patel on the counterclaims; and

(2) Granting such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/ Desa Ballard
Desa Ballard
Harvey M. Watson III
BALLARD & WATSON
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
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harvey@desaballard.com

ATTORNEYS FOR THE DEFENDANTS

May 24, 2019

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ELECTRONICALLY FILED - 2019 Aug 01 11:16 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000598

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	EIGHTH JUDICIAL CIRCUIT
COUNTY OF LAURENS	)	Case No. 2019-CP-30-0598
	)	
Vidhyaben R. Patel,	)	
	)	**MOTIONS TO DISMISS,**
Vidhya,	)	**ANSWER AND COUNTERLCLAIMS**
	)	
Hardik R. Patel,	)	
	)	
Hardik.	)	
_____	)	

Reserving all rights under this pending Motion to Change Venue previously filed, Hardik, Hardik R. Patel (hereafter "Hardik"), by and through the undersigned counsel, files these Motions to Dismiss:

MOTION TO DISMISS 12(b)(8)

1. Hardik moves the court to dismiss this action pursuant to Rule 12(b)(8) of the South Carolina Rules of Civil Procedure in that another action is already pending between the parties to this action which arises out of the same factual circumstances as does the claim asserted by Vidhya herein. *See Vidhya Patel individually and as PR et al. v. Hardik Patel et al,* Case No. 2019-CP-30-0140.

MOTION TO DISMISS
FAILURE TO JOIN A NECESSARY PARTY
(Rule 19, SCRCP)

2. Hardik moves to dismiss this action on the ground that complete relief cannot be granted among the parties to this action without the addition of the South Carolina Lottery Commission as a party Hardik. As set forth below in more detail, on information and belief, the South Carolina Lottery Commission investigated the Vidhya's criminal activity and elected to pursue criminal charges against Vidhya. Hardik did not know and does not know anything of the analysis which went into the

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decision by the South Carolina Lottery Commission to submit the facts to law enforcement or the investigation undertaken by law enforcement.

ANSWER

Reserving all rights under the Motion to Change Venue previously filed, and the Motions to Dismiss set forth above, Hardik asserts the following Answer, Affirmative Defenses, and Counterclaims in response to the Complaint, prays for dismissal of this action, and would show as follows:

1. Each and every allegation of the complaint not admitted in full herein is expressly denied and Hardik demands strict proof thereof.
2. Paragraphs 1 and 2 are admitted.
3. Paragraph 3 is denied.
4. Paragraph 4 is admitted, however, Hardik asserts (and has filed a motion for) change of venue to his county of residence, York County.
5. Paragraph 5 is admitted.
6. Paragraph 6 is denied.
7. Paragraph 7 is denied. Hardik has owned the real property (residence) located at 18397 Highway 72 East in Clinton, SC (TMS No. 636-00-00-037) since he purchased it in April 2009. No other person has an equitable or legal interest in the real property. Hardik allowed his mother (Vidhya) and his late father to occupy the real property free of charge since 2009, but Hardik has paid all utilities[1], property taxes, maintenance and other costs in connection with the real property while Vidhya and

[1] Vidhya has been advised to obtain her own utility accounts effective August 1, 2019 if she intends to continue to occupy the property. At present, Hardik is not seeking to evict Vidhya from the property.

her late husband occupied the real property. Hardik has not attempted to "claim" the real property, but after Vidhya sued him in April 2019, Hardik did ask Vidhya to start paying her own utilities as long as she continued to occupy the real property. It was not necessary for Hardik to "claim" the property after his father's death because it has been his since it was purchased by him in 2009.

8. Further answering Paragraph 7, neither party to this action owns the convenience store. the convenience store is owned by Hardik wife, who is not a party to this action, and she has owned it since she purchased it, through her corporate entity, in May 2012.

9. Hardik incorporates Paragraphs 7 and 8 above in responding to Paragraph 7 of the complaint. Paragraph 7 is denied in its entirety.

10. Paragraph 8 is denied. Vidhya has no interest in either of the properties[2]. On information and belief, and based on her deposition testimony to date, Vidhya filed the February 2019 lawsuit in order to make Hardik talk to her after she was found to have been stealing from the convenience store owned by Hardik's wife's corporation. Vidhya was also misappropriating funds from the company checkbook. On information and belief, the lawsuit filed in February 2019 was filed for an ulterior purpose and in bad faith, and the process initiated to date in that matter constitutes an abuse of process. On information and belief, Vidhya wants to try to convince Hardik that, because she is his biological mother that Hardik must take care of her for the

[2] As noted, neither Vidhya nor Hardik have any ownership interest in the convenience, and the real owner of the convenience store is not a party to this action. Hardik is an officer of the corporation which manages the convenience store, but he owns no interest in it. To the extent that he speaks in this action on behalf of the corporation that owns the convenience store, he does so in his capacity as an officer of the corporation.

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remainder of her life, and to try to convince Hardik that she should have been entitled to steal the money and she wants to be able to re-establish a relationship with him so she can manipulate him as she had done his entire life.

11. Paragraph 9 is denied. On information and belief, corporate counsel for the convenience store advised the owner of the convenience store on January 9, 2019 that the convenience store was required by contractual obligations of its lottery retailer Contracts to notify the lottery commission of criminal activity by the Vidhya as it related to the property of the lottery commission in order to remain in compliance with the lottery retailer contract dated July 3, 2018. Further answering Paragraph 9, the lottery commission was notified on or about January 9, 2019 of the theft by the Vidhya and was provided with surveillance videotapes[3] establishing certain occasions of Vidhya's theft of lottery tickets. On information and belief, the lottery commission informed law enforcement of Vidhya's theft, and law enforcement investigated the report from the lottery commission. Hardik lacks any knowledge regarding any decision that may have been made by them to file criminal charges against Vidhya.

12. Hardik lacks any personal knowledge of the allegations of Paragraph 10. Hardik has been advised by Vidhya's counsel that Vidhya was arrested, but he had no personal knowledge of that. Hardik admits, on information and belief, that Vidhya was arrested based on inquiry to the criminal arrest records maintained online by Laurens County. Upon further review of the criminal arrest records maintained online by Laurens County, Hardik is informed and believes that Vidhya has two prior convictions which do not relate to lottery tickets.

[3] On information and belief, the convenience store maintains security surveillance cameras for safety purposes. It was on the security surveillance tapes that at least some of Vidhya's theft of lottery tickets was documented.

13. Paragraphs 11, 12, 13, 14 and 15 are denied.

14. Each and every allegation and statement set forth above is incorporated herein below where relevant, including in the counterclaims asserted herein.

FIRST AFFIRMITVE DEFENSE

(Failure to Mitigate)

15. The Hardik is informed and believe, and therefore allege that the Vidhya has failed to mitigate her damages and their claims and causes of action are or should be barred.

SECOND AFFIRMITVE DEFENSE

(Unclean Hands Superseding Cause)

16. The Hardik is informed and believes that the criminal activity of the Vidhya is the direct and proximate cause of any damages she may have sustained, and the doctrine of superseding cause terminates any negligence or wrongdoing of the Hardik, which negligence or wrongdoing is expressly denied.

RESERVATION OF DEFENSES

Hardik expressly reserve any additional and further defenses as may be revealed throughout the course of discovery in this matter or upon receipt of additional information.

COUNTERCLAIMS

As a further affirmative defense by Hardik and as a counterclaim against Vidhya, Hardik Patel alleges and says as follows:

PARTIES, JURISDICTION AND VENUE

1. Hardik R. Patel ("Hardik") is a citizen and resident of York County, South Carolina.

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2. Upon information and belief, Vidhyaben R. Patel ("Vidhya") is a citizen and resident of Laurens County, South Carolina. Unfortunately, Vidhya is Hardik's mother, which she seems to think gives her free license to verbally abuse him and force him to support her.

3. On information and belief this Honorable Court has jurisdiction over the counterclaims contained herein and venue is proper in York County, which is Hardik's county of residence.

FACTUAL ALLEGATAIONS

COMMON TO ALL CAUSES OF ACTION

4. Hardik is one of two adult children of Vidhya and her late husband Ramesh Patel, who died in 2018. Hardik is an officer of a corporation which owns a convenience store in Clinton, South Carolina.

5. Vidhya previously worked at the convenience store owned and operated by a corporation owned by Hardik's wife.

6. In early 2018, Vidhya and her other son Darshak applied to the Laurens County probate court to become the co-personal representatives of the estate of Vidhya's late husband Ramesh Patel (and father of Hardik and Darshak). Being aware that his father owned virtually no assets at the time of his death, other than a contractual interest in a hotel in Florence, and not yet being fully aware of his mother's true character, Hardik consented to his mother and brother's appointment as co-personal representatives. Hardik resided in another party of the state, York County, and

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Vidhya resided in Clinton in a house owned by Hardik, so it made sense for her, with the assistance of others to administer a simple estate.

7. At the time of Ramesh's death, Vidhya was employed at a convenience store in Clinton owned and operated by a corporation that is exclusively owned by Hardik's wife. Hardik assists his wife in the business operations of the convenience store and works in the convenience store when employees need time off or for some other reason.

8. Beginning in mid-2018, the employees of the convenience store began telling Hardik that Vidhya was stealing items from the convenience store, taking money from the ATM, repackaging and reshelving discarded inventory, failing to ring up purchases and keeping the cash for herself and, in general committing numerous criminal acts. While he knew Vidhya not to be the most pleasant person to be around, Hardik did not think Vidhya capable of criminal activity, but he confronted Vidhya and she denied any wrongdoing.

9. On information and belief, in October 2018, as a cautionary measure, Vidhya's name was removed from the company checkbook. Vidhya went into a rage. On information and belief, Vidhya's rage was triggered by her discovery that she had been removed as a signatory to the company bank account and her ability to continue to steal from the convenience store was limited somewhat by removal of her name as a signatory on the checking account.

10. On information and belief, Vidhya caused a scene at the bank insisting that her name not be removed from the account and demanding that she have continued access to the bank account. As a direct and proximate result of Vidhya's behavior, the bank at

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which the company maintained its checking account closed the account and asked the convenience store to take its banking business elsewhere.

11. Just before the bank account was closed Vidhya cashed a check that had been written to her under false pretenses and converted $5,044.38 of the convenience store's money to her own use.

12. On information and belief, Vidhya became extremely abusive verbally, neglected her duties at the convenience store, and appeared to do what she could to make Hardik and his family miserable.

13. Demand was made by the owner of the convenience store to Vidhya for her to return the money she had converted under false pretenses but Vidhya failed and refused to return $5,044.38 she is known to have stolen from the convenience store. She is believed to have stolen more, but this specific amount is documented at present and is due.

14. Video surveillance revealed that Vidhya was stealing lottery tickets from the convenience store. In late November 2018, additional video cameras were installed.

15. Video surveillance revealed that on some occasions Vidhya illegally used the lottery equipment to determine which tickets were "winners" and she took those, returning the "loser" cards to the inventory for sale. On information and belief, Vidhya cashed certain lottery tickets at other lottery retailers. Her actions defrauded both the convenience store and the South Carolina Lottery Commission.

16. On information and belief, Vidhya noticed the additional video cameras and rarely came to work, finally abandoning her job completely by December 2018.

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17. Vidhya escalated her verbal attacks on Hardik and his family, scowling at him and making crude and impertinent remarks in their presence and outside of their presence, to third parties and anyone who would listen. She also tried repeatedly to contact Hardik in what is believed to have been attempts to harass him further.

18. The convenience store holds a retail license with the South Carolina lottery ticket. Faced with irrefutable video evidence of Vidhya's repeated theft of lottery tickets from the convenience store, and as required by its retailer contract with the lottery commission, management of the convenience store reported Vidhya's theft to the lottery commission on January 9, 2019 and provided video of several specific occasions of Vidhya's theft.

19. Once it was unavoidably clear that Vidhya was a liar, a thief, and overall a general negative influence on Hardik and his family, Hardik and his family ceased communications with Vidhya and her other son Darshak, who had apparently become complicit in Vidhya's efforts to get something for nothing.

20. Vidhya repeatedly attempted tried to contact and to initiate communications with Hardik and his family. On information and belief, Vidhya contacted her brother and asked him to drive to South Carolina to help her. Vidhya's brother arrived at Hardik's house unannounced, and tried to convince Hardik that he should take care of Vidhya because she was his mother and despite her behavior toward Hardik, his family, and the thefts from the convenience store. Vidhya's behavior and her solicitation of other persons to harass Hardik was unacceptable. Vidhya's behavior became almost delusional.

FIRST CAUSE OF ACTION

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ABUSE OF PROCESS[4]

21. Vidhya has been verbally abusive of Hardik and his wife for many years. The argument over Vidhya's theft of funds and the realization of her true character as a liar and a thief led Hardik to see Vidyha for what she truly was and to distance himself from his mother. The resulting peace that Hardik discovered when his mother was out of his life convinced him that he had made the right choice to avoid Vidhya's drama, negativity, harassment and abuse. Hardik found peace. Rather than confront Vidhya for any reason and triggering another rage from her, Hardik continued to pay the utilities for Vidhya to continue to live in the Clinton residence and will do so until Vidhya takes responsibility for the utilities in her own name on August 1, 2019.

22. At the end of 2018, the convenience store laid off all employees and rehired all of the employees except Vidhya as employees for 2019. Vidhya began coming to the convenience store and attempting to assert herself as an authority figure over employees. She was asked to stop.

23. On information and belief, in retaliation for protecting the convenience store from Vidhya's criminal behavior, because she had not been hired to work in the convenience store in 2019, and for him distancing him from Vidhya, Vidhya (and Darshak) filed an amended inventory in the probate court, attempting to steal Hardik's residence and the convenience store and corporation owned by Hardik's wife.

[4] Each cause of action set forth herein expressly incorporates by reference where relevant all prior allegations of the pleading, as fully as if repeated in that cause of action verbatim from the prior paragraphs.

24. Hardik retained counsel and filed pleadings in the probate court correcting the erroneous information that had been submitted regarding the house and convenience store with the probate court.

25. On information and belief, in retaliation for Hardik's filings in the probate court, Vidhya, assisted by the co-personal representative Darshak, filed a civil lawsuit in February, 2019 seeking to harass Hardik and force him to talk to Vidhya so she could continue to harass Hardik and to try to make him feel guilty for distancing himself and his family from her and generally abuse him emotionally and verbally as she has done in the past. Vidhya wanted to reconcile her family so she could continue to harass and manipulate Hardik and his family. Hardik wants nothing to do with Vidhya and has had enough of her lies, manipulation, and criminal behavior.

26. On information and belief, Vidhya's purpose in filing the February 2019 lawsuit was to force him to talk to her to try to reinstate the family unit, because she feels alie only when she can harass and berate and belittle Hardik, which for some reason she enjoys. On information and belief, Vidhya is using the process of the February 2019 lawsuit for malicious purposes and her actions constitutes an abuse of process which have caused damages to Hardik.

27. On information and belief, Vidhya included in her February 2019 lawsuit an effort to steal the Clinton house that Hardik had purchased in 2009 and had been allowing her to live in free (as well as paying all of her utilities and living expenses). On information and belief, Vidhya's claims in December 2018 probate filings and in the February, 2019 lawsuit are bogus and made-up fantasy stories brought and prosecuted for an improper purpose.

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28. On information and belief, Vidhya has set out on a smear campaign blitz among family and friends, telling them lies about Hardik and claiming he has treated her badly (although at the same time he was paying her utilities to allow her to live in his house) and trying to put pressure on Hardik to return to the family unit. On information and belief, Vidhya is happy only when she has Hardik and his family to manipulate, harass, berate and lie to.

29. On June 26, 2019, Hardik's counsel advised Vidhya's counsel that he would no longer pay Vidhya's utilities for the Clinton residence as of August 1, 2019. Hardik made all arrangements for Vidhya to open utility accounts in her own name and advised Vidhya's counsel to that effect, even providing contact information for the utility providers. Hardik has not yet sought to evict Vidhya from the Clinton house that he owns.

30. On information and belief, in retaliation learning that she was now going to have to pay her own utilities in order to live in Hardik's house, Vidhya filed this lawsuit, seeking to further harass Hardik and his family even more. This action would have been more properly filed by way of an amendment to the February 2019 lawsuit, but filing a separate suit has made it more complicated and expensive for Hardik, which is an additional abuse of process.

31. On information and belief, this lawsuit is the third proceeding filed for an improper purpose, *i.e.,* for some purpose other than which it was intended by law to affect. The December 2018 probate filings, the February 2019 lawsuit and the present lawsuit are being used by Vidhya to harass, embarrass and cause damage to Hardik, which ironically is apparently Vidhya's method of trying to reconcile with him and his

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family. On information and belief, Vidhya has used her filings as malicious misuse and perversion of the process, after their issuance, for ulterior and improper purposes all of which has caused damage to Hardik and his family.

32. Vidhya's filing of the December, 2018 probate filings, the February, 2019 lawsuit and this lawsuit constitute an abuse of process in that she has an ulterior motive in trying to force Hardik to talk to her to restore the family unit and pull Hardik back into her grasp for her own personal desire to berate and harass him, and to give her the house that he purchased, paid for and owns and has for the entire time she has lived in it. On information and belief, Vidhya, with the assistance of Darshak, has and intends to continue to abuse the process in all pending proceedings initiated by her or them to badger, harass and harm Hardik and his family, to cause him great financial harm, all in an effort to cause him to cave in to her demands, all of which is an abuse of process.

33. Vidyah has succeeded in causing great financial and emotional harm to Hardik and his family. The level of emotional distress cannot fully be described but it is beyond any level of emotional distress that any person should be expected to endure.

34. As a direct and proximate result of the acts of Vidhya as set forth above, Hardik is informed and believes he is entitled to an award of actual and punitive damages against Vidhya in an amount to be determined by the finder of act.

35. Hardik has also sustained special damages in the form of attorney's fees for having to respond to the vicious attacks by Vidhya and is informed and believes he should be entitled to recover from Vidhya the costs of his defense in these actions, including attorney's fees and costs, as well as lost time from work and from the disruption to his family.

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SECOND CAUSE OF ACTION

CONVERSION

36. Vidhya converted $5,044.28 of funds which belonged to the convenience store, and has refused to return it.

37. Demand has been made upon Vidhya to return the funds she stole from the convenience store, and the demands have been ignored.

38. On information and belief, Vidhya intends to permanently deprive the convenience store of the funds which she converted from the store.

39. Hardik, as an officer of the corporation which owns the convenience store, asserts this cause of action for conversion of funds against Vidhya, the award for which will be held in trust for the convenience store by Hardik in his role as fiduciary.

40. The convenience store has been damaged by the conversion of funds by Vidhya in that it has sustained the loss of the funds permanently, and will continue to suffer the loss unless or until the funds are returned.

41. On information and belief, Vidhya's intentional behavior in converting the funds was intended to and has caused considerable emotional distress to Hardik in his capacity as an officer of the corporation.

42. As a direct and proximate result of the acts of Vidhya as set forth above, and because the acts are intentional and are intended to cause distress, Hardik is entitled to recover actual and punitive damages in an amount to be determined by the trier of fact.

43. Hardik has also sustained special damages in the form of attorney's fees for having to respond to the vicious attacks by Vidhya and is informed and believes he should be

entitled to recover from Vidhya the costs of his defense in these actions, including attorney's fees and costs, as well as lost time from work and from the disruption to his family.

THIRD CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

44. The level of abuse imposed upon Hardik by Vidhya is so extreme that it is far beyond what any reasonable person could be expected to endure.

45. Hardik has sustained physical manifestations of the extreme emotional distress intentionally imposed on him by Vidhya, all of which constitutes grounds for an award of actual damages against Vidhya.

46. On information and belief, Vidhya intended that her actions cause significant emotional distress to Hardik, and her actions were purposeful, such that Vidhya should be found liable for punitive damages as well.

47. As a direct and proximate result of the intentional infliction of emotional abuse which Vidhya has inflicted on Hardik, Vidhya should be held liable for an award of actual and punitive damages against Vidhya in an amount to be determined by the trier of fact.

FOURTH CAUSE OF ACTION
FALSE LIGHT

48. On information and belief, Vidhya' intentional campaign to smear false statements about Hardik and his alleged wrongful behavior toward her has the effect of portraying Hardik in a false light publicly in the community of which he has been a member all of his life.

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49. Also on information and belief, Vidhya's intentional campaign unreasonably gives publicity to matters that should be private, and subject Hardik to public exposure and examination that should remain private, thereby subjecting him to public ridicule, speculation and public comment on matters which ok

50. On information and belief, members of the public who know Hardik and know of him and who previously thought of Hardik in a positive way have changed their opinions of him based in whole or in part of the lies that Vidhya has spread about Hardik in her smear campaign against him.

51. On information and belief, even relatives of Hardik's that know of their own knowledge of his good character as well as his honesty and truthfulness have had occasion to re-examine Hardik in a false light because of the lies spread by Vidhya in her campaign to make it all about herself and to regain the control she used to exert over Hardik.

52. Vidhya's intentional smear campaign to portray Hardik in a false light was designed to and has caused Hardik to be viewed in a false light by members of the public and to unreasonably publicize matters that should be kept private.

53. Vidhya's actions in intentionally publicizing private matters about Hardik's life has caused Hardik to sustain significant emotional turmoil and will continue to cause further harm to him as this matter goes forward. Since Vidhya shows no signs of de-escalating her attacks and her public revealing of private matters for the sole purpose of harming Hardik, on information and belief, his damages will continue.

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54. Hardik has also sustained special damages in the form of attorney's fees for having to respond to the vicious attacks by Vidhya and is informed and believes he should be entitled to recover from Vidhya the costs of his defense in these actions, including attorney's fees and costs, as well as lost time from work and from the disruption to his family.

WHEREFORE, Hardiks respectfully pray the court as follows:

1. That Vidhya's Complaint be dismissed, and that Vidhya have and recover nothing from Hardik R. Patel;

2. That the Court Order judgment in favor of the Hardik, in whole or in part on the counterclaims, or one of them, for actual and punitive damages.

3. Order that Vidhya reimburse Hardik for expenses and attorney's fees related to the defense of Hardik in this and other actions; and

4. Order for such other and further relief as this Court may deem just and proper.

Respectfully submitted,

s/ Desa Ballard
Desa Ballard, Bar # 000498

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July 30, 2019

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STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **DEFENDANTS' MOTION FOR ATTORNEY'S FEES UNDER S.C. CODE § 15-36-10**

Pursuant to S.C. Code Ann. §15-36-10(C)(1), Defendants Hardik R. Patel ("Hardik"), Anal H. Patel ("Anna") and AAHARVID, LLC ("the store") move this Court for an order awarding attorney's fees and costs incurred by Defendants in defending this matter against Plaintiffs.[1] In support of the relief sought, Defendants assert the following:

FACTS

1. This action was filed on or about February 21, 2019 by attorney Samuel M. Price Jr., as Attorney for Plaintiffs.

2. All relief sought by the Plaintiffs was denied following a four-day non-jury trial by Circuit Court Judge Eugene Griffith, by order filed August 28, 2020, with the court concluding the

[1] Sanctions are not sought against Plaintiffs' counsel. While Plaintiffs' counsel may have failed to adequately investigate the facts prior to filing the action, Defendants are informed and believe the theory advanced in the litigation was merely packaged and presented by counsel, while the inaccurate facts were concocted alone by the Plaintiffs and their witnesses. While a reasonable investigation would have likely given counsel pause regarding the facts, Defendants are informed and believe the Plaintiffs themselves are responsible for this charade and the waste of the Court's (and the Defendants') time.

Plaintiffs did not meet their burden of proof even by a preponderance of the evidence, much less the clear and convincing standard required to establish their right to equitable relief.[2]

3. The complaint in this matter contained numerous overtly false statements, the falsity of which could easily have been established by documentary evidence that was available to the Plaintiffs and could have been provided to their counsel for proper inquiry prior to filing the action. To wit:

   a. Paragraph 10: On or about April 1, 2009, Ramesh and Vidhya did purchase property known as 18397 Highway 72E, Clinton, South Carolina…

   b. Paragraph 11: Title to the Residence was put in the name of the Hardik because, at the time of the acquisition, neither Ramesh nor Vidhya had been granted a designation as a permanent resident ("a green card") and were not citizens of the United States…

   c. Paragraph 12: Title to the Residence was put in Hardik's name solely as an administrative convenience and to be held in trust by Hardik for the benefit of Ramesh and Vidhya, with the agreement and understanding that title to the Residence would be put in the name of Ramesh and Vidhya upon request.

   d. Paragraph 13: All funds used for the purchase of the Residence and, payments made on any encumbrance affecting the Residence, were paid by Ramesh and Vidhya.

   e. Paragraph 14: Since its acquisition, the Residence has been used and occupied by Ramesh, until his death, and Vidhya, as their domicile and primary residence. At no

[2] Much of the story advanced by the Plaintiffs in their own testimony and that of their affiliated witnesses was easily disproved by documentary evidence, leaving to the inevitable conclusion that Plaintiffs' story was largely fabricated. *See* Testimony of Champa Patel that the closing on the Clinton house was a cash purchase. (Order, p. 17).

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time has Hardik attempted to exercise any control regarding the use and occupancy of the Residence.

f. Paragraph 16: At all times, the Plaintiffs and the Defendants have acknowledged that the Residence was, in fact, the property of Ramesh and Vidhya and that title was placed in name of Hardik in trust and solely for administrative convenience.

g. Paragraph 19: The designation of Anal as the sole member of the Company was for administrative convenience with the understanding that the membership interest would be held in trust by Anal for the benefit of Ramesh and Vidhya and with the agreement and understanding that title to the Company would be put in the name of Ramesh and Vidhya upon request.

h. Paragraph 20: All funds used in connection with the acquisition and operation of the Cstore were provided by Ramesh and Vidhya and no funds were provided by Anal or Hardik. It was the express intent of Ramesh and Vidhya that the membership interest in Company was not to be a gift to Anal or for Anal to gain any benefit from owning such membership interest, but that Anal would hold the membership interest and all assets of the Company for the benefit of Ramesh and Vidhya.

i. Paragraph 21: At no time during the lease of the Cstore did Anal or Hardik in any way contribute to the Cstore or its operation and management and only came to the Cstore on limited occasions.

j. Paragraph 24: All of the funds necessary to purchase by Company of the Cstore were provided from the assets of Company and additionally funds supplied by Ramesh and

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Vidhya, either their own personal funds or funds which were loaned to them by friends and relatives for which they were obligated to repay.

k. Paragraph 25: Because Ramesh and Vidhya had not received green cards, it was agreed that Company would own title to the Cstore and its assets with the understanding that the membership interest owned by Anal would be solely for the benefit of Ramesh and Vidhya. All funds used to acquire the real estate and other assets of the Cstore were obtained from funds of the Company and additional funds supplied by Ramesh and Vidhya.

l. Paragraph 26: It was agreed that the membership interest in the Company would continue to be held by Anal for the benefit as agent for and trustee for the benefit Ramesh and Vidhya.

m. Paragraph 27: Since the time of the acquisition of the Cstore until the death of Ramesh, Ramesh and Vidhya worked at and operated the Cstore. Ramesh and Vidhya made all decisions regarding the management and operation of the Cstore, including but not limited to hiring, scheduling and termination of all employees, purchasing inventory and setting prices for the inventory to be sold to customers of the Cstore, negotiating with vendors, negotiating with jobbers to supply gas to the Cstote, receiving and disbursing all funds from the Cstore , making deposits, compiling all of the information to complete tax returns, handling all of the banking operations and paying of bills and obligations, and generally handling any and all decisions regarding the management and operation of the Cstore.

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n. Paragraph 28: At no time did Anal or Hardik become involved in any aspect regarding the operation of the Cstore and only came to the Cstore on limited occasions and usually just to obtain gas.

o. Paragraph 29: After the death of Ramesh, at the request of Vidhya, Hardik did begin communicating with the accountant for the Company for the limited purpose of assisting in the preparation of various tax returns. At no time did Hardik or Anal become involved in the management or operation of the Cstore after the death of Ramesh.

p. Paragraph 33: Demand has been made upon Hardik that he transfer one-half ownership of the Residence to Vidhya and one-half interest in the Residence to the Estate of Ramesh. This demand has been refused by Hardik.

q. Paragraph 34: Demand has been made upon Anal that she transfer the membership interest in the Company, one-half to Vidhya and one-half to the Estate of Ramesh and that she account for all assets of the Cstore. This demand has been refused.

r. Paragraphs 38 & 39: The agreement between Ramesh, Vidhya and Hardik, and the actions and conduct of the parties, clearly show that Hardik only owned the Residence as an agent and trustee for the benefit of Ramesh and Vidhya, and not for his own personal benefit. The agreement between Ramesh, Vidhya, Anal and Hardik, and the actions and conduct of the parties , clearly show that the membership interest in the Company and all assets of the Company were held by Anal, solely as an agent and trustee for the benefit of the benefit of Ramesh and Vidhya.

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s. Paragraph 41: The allegations set forth above clearly show that Ramesh and Vidhya paid all of the purchase price regarding the Residence and that they, from their own assets, have repaired and improved the Property.

t. Paragraphs 44: The facts as set forth show all of the contributions for the purchase and profits generated by the Cstore were made by Ramesh and Vidhya who have always managed and operated the Cstore.

u. Paragraphs 47: The allegations set forth above clearly show that Ramesh and Vidhya paid all of the purchase price regarding the Residence and that they, from their own assets, have repaired and improved the Property and none paid or provided by Hardik.

v. Paragraph 50: The facts as set forth show all of the contributions for the purchase and profits generated by the Cstore were made by Ramesh and Vidhya who have always managed and operated the Cstore and none paid or provided by Anal.

w. Paragraph 53 & 54: Hardik has breached his fiduciary duties. Specifically, Hardik has failed and refused to transfer title to the Residence as required as a fiduciary. Anal has breached her fiduciary duties. Specifically Anal has failed and refused to transfer the membership interest and the assets of the Company to its rightful owners.

4. In addition, Plaintiffs included a cause of action for fraud, when they (certainly after consulting their counsel) knew or should have known that no facts existed to support a claim for fraud. (Eighth Cause of Action).

5. As determined at the trial of the case, there was no evidence to support the factual allegations set forth in the complaint.

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6. Plaintiff Vidhya Patel was deposed on June 17, 2019, and it was clear that she had no facts to support the claims she had made as set forth above.[3] Vidhya testified she filed this lawsuit because she thought her son Hardik owed her an apology because "he hurt Mom" and because he would not talk to her. "Because he didn't answer me. Or he like – he stop talking me like November, and how I can do?" (Tr. p. 204, lines 5-24).

> Q. So you filed a lawsuit against him because he stopped talking to you?
>
> A. Yeah. We need a decision. If you want something, sit together and talk to me about what you want… If he want just sit together and dispute – talk to each other what you want. I am ready to do that. So many people try to convince him, please sit together, talk to your Mom, and what is – your Mom is ready what to do, because all Mom is ready for the kids. You understand that?... I need a decision. Because see, if one then select sit down, Mom, this is your part, this is my part, this is brother part, right? But he don't want to do… How come he got the store? … I paid for the education, everything. I married to him. I took all the expenses. I raise his kids, okay. Everything, you live together… He change name of my store his name.
>
> (Tr. p. 206, line 11 – p. 207, line 20).

7. In other portions of her deposition on June 17, 2019, Vidhya acknowledged she had no proof to establish many of her allegations.

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[3] Co-plaintiff Darshak accompanied Vidhya to her deposition and attempted to answer questions for her. (Depo p. 7, line 14; lines 20). Darshak said it would be "necessary" for him to answer for Vidhya "a little bit." (Depo. Tr. p.7, lines 19-25). "If she does not understand she's going to… just look at me, and that's why I'm here." *Id.* Darshak answered some questions for Vidhya. (Depo Tr. p. 13, lines 17-22; P. 14, line 21 – p. 15, line 12; p. 16, lines 20-21; p. 22, lines 13-20; p. 32, line 9; p. 112, lines 14-20). Darshak began correcting Vidhya's answers and explaining them. (Depo Tr. p. 10, lines 20-25; p. 25, lines 5-11; p. 58, line 1-9; P. 102, lines 20-24; p. 107, lines 19-21; P. 109, lines 7-10; p. 124, lines 6-11; p. 125, lines 15-25; p. 159, lines 6-15). He offered to or answered questions before Vidhya could answer. (Tr. p. 32, line 24 – p. 8; p. 34, lines 6-11; P. 35, line 2-3; p. 43, lines 5-12; P. 45, lines 17-22; p. 72, lines 20-25; p. 107, lines 4-8; p. 125, lines 3-8; p. 128, lines 4-6; p. 128, lines 19-22; p. 174, lines 3-5). Vidhya began looking to Darshak to answer for her. (Tr. p. 55, lines 20-25; p. 226, line 16 – p. 227, line 5). Darshak started coaching Vidhya on her answers or correcting them. (Tr. p. 111, lines 3-25; p. 130, lines 4-22; p. 141, lines 22-25; p. 153, lines 3-11; p. 154, lines 15-20; p. 159, lines 17-25; p. 180, lines 7-13; p. 183, lines 21-25; p. 198, lines 6-16; p. 201, lines 11- 18; p. 203, lines 2-6; p. 211, lines 15-20). Darshak's behavior became disruptive and he was asked to stop coaching Vidhya and changing her answers. (Tr. p. p. 211, lines 21-p. 212, line 1; p. 216, lines 17-21). When Vidhya said she did not know the answer to a question, Darshak exploded and answered it for her, adding "My God." (Tr. p. 229, line 18 – 25). Darshak was asked by his counsel to "step out for a minute, catch your breath and come back in, all right?" (Tr. p. 230, lines 1-4). Darshak stopped interfering in the deposition after he was asked to leave.

a. She was not involved in the purchase of the store. (Tr. p. 51, lines 12-p. 52, line 12; p. 53, line 22 – p. p. 54, line 4).

b. She had no idea how much money was paid to lease the store in 2007. (Tr. p. 53, lines 1-7).

c. She could not explain why the 2007 lease of the store was not in Ramesh's name if the immigration status simply prohibited ownership. (Tr. p. 56, line 15 – p. 60, line 2).

d. She contributed no money to the BB&T account, which was the account she believed paid the lease for the store. (Tr. p. 63, lines 18-25).

e. She did not see the paperwork for the purchase of the store. (Tr p. 78, lines 11 – 19).

f. She had no proof that Hardik had removed paperwork from the house and she simply assumed he took unidentified missing documents. (Tr. p. 90, line 18 – p. 94, line 5; p. 94, lines 19- p. 95, line 21; p. 97, lines 11-14).

g. She made no effort to get copies of bank statements to support her claims. (Tr. p. 99, lines 1-10).

h. She had no proof that Hardik diverted her mail. (Tr. p. 143, lines 4-17).

i. She just assumed Hardik decided to take the store and house for himself, she had no proof. (Tr. p. 193, line11 – p. 194, line 6).

8. Vidhya testified in her deposition that Ramesh owned interests in hotels in the United States as early as 2005. However, she also posited the theory that Ramseh could not own anything in his own name because he was not a green card holder when the store was leased in 2007 as the entire basis for her "trust" theory. (Depo. P. 32, lines 6-13; p. 49, lines 3-22).

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9. Vidhya filed the lawsuit because Hardik would not talk to her. (Tr. p. 205, lines 9- p. 206, line 3).

10. Testimony at trial reflected that the entire concept of the house and store being purchased for Vidhya and Ramesh came into existence only after Vidhya complained that Ramesh had not left her anything. (June Tr. p. 313, line 23 – 314, line 5). After consulting counsel, suddenly a new "trust" theory arose in which Vidhya (and Darshak) asserted facts that they could not and did not prove.

11. On information and belief, even cursory research into the causes of action that were asserted, and the actual facts of the case, would have indicated to any reasonable attorney that the causes of action asserted were frivolous and that no evidence existed to support the same. *See Ex Parte Gregory*, 378 S.C. 430, 663 S.E.2d 46 (2008). A lawyer should not simply accept his client's version of the facts and plow forward without researching the matter sufficiently to determine whether the case has merit. *Id.*

12. Both Vidhya and Darshak testified at trial, and both lacked credibility. Vidya obviously lacked the capacity to know necessary facts supporting her theory of the case. Darshak's honesty was questionable at best. Neither had knowledge concerning the facts they were asserting. As a result, this action was filed by Plaintiffs when they knew or should have known the claims asserted were frivolous.

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13. Plaintiffs did not respond in any meaningful way to discovery, to the point that Plaintiffs were prohibited from introducing documents not produced at trial.[4] (Order dated January 31, 2020).[5] At least one witness, Champa Patel, lied for them.

14. Plaintiffs did not serve discovery requests on Defendants; they did not want to know what the facts were.

15. Mr. Price had been involved in this action representing the Plaintiffs for at least six months before this action was filed. He represented Plaintiffs when they filed to be appointed personal representatives of the Estate of Ramesh Patel on June 7, 2018. **Exhibit A**. The probate filing showed that both Plaintiffs, Vidhya and Darshak, lived at the house that Hardik owned. *Id*.

16. Plaintiffs failed to timely file an inventory with the probate court, and at a hearing on November 7, 2018, Mr. Price made statements to the Probate Court that were demonstrably false, and attempted to convince the probate court to blame Hardik for interfering with the mail.[6] **Exhibit B**.

17. Plaintiffs were found to be in contempt of the probate court for failing to timely file the inventory of Ramesh's estate. **Exhibit C**. Whoever prepared the order of contempt for the

[4] At a hearing on Defendants' motion to compel on January 28, 2020, Plaintiffs' counsel advised the Court discovery was not needed, the case simply needed to be set for trial.

[5] Despite the order, Plaintiffs introduced into evidence an excerpt from the 2007 federal tax return of Anal Patel which was not produced in discovery (Plaintiff's Exhibit 1). However, the selected pages conveniently omitted the K-1 that was attached to the tax return, and which established that Anna owned 100% of the LLC that owned the store. Defendants introduced the K-1 during their case in chief (Defendant's Exhibit 8).

[6] Mr. Price told the probate court that Ramesh had bought the house so "he put the residence in his older son's name." (Tr. p. 2, line 24 – p. 3, line 1). Mr. Price also said "[t]he older brother is claiming that to be his convenience store." (Tr. p. 3, lines 7-8). Lastly, he said "if the family was getting along, I think we could probably transfer stock." (P. 3, lines 15-16). Mr. Price blamed Hardik for intercepting mail sent to Plaintiffs, and attempted to get the court to issue an order regarding Hardik's receipt of the mail. (Tr. p. 3, lines19 – p. 4, line 1; Tr. p. 6, line 25 – p. 7 line 4.) It is clear that Mr. Price made no investigation of these allegations, and simply repeated what his clients had told him. It's also clear that his clients told him only what they wanted him to hear and not the truth.

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probate court attempted to include findings of fact that Ramesh owned assets that were "not in decedent's name." *Id.* page 2. The probate court didn't buy it and crossed out those proposed findings.

18. In its order, the probate court struck the language which attempted to adjudicate ownership of the assets without Hardik even being a party to the probate court. *Id.* p. 2. However, the order did include a statement that Hardik was interfering with the mail, when no evidence of that fact was presented. Exhibit C, p. 3. Mr. Price had argued that at the hearing[7] without any evidence it was true, and that remained in the order without Hardik even having notice of the proceeding. Exhibit C, p. 3.

19. After being held in contempt, Plaintiffs filed an inventory with the probate court in which they claimed that the house and convenience store belonged to Ramesh at the time of his death. **Exhibit D.**

20. Hardik filed an objection with the probate court on January 9, 2019 pointing out that Ramesh had no legal or equitable interest in the home or the convenience store. **Exhibit E**.

21. Plaintiffs took no action to respond to the objection filed by Hardik with the probate court. Instead, on February 26, 2019, they filed this action making allegations that the Court has now determined to be unsupported by evidence.

22. On March 22, 2019, Hardik filed an application to be appointed personal representative of Ramesh's estate. **Exhibit F**.

23. Only then did Plaintiffs file an amended inventory with the probate court which removed the Plaintiffs' claim that Ramesh owned the home and store. The amended inventory finally

[7] Exhibit B, at Transcript p. 3, lines 19-25.

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acknowledged that Plaintiffs were challenging title to Defendants' assets through this proceeding.

24. Vidhya attempted to bypass the probate court with the single largest asset Ramesh owned at the time of his death and take ownership in her own name individually. **Exhibits G and H**. Only because the lawyer involved in the purported transfer, Ben Moore, refused to be a party to the transfer did she not succeed. **Exhibit I**.

25. Plaintiffs attempts to usurp the Defendants' property through secretive actions and the probate court having failed, this Court was required to litigate this matter to a conclusion."

APPLICABLE LAW

The law applicable to this motion is set forth in the Frivolous Civil Proceedings Sanctions Act, S.C. § 15-36-10 *et seq.* ("FCPSA"). The act provides for relief against a party when the Court determines particular factual circumstances exist:

> At the conclusion of a trial and after a verdict ... has been rendered... the Court shall proceed to determine if the claim... was frivolous... if the... party... failed to comply with one of the following conditions...
>
> (b) A reasonable attorney in the same circumstances would believe that his procurement, initiation, continuation...of the civil suit was intended merely to harass or injure the other party; or
>
> (c) A reasonable attorney in the same circumstances would believe that the case . . . was frivolous was not reasonably founded or fact or was interposed merely for delay, or was merely brought for a purpose other than securing proper discovery, joinder of proposed parties, or adjudication of the claim or defense...
>
> §15-36-10(C)(1).

The burden of establishing that the Plaintiffs brought a frivolous action for wrongful purposes, including harassment of the other party, is "preponderance of the evidence." § 15-36-10(C)(2).

The factors that should be considered by the Court in determining the motion is:

1. The number of parties;
2. The complexity of the claims and defenses;
3. The length of time available to the ...party ...to investigate and conduct discovery for alleged violations of subsection (A)(4)[8];
4. Information disclosed or undisclosed to the... party... through discovery and adequate investigations;
5. Previous violations of the provisions of this section;
6. The response, if any, of the... party... to the allegations that he violated the provisions of this section; and
7. Other factors the court considers just, equitable or appropriate under the circumstances.

§15-36-10(E).

As indicated above, Vidhya testified she filed this lawsuit because Hardik would not talk to her. *See* ¶ [6] above. She gave no other reason. That is not an appropriate reason to file a lawsuit.

The suggestion that Vidhya may have an interest of some sort in the house or the store arose only after Vidhya discovered "dad did not leave any property for me, so I don't have any property under my name…" (June Tr. p. 313, line 23 – 314, line 5). Prior to Ramesh's death, there was never a discussion that the store was leased or purchased for Ramesh or Vidhya. (Tr. p. 313, line 5 – 22).

Hardik testified that his mother "would go to any lengths to get things her way. She would use my brother, she would use somebody else, she – she would use anything to get her way, so

[8] Section A(4) provides: An attorney or pro se litigant participating in a civil... action… may be sanctioned for: (a) filing a frivolous pleading... if... (ii) a reasonable attorney in the same circumstances would believe that under the facts, his claim . . was clearly not warranted under existing law... (iii) a reasonable attorney ... would believe that the procurement, initiation, continuation... of a civil case was intended merely to harass or injure the other party; or (iv) a reasonable attorney presented with the same circumstances would believe the pleading... is frivolous, interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based. Section 15-36-10(A)(4).

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basically she likes – she likes the things to go her way. That – that's the main thing. If it doesn't go her way, then, yeah, it's a problem." (June Tr. p. 152, lines 18 – 23). Hardik specifically said that if Vidhya doesn't get her way "she will use somebody else to get it done… " (June Tr. p. 153, lines 4-5).

> … if you don't do what they say within the house using their manipulative techniques, then they would call, this one call, that one call, and if that doesn't work, then they will gang up on you. Just like Praful threatened me...you know, me and Sanjay, Wasim (ph.), all these will come to our house and make you sign the documents. They gang up on you. That's the cult.

(June Tr. p. 155, lines 2-9).[9]

When overlaid with the actual timeline of the litigation, it is obvious that following Ramesh's death, Vidhya saw her situation was dire and tried to convince Hardik and Anna they had an obligation to provide for her. She demanded some interest in the house and store. Meanwhile, Vidhya began stealing from the store and illegally cashing out lottery tickets. When Vidhya's employment at the store terminated, she stepped up her efforts to convince Hardik he had an obligation to take care of her.

As Hardik testified, other members of Vidhya's cult "gang[ed] up on [him]. (June Tr. p. 155, lines 8-9). Praful Patel, who was one the sellers of the convenience store, approached Hardik and asked him to "go talk to your mama." (Feb. Tr. p. 323, lines 10-11). Praful told Hardik to "sit down and talk to her." (Feb. Tr. p. 324, line 9). He then "threatened" Hardik. "He said he would come to my house with four or five people with Pallev Desai." (Feb. Tr. p. 318, line 19- p. 319, line 6). **Exhibit J**.

[9] Hardik testified that his parents did not want him to marry Anna because she was not a part of their culture. "It's almost like black people, white people. They're not ours, they're not ours." (June Tr. p. 160, line 21 – p. 161, lines 5-6). He had to "put my foot down" to gain their begrudging consent for him to marry Anna. (Tr. p. 162, line 6 – 23). In fact, the final breaking point that led to Hardik moving himself, Anna and his newborn daughter out of the Clinton house was Ramesh's insistence that he be allowed to decide the name for the baby.

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Exactly as Hardik described, when Vidhya could not get her way, she began soliciting help from members of her cult, who put Hardik under pressure trying to get him to do what Vidhya wanted. When Vidhya could not accomplish what she wanted, she filed this lawsuit.

Hardik, Anna and AAHARVID have been required to retain counsel to defend them in this frivolous matter, brought for improper reasons, and without any evidence to support the claims asserted against them.

Sanctions available under the FCPSA include attorney's fees and costs. §15-36-10(G). While other sanctions are available under the Act, it certainly seems appropriate that Vidhya and Darshak be required to pay the attorney's fees and costs incurred by Defendants in defending this frivolous action.

Defendants move for an order of the Court finding that Plaintiffs violated the FCPSA and are responsible for attorneys' fees and costs incurred by Defendants in defending this action. Defendants will submit documentation regarding their fees following the Court's order, and requests that the Plaintiffs be given an opportunity to object to any individual time entry.

Pursuant to Section 15-36-10(D), Plaintiffs have an opportunity to respond before the imposition of sanctions pursuant to the Act. Service of this motion shall constitute notice as required pursuant to Section 15-36-10(D) to respond and offer any explanation of mitigation, if any there be.

CONCLUSION

Defendants are informed and believe that the record in this case, together with the exhibits provided herein, establish that Plaintiffs violated the FCPSA in filing and pursuing this action without facts to support it and for a wrongful purpose. Defendants move for an order

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finding that Plaintiffs shall be responsible for Defendants' attorney's fees and costs, pursuant to Section 15-36-10(G). Following the Court's order on this motion, Defendants shall submit such submit billing records from its attorney for the defense of this action.

Defendants reserve the right to submit further memoranda on the issues raised herein.

Respectfully submitted,

s/ Desa Ballard
Desa Ballard
Harvey M. Wats on III
BALLARD & WATSON
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone 803.796.9299
Facsimile 803.796.1066
desab@desaballard.com
harvey@desaballard.com

ATTORNEYS FOR THE DEFENDANTS

September 8, 2020

ELECTRONICALLY FILED - 2020 Sep 08 3:52 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA)
)
COUNTY OF: LAURENS)

IN THE MATTER OF:
RAMESHCHANDRA PRABHUDAS PATEL)
(Decedent))

IN THE PROBATE COURT

INFORMATION TO HEIRS AND

CASE NUMBER: 2018ES3000084

DEFENDANT'S EXHIBIT A

On JANUARY 18, 2018, Application/Petition was made to the Probate Court of LAURENSCounty at (address), P. O. BOX 194, LAURENS, SC 29360-194, for the (check all that apply):

INFORMAL	FORMAL
☒ PROBATE OF WILL	☐ TESTACY
☒ APPOINTMENT	☐ APPOINTMENT

in the above matter.

(Complete if applicable) The Decedent's Will dated N/A, Codicil(s) dated N/A, and Memorandum(s) dated N/A was/were presented.

Bond HAS ☐ HAS NOT ☒ been filed.

This notice is being sent to persons who have or may have some interest in the estate.

Please note: This form is required to be sent to all potential devisees and heirs of the Decedent. Receipt of this form does not mean that you will inherit from the Decedent. You may review the file in the Probate Court or see an attorney if you desire further information.

My application/petition was granted within the past thirty (30) days on **FEBRUARY 15, 20 18.**

Applicant/Personal Representative Name: **VIDHYABEN R. PATEL**
Address: **18397 HWY 72 EAST**
CLINTON, SC 29325
Telephone (Work):
(Home):
(Cell):
Email:

Co-Applicant/Co-Personal Representative Name: **DARSHAK KUMAR PATEL**
Address: **18397 HIGHWAY 72 EAST**
CLINTON, SC 29325
Telephone (Work):
(Home):
(Cell): [redacted]
Email:

Attorney: **SAMUEL M. PRICE, JR.**
Address: **P. O. DRAWER 836**
NEWBERRY, SC 29108
Telephone: **803-276-0796**
Email: **RSHEALY517@HOTMAIL.COM**

RECEIVED
JUN 07 2018
LAURENS COUNTY, SC
PROBATE COURT

FORM #305ES (1/2014)
62-3-306, 62-3-705

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STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF: LAURENS)
) PROOF OF DELIVERY
IN THE MATTER OF:)
RAMESHCHANDRA PRABHUDAS PATEL) CASE NUMBER: 2018ES3000084
(Decedent))

Copy

On the 4TH day of JUNE, 2018, I mailed or delivered the following document(s):

INFORMATION TO HEIRS AND DEVISEES

☐ A copy of which is attached hereto and incorporated herein, or
☒ The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):

☐ personal delivery
☐ certified mail
☐ commercial delivery
☒ ordinary first-class mail
☐ registered mail
☐ electronic message (Article 7, Trust matters only)

to each of the following persons at the address shown:

NAME	ADDRESS
HARDIK PATEL	2032 FUSCHIA COURT, TEGA CAY, SC 29708

SWORN to before me this 4th day of JUNE, 20 18

Ramona J. Shealy
Notary Public for South Carolina
My Commission Expires: 03/14/2024

Signature:
Print Name: SAMUEL M. PRICE, JR.
Address: P. O. DRAWER 836
NEWBERRY, SC 29108
Telephone (Work): 803-276-0796
(Home):
(Cell):
E-mail: RSHEALY517@HOTMAIL.COM
Relationship to Decedent/Estate: ATTORNEY FOR ESTATE

RECEIVED
JUN 07 2018
LAURENS COUNTY, SC
PROBATE COURT

FORM #120PC (1/2014)
62-1-401, 62-3-706, 62-3-1001, SCRCP 4(d)(9)

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PROCEEDINGS

November 07, 2018

In re: Estate of Rameshchandra Prabhudas Patel

2018ES3000084

REPORTER: Laura DeCillis

STATE OF SOUTH CAROLINA) IN THE PROBATE COURT
)
COUNTY OF LAURENS) CASE NO.: 2018ES3000084

In re:

Estate of Rameshchandra Prabhudas Patel

RULE TO SHOW CAUSE

Hearing held before the Honorable Bryan C. Able, Associate Probate Judge, on Wednesday, the 7th day of November 2018.

Representing the Co-Personal Representatives:

Samuel M. Price, Jr., Esquire
1413 Main Street
Newberry, South Carolina 29108

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PROCEEDINGS

THE COURT: We're here this morning in the Patel estate, case number 2018ES30 at 84. The matter is before the Court upon the Court's issuing a Rule to Show Cause to the Co-Personal Representatives alleging a dereliction of duties, failure of the personal representatives to file an inventory with the Court after various reminder letters had been sent out.

Prior to us going on the record, Mr. Sam Price of the Newberry Bar, who represents the personal representatives, handed up a packet of information which the Court now has. Mr. Price, what's your client's position on this thing?

MR. PRICE: Judge, we would admit that we have not timely filed the inventory. However, the Patel family consists of Mrs. Patel (inaudible), consists of an older son who lives in Tega Cay whose name is Hardik Patel and a younger son, Darshak Patel. Darshak and Mrs. Patel have been appointed as the personal representatives.

Mr. Patel -- and these folks are originally from India. Their legal status is Mrs. Patel and Darshak have green cards. The older brother originally had a green card and that has ultimately evolved into citizenship. But what happened was, when the decedent got to this country he did not have a green card so he put the residence in his older

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son's name. This is the residence on which Mrs. Patel resides, is a convenience store. And I think of it as coming from Newberry on I-26, before you get to the intersection with the Waffle House, the one before that there's a BP station -- convenience store we're talking about. And a corporation or a limit -- a LLC was formed and that was purchased. The older brother is claiming that to be his convenience store.

The third entry, which I've lined through, he had owned an interest in a motel in Newberry a number of years ago, but that's been -- his interest is gone in that. But there's a Florence Travel Lodge (inaudible) owned a 25 percent interest in the stock and has been (inaudible) to Mrs. Patel. But my biggest problem was trying to figure out, identify assets. Because if the family was getting along, I think we could probably transfer stock. I think this is the forum in which we have to resolve these issues of her residence in this --

One other complicating factor is, because the residence is in the older brother's name as directed, that mailings come to him rather than to his mother. So oftentimes when I'm sending letters or this Probate Court is sending letters, it's winding up in Tega Cay. And here is a -- here's a copy of a letter we got back addressed -- but at any rate, you know, we know that we have not timely filed

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this thing, but we're --

THE COURT: Well, I understand. And, of course, the Court is (inaudible) with whatever information they provide to us as far as an address or anything like that. I understand at some point, in looking at the file, you're -- Mr. Darshak Patel says he lives in Florence, but he gave an address for (inaudible) in the file, right?

MR. PRICE: Well, and one other complicating factor, the older brother is married and has two children. Mr. Darshak is married but has no children. But when he first came to see me, he was suffering from stage four cancer. So just the keeping up with appointments and chemotherapy and radiation and all (inaudible). And although Mrs. Patel (inaudible) some English, she does not communicate well in English. It's sort of a --

THE COURT: But you -- you had been able to communicate with them by telephone at some point about --

MR. PRICE: Yes.

THE COURT: -- filing the inventory. (Inaudible) find them, because I think I've got in the file a letter you had sent them sending the inventory to them. Just wait, sir. Let your attorney talk. And it goes on to say that at some point you had spoke with the son several weeks ago but he did not indicate when they would sign the inventory and return it. You spoke with him?

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MR. PRICE: I spoke with the older brother. I'm not sure (inaudible).

THE COURT: Well, I'm referring to an email here that says Mr. Price spoke with the son several weeks ago but he did not indicate when they would sign the inventory and (inaudible).

MR. PRICE: Well, if that's what it says, I'm sure that's correct.

THE COURT: Right. So, I mean, my point is -- and I'm not trying to, you know, belabor the point. But my point is, they provided the address, whatever happened between the brothers, you know, as far as the forwarding of the mail, that's not on the Court. The Court just has to be concerned with the administration of this estate.

Of course, when they were appointed personal representatives, they were informed that this had to be done, the inventory had to be done. This estate was filed when? I think it's earlier this year, I'm sure. Let's see. The petition -- '15 was your first letter, it looks like. But that was the amended application of petition for appointment and notice of representation. So sometime earlier, or way early this year.

I mean, just aware that the inventory had to be done, you know. And I think the letters that are sent out, are they -- are the copies are sent to the attorney?

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All right. Okay. Well, how long, Mr. Price, do you think it'll take to get this inventory?

MR. PRICE: Well, I wouldn't think long. I'm just -- I know at some point in time and I would think that, you know, the Probate Court would be the proper location or venue. But we'd really like to get these issues resolved. Because, you know, hopefully, in the Probate Court we could (inaudible) a court hearing. Because if we've got to do this in Common Pleas --

THE COURT: Well, we need to work on getting this inventory. I mean, it -- you know, time -- you know, I'm just asking how much time you'll need to have it done.

MR. PRICE: Thirty days.

THE COURT: Anything else, Mr. Price?

MR. PRICE: We have nothing further.

THE COURT: All right. I'm going to ask you to prepare an order for me, sir. I understand the issue about the address. That's going to have to be worked out (inaudible) property or the -- that's where they (inaudible) -- both in willful contempt. I sentence both to ten days in jail, able to purge themselves of the contempt by filing a completed inventory -- days of today's date. Both personal representatives will immediately provide an address or addresses where all mail is to be received by them.

MR. PRICE: Judge, what I would love to do is,

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in here, you know, we can work out the -- about the addresses, but to put something in the order about this brother, Hardik Patel, is not --

THE COURT: He's not subject to my jurisdiction.

MR. PRICE: Well, I think that may be correct, but you could also put some language in there --

THE COURT: And I'm -- my thought was them getting a Post Office box or something like that. I think I can order him to do that. I understand and I appreciate that. But I don't think I have the -- with him not before the Court at this time, I don't -- I think the best would be to get a Post Office box or one of these boxes at a -- stores or something like that.

MR. PRICE: Have you got a UPS store in Laurens?

THE COURT: -- box might be good, too. Anything else?

MR. PRICE: No. That's it, Judge.

THE COURT: Thank you, sir. It's good to see you.

MR. PRICE: You, too.

(End of Recording)

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CERTIFICATE OF REPORTER

I, Laura S. DeCillis, Certified Court Reporter and Notary Public in and for the State of South Carolina at Large, do hereby certify:

That the foregoing Recording, as typed, is true, accurate and complete to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

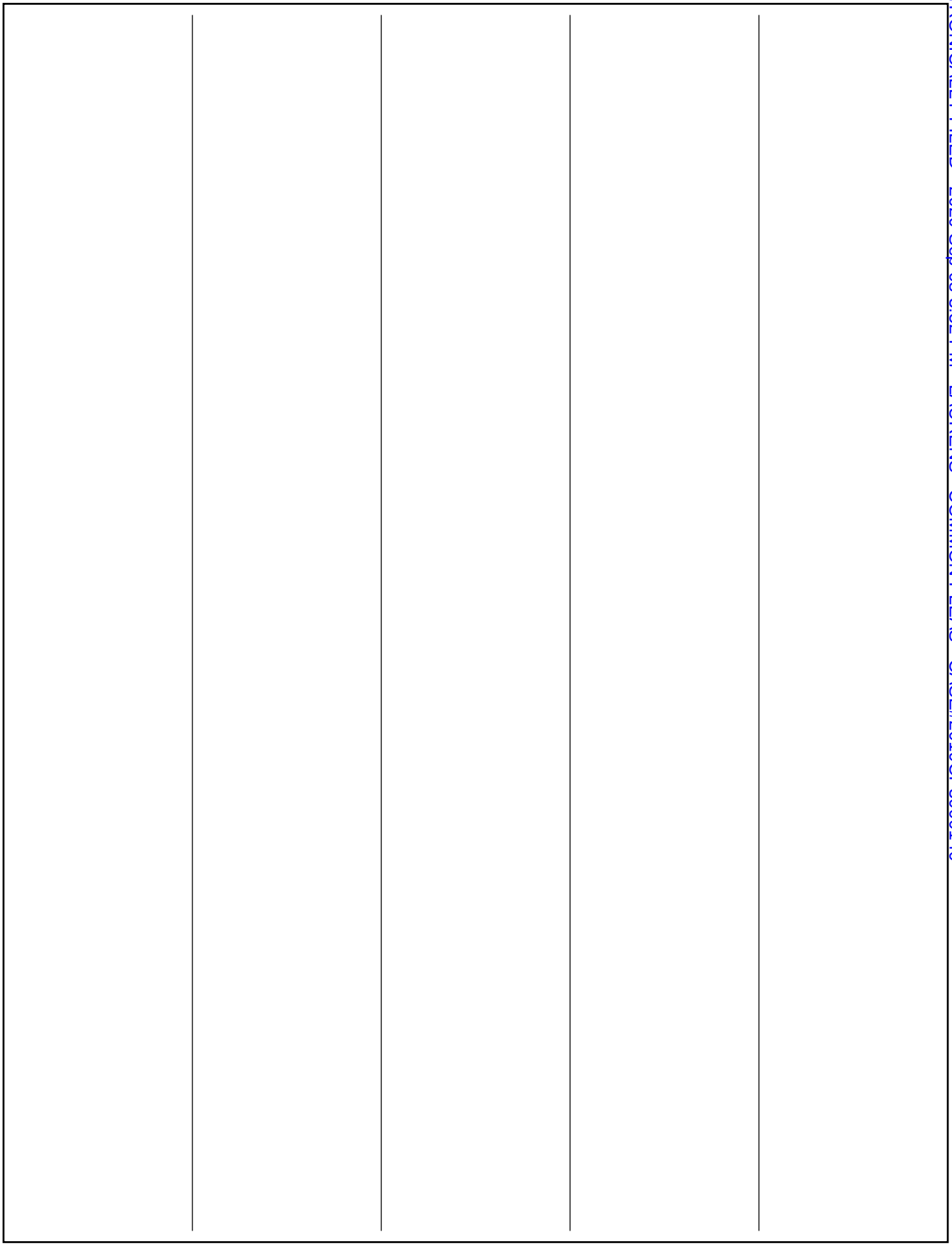
I further certify that the original of said transcript shall be hereafter sealed and delivered to Ballard & Watson, 226 State Street, West Columbia, South Carolina, 29169.

Witness my hand, I have hereunto affixed my official seal this 3rd day of May 2019, at Columbia, Richland County, South Carolina.

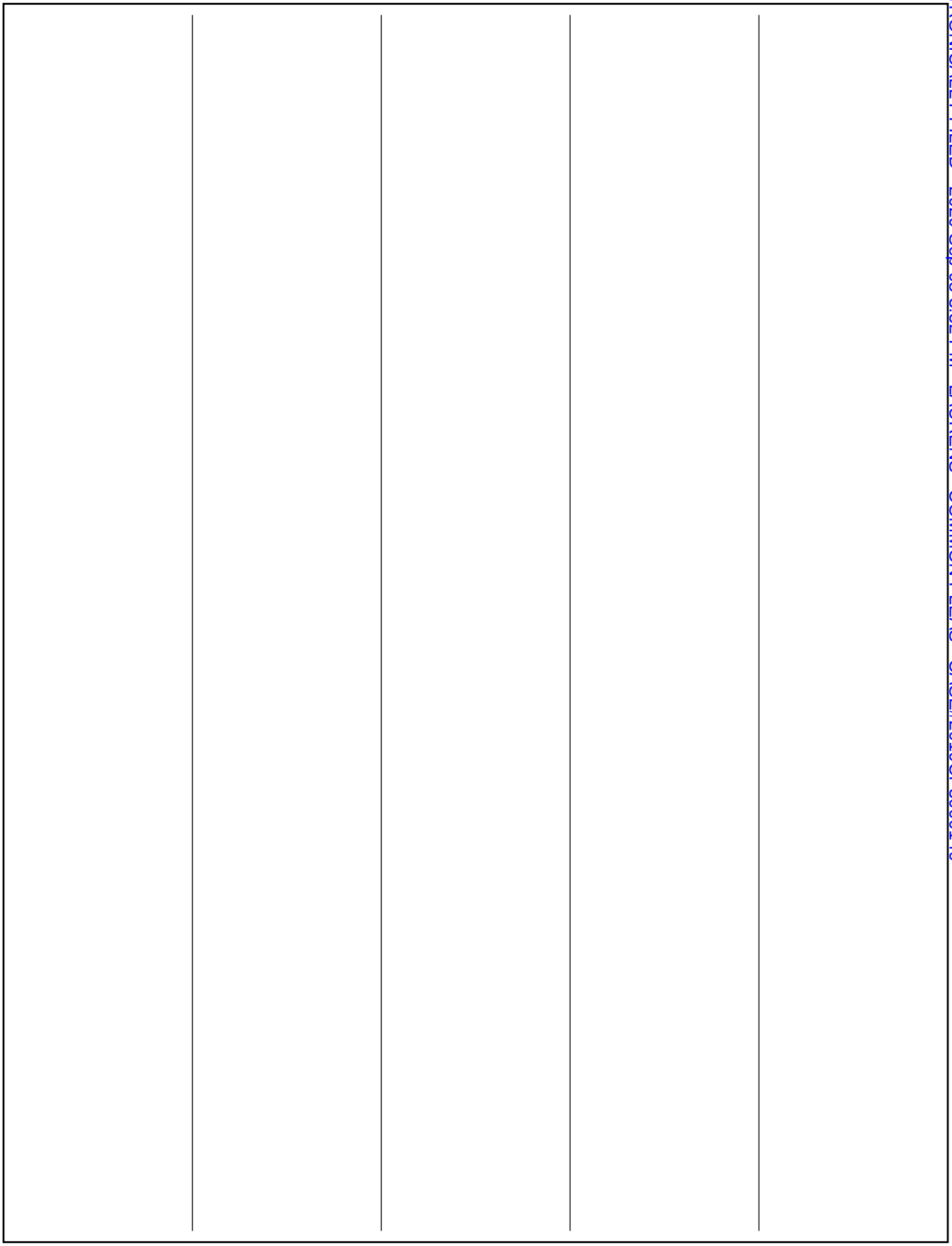


Laura S. DeCillis
Certified Court Reporter
My Commission Expires
August 4, 2026

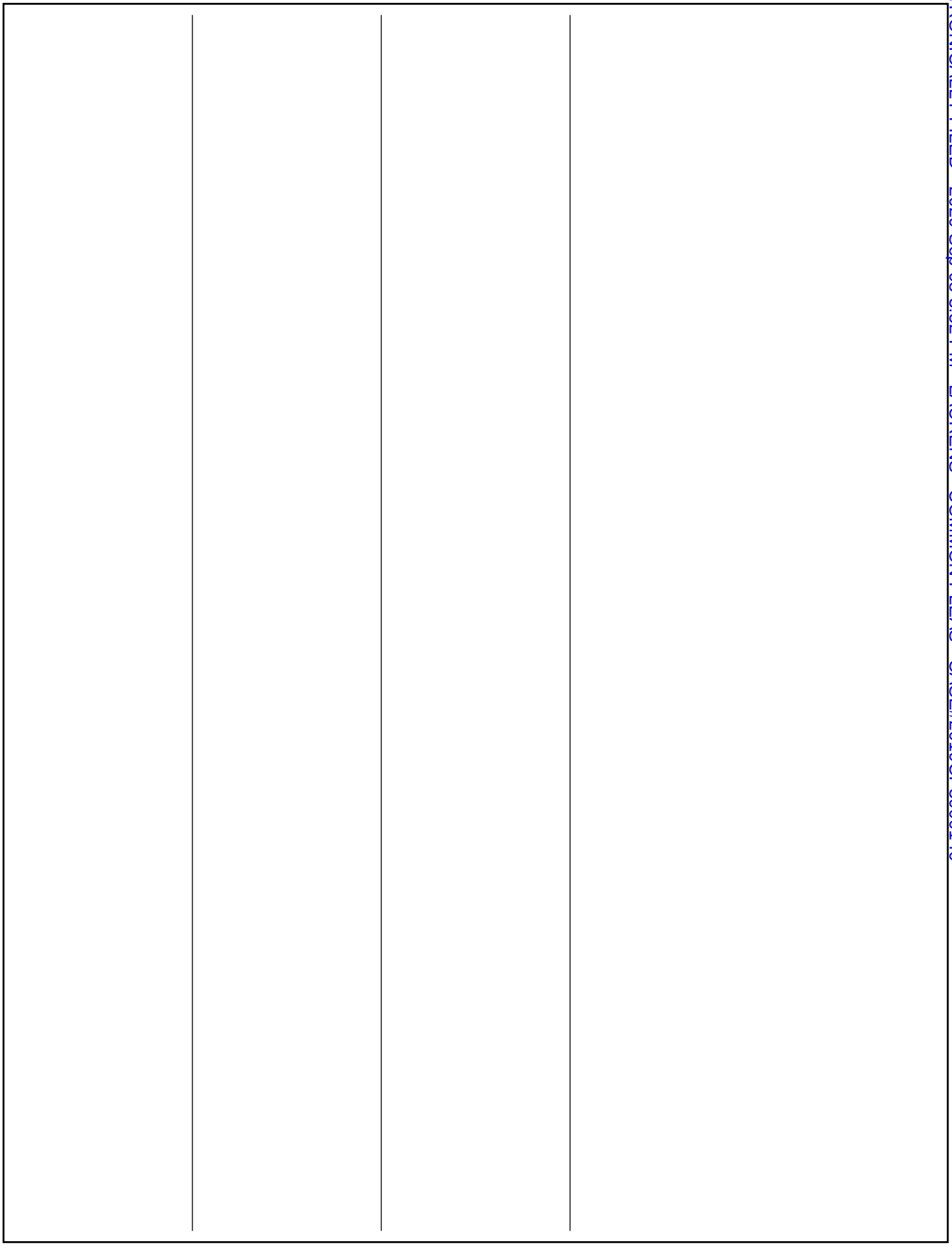
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STATE OF SOUTH CAROLINA
COUNTY OF LAURENS
IN THE PROBATE COURT

JUDGMENT IN A CIVIL CASE

CASE NO.: 2018ES3000084

Petitioner(s)/Plaintiff(s)

Estate of Rameshchandra Prabhudas Patel

vs.

Respondent(s)/Defendant(s)



CHECK ONE:

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED.** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other -

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other -

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

Dated at Laurens, South Carolina, this 15th day of November, 2018.

Bryan C. Able
PRESIDING JUDGE

This judgment was entered on the 15th day of November, 2018, and a copy mailed first class this 15th day of November, 2018, to attorneys of record or to parties (when appearing pro se) as follows:

Samuel M. Price, Jr.
Attorney at Law
1413 Main Street
Newberry, SC 29108

Nancy K. Sims
Judicial Assistant, Probate Court, Laurens County, S.C.
(864) 984-7315

SCRCP - Form 4; Revised 06/2008

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STATE OF SOUTH CAROLINA)
) IN THE PROBATE COURT
COUNTY OF LAURENS)

RECEIVED
NOV 13 2018
LAURENS COUNTY, SC
PROBATE COURT

IN RE: ESTATE OF RAMESHCHANDRA PRABHUDAS PATEL

CASE NUMBER 2018ES3000084

ORDER

This matter comes before the Court pursuant to a Rule to Show Cause issued by Kaye W. Fridy, Judge of Probate for Laurens County, requiring Dhyaben (sic) R. Patel and Darshak Kumar Patel as Co-Personal Representatives, to appear before the Court on Wednesday, November 7, 2018, at 9:30 a.m. The Co-Personal Representatives did appear with their attorney Samuel M. Price, Jr. The issue was that Dhyaben (sic) R. Patel and Darshak Kumar Patel as Co-Personal Representatives of the above captioned estate had failed to file an Inventory and Appraisement. Samuel M. Price, Jr., Attorney for the Co-Personal Representatives, stated to the Court the following ~~facts~~ BLA that had created confusion and delays in the filing of the Inventory and Appraisement:

1. Decedent had no Will.
2. The real estate of decedent was not in decedent's name, to wit:

(a) Residence – 18397 Highway 72 E, Clinton, South Carolina 29325

Titled Hardik Patel BLA

(b) Convenience store – 19267 Highway 72 E, Clinton, South Carolina 29325

Titled Aaharvid, LLC

(c) 25% interest in Travel Lodge – 3783 W Palmetto Street, Florence, South Carolina 29501 Titled Shriji Hari, LLC

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BVA

2. That Hardik Patel, older son of the decedent, was having all mail sent to 18397 Highway 72 E, Clinton, South Carolina 29325 diverted to Hardik Patel's Tega Cay address.

This Court has considered the confusion and complexity in this case. However, there are statutory requirements which must be fulfilled.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the Co-Personal Representatives are found to be in willful contempt. Because of this willful contempt, each Personal Representative shall be confined in the Laurens County Detention Center for ten (10) days. Provided, however, if the Co-Personal Representatives file the required Inventory and Appraisement within thirty (30) days of the date of this hearing and pay Sixty-five and no/100 ($65.00) dollars (cost of service) to the Office of the Probate Court for Laurens County, the ten (10) days period of confinement shall be suspended.

IT IS SO ORDERED.

BRYAN C. ABLE
ASSOCIATE PROBATE JUDGE
LAURENS COUNTY

Newberry, SC
November 15, 2018

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STATE OF SOUTH CAROLINA)
)
COUNTY OF: LAURENS)

IN THE PROBATE COURT

INVENTORY AND APPRAISEMENT

☒ ORIGINAL
☐ AMENDED #
(*must restate the unchanged information from the orig*

IN THE MATTER OF:
RAMESHCHANDRA PRABHUDAS PATEL
(Decedent)

CASE NUMBER: 2018ES3000084

DEFENDANT'S EXHIBIT D

COPY

File the original Inventory and Appraisement with the Probate Court within ninety (90) days following the fiduciary appointment. A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. An Amended Inventory should be utilized for correcting, adjusting or adding to an original inventory, and *must restate the unchanged information from the original Inventory.* A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

	Non-Probate (OPTIONAL)	Probate
Schedule A - Real Estate		$ 838,731.10
Schedule B - Stocks and Bonds		$
Schedule C - Notes Due Decedent and Cash		$
Schedule D - Insurance on Decedent's Life - Part 1 - Payable to Estate		$
Part 2 - Payable to Beneficiary	$ 500,000.00	
Schedule E - Jointly Owned Property	$	
Schedule F - Other Miscellaneous Assets Payable to Estate		$ 21,500.00
Schedule G - Transfers During Decedent's Life	$	$
Schedule H - Powers of Appointment	$	$
Schedule I - Annuities and Retirement Accounts	$	$
GROSS VALUE OF PROBATE ESTATE		$ 860,231.10

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisement of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 7th day of November, 2018

Ramona J. Shealy
Notary Public for South Carolina
My Commission Expires: 3/14/2024

Personal Representative Signature: V.R. Patel
Print Name: VIDHYABEN R. PATEL
Address: 18397 HIGHWAY 72 EAST
CLINTON, SC 29325
Telephone (Work):
(Home):
(Cell):
(Email):

Attorney: SAMUEL M. PRICE, JR.
Address: P. O. DRAWER 836
NEWBERRY, SC 29108
Telephone: 803-276-0796
Email: RSHEALY517@HOTMAIL.COM

Co-Personal Representative Signature (if applicable)
Name: DARSHAK KUMAR PATEL
Address: 18397 HIGHWAY 72 EAST
CLINTON, SC 29325
Telephone (Work):
Telephone (Home):
(Cell): [redacted]
(Email):

RECEIVED
DEC 13 2018
LAURENS COUNTY, SC
PROBATE COURT

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WHEN COMPLETING THE FOLLOWING SCHEDULES LIST ALL PROBATE ASSETS, REGARDLESS OF LOCATION. ALL OUT-OF-STATE PROBATE ASSETS MUST BE DISCLOSED. NON-PROBATE PROPERTY NEED NOT BE DISCLOSED.

SCHEDULE A – REAL ESTATE. List below any real estate in Decedent's name alone or tenants in common (not as joint with right of survivorship or tenants in the entirety). Describe each property by listing its full address, tax map number, deed book and page, and description consistently (for example: house, lot, buildings, acreage). Also list oil/mineral rights and time shares if it is real property. If none, so state. If the property is encumbered, list the full fair market value of the property here and the encumbrance on the Encumbrance Schedule below. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No. Description	% owned by Decedent	Fair Market Value	Value of Decedent's interest
1. SEE ATTACHED LIST OF REAL ESTATE Tax Map Number:			
2. Tax Map Number:			
3. Tax Map Number:			

TOTAL SCHEDULE A $ 838,731.10

(also enter under recapitulation, page 1)

SCHEDULE B – STOCKS AND BONDS. List below all stocks and bonds in the Decedent's name alone or tenants in common (not as joint with right of survivorship). Identify each type of security and the number of shares. If none, so state. (For jointly owned property **with right of survivorship**, you may list in Schedule E.

Item No.	Description	Face Value	Appraised Value
1.	NONE		
2.			
3.			
4.			

TOTAL SCHEDULE B $ 0.00

(also enter under recapitulation, page 1)

SCHEDULE C – CASH, BANK ACCOUNTS, NOTES RECEIVABLES. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck, etc.), cash on hand, notes payable to Decedent, and survival action proceeds. If none, so state. List each separate account type and institution and last two digits of the account. (For jointly owned property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Value
1.	NONE	
2.		
3.		

TOTAL SCHEDULE C $ 0.00

(also enter under recapitulation, page 1)

SCHEDULE D - LIFE INSURANCE (If none, so state.)
Part 1 - Life Insurance – List the insurance on the life of the Decedent which is payable to the Estate.

Item No.	Description	Value
1.	NONE	
2.		
3.		

TOTAL PART 1 $ 0.00

(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

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Part 2 (**OPTIONAL**) - You may list here the insurance on the life of the Decedent which is payable to beneficiaries.

Item No.	Description	Beneficiary	Value
1.	MASS MUTUAL	Shriji Hari, LLC	300,000.00
2.	NationWide Insurance	Vidhyaben R. Patel	200,000.00
3.			

TOTAL PART 2 $ 500,000.00
(also enter under recapitulation, page 1)

SCHEDULE E - (OPTIONAL) JOINT WITH RIGHT OF SURVIVORSHIP – You may list below any non-probate property jointly owned by the Decedent with another **with right of survivorship.** List each separate account type and institution and the last two digits of each account.

Item No.	Description	Joint Owner(s)	Percentage Includible	Value of Decedent's Interest
1.	BB&T	Vidhyaben R. Patel	not required	not required
2.				
3.				

TOTAL SCHEDULE E $
(also enter under recapitulation, page 1)

SCHEDULE F – OTHER MISCELLANEOUS ASSETS PAYABLE TO ESTATE. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled (Include year/make/model/VIN, if applicable), airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets. If none, so state. (For jointly owned tangible personal property **with right of survivorship**, you may list in Schedule E.)

Item No.	Description	Value
1.	2015 Honda mini van	15,667.00
2.	2006 Toyota	5,833.00
3.		
4.		
5.		

TOTAL SCHEDULE F $ 21,500.00
(also enter under recapitulation, page 1)

NOTE: FOR SCHEDULES G, H, AND I. LIST VALUES ONLY IF PAYABLE TO ESTATE.

SCHEDULE G – TRANSFERS DURING DECEDENT'S LIFE. List any transfers intended to take effect at death if such property is payable to the Estate. You may list in the "Optional" section below any non-probate transfers intended to take effect at death not payable to the Estate, including United States Government Bonds "Payable on Death," accounts which are "Transfer on Death," a trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc. If none, so state.

List date and type of transfer and list total amount **payable to estate:**		
1.	None	
2.		
(OPTIONAL) describe and list amounts **not** payable to estate:		
1.		
2.		

TOTAL SCHEDULE G $ 0.00
(also enter under recapitulation, page 1)

(If more space is required, insert additional sheets of same size.)

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SCHEDULE H – POWERS OF APPOINTMENT. List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate. You may list property subject to such power if it was not payable to the Estate in the "Optional" section below. If none, so state.

Describe and list total amount **payable to estate:**

1.	None	
2.		

(OPTIONAL) describe and list amounts **not** payable to estate:

1.		
2.		

TOTAL SCHEDULE H $ 0.00
(also enter under recapitulation, page 1)

SCHEDULE I – ANNUITIES AND RETIREMENT ACCOUNTS (IRA's, 401(K), etc.). List any annuities or retirement accounts owned by the Decedent and payable to the Estate. You may list in the "Optional" section below any accounts payable to a beneficiary which is not payable to the Estate.

Describe and list total amount **payable to estate:**

1.	None	
2.		
3.		

(OPTIONAL) describe and list amounts **not** payable to estate:

1.		
2.		
3.		

TOTAL SCHEDULE I $ 0.00
(also enter under recapitulation, page 1)

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., **but not general debts of the estate**). List debts of the Decedent secured by assets on the above Schedules and describe the debt and the specific asset encumbered.

Item No.	Schedule & Item Number Encumbered Thereby	Description & Amount
1.	Schedule F Item 1	20,000.00 debt on mini van
2.	Schedule A - Residence	$45,000.00 debt
3.	Schedule A - Convenience Store Schedule A - Motel	$265,000.00 debt $600,000.00 debt

TOTAL ENCUMBRANCES $ 930,000.00

(If more space is required, insert additional sheets of same size.)

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REAL ESTATE OF RAMESHCHANDTRA PRABHUDAS PATEL
2018ES30000084

TMS No.	Type	Address	Titled in name of	Tax Appraised value
636-00-00-037 (Laurens County)	Residence	18397 Highway 72 East Clinton, SC 29325	Hardik Patel	$40,500.00
901-35-01-006 (Laurens County)	Convenience Store	19267 Highway 72 East Clinton, SC 29325	AAHarvid, LLC	$387,000.00
00076-04-005 (Florence County)	Motel (25% Interest)	3783 W Palmetto Street Florence, SC 29501	Shriji Hari, LLC	$1,644,924.39 25% = $411,231.10

Total Real Estate $838,731.10

It is believed that all properties are subject to real estate mortgage debt which has not been subtracted from the Tax Appraised Value.

Exp Litigation is pending related to the real estate

Samuel M. Price, Jr.

Prepared by: Samuel M. Price, Jr., Attorney
November 6, 2018

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STATE OF SOUTH CAROLINA)
COUNTY OF LAURENS)
ESTATE OF: Rameshchandra P. Patel)
CASE NUMBER: 2018ES3000084)

IN THE PROBATE COURT
(COST STATEMENT - EFFECTIVE 08/14/94)

FEE SCHEDULE:

Less than $5,000	$25.00
$5,000 but less than $20,000	$45.00
$20,000 but less than $60,000	$67.50
$60,000 but less than $100,000	$95.00
$100,000 but less than $600,000	$95.00+
(.0015 times amount between $100,000 and $600,000)	
$600,000 plus	$845.00+
(.0025 times amount over $600,000)	

Value of Probate Estate: $21,500.00

Fee amount based on Probate Estate:		$ 67.50
Less: PAYMENT ON :	02/15/18	$ 25.00
Subtotal		$ 42.50

Other Fees of the Probate Court:

☐ Issuing Certified Copy	0	at	$5.00	$ -
☐ Issuing Exemplified Copy	0	at	$20.00	$ -
☐ Reforming or Correcting Marriage Record	0	at	$6.75	$ -
☐ Filing Demands for Notice	0	at	$5.00	$ -
☐ Filing Conservatorship Accountings	0	at	$10.00	$ -
☐ Recording Authenticated/Certified Record	0	at	$20.00	$ -
☐ Reopening Closed Estates	0	at	$22.50	$ -
☐ Appointment of Special/Temporary Fiduciary	0	at	$22.50	$ -
☐ Filing/Indexing Will under Sec. 62-2-901	0	at	$10.00	$ -
☐ Certifying Appeal Record	0	at	$10.00	$ -
☐ Filing Initial Petition in any Proceeding	0	at	$150.00	$ -
☐ Copies	0	at	$0.50	$ -
☐ Reminders	0	at	$5.00	$ -
☐ Filing Death Certificate	0	at	$10.00	$ -
Total Costs Due***				$ 42.50

Publication Fee for Creditor's Notice was paid in full upon Appointment to:

☐	Laurens Advertiser	$75.00
☑	Clinton Chronicle	$75.00
☐	The Observer	$30.45
☐	Publication NOT Required	

***Please make check payable to PROBATE COURT and forward same to this Court at
P O Box 194, Laurens, SC 29360 on or before: 12/28/18

THANKS

Kaye W. Fridy
Kaye W. Fridy, Judge of Probate Court

STATEMENT DATE: 12/13/18

Sent to PR and Attorney



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STATE OF SOUTH CAROLINA

IN THE PROBATE COURT

COUNTY OF LAURENS

CASE NO.: 2018ES3000084

IN THE MATTER OF:
RAMESHCHANDRA PRABHUDAS
PATEL

Deceased.

AFFIDAVIT OF HARDIK PATEL IN OBJECTION TO ESTATE INVENTORY

I, HARDIK PATEL, being first duly sworn do state for my affidavit as follows:

1. I am a resident of York County, South Carolina. I am over eighteen (18) years of age and am fully competent.

2. I am the son of the decedent, Rameshcandra Prabhudas Patel.

3. The inventory on filed on December 13, 2018 in the Estate of Rameshchandra Prabhubas Patel materially misrepresents my father's assets by listing real property which he did not own.

4. My father had no legal or equitable ownership interest in the residence located at 18397 Highway 72 East, Clinton, SC 29325 or the convenience store located at 19267 Highway 72 East, Clinton, South Carolina 29325.

5. I am the owner of the property located at 18397 Highway 72 East, Clinton, SC 29325, Tax Map # 636-00-00-037, as indicated by deed recorded April 28, 2009 in Office of the Clerk of Court for Laurens County, South Carolina, which is attached hereto as Exhibit A and incorporated herein by reference.

6. The convenience store located at 19267 Highway 72 East, Clinton, South Carolina 29325, Tax Map #901-35-01-006, is owned by AAHARVID, LLC, and the deed for this property is attached hereto as Exhibit B and incorporated herein by reference.

7. My wife, Anal Patel, is the sole member and manager of AAHARVID, LLC, and has been since the company was formed in May 2007.

Further the Affiant Sayeth not.

This the 9th day of January, 2019.

Hardik Patel (SEAL)

Sworn and subscribed before me this 9 day of January, 2018.

Notary Public for the State of South Carolina
My commission expires: 4/23/2025

SUSAN CLAIR HARSHAW MEEK
NOTARY PUBLIC
SOUTH CAROLINA



STATE OF SOUTH CAROLINA

COUNTY OF: LAURENS

IN THE MATTER OF:
RAMESHCHANDRA PATEL
☒ Decedent ☐ Alleged Incapacitated Individual

▲ PROBATE COURT USE ONLY ▲

IN THE PROBATE COURT
CASE NUMBER 2018-ES-30-00084

HARDIK PATEL

Petitioner(s),

vs.

VIDHYABEN R. PATEL AND DARSHAK R. PATEL

Respondent(s).*

SUMMONS

*For Guardianship/Conservatorship matters, you must include the alleged incapacitated individual as a Respondent.

TO THE RESPONDENT(S) LISTED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Petitioner(s) listed above at the following address(es):

Please Type or Print.

Desa Ballard
(Name of Petitioner/Attorney for Petitioner)

Post Office Box 6338
(Street Address or Mailing Address)

West Columbia, South Carolina 29171
(City, State, and Zip Code)

Your Answer must be served on the Petitioner at the above address within **thirty (30) days** after the service of this Summons and Petition upon you, exclusive of the day of such service; and if you fail to answer the Petition within that time, judgment by default will be rendered against you for the relief demanded in the Petition.

Desa Ballard
Signature of Petitioner(s)/Attorney for Petitioner(s)

Date: March 22, 2019

SCCA 401PC (01/2019)

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STATE OF SOUTH CAROLINA)
)
COUNTY OF: LAURENS)
)
IN THE MATTER OF:)
RAMESHCHANDRA PATEL)
(Decedent))

IN THE PROBATE COURT

CASE NUMBER: 2018ES300084

***COMPLETE THIS SECTION ONLY IF FILING PETITION FOR FORMAL TESTACY AND/OR FORMAL APPOINTMENT**

*HARDIK PATEL,
Petitioner(s)
vs.

*VIDHYABEN R. PATEL AND DARSHAK R. PATEL,
Respondent(s)

APPLICATION FOR INFORMAL (check any that apply) ***PETITION FOR FORMAL**

- ☐ PROBATE OF WILL
- ☐ APPOINTMENT
- ☐ TESTACY
- ☒ APPOINTMENT

If this is a formal filing, please explain on page 3 or attach pleadings pursuant to *SC Rules of Civil Procedure*.

***NOTE: IF THIS IS A FORMAL PROCEEDING, IN ADDITION TO THIS FORM PETITION, YOU MUST ALSO FILE A SUMMONS (FORM SCCA 401PC), AND PAY THE STATUTORY FILING FEE OF $150.00. A HEARING IN THE PROBATE COURT ON THE PETITION MAY BE REQUIRED.**

I. ALL APPLICANTS/PETITIONERS MUST COMPLETE THIS SECTION.

1. Applicant/Petitioner(s): Hardik Patel
   Address: 2032 Fuschia Court, Tega Cay, SC 29708
   Telephone (Work): via counsel desab@desaballard.com
   (Home): same
   (Cell): same
   Email: via counsel desab@desaballard.com
   Relationship to Decedent: Son

2. Decedent Information:

   Full Legal Name (including all known names): Rameschandra P. Patel
   Date of Birth: June 13, 1954
   Date of Death: June 29, 2017
   Age at Date of Death: 63

3. Venue for this proceeding is proper in this County because:

- ☒ Decedent was domiciled in this County at date of death:
  Address: 18397 HIGHWAY 72 EAST, CLINTON, SC 29325 County: Laurens State: South Carolina.
- ☐ Decedent was **not** domiciled in **South Carolina**, but property of Decedent was located in this County at date of death at:
  Address: County: State: South Carolina
- ☐ Decedent has a right to take legal action in this County because:

If the above address is the address of a nursing home, prison, or other residential facility, please give the last address of the Decedent prior to entering a facility:

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4(a). Names and addresses of beneficiaries (devisees) named in the Will.

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent

☐ See attached for additional devisees (check if applicable).

4(b). Names and addresses of intestate heirs who are not devisees (persons who inherit if Decedent left no Will).

Full Legal Name (including all known names)	Year of Birth	Full Address	Relationship to Decedent
No change			

☐ See attached for additional intestate heirs (check if applicable).

4(c). Did all of the above persons survive one hundred and twenty (120) hours since the death of Decedent?

☒ YES ☐ NO If no, please explain on page 3.

5. Did Decedent have any change of marital status or the birth or adoption of any children after execution of this Will, if one exists, or has any child of the Decedent been born since his/her death, or is any birth of a child of the Decedent anticipated? (This includes illegitimate children.)

☒ NO ☐ YES If yes, please explain, on page 3.

6. To the best of your knowledge, was the Decedent a patient in a non-private State of South Carolina mental health facility during his/her lifetime?

☒ NO ☐ YES If yes, please explain, on page 3.

7. Has a Guardian or Conservator ever been appointed by a Court for this person?

☒ NO ☐ YES If yes, please explain on page 3.

8. Has a Personal Representative of the Decedent been appointed prior to this date by a Court in this state or elsewhere?

☐ NO ☒ YES If yes, please state details, including name and address of such Personal Representative on page 3.

9. Have you received or are you aware of any Demands for Notice (FORM #111ES) of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere?

☐ NO ☒ YES If yes, please state details, including names and addresses on page 3.

ROA 000204

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10. Have more than ten (10) years passed since the Decedent's death?

☒ NO ☐ YES If yes, please state circumstances authorizing tardy probate on page 3.

11(a). Did the Decedent own probate real estate?

☒ NO ☐ YES If yes, an approximate value of $_____ (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

11(b). Did the Decedent own probate personal property?

☐ NO ☒ YES If yes, an approximate value of $minimal (Note: A complete inventory of probate assets with fair market values is to be filed after Personal Representative is appointed.)

12. Have you made a diligent search for a Will of the Decedent?

☒ YES
☐ NO If no, please explain on page 3 below.

II. IF A WILL EXISTS, PLEASE COMPLETE THIS SECTION.

1. Regarding the Decedent's Will:

☐ The original is attached.
☐ The original is in the Court's possession.
☐ An exemplified (authenticated) copy of a Will probated in another jurisdiction is attached.
☐ An exemplified (authenticated) copy of a Will not probated in another jurisdiction is attached.
☐ The original of the Will is lost, destroyed, or otherwise unavailable, however, a copy or a description of its contents is attached. (for formal proceeding, explain below or attach supplemental pleadings)

2. The execution date of the Will was: _____
Codicil(s): _____

3. Is there a memorandum that disposes of tangible personal property pursuant to 62-2-512?

☐ NO ☐ YES If yes, attach hereto.

4. To the best of your knowledge, do you believe the Will listed above is the Decedent's validly executed last Will?

☐ YES ☐ NO If no, please explain on page 3.

5. To the best of your knowledge, is any witness to the will an "interested witness" (i.e., does the will make any devise to a witness, a witness's spouse, or a witness's issue)?

☐ NO ☐ YES If yes, please explain on page 3.

COMPLETE EXPLANATION(S) FOR QUESTIONS IN SECTIONS I and II HERE.
(If more space is required, use additional sheets.)

Existing personal representatives were appointed as co-personal representatives on February 15, 2018. Petitioner seeks to remove existing personal representatives for misconduct and damage to the estate, and seeks appointment as successor personal representative.

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III. IF APPLYING FOR INFORMAL OR FORMAL APPOINTMENT, PLEASE COMPLETE THE FOLLOWING.

1. If the Applicant/Petitioner is not the proposed Personal Representative(s), list name and address of the person you are proposing be appointed as the fiduciary:
   same

2. Priority for appointment of the proposed Personal Representative (whether applicant or nominee) is:

   - ☐ named as Primary Personal Representative in Will
   - ☐ named as Alternate Personal Representative in Will
   - ☐ nominee of Primary Personal Representative in Will
   - ☐ nominee of Alternate Personal Representative in Will
   - ☐ surviving spouse of Decedent who is devisee of Decedent or nominee of said spouse
   - ☐ other devisee of Decedent (describe): _____or nominee of said devisee
   - ☐ surviving spouse of Decedent or nominee of said spouse
   - ☒ other heir of Decedent (describe): Son or nominee of said heir
   - ☐ creditor (forty-five (45) days after death must have passed) or nominee of creditor; written statement of claim, FORM 371ES, is attached
   - ☐ other (describe):_____

3. List below the name(s) of any other person(s), if any, having an equal or higher priority of appointment than the proposed Personal Representative:
   Existing personal representatives (wife and son)

IV. ALL APPLICANTS/PETITIONERS MUST COMPLETE VERIFICATION.

VERIFICATION

The undersigned, being sworn, states that the facts set forth in the foregoing statement are true to the best of the undersigned's knowledge, information and belief, and hereby submits to the Court's jurisdiction in this matter.

Signature of Applicant/Petitioner: _____

KATHERINE SMITH NOTARY PUBLIC COM. EXP. 02-01-2027 SOUTH CAROLINA

SWORN to before me this 22 day of March, 20 19

_____
Notary Public for South Carolina
My Commission Expires: 02/01/2027

Signature of Co-Applicant/Co-Petitioner: _____

SWORN to before me this _____ day of _____. 20 _____

_____
Notary Public for South Carolina
My Commission Expires: _____

ORDER OF INFORMAL PROBATE

IT IS HEREBY ORDERED that the above application for probate of a Will executed _____and
☐ Codicil executed _____ and
☐ Memorandum

be informally ☐ GRANTED ☐ DENIED.

Executed this day of , 2 .

_____
, Probate Court Judge

☐ For formal probate of Will, see separate order executed _____.

ORDER OF INFORMAL APPOINTMENT

IT IS HEREBY ORDERED that the above Application for Appointment be granted upon the filing of an appropriate bond, if applicable, and upon the signing of the Qualification and Statement of Acceptance of appointment.

Bond
☐ Fiduciary Bond in the amount of $_____
☐ Bond not required for Personal Representative nominated by Will
☐ Bond not required as Personal Representative is sole heir or sole devisee
☐ Bond not required as Personal Representative is state agency, bank, or trust company
☐ Bond waivers filed
☐ See order dated _____
☐ Other:_____

Notice to Creditors
☐ Required
☐ Not Required

Executed this day of , 2 .

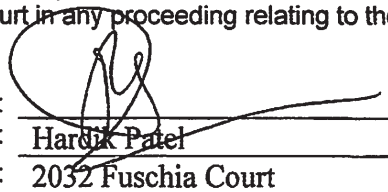
_____
, Probate Court Judge

☐ For formal appointment of Personal Representative, see separate order executed _____.

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QUALIFICATION AND STATEMENT OF ACCEPTANCE

I accept this appointment and agree to perform the duties and discharge the trust of the office of Personal Representative of this estate. I further submit personally to the jurisdiction of the Court in any proceeding relating to the Estate.

Signature: 
Print Name: Hardik Patel
Address: 2032 Fuschia Court
Tega Cay, SC 29708
Telephone (Work): via counsel
(Home): via counsel
(Cell): via counsel
Email: c[redacted]

Signature: _____
Print Name: _____
Address: _____
_____
Telephone (Work): _____
(Home): _____
(Cell): _____
Email: _____

*Attorney: Desa Ballard
Address: Post Office Box 6338
West Columbia, SC 29171
Telephone: 803-796-9299
Email: desab@desaballard.com

***By completing this information, attorney is designated as attorney of record for assisting Personal Representative until proper withdrawal.**

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NOTICE OF OFFER TO PURCHASE INTEREST OF MEMBER OF SHRIJI HARI LLC

To all members of SHRIJI HARI LLC:

Please be advised that the undersigned proposes to purchase the interest of Dikul J. Patel for a purchase price of Twenty-five thousand and no/100 ($25,000.00) Dollars.

I so offer: S.R Pat

~~Shilpa R.~~ Patel
1504 Huntington Drive
Orangeburg, SC 29118

I accept: D J Patel
Dikul J. Patel

Date: 11/27/2017

We, the undersigned, comprising all remaining Members of SHRIJI HARI LLC, do hereby accept the proposed terms of sale of the interest of Dikul J. Patel to Shilpa R. Patel, as set out above, upon closing of the sale as set out above do accept him as a Member of SHRIJI HARI LLC with all rights and privileges pertaining thereto, and do hereby waive the 30 day and 45 day waiting periods pertaining to the closing of the sale, as set forth in Section 8.2.2 and 8.2.3 of the Operating Agreement for SHRIJI HARI LLC.

Rajesh H. Patel: Rajesh H. Patel

Dinesh S. Patel: Dinesh S. Patel

Sunil H. Patel: S H Patel

Vidhyaben R. Patel: Vidhya Patel

Date: 11/27/2017



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AMENDMENTS TO OPERATING AGREEMENT OF SHRIJI HARI LLC

A South Carolina Member-Managed Limited Liability Company

1) Due to the untimely death of Ramesh Patel on June 28, 2017, it is necessary to remove his name from any and all Sections of the Operating Agreement, and most specifically, to remove him as designated manager/member of this LLC in Section 5.1.2 of the agreement. He was also selected as the original Registered Agent at the time of formation of this LLC in Section 1.5 of the Operating Agreement, but the Member named to this position in the filing with the Office of the Secretary of State of South Carolina, and as such the current Registered Agent, was and remains Rajesh Patel. The undersigned members approve of this action and wish for Rajesh Patel to continue to serve in this position; as such Section 1.7 of the Operating Agreement should be changed to read: Registered Agent. Rajesh Patel.

2) It is the desire of all remaining members of this LLC that Vidhyaben R. Patel, widow of Ramesh P. Patel, be a fully substituted Member of this LLC, and as such, be listed as a fully empowered Member in the listing of members, (attached as Schedule 1 and made a part of the Operating Agreement).

3) All of the remaining members, by affixing their signatures below, confirm that, within 120 days of the death of Ramesh P. Patel, they had unanimously agreed that the LLC should continue the business of the company, pursuant to Section 9.1.4 of the Operating Agreement.

4) The said member, Rajesh Patel, is hereby appointed by the remaining members signing below to serve as the designated manager/member of the LLC, pursuant to Section 5.1.2 of the Operating Agreement, and handle duties as set forth therein.

IN WITNESS WHEREOF, the parties to this Amendment to the Operating Agreement of SHRIJI HARI LLC, as listed below, do hereby affix their signatures for the purpose expressing and approving said agreement on the 27th day of November, 2017:

Rajesh H. Patel: Rajesh H. Patel

Dinesh S. Patel: Dinesh S. Patel

Sunil H. Patel: S H Patel

Dikul J. Patel: D J Patel

DEFENDANT'S EXHIBIT F

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

IN THE PROBATE COURT

IN THE MATTER OF:)
)
Rameshchandra Prabhudas Patel)
)
Hardik Patel,)
)
Petitioner,)
)
vs.)
)
)
)
Vidhyaben R. Patel and)
Darshak R. Patel,)
)
Respondents.)

Case No.: 2018-ES-30-00084

~~Proposed~~
EMERGENCY ORDER TO ESCROW FUNDS

Petitioner Hardik Patel seeks an order of this Court requiring escrow of funds due to the Estate of Ramesh Patel from the sale of real property owned by an LLC in which the deceased Ramesh Patel owned an interest.

The motion is granted and attorney Benjamin D. Moore of Wukela Law Firm in Florence, by his consent, shall hold any funds due to the Estate of Ramesh Patel from the sale until further order of this Court. This matter shall be set for an expedited hearing upon the request of any party.

~~Probate Judge~~/Associate Probate Judge
~~Kaye Eddy~~/Brian C. Able

Laurens County Probate Court

November 25, 2019



THE COURT: All right.

Q How did he threaten you?

A He threatened he would come to my house with his friends.

Q With Pallev Desai?

A Correct, yes.

Q Were you on the telephone when he threatened you?

A That is correct, yes.

Q Did you call him or did he call you?

A At that time he called me.

Q Had you called him after your father's death?

A Yes, I did.

Q And did you seek advice from him?

A Once, yes.

Q If he is a dishonorable person why would you have called him seeking advice from him?

A That was before he threatened me.

Q I see. So you called him your uncle and sought advice from him?

A Yes.

Q And that is true, right?

A Yes.

Q Did you call him more than once seeking advice from him?

A Yes.

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Q And when you called him were you seeking advice on what to do about the house?
A Not on the house, just everything.
Q The house, the house in Clinton, were you seeking advice on what to do about that?
A No.
Q Were you seeking advice on what to do about the convenient store?
A Yes.
Q Were you seeking advice on what to do about your mother?
A Not mother, no.
Q Were you seeking advice, you say, about the convenient store, right?
A Specific, yes.
Q Now, what advice were you seeking from him. When you called Prafull Patel and sought advice from your uncle, what advice did you want him to give you?
A We talked about a lot of stuff about life, not just the store. Regarding the store, then I was asking what is the best practice to run the store.
Q Well, sir, you have been involved in convenient stores your whole life, correct?
A Yes, I have.
Q According to you, you have been running this

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convenient store for years, right?
A That's correct, yes.
Q Well, why, after your daddy died did you have to call Prafull for advice on how to run a convenient store when you already knew how to do it?
A I know how to run the store. Like I said, I called about advice about--
Q Advice about something else. Well, you did though say a moment ago, you called him for advice about how to run the store?
A No, I said account, account.
Q Account, what do you mean account?
A Bank account.
Q You know about bank accounts, you already had one, we have already got one of your new checks into evidence. You wanted to know about how to open a bank account?
A I know how to open a bank accounts.
Q All right. So you didn't need his advice about how to open a bank account, did you?
A Well, if you know somebody it would be better, which bank is better. We always called to find out which bank has better interest rate, which bank has better accounts. So that is why I called him.
Q And you also say you called him to talk about life, right?

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A Yes.
Q And family?
A Most life.
Q Well, was family discussed?
A Not with him, no.
Q Well, when you called him and said, Prafull, I want some advice about life. Did you say it that way, how about advising me about life. Is that what you said?
A No. We have general conversation.
Q About life?
A Life, yes.
Q And you had that conversation because you were calling asking about life?
A Yes.
Q And as a matter of fact, in the India community, when the father dies the children sometimes go to the extended family, the extended community to ask advice about what to do, right?
A Yes.
Q Isn't it true that Prafull told you to do the right thing?
A About what?
Q I just ask you, didn't he tell you to do the right thing? He told you that, didn't he?
A When?

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Q When you had him on the telephone when you called him seeking advice about life. He told you, son, do the right thing, didn't he?
A What topic, sir?
Q All right. At any point in time, on any topic, did he say to you, Hardik, do the right thing?
A No, sir. I don't remember that.
Q Did he say anything like that?
A No, sir.
Q Did he tell you to go talk to your mama?
A Yes, he did. Yes, he did.
Q Well, if you weren't discussing your mother like you told us you weren't, why is it that he would have told you, go talk to your mama?
A When I reached out to him.
Q You called him and wanted to talk about life and his advice to you was talk about your mother. He just, out of the blue, just said, you said, let's talk about life and he said go talk to your mother, right? Is that what you are telling us?
A No, not exactly like that.
Q Yeah, not like that at all. What basically happened is, he told you to go talk to your mama and get your family situation straightened out in regard to the house and the convenient store, didn't he? You might as well

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say yes because it is true, everybody knows it. Go ahead, say yes.

MS. BALLARD: Your Honor, I object.

THE COURT: I agree. Sustained.

Q Sir, all right--

THE COURT: Ask your next question.

Q What, when he told you to go see your mama what did he tell you to go see your mama about?

A He said sit down and talk to her, that is about it.

Q About what, what was the problem that needed to be addressed with your mother?

A I don't know, he knows that.

Q So when he said that, go talk to your mother, you had no idea what he was talking about, right?

A I had no idea.

THE COURT: Let's move on.

MR. MOORE: Thank you.

Q When the convenient store was first leased, where did the money come from to pay for the inventory?

A Came from Prakash Patel.

Q Prakash Patel was one of the seller's, was he not?

A He was the main guy, yes.

Q He and Pallev, right?

A I dealt with Prakash all the time, not Pallev.

Q Well, you know that Pallev actually owned a part of

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STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	)	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **AFFIDAVIT OF ATTORNEY'S FEES**

Personally, appeared before me, Desa Ballard, who being duly sworn, deposes and says that:

1. I am over the age of eighteen (18) years and am competent to state the matters set forth herein. I have personal knowledge of the matters so stated, except for matters stated on information and belief, and as to those, I have a good faith basis for believing them to be true.

2. I am a member of the South Carolina Bar, having been admitted to practice in 1983. I maintain an office in West Columbia, South Carolina. I am also admitted to practice in numerous other courts, including the District of Columbia and the United States Supreme Court.

3. I was retained to represent the Defendants in the instant action in March, 2019. My clients signed a retainer agreement which agreed to compensate me for services at my hourly rate ($450.00) and to reimburse expenses in defending the case.

4. We maintain hourly billing using an electronic timekeeper function in our case management system. The timer runs contemporaneously while we are working on the case, assuming we open the timer and label it correctly. The time entries are summarized as we work, taking care not to reveal confidential information in the invoices.

5. A lot of time is lost in that it is performed other than while at my desk; I do my best to record it when I can, but I miss a lot. I work long hours and evening and weekend phone calls are often missed in billing.

6. We bill monthly. Before bills are sent, we review them for accuracy and to ensure there is no mistake in the bills. Defendants have paid fees and costs as they have become due, although they are not current on the outstanding balance.

7. Attached as **Exhibit A** is a statement of all time entered into our system (which was billed monthly to the clients) and owed[1] by Defendants for time spent in representing them in this case. It is my opinion that all time entries were reasonably necessary for quality representation of our clients. As in all matters, we do our best to minimize billing for the client. The billing represents the minimum time necessary to do our job. In a perfect world, we would have spent much more time on the case. The world is not perfect.

8. While there are entries included for preparation of the motion for attorney fees, those time entries have been zeroed out so we are not seeking an award of fees which includes time devoted to our efforts to recover fees and costs from Plaintiffs.

9. I submit this affidavit and attachment for the Court's consideration in connection with the Defendants' request for assessment of attorney's fees and costs against Plaintiff under the provisions of S.C. Code Ann. Section 15-36-10.

[1] We have not yet been paid in full for our work on this case.

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10. We respectfully request that the Defendants be awarded a joint and several judgment against Plaintiffs for attorney's fees and costs in the amount of $118,574.06.

Further deponent sayeth not.

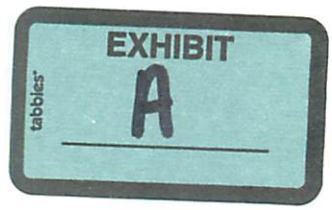
Desa Ballard

Sworn to before me this
9th day of November, 2020

Notary Public for South Carolina
My commission expires: 2/6/29

William Cyril Allen, Jr.
NOTARY PUBLIC
State of South Carolina
My Commission Expires
February 6, 2029

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Settlement Statement Report

Aaharvid, LLC
2032 Fuschia Court
Tega Cay, South Carolina 29708

Patel, Hardik & Anal

File Number: 191011-001

Fees

Date	Description	Lawyer	Duration	Amount
18 Mar 2019	Order documents from secretary of state's office for Desa	MTB	0.20	30.00
18 Mar 2019	Receive and review email from Jeter w attached responsive docs; save to file; Draft email to client w call-in instructions; Search public index for Estate records	BC	0.20	20.00
18 Mar 2019	Review documents; OC Thomas Jeter LM w/ staff; telephone conference with Thomas re: background and documents available; set up call for tomorrow; Email to Mara to pull corporate documents	DB	1.30	520.00
19 Mar 2019	Review documents from SOS received this morning; create outline of issues; email to Mara to get tax records for both properties; review additional documents sent by the Patels to prep for conference call; update initial notes in prep for phone call; open conf line; Conf call with Hardik, Anal and Thomas; review corporate information online and request documents	DB	3.00	1,200.00
19 Mar 2019	Download and save SOS docs to file; forward to DB; Receive and review email from Thomas confirming call; Confer w DB re: SOS info; download and save SOS info for two companies;	BC	0.40	40.00

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19 Mar 2019	Download Patel Documents; Research all transactions at ROD for Laurens County on purchase / sale and repurchase of TMS 636 and for purchase of TMS 901. Review payments of property taxes for both TMS numbers and create exhibit for Desa to review. Email to Desa with summary of information. Email from Thomas Jeter; obtain documents from Dropbox and add to our electronic storage; research LLC law for DB	MTB	1.70	255.00
20 Mar 2019	Receive and review email form DB to Jeter re: Hotel interest & Lottery tickets; Receive and review email from DB to Jeter/client re: Estate of Ramesh; Receive and review email correspondence between DB and client re: hotel; Edits and Formatting to Draft answer; Download and save SOS info for SiyaVeer INC; Receive and review email correspondence between DB and Earl Ellis re: mediation; Receive and review email from DB to Jeter re: Earl Ellis; Prepare draft Summons for Probate Court; Petition to Remove PR	BC	1.60	160.00
20 Mar 2019	Prepare draft Fee agreement; Prepare draft Potential conflict waiver (No Charge - Don't Show)	BC	0.40	0.00
20 Mar 2019	Note from Hardik with additional points to consider and proposed edits to answer and counterclaim; Email to Thomas re: agreement on naming the LLC that owns the hotel; Review additional edits from Hardik and finalize edits of answer and counterclaim; telephone conference with Thomas Jeter;	DB	0.90	360.00
21 Mar 2019	Fee agreement, conflict waiver; email from Hardik; edits to draft answer and counterclaim re: Anal's changes as to hotel corp; prepare petition to remove PR; prepare petition for appointment of successor PR; email to Thomas for review; email revised paragraphs 60, 61, 62 to Hardik and Anal; (No Charge - Show on Bill)	DB	1.20	0.00

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21 Mar 2019	Draft email to client w attached proposed fee agreement and potential conflict waiver (No Charge - Don't Show)	BC	0.20	0.00
21 Mar 2019	Receive and review emails from client w attached AAHARVID LLC for 2012-2018; save to file	BC	0.20	20.00
21 Mar 2019	Finalize Proposed fee agreement (No Charge - Don't Show)	BC	0.30	0.00
22 Mar 2019	Receive and review email from client w attached potential conflict waiver and fee agreement; save to file (No Charge - Don't Show)	BC	0.10	0.00
22 Mar 2019	Formatting to caption for v5; Receive and review emails from DB to client re: comments on draft; Draft email to client and Jeter w attached Draft Answer v5; Draft email to client w attached pleadings for signature; Prepare draft Ltr to COC encl Petition; Final Edits to Answer; E-file Notice of Appearance and Answer and CC; Multiple email correspondences w client on Probate forms; Receive and review email from DB to Opposing counsel w attached Ltr to COC encl Summons, Petition for Removal and Petition for Appt; Receive and review email correspondence between DB and client re: punitive damages	BC	1.70	170.00
22 Mar 2019	General Retainer	DB	1.00	1,000.00
22 Mar 2019	Email to Samuel M. Price, Jr., Esquire;Hugo A. Pearce III, Esquire; Finalize summons for probate court; Conf w/ Beth re: final changes to draft complaint; Prepare email to opposing counsel with probate pleadings; email to clients that probate pleadings have been provided to opposing counsel and to not engage this weekend if possible; email from clients re: punitive damages; respond; respond re: mental health issues and responsibility issues;	DB	2.10	840.00
22 Mar 2019	Email to Samuel M. Price, Jr., Esquire;Hugo A. Pearce III, Esquire	DB	0.20	80.00

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25 Mar 2019	Email to Hardik & Anal re: events of the weekend; response; OC to both opposing counsel, reach neither; email to both; telephone conference with Hap Pearce, OC Thomas Jeter; Look at law school website for graduates or faculty with familiarity with Indian culture. Email to Hardik and Anal; Response from Anal;	DB	2.10	840.00
25 Mar 2019	Download and save filed pleading to file; Receive and review email from DB to Opposing counsel Our clients: Hardik & Anal Patel; Receive and review email correspondence between DB and client re: Serving pleading; Receive and review email correspondence between DB and client re: punitive damages; Receive and review email from DB to client re: Conversation with opposing counsel; Receive and review email correspondence between DB and client re: call; calendar appt; Draft email to client w call-in instructions	BC	0.40	40.00
26 Mar 2019	Receive and review email from DB to client re: Meeting 4-2-2019 at 2:30 pm; Receive and review email correspondence between DB and Jeter re: Patel Matter; Receive and review email correspondence between DB and client re: new details; Telephone call from client	BC	0.40	40.00
26 Mar 2019	Confer w CH re: retainer (No Charge - Don't Show)	BC	0.10	0.00
26 Mar 2019	Email from Anal; Conf call with Anal and Hardik; OC to Hugh Pearce office, OC Hugh Pearce cell; prepare email to Pearce; IC Pearce, discussion re: needing to mediate with real mediator. Email to Earl Ellis regarding dates of availability; response from Emily with dates available; Email to clients and Jeter; Email from Mara re: her contact at Lottery Commission and respond with request for information;	DB	0.80	320.00

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27 Mar 2019	Receive and review email correspondence between DB and Jeter requesting correspondence; save to file; Receive and review email from DB to all re: May 9th; Receive and review email from DB to client re: dates for mediation; Receive and review email from DB to client re: conversation with Pearce; Receive and review email from DB to Earl Ellis re: new matter; calendar potential mediation date; Receive and review mail (filed) Summons, Petition for Removal and Petition for appt; scan and save to file; Draft email to client w attached filed pleadings; calendar deadline for answer;; Receive and review email reply from client re: SLED info and mediation	BC	0.40	40.00
27 Mar 2019	Review email from Desa; outgoing call to Bethany at Lottery Commissiion, Ivmm; Email to Bethany with limited details asking for best contact.	MTB	0.20	30.00
28 Mar 2019	Incoming call from Dolly at Lottery Commission discuss audit procedures; participate in conference call with Desa and Dolly.	MTB	0.20	30.00
28 Mar 2019	Receive and review email from DB to Pearce re: Mediation - Ron Stanley; Receive and review email from DB to client re: mediation; LMVM with Probate Court for hearing scheduling; Receive and review email from DB to Detective Goggins re: Theft of lottery tickets from AAHARVID LLC; Receive and review email reply from client re: mediation and SLED; Receive and review fax from Probate court; save to file; forward to DB; LMVM for Laurens Probate Court; Receive and review email correspondence between DB and Pearce re: Laurens County Probate Court; Receive and review email from DB to client re: Petition to Remove Darshak; Telephone call form client	BC	0.90	90.00

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28 Mar 2019	Review Pearce's email; OC Pearce LM; Email to Detective Goggins re: status of criminal matter and possbily using statement he has; respond to Anal; Review message from Hap Pearce yesterday re: scheduling with Ron Stanley; check Ron Stanley's mediation calendar; OC Hap Pearce at office, got VM; email to Hap; Email to Anal as to why we are delaying to June date; telephone conference with lady at Lottery Commission; email to Detective at Laurens County; email to Beth with suggestion to call probate court; fax from Beth from probate court; Ask Beth to call and ID lawyers for probate court; email to counsel asking for 4 dates from Pearce so probate court can set hearing; explosive response from Pearce; return email to Pearce and ask him to remove non-parties from our communications; Attempt to return call to lady at lottery commission; Email to Hardik and Anal re: Pearce's current position after 3 hour meeting yesterday with Vidhya; IC Hardik and Anal; Respond to Pearce;	DB	2.30	920.00
29 Mar 2019	Telephone conference with Thomas re: hearing dates in probate court versus getting mediation scheduled; email with Beth re: dates in May won't work; review email from Hardik and confirmation of mediation with Emily on June 14th. Email from Hap that he prefers mediation earlier; respond that we will notify the probate court to schedule hearing after mediation date; Email to Beth to fax probate court; Email to clients re: why I scheduled probate hearing after mediation; Email to Hardik to answer questions about plans going forward;	DB	0.70	280.00

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29 Mar 2019	Receive and review email correspondence between DB and opposing counsel re: mediation; Confer w DB; Email correspondence w clients re: mediation dates; Draft email to Emily with Earl Ellis for amended mediation date; Receive and review email from DB to client re: confirmation on mediation date; Receive and review email from DB to Ellis and opposing counsel re: same; Finalize Ltr to Laurens Probate Court re: hearing; Draft email to Opposing counsel w letter; forward to client; Receive and review email correspondence between DB and client re: probate hearing; Receive and review email from DB to Pearce re: Schedule; Receive and review email from client w thoughts on email	BC	0.90	90.00
29 Mar 2019	Draft email to client w attached fee agreement (fully executed) (No Charge - Don't Show)	BC	0.10	0.00
29 Mar 2019	Note from Desa; outgoing call to Dolly at Lottery Commission; left voice mail message.	MTB	0.10	15.00
01 Apr 2019	Receive and review email from DB to Hap re: schedule; File and document management	BC	0.20	20.00
02 Apr 2019	Draft email to Pearce following up on mediation date; Receive and review email reply from Pearce re: same; Receive and review fax from Probate Court w hearing date; calendar hearing date; Receive and review email from DB re: Call with Lottery commission; Prepare draft Notice of Hearing; Receive and review email from Pearce re: mediator and mediation; Receive and review email reply from DB to Pearce re: same	BC	0.90	90.00
02 Apr 2019	Meet briefly with Mr. and Mrs. Patel to obtain documents I will need to review. (no charge)	MTB	0.20	0.00

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03 Apr 2019	Receive and review email correspondences between DB and client re: Urgent and important; Telephone call with DB for dictation of email to Pearce; Draft email to Pearce re: update; Receive and review email from client re: our concerns; Receive and review email reply from Jeter to client re: same; Receive and review email from DB to Pearce re: Vidha's mail and utilities; Finalize Ltr to COC encl COS Notice of Hearing; Finalize Ltr to Counsel encl Notice of Hearing	BC	1.10	110.00
04 Apr 2019	Email to Hap Pearce to please respond to my emails, reference dates and times of earlier ones; Email from Hardik; telephone conference with Hardik and Anna;	DB	0.40	160.00
05 Apr 2019	Response from Hap Pearce finally; respond to him; forward communications to clients;; Prepare initial discovery;	DB	0.20	80.00
05 Apr 2019	E-mail correspondence with Desa Ballard and the Patels and then with Pearce; No follow up required.; E-mail correspondence with Hardik & Anal Patel and Desa Ballard about concerns regarding Pearce	MTB	0.30	45.00
05 Apr 2019	Receive and review email correspondence between DB and client re: concerns; Receive and review email from DB to Pearce on 4.4.19 re: Messages from Desa; Receive and review email reply from Pearce re: messages from DB; Receive and review email from DB to client re: Finally, a response; Telephone call with Dolly with the lottery commission; Receive and review email from client re: finally, a response; Draft email to clients w attached arrest records	BC	0.50	50.00

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08 Apr 2019	Draft ROGS; Edits to RFP; Receive and review email from Jeter w attached law; Receive and review email correspondence between DB and client re: initial discovery to Vidhya; Receive and review email correspondence between DB and client re: lawyer for closing; Confer w DB re: transcript for hearing; Receive and review email correspondence between DB and client re: Hearing Nov 2018	BC	1.20	120.00
08 Apr 2019	Receive and review email from DB to Pearce w attached RFP and ROGS; calendar deadline	BC	0.10	10.00
08 Apr 2019	Run TLO reports for both Vidya and Darshek. Confer with Desa.; Reviewing documents in file and answering Desa's questions.	MTB	4.20	630.00
08 Apr 2019	Finish first draft of RFP; email to Beth to format and finalize; Email with Mara re: background checks on Vidhya and Darshak; review draft ROGS for service on Pearce; finalize and email to Pearce for service; copy to clients for their review; review law from Thomas; look at HUD statements from purchases and request info; review scanned documents from box that Thomas brought; email with Hardik re: where $2,500 came from for down payment/earnest money on residence; track mortgage statements on house and commercial building; locate order of contempt against Vidhya and Darshak and request transcript; telephone conference with Hardik and Anna re: contempt order they were not aware of; emails with Jeter's office to determine if this is the only inventory filed (saved as amended); response from assistant in Jeter's office with attached filings; email with Hardik re: Prakash as seller with P&P and response;	DB	4.40	1,760.00

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09 Apr 2019	Email from Hardik re: BB&T refusing to do further business with Vidyha; respond need more information; review federal permanent resident status; email to Mara re: pulling sponsor forms; email to Hardik re: immigration sponsorship; response from Hardik;	DB	0.40	160.00
09 Apr 2019	Receive and review email correspondence between DB and client re: Residence; Receive and review email from client re: Vidha BB&T; Receive and review email from client w attached driver's license and SS card for Vidha and Ramesh; save to file; Review original items in box for immigration paperwork; Receive and review email correspondence between DB and client re: permanent resident status	BC	0.80	80.00
09 Apr 2019	Scanned documents client brought in; Read email from DB in re immigration documents; Sent requested immigration info to DB	KA	3.20	320.00
10 Apr 2019	Continued scan of documents brought in by client	KA	2.80	280.00
10 Apr 2019	Telephone call from Dolly with the Lottery commission; Draft email to client re: store earnest money; Receive and review mail (filed) COS for Notice of Hearing; scan and save to file	BC	0.30	30.00
11 Apr 2019	Call to Laurens Probate to follow up on Transcript of November 7, 2018 proceedings; Receive and review email from Nancy Sims w attached recording of November 7, 2018 hearing; save to file; Email correspondence with Garber regarding transcription of hearing; Confer w DB re: gift checks and Rule 15; calendar deadline to amend answer and CC;	BC	0.60	60.00
11 Apr 2019	Continued scan of documents brought in by client	KA	2.40	240.00

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11 Apr 2019	Review check from Hardik that shows Darshak's receipt of $9k for purchase of bitcoin which Darshak did not do; Pull rule to see how long we have to amend answer and counterclaim to see whether we want to assert additional claim by AAHARVID against Vidhya and Hardik against Darshak; email to Harvik and Anna with thoughts;	DB	0.10	40.00
12 Apr 2019	Draft email to client re: immigration timeline follow up; Receive and review email from client re: Store earnest money; Receive and review email email from client re: additional counterclaim; receive and review email from DB to client re: additional counterclaims	BC	0.30	30.00
14 Apr 2019	Email from Hardik with mortgage satisfaction and deed from P&P to AAHARVID; respond to Hardik;	DB	0.10	40.00
15 Apr 2019	Receive and review email from client on 4.13.19 re: purchase agreement; Receive and review email from client on 4.13.19 re: satisfaction of mortgage;	BC	0.20	20.00
17 Apr 2019	File and document management	BC	0.10	10.00
21 Apr 2019	Prepare amended complaint; email to Beth to finalize & file;	DB	1.20	480.00
22 Apr 2019	Receive and review email from DB to client re: amended pleadings; Receive and review email from DB to client re: additional counterclaims; Edits to Amended Answer and CC; e-file; Receive and review NEF Amended Answer and CC: download and save to file; Draft email to client w attached pleading; calendar deadline; Prepare draft Summons for Third-party defendant; Receive and review email correspondence between DB and client re: call	BC	1.00	100.00
23 Apr 2019	Confer w DB re: CC advance; Receive and review email from DB to client re: additional counterclaims; Receive and review email from client re: additional cc	BC	0.20	20.00
23 Apr 2019	Email to Hardik re: $10k to Darshak from Hardik's credit card;	DB	0.10	40.00

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25 Apr 2019	OC Hardik and Anna re: several issues (no charge) (No Charge - Show on Bill)	DB	0.60	0.00
25 Apr 2019	Receive and review email from client re: additional cc; receive and review email reply from DB re: same; Scan and save DB notes to file; File and document management	BC	0.20	20.00
26 Apr 2019	Confer w DB via email re: call w client; calendar follow ups; Confer w DB re: Third-party Summons; e-file Summons; Forward DB email to Hugo Pearce re: Patels	BC	0.60	60.00
26 Apr 2019	OC Pearce LMVM; email Pearce; IC Pearce re: his status of preparing discovery responses and reminder of due date, he has not talked to Vidhya much, there are 30 or so witnesses so this is going to be a larger case than anticipated; Detailed call with Harvid and Anna re: conversations with Pearce;	DB	0.60	240.00
26 Apr 2019	Conference with BC regarding difficulty filing amended answer and adding a new party	HMW	0.20	60.00

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29 Apr 2019	OC Derrick McFarland re: who to address SCDEW subpoena to for unemployment records on Vidyya; Email to Hardik re: information on cars; Email to Pearce requesting key to house in Clinton; response that Vidhya is nervous about Hardik having a key to the house; forward response to Hardik; Email from Pearce to confirm mediation and location; respond to Pearce that we haven't decided on location and ask for input; email with Albert McAlister re: space for mediation in Laurens; email from Emily that they will find space for mediation in Columbia; review envelope received from Hardik and do email to Pearce re: envelope picked up accidently with bills and ask Beth to forward to Pearce with simple cover letter; Review email from Hardik with car and license and VIN numbers of Darshak and Vidhya's vehicles; forward to Mara to find registration information; review records to try to figure out which corporation owns which hotel forpurposes of overlap in our case; email to Beth; email to Hardik to see if Rajesh would accept service for the hotel; response; OC Dolly at Lottery Commission; email to Beth re: to recalculate response date on counterclaims;	DB	0.90	360.00
29 Apr 2019	Prepare draft Ltr to Vicitm's advocate program; E-file Third-party Summons and complaint; Receive and review email from DB to client re: Service on Shriji Hari LLC; receive and review email from DB re: additional CC; Receive and review email from DB to Pearce re: Patel house-Clinton; Confer w DB re: mail; Finalize Ltr to Pearce encl mail; Receive and review email from DB to Pearce re: mail to Clinton house; Receive and review email correspondence between DB and Earl Ellis' office re: mediation; Receive and review email from DB to clients on 4.26.19 re: Hap Pearce	BC	1.00	100.00
29 Apr 2019	Prepare draft Ltr to SCDEW encl subpoena and subpoena	BC	0.40	40.00

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30 Apr 2019	Receive and review email correspondence between DB and Albert McAlister re: mediation; Finalize Ltr to SCDEW encl subpoena; Draft email to McFarland w attached subpoena; Draft email to opposing counsel w attached subpoena; forward to client; calendar response deadline; Receive and review email from DB to client re: Lottery commission; Finalize Ltr to Lauren's County Victim assistance program	BC	0.60	60.00
30 Apr 2019	telephone conference with Dolly Garfield at lottery commission; email from Pearce asking for copy of amended pleadings and review Beth response with attachment; Review and finalize subpoena to SCDEW for unemployment records for Vidhya; Email to Anna and Hardik re: information from lottery commission; Amend and finalize letter to Victim/Witness office in Laurens county;	DB	0.40	160.00
02 May 2019	Email to Pearce re: overdue answers for probate matters; response to Hardik re: what can be obtained from the victim/witness program; email from Earl with Mediation Agreement; forward to Beth to get signed; email from Hardik re: getting help for Anna re: stress related issues;	DB	0.40	160.00
02 May 2019	E-file Summons for Third-party; Receive and review email from Emily with Earl Ellis' office w attached Ellis Ltr encl Agreement to mediate; save to file; Email correspondence w client re: Victim statement; Email to DB re: answer to probate claim; Receive and review email from DB to Pearce re: Answer to probate pleading	BC	0.80	80.00
03 May 2019	Draft email to client w attached Earl Ellis Ltr encl agreement to mediate; Receive and review NEF for Third--party summons; download and save to file; draft email to client w attached summons and follow up on service; Receive and review email reply from Pearce on Answer to probate petition	BC	0.40	40.00

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06 May 2019	Response to Hardik's email about his alleged "theft" of things from the house, possibility of evicting her and/or changing the locks; email to Hardik re: possibility of taking depositions; email to Pearce and Price that nothing has been taken from house, discovery responses due just reminding; requesting residence of Darshak for notice of deposition;	DB	0.40	160.00
07 May 2019	Email from Hardik with amortization schedule; respond; email from Hardik re: delay in depositions and previous employees advising Vidhya has called them and wants their assistance, but they don't want to get involved and thoughts about how we will take possession of house;	DB	0.60	240.00
07 May 2019	Receive and review email from DB to client re: Patel house-Clinton; Receive and review email from DB to client re: Depositions; Receive and review email from DB to Pearce re: Patel v. Patel	BC	0.20	20.00
08 May 2019	Receive and review email from Pearce w attached Response to Petition to remove PR; Receive and review email from Garber w attached transcript; save to file; forward to DB; Receive and review email from DB to client w attached hearing transcript; Receive and review mail Pearce Ltr encl Response to Petition to remove PR; Scan and save to file; draft email to client w attached pleading; Telephone call from client; Receive and review email from DB to Pearce requesting amended inventory; Receive and review email from DB to client re: Proposed email to Hap Pierce and Sam Price; Receive and review email correspondence between DB and client re: proposed email to Pearce; Receive and review email from DB to Pearce re: Consultation prior to filing motions	BC	0.90	90.00
08 May 2019	Email to CH w Garber Reporting invoice (No Charge - Don't Show)	BC	0.10	0.00

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08 May 2019	Review transcript of probate hearing in November 2018; forward to Hardik and Anna for review; send order that followed hearing to Hardik and Anna; review response to petition for removal; email to Pearce asking for amended inventory that we have not already received; telephone conference with Hardik and Anna re: inspection of house; draft letter to send to opposing counsel demanding inspection of house; email to Hardik and Anna for review; email to Hap consulting as to the vagueness of Paragraph 1 of the response, and requesting deletion of several paragraphs in responsive filing, prior to filing motion to strike; email from Anna to set up call; email that they will not recognize number I am calling from; forward copy of my email earlier to Pearce to Hardik and Anna; revision after discussion with Hardik and Anna; send revised draft for additional review by Hardik and Anna; email to Pearce and Price re: Vidhya requesting money from individuals claiming it is due to the estate; ok to send; send email to Pearce and Price after edits about inspection of house;	DB	2.70	1,080.00
09 May 2019	Receive and review email from opposing w attached amended inventory; save to file; Draft email to client w attached amended inventory; Receive and review email correspondence between DB and client re: call; Receive and review email from DB to Pearce re: Inspection of Clinton house; Receive and review email from DB to Pearce re: Money due to estate of Ramesh; Receive and review email from DB to client w proposed email to opposing counsel; Receive and review email correspondence between DB and client re: revised draft to opposing counsel; Receive and review email correspondence between DB and client re: FYI; Prepare draft Motion to Compel	BC	0.30	30.00

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10 May 2019	Receive and review email from DB to client re: no response; Receive and review email correspondence between DB and client re: amended inventory; Draft email to client re: follow up service for Third-party summons; Confer w DB re: inventory;; Receive and review email from DB to client re: life insurance policy; Receive and review email from client w attached insurance check; save to file; Confer w DB re: car tag; Email to MTB to run tag check	BC	0.40	40.00
13 May 2019	Receive and review email from client re: Rajesh (Raju) Patel - President of Florence MOTEL; Receive and review mail SCDEW Ltr encl Authorization for Release to Third-party; scan and save to file; forward to DB; Receive and review email correspondences between DB and client re: meeting; calendar appt	BC	0.30	30.00
13 May 2019	Confirming email from Hardik that we can meet with Raj on Wednesday morning at 8:30 at our office;	DB	0.10	40.00
14 May 2019	Email to Beth with the documents I will need for meeting with Raj tomorrow;	DB	0.10	40.00
14 May 2019	Draft email to client requesting copy of document for meeting	BC	0.10	10.00
15 May 2019	Receive and review email from client w attached amended corporate agreement; save to file; Prepare draft Acceptance of Service for Third-party summons	BC	0.30	30.00
15 May 2019	Meeting with Raj to request documents re: transfer of stock;	DB	0.40	160.00
15 May 2019	Edit acceptance of service	HMW	0.10	30.00
16 May 2019	Forward draft Motion to Compel to DB; confer w DB re: license plate check	BC	0.20	20.00
17 May 2019	Draft email to opposing counsel to follow up on status of responses to discovery requests and answer to CC	BC	0.10	10.00

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20 May 2019	Receive and review email from opposing counsel re: answer to CC and response to discovery requests; Receive and review email from DB to client w update	BC	0.20	20.00
20 May 2019	Response from Hap Pearce re: he has been out with medical emergency; respond; email to Hardik and Anna that Pearce has surfaced;	DB	0.10	40.00
21 May 2019	File and document management	BC	0.10	10.00
23 May 2019	Download and save SOS documents to file; Receive and review email from DB to Ellis re: Patel v. Patel, June 14, 2019; Receive and review email from DB to client w attached transcript from Probate Court; Confer w DB re: Vidhya & Darshak's stores; Receive and review email from DB to client re: status -several issues; Receive and review email from DB to client re: One more corporation	BC	0.20	20.00
23 May 2019	Property searches for Desa; travel to 744 Sunset Blvd Unit 102 and meet receptionist; pick up business cards; text pictures of cards to Desa.	MTB	1.00	150.00
24 May 2019	Review documents in file looking for tax returns; identify tax returns we have for AAHARDIK; confer with Desa; Reviewing bank statements; Email to Hardik;	MTB	2.20	330.00
24 May 2019	Transmit affidavit of default to Beth for filing; Email with Beth re: motion for entry of default and proposed order;	DB	0.20	80.00
24 May 2019	Receive and review email from Pearce re: status; Prepare draft Motion for Entry of Default Judgment; Prepare draft Proposed order; Receive and review email from DB w attached Affidavit of Default; save to file; Finalize Motion for Entry of Default; Order of Default; E-file; Receive and review email from Pearce re: Inspection of Clinton house;	BC	0.70	70.00

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28 May 2019	Receive and review email from DB to opposing counsel re: meeting time; Receive and review email from DB to client re: same; Download and save Reply to Amended CC; Motion for Entry of Default; Affidavit of Default to file; Draft email to client w attached pleadings; Receive and review email correspondence between DB and client re: Yesterday; Receive and review NEF Order Entry of Default on CC; download and save to file; forward to DB; Receive and review email from Pearce w attached Pearce Ltr encl Response to ROGS and RFP; save to file; Receive and review email from DB to client forwarding discovery	BC	0.40	40.00
28 May 2019	Conf w/ Mara re: tax returns for AAHARVID LLC and my conversation with Hardik; Email to Raj to contact Ben Moore and give him permission to talk to me about the transfer of shares; OC Raj to call Ben Moore re: transfer of shares; review letter from Hap Pearce; Review attachments; forward to Hardik and Anna; email to Ben Moore; Email to Hardik and Anna;	DB	1.00	400.00
28 May 2019	Email to Hardik & Anal Patel; Follow up with Desa about email I sent regarding tax returns and bank deposits. Review files for AAHARDIK returns other than the 2011 return we have.	MTB	0.90	135.00
29 May 2019	Telephone conference with Hardik and Anna; email to Beth to set depo for Vidhya for 17th; Agree to arrange locksmith for 17th. Set meeting for June 7 at our office;	DB	1.00	400.00
29 May 2019	Receive and review email from DB w attached notes from meeting with Raj; save to file; receive and review email from DB re: players - from meeting with Raj; Receive and review email from client re: conference call; calendar appt	BC	0.30	30.00

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31 May 2019	Prepare draft NOD for Vidhyaben; Receive and review email correspondence between DB and E. Hood Dawson re: Darshak Patel; Receive and review email from DB to client re: same	BC	0.40	40.00
03 Jun 2019	Receive and review email correspondences between DB and client re: mediation; Receive and review email correspondences between DB and Moore's office re: clarification; Receive and review mail Pearce Ltr to DB canceling mediation; scan and save to file; forward to DB	BC	1.00	100.00
03 Jun 2019	Return call to Earl; email to Dawson, Pearce and King re: who represents who; letter from Pearce canceling mediation; second email to try to clarify representation; email to client with copy of letter from Pearce and efforts to clarify representation; Response from Dawson that they represent Vidhya; respond to confirm mediation with Vidhya since Pearce has cancelled for Darshak; email to Earl Ellis with update such as I know it on who represents who; Conf w/ Beth re: filing as exempt or non-exempt;	DB	0.50	200.00
04 Jun 2019	Email to Beth to prepare template of motion to compel; Email to Earl and Emily that we have no response from opposing counsel with clarification as to who is representing who and mediation moving forward; email to Hood Dawson to confirm inspection of house on June 17, 2019. Email to Hardik and Anna; prepare motion for more definite and certain and to strike; respond to Anna re: latest (non) developments; continued work on motion to strike/make more definite; pull exhibit for motion; Prepare Motion to mandate mediation; Email draft motion to Beth with exhibits to file and serve; proposed order for mandating mediation as scheduled	DB	2.40	960.00

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04 Jun 2019	DMV search for proper form; complete form and have DB review and revise; Prepare cover letter and obtain check for payment to DMV; Finalize all for mailing.	MTB	0.70	105.00
04 Jun 2019	Prepare draft Reply to Response to Petition for Removal of PR; Receive and review email from DB to Earl Ellis re: Patel v. Patel (mediation June 14, 2019); Confer w DB re: Consultation prior to filing motion; Receive and review email from DB to Dawson re: Inspection of house June 17, 2019; Receive and review email from DB to client re: Today's emails; File and document management; Finalize Motion for Expedited Mediation and Proposed order; E-file;	BC	2.00	200.00
05 Jun 2019	Draft email to opposing counsel w attached courtesy copy of Motion to Expedite mediation; Receive and review NEF filed Motion; download and save to file; Email correspondence w Howe & Rice for conference room for deposition; Finalize Ltr to Counsel encl V. Patel Notice of Deposition; draft email to opposing counsel w attached Notice; Receive and review email from client re: first discussion with lawyer Samuel Price back in 2018	BC	0.90	90.00
05 Jun 2019	Conf w/ Beth re: noticing Vidyha's deposition and number of people who will be involved; review NOD; email to Beth to include language in cover letter re: adjusting date if counsel is not available; review Hardik's email from this morning with copy of Price letters; respond and send copies of NOD for Vidhya and plan about contacting Judge's office tomorrow; pull Vidhya's criminal docket; email to office; Email to Hardik answering his questions about delaying deposition and my efforts to get a copy of the indictment;	DB	1.30	520.00
06 Jun 2019	Return call to Dolly Garfield LMVM; 2d Return call to Dolly Garfield;	DB	0.20	80.00

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06 Jun 2019	Receive and review email correspondence between DB and client re: Vidhya; Receive and review email from DB to Dolly w State Lottery Commission requesting copy of indictment; Confer w DB re: Contact; Draft email to client re: follow up; Finalize Ltr to Laurens Probate Court encl Motion to Strike; Draft email to client w attached Motion; Receive and review email correspondence between DB and client re: meeting; amend calendar	BC	0.90	90.00
07 Jun 2019	Receive and review email correspondence between DB and Judge Griffith re: hearing; Receive and review email from DB to Judge Hocker re: hearing; Receive and review email from DB to client forwarding email; Receive and review email from DB to Earl Ellis re: same; Receive and review email from Jake Moore to Judge; Receive and review email from Dawson w attached Motion for Substitution; Receive and review email from DB to Judge re: no hearing; Receive and review email correspondences between DB and Jake Moore re: mediation; draft email to Moore w attached responsive docs; Confer w DB/MTB re: Tax returns; Receive and review email from DB to Ben and Raj re: hotel transfer; Receive and review email reply from Raj re: same; Receive and review email from DB to Ben Moore re: Share Transfer of Travelodge; Receive and review email correspondence between DB and Ramona Shealy re: representation clarification	BC	0.70	70.00

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07 Jun 2019	Email to Judge Griffith asking for hearing early next week on Motion to mandate mediation; response from Judge Griffith; email to Judge Hocker with same request per Judge Griffith; forward both to clients FYI; email to Earl and Emily FYI; Email from Jake claiming ignorance as usual; email to Judge Hocker that as long as Jake claims he will attend, we will withdraw our request for expedited or hearing at all; emails with Jake confirming he hasn't read anything we have sent over; Beth email to Jake with copy of motion and Pearce's letter; forward string of emails to Hardik and Anna confimring mediation is proceeding as we have scheduled; email to Earl and Emily advising Jake finally spoke up; response to law clerk for Judge Hocker; Verify Hardik and Anna are on the calendar for Thursday; email to Mara to finalize IRS review of tax returns. Request Beth's assistance in tracking down necessary tax information; telephone conference with Anna and Hardik re: latest developments with substitution of counsel	DB	1.80	720.00
07 Jun 2019	Review all Tax returns and prepare summary of income from sources for all years for all parties. Review all other scanned documents and organize.	MTB	4.00	600.00
11 Jun 2019	Review Unemployment benefits statutes; review letter from DEW; letter back to DEW;	DB	0.20	80.00
11 Jun 2019	Receive and review email from Ben Moore re: Share transfer of Travelodge; Telephone call to Solicitor's office for Indictment; Receive and review email correspondence between DB and Moore coordinating call; Confer w DB re: SCDEW subpoena; Email correspondence w client regarding meeting;	BC	0.50	50.00

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12 Jun 2019	Draft email to Garber requesting court reporter for Vidhya deposition; Receive and review email from Jake Moore's office w attached letter requesting continuance; save to file; Receive and review email reply from DB re: substitution of counsel; Receive and review email correspondence between DB and Jake more re: same; Receive and review email correspondence between DB and client re: mediation; Receive and review email from DB to Earl Ellis re: same; Receive and review email correspondence between DB and client er: two topics; Draft email to client re: immigration timeline	BC	0.50	50.00
12 Jun 2019	Letter from Jake requesting continuance of hearing scheduled for June 18th in probate court; forward to Hardik and Anna; email requesting substitution of counsel; email from Hardik asking why; respond that we will leave things as they are at the moment; Email from Jake that he will bring whoever he wants and he doesn't think mediation will be helpful; response; forward both to clients; email from Jake; respond; email to Earl and Emily with copy to Jake; IC Earl Ellis; telephone conference with Hardik and Anna; OC Mary Allen Servett re: disclosure of information and Anna stopping by BB&T location to pick up information useful to Vidhya's theft; Email to Hardik and Anna re: update from BB&T and getting documents from a branch, and Earl's ascent to allow them to bring ONE person to mediation but no joint session; telephone conference with Ben Moore re: history of Sriji Hari LLC and Ramesh as managing member. Email from Hardik and Anna re: Earl's taking control of who comes and who does not. Email to Earl advising about Praful and his son; email from Ben Moore with hotel operating agreement; work on date chart and document search	DB	6.10	2,440.00

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13 Jun 2019	Request tax returns from Beth; draft letter objecting to continuance of Tuesday probate hearing; prepare and send submission to Earl. Edit letter to SCDEW; edit letter to probate court; Meeting with Hardik and Anna to prepare for mediation; prepare lease; prepare notice of eviction; update notes from meeting, get copies of exhibits; IC Hardik and Anna; try to call Raj; text Raj; email from Jake Moore; response; send both to Earl; try Raj again	DB	8.50	3,400.00
13 Jun 2019	Receive and review email correspondence between DB and client re: check; Receive and review email from DB to client re: dates of coming to US; Confer w DB re: AAHARVID LLC; Confer w DB re: property card; download and save property information; Call to Solictor's office to request copy of arrest warrant; Prepare draft Ltr to Probate court objecting to continuance; Prepare draft Ltr to SCDEW encl amended subpoena; Finalize Ltr to Probate Court objecting to continuance; Finalize Ltr to SCDEW encl Amended subpoena; Confer w DB re: utilities for Clinton House; Draft email to SCDEW w attached amended subpoena; Draft email to client w attached letters sent; Receive and review email reply from Moore re: hearing; Confer w DB re: amended inventory; Receive and review email from Judge Hocker's lawclerk re: proposed order for mediation; Draft email reply w attached prior correspondence	BC	2.70	270.00
14 Jun 2019	Receive and review email correspondence between DB and Moore re: mediation; Receive and review mail DMV Ltr encl Tag report; scan and save to file; forward to DB; Receive and review NEF Filed Order of substitution; download and save to file; Receive and review email from Ellis w attached Ellis Ltr encl Proof of ADR; save to file	BC	0.40	40.00
14 Jun 2019	Draft email to client w attached mediation invoice (No Charge - Don't Show)	BC	0.10	0.00

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14 Jun 2019	Patel Mediation	DB	5.00	2,000.00
17 Jun 2019	Deposition of Vidhya Patel; telephone conference with Anna and Hardik re: content of deposition; emails re: sending in victim impact statement;	DB	4.20	1,680.00
17 Jun 2019	Receive and review mail (filed) Motion to strike; scan and save to file; File and document management; Receive and review NEF; Proof of ADR; download and save to file; Telephone call with DB re: deposition; Email correspondence w client re: same; Telephone call from client; Print docs for DB hearing; Receive and review email from DB to client re: victim statement	BC	1.00	100.00
18 Jun 2019	Confer w DB re: hearing; Draft email to Dawson to follow up on bank statements he agreed to produce; Begin filling out Victim Impact Form	BC	0.50	50.00
18 Jun 2019	Phone calls with Desa about reverse number look up (no charge).	MTB	0.10	0.00
19 Jun 2019	IC Anna re: email she just sent that a couple is being pressured by Vidhya to pay her money that is owed to the estate. Prepare email that Hardik and Anna can give to anyone who is being pressured by Vidhya to give her money.	DB	0.30	120.00
19 Jun 2019	Call from Raju; Receive and review email from client to DB re: game on; Receive and review email from DB to client re: Money due to Ramesh;	BC	0.20	20.00
20 Jun 2019	Receive and review email from Nancy Sims with Probate Court w attached Order; save to file; Receive and review email from DB to Jeter/client re: update; Receive and review email from DB to Hood re: bank statements and RFP; receive and review email from DB to client re: Talked to Raj; Receive and review email from DB to client re: Notice of Trespass and utilities	BC	0.50	50.00
20 Jun 2019	Receive and review email from DB to Ben Moore re: eviction	BC	0.10	10.00

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20 Jun 2019	Email to Thomas with developments to date and strategy; email to Beth to locate Dawson contact info and follow up on bank statements that should have been produced; Email to Hardik and Anna re: telephone conference with with Raj and plans to proceed with eviction from hotel; begin draft of motion re: Vidhya refusal to answer and invoking 5th amendment at deposition; pull cases re: inabiility to invoke 5th amendment in civil action and still seek equitable relief; complete initial draft of first part of motion; send to Anna, Hardik and Thomas for review	DB	2.50	1,000.00
20 Jun 2019	Return call to Raj; Email to Ben Moore	DB	0.10	40.00
21 Jun 2019	Email from Anna and Hardik re: documents I sent last night and want to discuss; response to when we can discuss; Conf w/ Beth re: setting up call with Thomas on Tuesday; send Beth draft and law I pulled last night after power went out at the office; Email from Hardik and Anna re: utilities and trespass notice and decision on eviction; respond. Email to Dolly Garfield; response from Dolly and reply whether we can consult with anyone else while she is out; prepare first draft of motion to compel; email to Beth to assist andlocate consultation letter;	DB	1.10	440.00
21 Jun 2019	Email correspondences w Thomas Jeter to coordinate call; Calendar appt; Receive and review email from client re: call; Formatting and edits to draft Motion; Confer w DB re: Motion to Strike	BC	0.30	30.00
24 Jun 2019	Added RFPs and Responses to Motion to Compel	KA	1.10	110.00
24 Jun 2019	Email to Anna re: reviewing bank statements for utility payments; email to set up call with Thomas; email with Mara and KA to do work on draft motion to compel; Email to Anna and Hardik after conversation with Thomas; prepare list of bank account statements and tax returns that we need	DB	0.80	320.00

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24 Jun 2019	Archive all emails for the week	MTB	0.10	10.00
25 Jun 2019	E-mail correspondence with Desa Ballard and Thomas Jeter re: Business Broker; add broker to Amicus;; E-mail correspondence with Desa Ballard regarding Lottery Contract; no follow up required; E-mail correspondence with Desa Ballard about letters to utility companies; create follow up task for tomorrow.; E-mail correspondence with Desa Ballard regarding letter to Jake Moore and his associate. Create follow up task to finalize and mail letters tomorrow.	MTB	0.30	30.00
25 Jun 2019	Email to Dolly Garfield; Complete draft of victim impact statement; send to Anna to sign and return; IC Dolly Garfield re: report to law enforcement on Jan. 26, 2019, law enforcement reported to Lottery Commission on Jan. 29,2019. In initial report to law enforcement, Anna said she had already spoken to lottery commission, but Dolly has no record of that, so she must have spoken to O'Quinn.; Email to Ben Moore re: whether Raj contacted him; response from Ben Moore, reply that I am in office; review lottery contract for latter part of 2018; email to Hardik and Anna with highlights to review; draft letter to counsel that Vidhya needs to assume accounts for utilities; email to Hardik and Anna re: payment of Homeowner's insurance;	DB	1.40	560.00
26 Jun 2019	Meet with Anna to go over the timeline and telephone conference with Hardik; telephone conference with Ben Moore: meeting with Raj this afternoon and contact to sell hotel; IC Ben Moore re: pending sale and his plan to prepare sales agreement and let me review; Edit letter to Victim Assistance and email to Hardik and Anna;	DB	1.10	440.00

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26 Jun 2019	Receive and review mail from Jake Moore; store to electronic file and Email to Hardik & Anal Patel; Assist Desa with victim impact statement; Email to Hardik & Anal Patel with copy of signed victim impact statement.; Track down information on assistant solicitor and victims advocate; add them to Amicus; draft cover letter to victims advocate; forward to Desa with notes for her review.; Prepare letters to utility companies for mail and email.; Prepare letter to opposing counsel regarding utilities and insurance via Certified Mail, return receipt, US Mail and Email; Email to S. Jahue Moore, Esquire;Hood Dawson, Esquire;Samuel M. Price, Jr., Esquire regarding utilities; email same to clients.;; E-mail correspondence with Desa Ballard about Ben Moore doing purchase agreement; create follow up to get copy of contract from Mr. Moore.; E-mail correspondence with Lisa Freeman with Revision to operating agreement and Notice of Offer to Purchase for Shriji Hari dated 11.27.2017; download documents to electronic files; no further follow up required.	MTB	2.70	270.00
26 Jun 2019	E-mail correspondence with Hardik & Anal Patel about picking up box today; forward to KA to let her know about arrival of guests and time.	MTB	0.10	0.00
28 Jun 2019	E-mail correspondence with Paul Greathouse; download deposition to electronic file	MTB	0.10	10.00
28 Jun 2019	E-mail correspondence with Desa Ballard and Lisa Freeman from Ben Moore's office re: contract for hotel purchase; create follow up task for Desa to review contract; download contract to file	MTB	0.10	15.00
28 Jun 2019	Message from Cassie Dorsey with Clinton Newberry Gas Authhority re: particular form that has to be signed for both this and electricity and she is sending for us to get proper signatures;	DB	0.10	40.00

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30 Jun 2019	Review draft purchase agreement for Sriji Hari LLC; email to Hardik & Anna; email to Ben Moore:	DB	0.10	40.00
01 Jul 2019	Receive and review mail SCDEW Ltr encl subpoena response; scan and save to file; Draft email to client w attached subpoena response; Receive and review email from DB to client re: Sale of Florence Hotel; Receive and review email from DB to opposing counsel on 6.25.19 re: Consultation prior to Filing Motion to Compel;; Receive and review mail Form from Clinton-Newberry Natural Gas Authority; scan and save to file; Draft email to client w attached form	BC	0.60	60.00
02 Jul 2019	Receive and review returned Jake Moore Green card; scan and save to file	BC	0.10	10.00
03 Jul 2019	Receive and review email from Paul w attached invoice; Draft email to client w attached invoice (No Charge - Don't Show)	BC	0.10	0.00
08 Jul 2019	Receive and review email from client w attached signed authorization form; save to file; Finalize Ltr to Clinton-Newberry natural Gas Authority encl form; Draft email to client w attached letter	BC	0.30	30.00
09 Jul 2019	Edits and formatting to Motion to Compel; prepare draft Proposed Order Granting Motion to Compel	BC	0.90	90.00
09 Jul 2019	Prepare motion to compel	DB	0.60	240.00
10 Jul 2019	Receive and review email from Hood Dawson w attached proposed order; save to file; Receive and review email correspondence between DB and Judge's clerk requesting opportunity to review proposed order	BC	0.10	10.00
11 Jul 2019	Confer w DB re: Motion to Compel; Finalize Motion to Compel; e-file motion; download and save to file; draft email to client w attached Motion	BC	0.60	60.00
12 Jul 2019	Receive and review email correspondence between DB and client re: another lawsuit by Vidhya	BC	0.10	10.00

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15 Jul 2019	Receive and review mail Moore Ltr encl signed Order for Substitution of counsel; scan and save to file; forward to DB; Confer w DB re: City of Clinton; Telephone call from City of Clinton	BC	0.20	20.00
16 Jul 2019	Letter to Serra Graddick, Utility Billing & Customer Service	TH	1.10	110.00
17 Jul 2019	Email to Thomas to start motion to dismiss and answer and counterclaim reserving rights under motion to change venue;	DB	0.10	40.00
17 Jul 2019	E-mail correspondence with Desa Ballard re: new pleading to be prepared to accomplish several tasks; create follow up task for Thomas to prepare.; E-mail correspondence with Desa Ballard, Jake Moore and his associate regarding past due responses from deposition; PDF email to file; archive email to case management system; per consult with Desa do not follow up further.; E-mail correspondence with Desa Ballard about following up with electric company. Create follow up task. Email from Thomas about letter sent to Gas company; download document and email to case management system.	MTB	0.40	40.00
18 Jul 2019	Creation of a Single Pleading including: (1) change of venue, (2) 12 (b)(8), and (3) answer and counterclaim admission.	TH	0.30	30.00
18 Jul 2019	Receive and review email from DB to Opposing counsel on 7.17.19 re: Final request: RFP supplement from Mrs. Patel's deposition; Receive and review email from DB to client re: various; Confer w DB re: utilities; Receive and review email from Serra Graddick w disconnect notice; Receive and review email from DB to client on 7.16.19 re: Signature card and timeline; Receive and review email from DB to client on 7.5.19 re: electricity at house; download and save new Summons and Complaint to file	BC	0.40	40.00

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23 Jul 2019	Confer w DB re: affidavit; Prepare draft affidavit; Receive and review email from DB to opposing counsel re: Rule 11 consultation; Receive and review email from DB to client re: new action; Email correspondence w Probate Court Clerk re: proposed order; Confer w DB;; Draft email to Hood Dawson w attached draft proposed order w DB changes; Prepare draft Motion to Dismiss, Answer and CC	BC	0.70	70.00
23 Jul 2019	Draft Pleading	TH	0.20	20.00
23 Jul 2019	Verify that Proposed order was sent back to Dawson and confirm to Desa. No Charge. (No Charge - Don't Show)	MTB	0.10	0.00
23 Jul 2019	Request to Thomas and Beth to confirm that gas is ready for transfer of utilities into Vidhya's name; email to Jake and Hood Dawson whether they will consent to transfer newly filed matter to York County; request Beth to do draft affidavit for Hardik re: residence in York county; email to Anna and Hardik re: draft affidavit; prepare motion to change venue pending response from Jake or no response; send to Beth to finalize and format; email to Ben Moore; email to Beth & Thomas to check with gas company; review draft from Hood Dawson for probate order and make changes; response from Jake and asked if his "thank you" was a "yes" and he said "no"; email to Hardik and Anna re: my conversation with electric company to confirm that electric company is waiting to hear from Vidhya;	DB	0.80	320.00
24 Jul 2019	Email to Dolly Garfield with copy of new lawsuit; review final version of motion to change venue and authorize filing with Hardik's affidavit; email to Thomas Jeter to pin down date he met with Hardik and Anna and told them to report to lottery commission; OC Hogan Brown LMVM; email to Hogan Brown; Email from Ben Moore re: sale of hotel;	DB	0.70	280.00

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24 Jul 2019	Created single pleading for motion to change venue, 12(b)(8) motion and defense reservations.	TH	0.70	70.00
24 Jul 2019	File and document management	BC	0.10	10.00
25 Jul 2019	Receive and review email correspondence between DB and Sarah Graddick with electric company; Receive and review email correspondence between DB and client re: electricity at Clinton House; telephone call to Cassie w Clinton-Newberry Gas Authority; Receive and review email correspondence between DB and Jeter re: records and lottery commission; Confer w DB re: lottery contract; Receive and review email from DB to client re: Fired or not	BC	0.60	60.00
25 Jul 2019	Produced the motion to amend original answer and counterclaim	TH	0.70	70.00
25 Jul 2019	Email from Thomas Jeter confirming he told Anna on Jan. 9th that she had to report to the lottery commission and he saw the video; Email from Serra Graddick at utility that Vidhya is applying for account today; respond; question from utility that Vidhya can start before Aug 1st, respond; receipt of confirmation of establishment of Vidhya's electricity account effective 8-1-2019; verify with Anna whether Vidhya was fired or just stopped coming to work; review paragraphs in answer and counterclaim and determine what paragraphs need to be amended to clarify that she was not fired; Email to Thomas to draft amendment; work on answer and counterclaim;	DB	3.20	1,280.00
26 Jul 2019	Continued work on draft answer and counterclaim; Review answer in original response and ask Thomas to draft a motion to amend to correct Paragraph 31 and 35 in answer and change those paragraphs; Request Beth to format draft answer and counterclaim so we can send to Hardik and Anna prior to the weekend for their review;	DB	1.30	520.00

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26 Jul 2019	Email correspondence w client for Affidavit; save to file; E-file Notice of Appearance; Finalize Motion for Change of Venue; E-file Motion; download and save filed Motion to file; Draft email to client w attached motion; Formatting and edits to Draft answer; Draft email to client w attached draft Answer and CC	BC	1.20	120.00
29 Jul 2019	Reviewed counterclaim and answer response	TH	0.70	70.00
29 Jul 2019	Email from Dolly Garfield & respond to set up call for Tuesday;	DB	0.10	40.00
29 Jul 2019	E-mail correspondence with Dolly Garfield and Desa Ballard in attempt to schedule call. Make follow up task to continue to work on scheduling call this week.	MTB	0.10	10.00
30 Jul 2019	E-mail correspondence with Dolly Garfield requesting confirmation of 11:30 telephone call; Finalize phone conference plans and calendar.;; Review Fastcase emails and download law to file.	MTB	0.30	30.00
30 Jul 2019	Telephone conference with Dolly re: proof of report to Lottery Commission on Jan. 9th and report to law enforcement on Jan. 24th; Email to remind Dolly to look at this next week; receive written confirmation from electric company that account will be terminated from hardik's name on 8-1-2019 and balance that will be due from prepayment; forward to Anna and Hardik; email from Hardik and Anna that power is off, and verify account is still in Hardik's name so he can call and report suspected outage; respond that I believe Vidhya is attempting to create drama; prepare draft answer and counterclaim; email from Hardik and Anna with edits; edit; forward to Thomas and Mara to finalize and file tomorrow;	DB	2.60	1,040.00
30 Jul 2019	Finalize and file motion to dismiss answer and counterclaims	TH	0.20	20.00
30 Jul 2019	Emailed gas company for Vidhya Patel	TH	0.20	20.00

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31 Jul 2019	Response email concerning natural gas for Patel	TH	0.20	20.00
31 Jul 2019	Multiple efforts to confirm that power is not off at the home in Clinton; request formal letter from Serra Graddick confirming that the power was not turned off; forward all to Hardik and Anna;	DB	0.30	120.00
31 Jul 2019	Multiple e-mail correspondences with Desa Ballard, Serra Graddick and with Hardik & Anal Patel regarding possible power out at the house and attempts to ensure it was not an issue for Hardik Patel. E-mail correspondence with Desa Ballard and Serra Graddick regarding statement from electric company that power had not been turned off on 07.30 / 07.31 ; created follow up task in Amicus and archived all emails. Email from Serra with statement.	MTB	0.50	50.00
01 Aug 2019	Receive and review efiling records from COC; forward to Thomas and Cindi as appropriate; Email to Hardik & Anal Patel with copy of filed affidavit of service.	MTB	0.10	10.00
01 Aug 2019	Receive NEF re: AOS: obtain filed AOS from Efile system; Receive bank records and upload them to file; Email to Hardik & Anal Patel with bank records from Vidhya Patel.	MTB	0.60	60.00
01 Aug 2019	Email from Serra Graddick re: final bill for electricity; forward to Hardik and Anna; Question re: filing of answer and counterclaim in second matter; verifying filing has occurred;	DB	0.20	80.00
01 Aug 2019	E-file motion to dismiss & answer/counterclaim	TH	0.20	20.00

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05 Aug 2019	Receive and review email from Ms. Sims with Clerk's office regarding draft proposed probate order; Draft email reply w draft probate order and DB changes; Receive and review mail Moore Ltr encl NOD for Hardik and Anna; scan and save to file; forward to DB; calendar depositions; Receive and review email from DB to Opposing counsel re: depo notices; Receive and review email from DB to client re: Depositions; receive and review email correspondence between DB and client re: depos	BC	0.40	40.00
05 Aug 2019	Review notice of depositions from Jake for Anna and Hardik; email to Jake and Hood Dawson that Sept. 6th will not work; second email that depos need to be done in York County; email to Anna and Hardik; response from Anna re: both depositions; reply; Email from Hardik asking for prep for depositions; Conf w/ Beth not to accept service of NOD from Jake's office;	DB	0.40	160.00
06 Aug 2019	Email with Hardik and Anna re: bank account confusion; review bank accounts that Hardik sent andnote to Beth to save asAAHARVID bank accounts	DB	0.30	120.00
06 Aug 2019	E-mail correspondence with Mr. Patel re: Amicus Portal; Email to Ted about issue to be fixed; create follow up tasks to get Mr. Patel access; (no charge).	MTB	0.20	0.00
06 Aug 2019	Receive and review email from DB to opposing counsel re: depositions of Anna and Hardik Patel; Draft email to client to coordinate call;; Receive and review NEF Reply to CC; download and save to file; draft email to client w attached pleading	BC	0.30	30.00
06 Aug 2019	Motion to Amend Original Answer and Counterclaim	TH	1.80	180.00
07 Aug 2019	Receive and review email from Hood to Nancy with the probate court's office w attached draft proposed order	BC	0.10	10.00

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08 Aug 2019	Draft email to opposing counsel to follow up on alternate dates for depositions; File and document management; Draft email to client re: depositions; Emails w client re: same	BC	0.30	30.00
08 Aug 2019	Email to Hardik asking him to call office about portal access (no charge)	MTB	0.10	0.00
09 Aug 2019	Note from Desa; google various options for sample income statements and balance sheets; consider drafting my own; search Microsoft excel templates on microsoft.com; review several and pick two that do the best; email to Mr. Patel after second message from Desa with more information.	MTB	0.50	75.00
09 Aug 2019	Review e mails from yesterday; review bank statements sent earlier this week; review emails re: possible rescheduling of depos; respond to questions from Anna and discuss schedule for depos with Beth; review discovery requests served on us today by Jake. OC Hardik and Anna;	DB	1.20	480.00
09 Aug 2019	Receive and review mail Moore Ltr encl discovery requests and NOD; scan and save to file; Email correspondence w opposing counsel to coordinate scheduling of depos; LMVM for client; Confer w DB re: Motion to Change Venue; Draft email to client w attached discovery requests; Telephone call with client; Email correspondence w Moore Taylor confirming deposition	BC	0.90	90.00
12 Aug 2019	Receive and review mail Order Denying Petition to remove PR; scan and save to file; forward to DB	BC	0.10	10.00
13 Aug 2019	Receive and review email from client w attached bank statements for account ending in 3989; save to file; Call to Clerk's office re: motion for venue; Prepare draft Proposed order granting motion	BC	0.40	40.00
14 Aug 2019	E-file Proposed order Change of venue	BC	0.20	20.00

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14 Aug 2019	Review and edit proposed order for change of venue; email to Beth with instructions how to submit with disclaimer that it is not a consent order;	DB	0.20	80.00
15 Aug 2019	Review letter from Jake Moore to Hardik; Conf w/ Beth to tell Hardik we will handle it; TC Earl Ellis;Email to Hardik re: letter from Jake; Email to Dolly Garfield re: status;	DB	0.50	200.00
15 Aug 2019	Email to Earl Ellis to request his additional assistance (no charge); email to Jake; (No Charge - Show on Bill)	DB	0.90	0.00
15 Aug 2019	Receive and review mail Moore Ltr to Hardik re: payment of wages; scan and save to file; forward to DB; Confer w DB re: letter from Moore; Draft email to client re: same; Email correspondence w client re: Moore letter; Receive and review email from DB to client re: same	BC	0.30	30.00
15 Aug 2019	Confer w CH re: invoices (No Charge - Don't Show)	BC	0.10	0.00
19 Aug 2019	Receive and review email correspondence between DB and Dolly re: internal document	BC	0.10	10.00
20 Aug 2019	Confer w CH re: Garber invoice (No Charge - Don't Show)	BC	0.10	0.00
20 Aug 2019	IC Anna re: recent contact from Samir Patel; OC Samir LMVM; email to Beth prepare discovery drafts to serve on Vidhya in second action; check online for proposed order and verify filing;	DB	0.40	160.00
21 Aug 2019	Confer w DB and save law to file; Prepare draft ROGS and RFP for second matter; Receive and review NEF for Order changing venue; Download and save Order approving change of venue to file; forward to DB; Receive and review email from DB to client re: Change of Venue to York County; Telephone call with Dolly; Prepare draft SC education lottery subpoena; Finalize Ltr to SC Education Lottery encl subpoena; Draft email to Dolly w attached subpoena	BC	1.50	150.00

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22 Aug 2019	Receive and review email from Dolly w attached subpoena response; save to file; Receive and review email correspondence between DB and Dolly re: subpoena response; receive and review email from DB to client re: documents from lottery; Receive and review email from DB to David re: Prosecution of Vidhya Patel	BC	0.30	30.00
23 Aug 2019	Receive and review email correspondence between DB and Solictor David Stumbo re: prosecution of Vidhya; Receive and review email correspondence between DB and client re: Hema & Paresh Patel; Finalize DB Ltr re: Ramesh not owed money; Draft email to client w attached letter	BC	0.40	40.00
23 Aug 2019	Email from Hardik re: Rema and Paresh Patel being willing to sign affidavit; draft affidavit, send to Beth to finalize in Word; Draft letter in email to put on letterhead attaching inventory showing that no debts to Ramesh are shown on the sworn statement filed with the probate court; email to Hardik asking what he means by a check clearing Anna's account;	DB	0.40	160.00
26 Aug 2019	Receive and review email correspondence between DB and Warren Mowry re: Prosecution of Vidhya Patel; Reminder to DB re: deadline for response to discovery	BC	0.20	20.00
28 Aug 2019	Telephone call from client; Receive and review email correspondence between DB and Jake Moore re: depositions	BC	0.30	30.00
29 Aug 2019	File and document management; Receive and review email correspondence between DB and Jake re: status; Receive and review email correspondence between	BC	0.20	20.00
29 Aug 2019	telephone conference with Ben Moore re: sale of Florence Hotel; email to Hardik and Anna re: conference with Ben Moore;	DB	0.40	160.00

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03 Sep 2019	Telephone call from Diane with Jake Moore's office; Draft email to client re: rescheduled depositions; Receive and review email reply re:same; Draft email to Diane confirming depositions; calendar appt; Draft email to Diane requesting Word format discovery requests	BC	0.30	30.00
04 Sep 2019	Finalize Ltr to Counsel encl Response to ROGS and RFP; draft email to client w attached discovery responses; Call from client; Prepare draft subpoena to Ben Moore	BC	1.40	140.00
05 Sep 2019	Finalize Ltr to Ben Moore encl subpoena; Draft email to client w attached subpoena; calendar deadline for response; file and document management	BC	0.40	40.00
09 Sep 2019	Receive and review email scheduling Motions Roster; calendar hearings; draft email to DB re: same; Draft email to Warren Mowry re: Prosecution of Vidhya Patel	BC	0.30	30.00
10 Sep 2019	Receive and review email from Warren Mowry re: Prosecution of Vidhya Patel; Receive and review email from DB to Warren Mowry re: Vidhya Patel	BC	0.20	20.00
10 Sep 2019	Email to Warren Mowry thanking him for update and telling him our position and why we are interested in the outcome;	DB	0.10	40.00
18 Sep 2019	Receive and review mail Moore Ltr encl subpoena response; scan and save to file; Draft email to client w attached subpoena response; Receive and review email correspondence between DB and client re: comments on response	BC	0.20	20.00
01 Oct 2019	Telephone call from client	BC	0.20	20.00
07 Oct 2019	Receive and review email from DB to client re: Vidya's unemployment application; Confer w DB re: discovery	BC	0.20	20.00

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07 Oct 2019	Review SCDEW subpoena response - Refer to E-mail dated Jul 1/19 re: (Patel) SCDEW Ltr encl subpoena response; Review response from SCDEW re: employment records; email to Anna and Hardik with response from SCDEW; review pleadings to find discovery to us; Review discovery responses which are subject to motion to compel; Email to Dooley to request file for 2012 closing; Email to Hardik and Anna re: contacting Pallev Desai; review exhibits and email to Beth to reorganize; email to Ben Moore; prepare motion for probate court to require amended inventory and escrow of sales proceeds; email from Hardik re: contacting Pallev Desai;	DB	1.60	640.00
08 Oct 2019	E-mail correspondence with Desa Ballard; research and review all records concerning DarshEkta and DarshExta 2019 and the stores; Download relevant documents to file; Email to Desa summarizing the results of my research and attaching the relevant documents	MTB	2.50	375.00
08 Oct 2019	Receive and review email correspondence between DB and client re: Pallav Desai; receive and review email from DB to Bert Dooley re: Request for file; Receive and review email from DB to Ben Moore re: Shraji Hari LLC; Receive and review email reply from Ben Moore re: same; Receive and review email reply from Dooley re: Request for file; Receive and review email from Ben Moore re: earnest money	BC	0.40	40.00
09 Oct 2019	Receive and review email correspondence between DB and client re: Bert Dooley; Receive and review email from client w contact info for P & P; Finalize Ltr to COC encl Motion for update Inventory; Draft email to client w attached Motion; Confer w DB re: witnesses	BC	0.90	90.00

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09 Oct 2019	Telephone conference with Anna and Hardik re: contact to Prakash and his wife Archana; OC Archana, asked to call husband; called Prakash/Peter, arranged to meet tomorrow at 10 am; email with Hardik and Anna about updates; review motion filed at probate court; telephone conference with Hardik and Anna; print documents to show to Prakash Patel tomorrow;	DB	1.80	720.00
10 Oct 2019	Meeting with Peter Patel, follow up meeting; Several telephone conferences with Hardik and Anna; Message to Beth re: can't do depos before Nov. 6th; review Beth email to Jake's office;	DB	3.10	1,240.00
10 Oct 2019	Receive and review email from DB to client re: Peter; Confer w DB re: Vidhya prosecutor; Draft email to Opposing counsel re: Hardik and Anna Patel depositions; Receive and review email from DB to Warren Mowry re: Vidya	BC	0.40	40.00
14 Oct 2019	Receive and review email correspondence between DB and Eight Circuit Solicitor's office re: Prosecution of Vidhya Patel	BC	0.10	10.00
14 Oct 2019	Email from solicitor's office with new assignment of solicitor; email to Jared Simmons re: representation of AAHARVID, LLC.	DB	0.10	40.00
15 Oct 2019	Confer w DB re: Hardik and Anna depos; Draft email to client re: same; Email correspondence w Diane w Jake Moore's office re: same	BC	0.20	20.00
16 Oct 2019	Receive and review email from Probate Court re: Motion to Update Inventory; confer w DB	BC	0.10	10.00
16 Oct 2019	Email from probate court to refile motion as petition; forward to Beth; email to Jake and Hood Dawson to verify hearing on Monday is still set in Laurens; email to Beth to verify what 2d motion is;	DB	0.20	80.00

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17 Oct 2019	Email from Jake; email from Hood Dawson re: Jake has a mediation and would like to continue the hearings set in circuit court for Monday; respond with consent; note to Beth to notify clients; email from Hood Dawson to clerk of court asking for continuance; notify clerk of my consent; Conference with Beth re: no response from new solicitor prosecuting the criminal case and reach out to him again; review Petition re-done per clerk from Probate Court asking for filing as petition rather than motion;	DB	0.30	120.00
17 Oct 2019	Receive and review email correspondence between DB and Moore re: hearing; Confer w DB re: motions hearing; Receive and review email correspondence between DB and E. Hood Dawson re: Motion hearing; Draft email to client w update; Receive and review email from Dawson to Judge Griffith's law clerk requesting continuance; Finalize Ltr to COC encl Petition for Updated inventory; draft email to Bert Dooley to follow up on file; draft email to Jared Simmons re: follow up Prosecution of Vidhya; Receive and review email from Judge's office re: continuance	BC	0.90	90.00
18 Oct 2019	Telephone call from Jared with Solicitor's office; Receive and review email correspondence between DB and Jared Simmons re: State v. Vidhya	BC	0.20	20.00
18 Oct 2019	Email to Jared Simmons, Esquire; Attempts to return call to solicitor; email to Jared Simmons; telephone conference with Jared Simmons; detailed email to Jared Simmons;	DB	0.30	120.00
18 Oct 2019	Email to Jared Simmons, Esquire	DB	0.30	120.00
21 Oct 2019	Receive and review email correspondence between DB and client re: WC; Confer w Krystyne re: Bert Dooley file	BC	0.20	20.00
23 Oct 2019	Summons; Receive and review email from Nancy with Probate office; Finalize Ltr to COC encl Summons and Check for Petition	BC	0.40	40.00

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23 Oct 2019	Traveled to/from Dooley's office; Reviewed and made copies of closing file at Dooley's office; Began scan of documents in closing file	KA	5.20	520.00
24 Oct 2019	Completed scan of closing file	KA	1.10	110.00
25 Oct 2019	Draft email to Diane re: depo follow up	BC	0.10	10.00
28 Oct 2019	Receive and review mail (filed) Summons and Petition for Update inventory; scan and save to file; file and document management	BC	0.10	10.00
06 Nov 2019	Receive and review email from client re: All is well	BC	0.10	10.00
07 Nov 2019	Receive and review email correspondence between DB and client re: #secure# BB&T	BC	0.10	10.00
07 Nov 2019	Receive and review NEF Notice of Appearance; Download and save to file	BC	0.10	10.00
11 Nov 2019	Receive and review email correspondence between DB and client re: depositions	BC	0.10	10.00
12 Nov 2019	Receive and review email from DB to Ben Moore re: Hotel - Shrii Hari	BC	0.10	10.00
12 Nov 2019	Email to Ben Moore; response; email that we will send another subpoena; email to Beth to send another subpoena	DB	0.10	40.00
19 Nov 2019	Telephone conference with Ben Moore; Email to Beth to do another subpoena to Ben Moore for additional documents re: sale of Florence hotel; prepare motion for emergency escrow of funds; Prepare proposed order; email to Ben requesting consent to serve as escrow agent	DB	0.60	240.00
19 Nov 2019	Confer w DB re: Probate Petition and Ben Moore subpoena; Finalize Ltr to Ben Moore encl subpoena; Draft email to Ben w attached subpoena	BC	0.40	40.00

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20 Nov 2019	Receive and review email from client re: Closing file from Dooley Law Firm; Receive and review email from DB to Ben Moore re: Shriri Hari LLC; Confer w DB; Receive and review email from Ben Moore re: Sale of Florence County property.; Finalize Ltr to COC encl Request for Emergency Order; draft email to client w attached pleading; Receive and review email from DB to client re: update on Vidhya; Receive and review email from DB to Moore re: Vidhya	BC	1.20	120.00
20 Nov 2019	Response from Hardik about why POA was needed for closing in 2012; IC Ben Moore, received subpoena; Developments with sale and Vidhya and Darshak homesteading in the hotel space and new purchaser refusing to close; Email to Hardik and Anna; Email to Jake and Hood Dawson re: whether Vidhya has abandoned the residence;	DB	0.60	240.00
22 Nov 2019	Receive and review email from Ben Moore's office w attached subpoena response; save to file	BC	0.10	10.00
25 Nov 2019	Receive and review email from client re: Sale of Florence Hotel; LMVM for Laurens County Probate Court; Receive and review email reply from DB to client re: sale of Florence Hotel; calendar follow ups; Receive and review email from client re: Clinton House - what should we do?; Telephone call from client; Receive and review email from DB w attached Clinton House video; save to file; Receive and review email from DB to Jake Moore re: House in clinton; Receive and review email reply from Jake re: same; Confer w DB; Fax to Laurens County Probate Court; Receive and review email from Ben Moore re: sale of Hotel; Receive and review Fax from Laurens County Probate Court w Signed Emergency Order; save to file; forward to DB; Receive and review email from DB to client re: Order to Escrow Funds; Receive and review email from DB to Moore and Price w attached Order	BC	0.90	90.00

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25 Nov 2019	Email TC Hardik and Anna and video taken this weekend; OC Thomas Jeter LM w/ staff; email to Jake and Hood Dawson re: Taking possesion of the house on Dec. 2, 2019.	DB	0.60	240.00
26 Nov 2019	Receive and review email correspondences between Ben Moore and Samuel Price and DB on 11.25.19 re: Sale of Hotel; calendar appt; Receive and review email correspondence between DB and client re: same; Receive and review email from Ben re: call number; Draft email w call-in instructions	BC	0.20	20.00
01 Dec 2019	Email to Hardik & Anal Patel; OC Ben Moore re: how to get closing done; pull info on property Darshak might own in Florence; confirm call for tomorrow with Sam Price; OC Hardik NA; email to Hardik and Anna; IC Ben re: possible need to have Vidhya and Darshak sign closing statement for bank, so re-do contract of sale to eliminate the individual parties and just have Raj sign for the LLC; Email LLC case law to Ben;	DB	1.60	640.00
02 Dec 2019	Review photos fromr yesterday; Confirm that Vidhya is living in NC; OC Ben Matthews to prep for 2:30 call; Conference call with Sam Price and Ben Matthews; OC Ben Moore; Return call to Sam Price;	DB	1.00	400.00

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02 Dec 2019	Receive and review email from DB to Ben Moore re: House in Clinton; Receive and review email from DB to Ben Moore re: Foreclosure of LLC interest 2013; receive and review email from DB to client re: Sale of Hotel; Receive and review email from DB to client re: house in Clinton; Receive and review email from DB to Ben Moore re: by the way; Receive and review email from DB to Ben Moore re: Here is what might be the liquor store; receive and review email correspondence between DB and Jared Simmons re: Vidhya Patel (Laurens County); Receive and review email from client re: Urgent & Important update regarding Vidhya's Case; Receive and review email from DB to client reminding to send pictures; Receive and review email from clients w attached pics; download and save to file;; Confer w DB; forward email to Samuel Price w attached Emergency Order; Draft email to jake Moore with attached Order	BC	0.50	50.00
03 Dec 2019	Text with DB re: phone message from Sam Price; Receive and review mail (filed) Request for Emergency Order on Petition to mandate Escrow of Funds; scan and save to file; Receive and review email from DB to Moore re: Phone message from Sam Price - FYI; Receive and review email from DB to client re: Message from Sam Price; Receive and review email reply from client re: same; Receive and review email from DB to opposing counsel re: Clinton residence; Receive and review email from DB to Moore re: Raj and purchasers; Receive and review email from DB to client re: Proposed email to Sam Price; Receive and review email correspondence between DB and Price re: Clinton Residence;	BC	0.30	30.00

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03 Dec 2019	IC Hardik and Anna; email to Ben Moore re: Raj apparently trying to put the purchasers in touch with Vidhya; Vidhya is at the house packing her things; prepare proposed email to Sam Price and email to Hardik and Anna;	DB	0.60	240.00
04 Dec 2019	File and document management	BC	0.10	10.00
05 Dec 2019	Receive and review email from client re: Darshak's threats to Angela; save text to file	BC	0.10	10.00
06 Dec 2019	Receive and review email from DB to client re: Clinton Residence	BC	0.10	10.00
09 Dec 2019	Receive and review mail Price Ltr encl Amended Inventory and Interim Accounting; Scan and save to file; draft email to client w attached pleading; Receive and review email from client re: you were right; Receive and review email from DB to client re: Lock out at hotel; Receive and review email from DB to client re: Check on Clinton house; receive and review email reply from client re: Clinton residence; receive and review email from DB to Ben Moore re: Talked to Hardik; receive and review email from DB to Cornwell re: Charlotte employee Hardik Patel, No. 105906; Receive and review email correspondence between DB and client re: Hotel	BC	0.50	50.00
11 Dec 2019	Receive and review email correspondence between DB and client re: Need advise; Receive and review email from DB to Ben Moore re: tomorrow; Receive and review email correspondence between DB and client re: tomorrow; Receive and review email from DB to client re: hotel in Florence; Receive and review email from Ben in reply to Db's email tomorrow; File and document management	BC	0.40	40.00
12 Dec 2019	Receive and review email from DB to Moore re: Shiri Hari LLC	BC	0.10	10.00

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13 Dec 2019	Receive and review email correspondence between DB and client re: BB&T; Receive and review notice of motions scheduling; confer w DB; Receive and review email correspondences between DB and client re: hearing on motion to compel; Confer w DB; calendar hearing	BC	0.50	50.00
13 Dec 2019	Review notice from Beth re: hearing end of January on motion to compel and motion to mandate mediation; ask her to notify court that motion to mandate mediation is moot; let Hardik know about scheduling	DB	0.20	80.00
20 Dec 2019	Review amended inventory #2. Email to Hardik and Anna; Email to Sam Price re: income to estate that has been disbursed ($44,600). Forward copy to Hardik and Anna;	DB	0.20	80.00
20 Dec 2019	Receive and review email from DB to client re: Amended Inventory and Appraisement; Receive and review email from DB to Sam Price re: same; Receive and review email correspondence between DB and Ben re: Interim accounting	BC	0.10	10.00
23 Dec 2019	Scan and save Vidhya Depo Exhibits to file; Receive and review email from Ben Moore re: Shriri Hari LLC eviction	BC	0.30	30.00
30 Dec 2019	Receive and review email from DB to Price re: Interim accounting follow up	BC	0.10	10.00
07 Jan 2020	Draft email to Samuel Price following up on email regarding interim accounting	BC	0.10	12.50
08 Jan 2020	Receive and review email from Price re: interim accounting	BC	0.10	12.50
24 Jan 2020	Receive and review email from DB to client re: Back on track; Receive and review email from DB to Ben Moore for update	BC	0.10	12.50
27 Jan 2020	Receive and review email from Ben Moore re: status update; Confer w DB re: discovery production; review file and Motion for docs produced and answers requested; receive and review email from DB to Hood Dawson re: same;	BC	0.40	50.00

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27 Jan 2020	Receive and review email from E. Hood Dawson re: hearing and Motions	BC	0.10	12.50
27 Jan 2020	Several emails with Hood Dawson re: tomorrow's hearing on motion to compel; Print documents for hearing; pull bank statements sent by Hood Dawson this morning and email to Hardik & Anna; prep for hearing;	DB	1.20	540.00
28 Jan 2020	To Laurens courthouse; hearing with Judge Griffith; return travel; OC Ben Moore; OC Raj; OC Prakash (peter) Patel re: trial date has been set and to expect subpoena from the other side; Spoke with Anna Patel re: expect subpoena from Mr. Moore; Email to Ben Moore; telephone conference with Hardik and Anna; Prepare for trial by pulling trial exhibits; Email to Serra Graddick re: city of Clinton; Email from Raj confirming his signature as witness on document; email from Hardik re: who filled out articles of incorporation for AAHARVID;	DB	5.50	2,475.00
28 Jan 2020	Receive and review email correspondence between DB and client re: Bank accounts; Confer w DB re: hearing; Email correspondence w client to coordinate call with DB; calendar appt; calendar date for trial;; Receive and review email from DB to Ben Moore re: Raj; Receive and review email from DB to Judge Griffin re: proposed order; Confer w DB re: Bert Dooley file; Confer w DB re: Deed; Receive and review email from DB to Desai re: P & P Investment Company LLC to AAHARVID LLC; Receive and reviwe email from DB to Bipin Gandhi re: AAHARVID Tax returns	BC	0.90	112.50

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29 Jan 2020	Receive and review email from Serra with letter from Utility company; save to file; Finalize Ltr to Clinton-Newberry natural gas authority requesting documentation of active account for Vidhya; Confer w DB re: trial exhibits; locate and save emails to file for trial; Prepare witness chart for DB; Receive and review email correspondence between DB and BB&T re: certified copy; Receive and review email correspondence between DB and client re: AAHARVID Change of Registered Agent.; Receive and review email from DB to Judge w attached proposed order; e-file proposed order; Confer w DB re: pic of money	BC	1.30	162.50
29 Jan 2020	Prepare proposed order on motion to compel; email to Mara to fix formatting; Finalize and email to Judge's law clerk with copy to Jake; confirm efiling of proposed order; double-check Rule 41 for dismissal of action against SHRIJI HARI LLC; detailed email to Hardik and Anna re: counterclaim, witnesses, damages re: lottery; and possible meeting this week;	DB	1.60	720.00
29 Jan 2020	Assist Desa with document (No Charge - Show on Bill)	MTB	0.20	0.00
30 Jan 2020	Prepare draft Stipulation of Dismissal as to Third-party Defendants SHRIJI HARI LLC; Receive and review email correspondence between DB and Wolfgang Buchmaier re: laws for ownership; Confer w DB; pull and save law to file; Receive and review email from DB to client re: Mr. Gandi; Receive and review email from DB to Gandi re: Patel, Hardik & Anal; Receive and review email correspondence between DB and client re: Vidhya's Unemployment; Receive and review email from DB to Jeter re: Patel v. Patel; Receive and review email correspondence between DB and client re: Vidyha's I-9	BC	0.90	112.50

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30 Jan 2020	Email to Bipin Gandhi; Review dismissal of Shrii Hari LLC; Email to Beth with edit; review additional materials from Hardik re: payment of property taxes for 2020, save exhibits; email from Judge; coordinate with Beth re: meetings to prepare; research on Dead Man's statute; research re: property ownership under green card; email to Wolfgang; emails with Anna and Hardik re: WCC and unemployment;	DB	3.80	1,710.00
31 Jan 2020	Meeting with Hardik and Anna re: trial prep; review documents with Mara;	DB	3.20	1,440.00
31 Jan 2020	Telephone call with Clinton-Newberry Natural Gas; Refax letter; Draft email to Jessica with BB&T re: certified copy of check; Receive and review NEF Order Motion to Compel; download and save to file; forward to DB; Confer w DB; Draft email to Thomas re: trial; Calls w DB from Conference; Draft email to Jeter re: trial attendance; Prepare draft Subpoena to BB&T: Prepare draft Subpoena to Raj Patel	BC	1.00	125.00
03 Feb 2020	Email correspondence w client re: witnesses; Draft email to Jessica with BB&T re: certified check; Confer w DB re: Email from P. Desai; Receive and review mail Price Ltr encl list of potential witnesses; scan and save to file; draft email to client w attached letter; Finalize Ltr to Rajesh Patel encl trial subpoena; Draft email to Raj w attached subpoena; Finalize Ltr to BB&T encl trial subpoena; Draft email to opposing counsel w attached trial subpoenas; Receive and review email reply from Jessica w BB&T; Receive and review mail Clinton-Newberry Natural Gas authority re: Vidhya account; scan and save to file; forward to DB; Receive and review email from opposing counsel w attached documents; save to file and separate with descriptions; Receive and review email correspondence between DB and client re: documents produced; Confer w DB re: exhibits to Gather	BC	2.50	312.50

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03 Feb 2020	Witness list from Price; Conf w/ Beth to see if it is filed; trial preparation;	DB	1.90	855.00
03 Feb 2020	Conference with BC regarding subpoena for authentication of check by BB&T records custodian	HMW	0.50	175.00
04 Feb 2020	Review and organize exhibits; prepare pretrial brief; print case law for various legal issues;	DB	4.70	2,115.00
04 Feb 2020	Review files for K-1's review tax returns for all years for income from various companies; review with Desa; email summarizing issues for Desa.	MTB	2.10	262.50
04 Feb 2020	Receive and review email from DB to solcitor for follow up on criminal matter; Exhibits for Trial	BC	4.00	500.00
05 Feb 2020	Email correspondence w client re: bank statements; Exhibits for Trial	BC	7.90	987.50
05 Feb 2020	Work on pre-trial brief and pull all law that is cited; redact bank statements; finalize pre-trial brief; email to Jake Moore and law clerk; efile same. Note from Desa about another filing; efile Declaration of Desa Ballard and her notes from telephone calls. Email to S. Jahue Moore, Esquire;Samuel M. Price, Jr., Esquire; with copies of everything.	MTB	5.50	687.50
05 Feb 2020	Conf w/ Beth re: assembling exhibit files; Review exhibits one last time; telephone conference with Pallav Desai; email to Hardik and Anna; Conf w/ Beth re: motions filed by Jake; Prepare declaration and attachments notes from 2 phone calls	DB	5.60	2,520.00
05 Feb 2020	Conference with DB regarding potential need to finish pre-trial brief if her hearing this afternoon goes long; Review motion for sanctions and DB response; conference with DB regarding docs that BC is assembling	HMW	0.40	140.00
06 Feb 2020	Trial Day 1 (cap at 10)	DB	10.00	4,500.00

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06 Feb 2020	Receive and review email from DB to Jeter; Receive and review email reply from Thomas; Receive and review email from opposing to Judge on 2.5.20 w attached pleadings; Receive and review email from DB to client on 2.5.20 re: Pallav Desai; Receive and review email correspondence between DB and client on 2.5.20 re: Dennis Drummond; Download and save documents efiled on 2.5.20	BC	0.30	37.50
07 Feb 2020	Receive and review email correspondence between DB and client re: First Trial day; Receive and review email from DB to Jeter w update on trail	BC	0.20	25.00
07 Feb 2020	Trial Day 2 (cap at 10)	DB	10.00	4,500.00
11 Feb 2020	Receive and review email correspondence between DB and client re: transcript	BC	0.10	12.50
12 Feb 2020	Finalize Ltr requesting transcript; Receive and review email correspondence between DB and Jeter re: Patel trial	BC	0.20	25.00
24 Feb 2020	Finalize Ltr to Holston requesting transcript; draft email to Holston w attached attached letter;; Receive and review email correspondence between DB and Krystyne re: phone message	BC	0.40	50.00
25 Feb 2020	Receive and review email from Court reporter w attached transcript request form; fill-out form and return to Court reporter as requested	BC	0.10	12.50
28 Feb 2020	Receive and review email from Judge Griffith's lawclerk re: scheduling	BC	0.10	12.50
02 Mar 2020	Telephone call from client; Draft email to Judge Griffith's lawclerk requesting available dates for April	BC	0.20	25.00
03 Mar 2020	File and document management; Receive and review email from Judge's law clerk re: schedule for hearing; Receive and review email correspondence between DB and client re: meeting	BC	0.30	37.50

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04 Mar 2020	Email correspondence w client re: meeting; Receive and review mail Moore Ltr to Judge Griffith encl subpoenas; Moore Ltr to Food Stamp Program supboena; Moore Ltr to Countryside Apts subpoena; Moore Ltr to Boyd Management subpoena; scan and save to file; forward to DB	BC	0.20	25.00
06 Mar 2020	Draft email to client to follow up on meeting; Email correspondence w client re: meeting; calendar appt	BC	0.20	25.00
09 Mar 2020	Prepare draft Motion to Quash subpoenas; Prepare Draft Ltrs to Food Stamps, Boyd Management and Countryside Apartments encl motion to quash; prepare draft proposed order motion to quash	BC	1.50	187.50
09 Mar 2020	Revise and finalize motion to quash; conf w/ Beth re: sending letters to subpoena recipients; do proposed order; edit proposed order; edit proposed motion;; Meeting with Anna and Hardik; OC Ben Moore; email to Ben Moore;	DB	1.60	720.00
09 Mar 2020	Edit motion to quash subpoenas	HMW	0.20	70.00
10 Mar 2020	Receive and review email from DB to Ben Moore re: Shriri Hari; File and document management; Receive and review email reply from Ben Moore	BC	0.30	37.50
11 Mar 2020	Receive and review email correspondence between DB and Ben Moore re: Shriri Hari; Receive and review email from DB to client re: same	BC	0.10	12.50
12 Mar 2020	Receive and review email from DB w K-1's for trial exhibits; save to file; print; email correspondence w court reporter re: transcript	BC	0.20	25.00
18 Mar 2020	Confer w DB re: trial notes	BC	0.10	12.50
19 Mar 2020	Confer w DB re: Gandhi; Draft email to client re: Follow up Bipin Gandhi	BC	0.20	25.00
20 Mar 2020	Receive and review mail Moore Ltr to Judge Griffith re: Motion to Quash; scan and save to file; forward to DB; Scan and save DB notes to file; file and document management	BC	0.20	25.00

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27 Mar 2020	Receive and review phone message from client	BC	0.10	12.50
30 Mar 2020	Receive and review phone message from client; Receive and review email from DB w dictated letter to Drummond	BC	0.20	25.00
30 Mar 2020	Receive and review email from Desa re address for Dennis; Email client for address	KA	0.10	12.50
30 Mar 2020	Letter to Dennis Drummond	DB	0.20	90.00
30 Mar 2020	Review online information regarding Trespass notice and download detailed instructions and form for York County; Review Lancaster County websites; Email to Lancaster County Sheriff requesting information on their procedures if different; Email to Desa with the York Co. Procedures letting her know I've requested same from Lancaster Co.; obtain and download Title 16, Chapter 11 for Desa and highlight the relevant law for the trespass notice.	MTB	0.40	50.00
31 Mar 2020	Review lengthy email from Attorney for Lancaster Sheriff's Department and forward to Desa with note; make follow up task.	MTB	0.20	25.00
31 Mar 2020	Finalize trespass letter; Confer w DB/MTB re: incident report vs. Letter; Email correspondence w Joy Holston re: transcript; Receive and review email from Joy w attached trial transcript; save to file; forward to DB; Confer w DB re: Motion to Quash; Draft email to client w attached trial transcript, invoice and update on trespass letter	BC	0.90	112.50
01 Apr 2020	Email correspondence w Laurens county attorney re: Notice of Trespass	BC	0.10	12.50
03 Apr 2020	Email correspondence w Lauren's county magistrate court re: notice of Trespass; Telephone call to Lauren's County Sheriff's Department; Confer w DB re: same; Email correspondence w client re: same; Receive and review email correspondence between DB and client re: transcript	BC	0.40	50.00

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03 Apr 2020	Email with Beth and then with Anna and Hardik re: trepass notice and transcript for review;	DB	0.20	90.00
07 Apr 2020	Email correspondence w MTB re: check from client (No Charge - Don't Show)	BC	0.10	0.00
09 Apr 2020	Confer w DB re: Petition for Updated inventory; Prepare draft Ltr to COC encl Petition for Update inventory; Summons and Petition	BC	0.30	37.50
14 Apr 2020	Edits and formatting to Petition; Prepare draft COS; Summons; Confer w CH/MTB re: filing fee; Finalize Ltr to Probate Court encl Summons and Petition for Second Update Inventory	BC	0.70	87.50
14 Apr 2020	Prepare motion to require updated inventory following sale of asset; Email to Beth;	DB	0.40	180.00
16 Apr 2020	Finalize Ltr to COC encl Second Petition for Update Inventory; draft email to Opposing counsel w attached petition; forward to client	BC	0.40	50.00
17 Apr 2020	Receive and review email correspondence between DB and Judge Griffith's office re: Hearing Motion to Quash; calendar hearing; receive and review email correspondence between LC and Jake Moore re: availability; Receive and review email from Price w availability	BC	0.30	37.50
20 Apr 2020	Research to try to find authority re: discovery mid-trial; review Rule 36 and Rule 45;	DB	0.40	180.00
21 Apr 2020	Confirmation from Judge Griffith's office of 2 pm Zoom hearing tomorrow on our motion to quash; ask Mara to calendar on Amicus calendar; (No Charge - Show on Bill)	DB	0.10	0.00
21 Apr 2020	Draft email to Judge Griffith's lawclerk inquiring about time of hearing	BC	0.10	12.50

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22 Apr 2020	Confer w DB re: subpoenas; Confer w DB re: hearing; calendar trial dates; Receive and review email correspondence between DB and client; Calendar appt	BC	0.40	50.00
22 Apr 2020	Prep for Webex hearing with Judge Griffith on Motion to Quash; attend hearing; discuss scheduling with Judge; email to Office re: reopening for May 6th to get ready for Patel matter; Email to Hardik and Anna re: reconvening; TC Hardik and Anna.	DB	2.10	945.00
27 Apr 2020	Receive and review email from client re: trial 2	BC	0.10	12.50
28 Apr 2020	Draft email to client to coordinate call; Receive and review mail (filed) Second Petition to Update inventory; save to file	BC	0.20	25.00
29 Apr 2020	Draft email to Judge Griffith's clerk to inquire about trial resuming; Receive and review email reply from Judge Griffth's clerk re: hearing; amend calendar for location	BC	0.20	25.00
29 Apr 2020	Conference with BC regarding whether trial going forward and DB ability to travel; Review Email correspondence from judge's clerk regarding location of trial	HMW	0.30	105.00
30 Apr 2020	Finalize Motion for continuance; e-file motion; Receive and review email from Judge granting continuance; Receive and review NEF accepted Motion; download and save to file	BC	0.60	75.00
01 May 2020	Review transcript for Trial Exhibits; receive and review email correspondence between DB and client re: utilities; loan documents;	BC	1.40	175.00
01 May 2020	Review email from Desa with Exhibit she wants modified to include total of utility bills paid. Update Exhibit and return to Desa.	MTB	0.20	25.00
04 May 2020	Email correspondence w Holston re: invoice; Confer w CH (No Charge - Don't Show)	BC	0.10	0.00

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04 May 2020	Receive and review email reply from Ben re: Reconvening of trial; Prepare draft subpoena to Tega Cay; Receive and review email from Ben w clarification on Reconvening of trial	BC	0.30	37.50
05 May 2020	Receive and review NEF Order granting Motion to Quash; download and save to file; draft email to client w attached order; Finalize ltr to CountrySide apt; and Laurens County DSS w attached Motion to Quash; Fax and mail both;	BC	1.00	125.00
05 May 2020	Review order granting motion to quash; Edit letter to Boyd Management with copy of order	HMW	0.20	70.00
06 May 2020	Draft email to client w attached finalized letter to Boyd Management and Laurens County DSS with Order granting Motion to Quash	BC	0.10	12.50
12 May 2020	File and document management	BC	0.10	12.50
20 May 2020	Receive and review email correspondences between DB/Judge and Opposing counsel re: trial; Receive and review email correspondence between DB and client re: same	BC	0.20	25.00
27 May 2020	Receive and review email correspondence between DB/Jake and Judge re: trial; Calendar trial dates; Draft email to client notifying of Trial dates and to coordinate prep; Receive and review email from Jake attached letter requesting transcript	BC	0.30	37.50
01 Jun 2020	Receive and review email from client w question on insurance beneficiary form	BC	0.10	12.50
02 Jun 2020	Receive and review email correspondence between DB and client re: insurance beneficiary form; Email correspondence w client re: meeting; Receive and review email from Jake w attached transcript;	BC	0.30	37.50
05 Jun 2020	Receive and review email from client re: found something useful	BC	0.10	12.50
05 Jun 2020	Prep for and attend Zoom with clients;	DB	1.60	720.00

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08 Jun 2020	Receive and review email from DB to Ben Moore re: Patel trial - reconvening June 16 & 17, 2020; Receive and review email from DB to client re: same; receive and review email from DB to Jeter re: same; Receive and review email correspondence between DB and Jeter re: trial; Receive and review email correspondence between DB and Judge re: trial	BC	0.50	62.50
09 Jun 2020	Receive and review email from client w timeline; save to file	BC	0.10	12.50
10 Jun 2020	Draft email to Detective Goggins to coordinate call; Confer w DB re: trial exhibits	BC	0.20	25.00
11 Jun 2020	Email correspondence w client re: today's meeting; Confer w DB re: promissory note; research file; forward Promissory note to Db/client; Scan Plaintiff Exhibits introduced at trial;	BC	0.80	100.00
12 Jun 2020	Receive and review email from client w attached documents; Telephone call to Detective Goggins to schedule call; calendar appt	BC	0.20	25.00
15 Jun 2020	Prepare Trial exhibits notebook and DB notebook	BC	6.30	787.50
15 Jun 2020	Meeting with clients to prep	DB	9.00	4,050.00
16 Jun 2020	Trial Day 1 and prepare for Day 2 (cap at 10 hours);	DB	10.00	4,500.00
16 Jun 2020	Prepare one more exhibit notebook; draft email to opposing counsel w attached Ben Moore subpoena;	BC	0.80	100.00
17 Jun 2020	Receive and review email from client re: Very Important points; Confer w DB; Calendar deadline for proposed orders	BC	0.20	25.00
17 Jun 2020	Day 4 of trial	DB	7.50	3,375.00
18 Jun 2020	Telephone conference with Thomas Jeter re: how we concluded and possible settlement issues brought up by Jake	DB	0.50	225.00
19 Jun 2020	Sketch out possible settlement ideas; email to Jake; email to clients;	DB	0.60	270.00

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19 Jun 2020	Receive and review email from DB to Jake Moore re: follow up; Receive and review email from DB to client re: ideas; Telephone call from client; Receive and review email from Jake re: settlement discussions	BC	0.40	50.00
22 Jun 2020	Receive and review email from DB to client re: Call me sometime today; Receive and review email from DB to Jake re: Follow up; Receive and review email from Stacy Johnson Court reporter re: transcript; Receive and review email reply from DB; Receive and review email from DB to Jake trying to confirm Vidhya wants the house; receive and review email reply from Jake re: same	BC	0.50	62.50
23 Jun 2020	Receive and review email from DB to client re: confirming; Receive and review email from DB to Jake re: settlement discussions	BC	0.20	25.00
23 Jun 2020	Settlement proposals to Jake - Refer to E-mail dated Jun 19/20 re: Patel; draft email to Jake; confirm date of proposed orders; finalize email to Jake; forward to clients	DB	0.20	90.00
04 Jul 2020	Email from Hardik re: mail for Darshak coming to his address; respond with update of silence from Jake; (No Charge - Show on Bill)	DB	0.20	0.00
07 Jul 2020	Email from Hardik; email for him to take pix of mail before he puts it back in the outgoing mail; (No Charge - Show on Bill)	DB	0.10	0.00
07 Jul 2020	Conf w/ Beth re: transcript and request Hardik to pay deposit so we can get it; email from Hardik with photos of deterioration of house;	DB	0.10	45.00
07 Jul 2020	Confer w DB re: transcript; Draft email to client requesting deposit for transcript; Receive and review email correspondence between DB and client re: address change issue; Email correspondence w client re: transcript; Draft email to court reporter w update	BC	0.20	25.00
08 Jul 2020	Receive and review email correspondence between DB and client re: the grass is still not cut	BC	0.10	12.50

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10 Jul 2020	Finalize Ltr to Court reporter encl check	BC	0.20	25.00
13 Jul 2020	Electronic exhibits to Court reporter	BC	0.70	87.50
13 Jul 2020	Work on draft order; Pull cases re: effect of default on primary action when it is tried; email to Beth re: cases I am sending from Fastcase;	DB	1.20	540.00
14 Jul 2020	Continued draft of proposed order in Patel;	DB	4.10	1,845.00
14 Jul 2020	Save law for effect of default to file; Confer w DB re: timeline	BC	0.30	37.50
15 Jul 2020	Continued work on draft order for Judge Griffith; try to locate language in lottery contract that prohibits employees from playing lottery at their place of employment;	DB	4.60	2,070.00
16 Jul 2020	Edits to proposed order from Hardik; continued work on adding detail to proposed order;	DB	4.80	2,160.00
16 Jul 2020	Email correspondence w client re: proposed order; Confer w DB; Receive and review email from Opposing counsel to Judge Griffith requesting extension to submit proposed order; draft email confirming DB's consent	BC	0.20	25.00
17 Jul 2020	Review Anna last changes and additional comments from Hardik; finalize proposed order with Beth; Prepare draft email to send to Judge Griffith with language asking that Jake not read our proposed order until he has submitted his; final transmittal to Judge; forward copy to Hardik and Anna;	DB	3.10	1,395.00
20 Jul 2020	Finish draft of proposed order; Send current version of draft to Beth to fill in yellow highlights; point out pink highlights are the ones for the June transcript we do not already have;	DB	4.20	1,890.00
20 Jul 2020	Review proposed order draft	HMW	0.30	105.00
20 Jul 2020	Save Law to file; Formatting to Proposed order	BC	0.50	62.50
21 Jul 2020	Edit draft proposed order	HMW	5.20	1,820.00
22 Jul 2020	Finish edits to draft proposed order	HMW	1.90	665.00

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22 Jul 2020	Review edits made by Harvey; email with Harvey and Beth re: edits and send to clients;	DB	0.30	135.00
22 Jul 2020	Confer w HMW/DB re: proposed Order; Draft email to client w attached proposed final order	BC	0.20	25.00
23 Jul 2020	Draft email to client re: follow up proposed order; Receive and review email from client w attached edits to proposed order; Receive and review email reply from DB to client re: Bank Statements; Confer w DB re: CC; Receive and review email from DB to client w v3 of proposed order; Receive and review email correspondence between DB and client re: proposed order	BC	0.30	37.50
23 Jul 2020	Review edits from Hardik; respond to Hardik re: attorney's fees; Edit proposed order; pull Darshak testimony and send bank statements to Hardik, confirm Darshak testimony about mortgage payments; look for Praful testimony to try to identify how he fit into the picture; email to Hardik and Anna to review edited proposed order and options re: attorney fees; Conf w/ Beth to add signature block to proposed order;	DB	1.50	675.00
24 Jul 2020	Edit order with Hardik's thoughts; respond to Hardik; edit order per Anna's notes; respond; OC to Judge Griffith's office to verify whether I email only or efile order; Conf w/ Mara re: removing metadata before I send to judge;	DB	0.60	270.00
24 Jul 2020	E-mail correspondence with Desa about schedule for Today; Email to Hardik & Anal Patel requesting they return any changes to the proposed order by noon.; Assist Desa with proposed order.; Several emails between Desa and the Patels; process all.	MTB	2.00	250.00

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27 Jul 2020	E-mail correspondence with Desa Ballard to Hardik and Anna about Jake not submitting an order; Confer with Desa re: same.; Three more emails from Desa Ballard to various individuals; E-mail correspondence with Hardik & Anal Patel; 2nd E-mail correspondence with Hardik & Anal Patel responding to Desa; review, no follow up required.	MTB	0.50	62.50
28 Jul 2020	Receive and review email correspondence between DB and client on 7.25.20 re: proposed orders; Receive and review email correspondence between DB and client on 7.27.20 re: proposed orders; Receive and review email from DB to Judge Griffith on 7.27.20 re: same; Receive and review email from client re: Darshak Mail; Receive and review email reply from DB re: same	BC	0.30	37.50
30 Jul 2020	Receive and review email from Court Reporter w update on transcript; forward to client; Receive and review email from Judge Griffith's office re: proposed order	BC	0.20	25.00
03 Aug 2020	Receive and review email from Stacy w attached transcript; save to file	BC	0.10	12.50
04 Aug 2020	Draft email Judge w attached trial transcript; Cite to transcript	BC	2.30	287.50
07 Aug 2020	Conf w/ Beth re: assistance in locating certain citations for proposed order from June transcript; email to Judge Griffith that we need until Monday to finalize full citations to June transcript;	DB	0.30	135.00
10 Aug 2020	Finish citations to order; email to Judge Griffith; email to Hardik and Anna; Make additional edits from Hardik's review; Email to Judge Griffith with copy to Jake of proposed order;	DB	2.90	1,305.00
10 Aug 2020	Continue citing to June transcript	BC	0.40	50.00

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11 Aug 2020	Receive and review email from DB to Judge w attached proposed order; Receive and review email from Opposing counsel w attached proposed final order; save to file; Receive and review email reply from Judge re: proposed orders	BC	0.30	37.50
11 Aug 2020	Email from Jake with proposed order, multiple emails re: his delay in submitting a proposed order; forward email to Hardik and Anna so they know what is going on; Review emails from Jake trying to say he had submitted an order earlier; send email from law clerk proving that he had not met the deadline; telephone conference with Hardik; email from Judge that he had mostly made up his mind before receiving proposed orders, he will review both; Ask Beth to fix formatting on order we sent to Griffith; Email from Hardik to set up call; respond; telephone conference with Hardik; email from new law clerk asking for transcripts; respond that Beth forwarded and let us know what else she needs;	DB	1.40	630.00
12 Aug 2020	Receive and review email from Judge Griffith's office requesting transcripts; email reply	BC	0.10	12.50
12 Aug 2020	Email from Stacy following up to transcript payment (No Charge - Don't Show)	BC	0.10	0.00
17 Aug 2020	Draft email to client re: follow up transcript payment; Receive and review email reply from client; draft email to Stacy w update (No Charge - Don't Show)	BC	0.20	0.00
18 Aug 2020	Receive and review email from Sam Price re: proposed order; draft email reply (No Charge - Don't Show)	BC	0.10	0.00
28 Aug 2020	Receive and review NEF Order; download and save to file; Calendar deadline for Motion to Reconsider	BC	0.30	37.50
28 Aug 2020	Notice from Law Clerk that order is posted this morning; look at online docket; review order; OC Hardik and Anna re: what happens next;	DB	0.80	360.00

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28 Aug 2020	Review notice of entry of order; conference w/ BC regarding order	HMW	0.10	35.00
28 Aug 2020	Review Order of Judge Griffith and respond to Desa. (no charge) (No Charge - Don't Show)	MTB	0.40	0.00
31 Aug 2020	Double check deadline date for rehearing; Email to Hardik and Anna re: timetable; IC Hardik; email to Ben Moore; email to Thomas Jeter; Email to opposing counsel with timeline.Begin draft of motion for fees; email to Doug Truslow re: serving as expert;	DB	3.00	1,350.00
31 Aug 2020	Receive and review email from DB to client re: next steps; Telephone call from client; Confer w DB re: Motion for attorney fees; calendar deadline; Receive and review email from DB to Jake re: vacate	BC	0.40	50.00
02 Sep 2020	Receive and review email correspondence between DB and Truslow coordinating call to discuss affidavit; Email correspondence w D. Truslow to coordinate call; calendar appt	BC	0.20	25.00
03 Sep 2020	Telephone conference with Truslow re: serving as expert in motion for sanctions against Price and Plaintiffs; he wants outline for affidavit so he can track language of act; continued work on draft motion	DB	3.60	1,620.00
04 Sep 2020	Continued work on brief; lengthy telephone conference with Truslow re: subject of motion for sanctions and whether to include lawyers or one of them; continued motion;	DB	2.40	1,080.00
04 Sep 2020	Edits and formatting to motion	BC	0.70	87.50
08 Sep 2020	Receive and review email correspondence between DB and client re: update; Receive and review email from DB to client re: Utilities	BC	0.20	25.00
08 Sep 2020	Confer w DB re: Motion and exhibits	BC	1.50	187.50
08 Sep 2020	Efile Motion for attorney fees	BC	0.30	37.50

08 Sep 2020	Edit motion for attorney fees; conference with BC regarding edited doc saved but needing additional review and input by DB	HMW	1.10	385.00
Total Fees				**$116,262.50**

Expenses

Date	Description	Amount
22 Mar 2019	Patel Probate Petition	150.00
22 Mar 2019	Administrative Fee (removed per DB)	50.00
11 Apr 2019	Filing Fee	26.50
08 May 2019	Transcription Fees - Rule to Show Cause Transcript (Patel)	43.20
04 Jun 2019	Filing Fee for DMV License Plate Look Up	12.00
05 Jun 2019	Postage	6.05
11 Jun 2019	Documents from SC.GOV	19.50
13 Jun 2019	Filing Fee	25.00
21 Jun 2019	SC.GOV SCJD Efile (5.24.19)	31.74
21 Jun 2019	SC.GOV SCJD Efile (6.5.19)	31.74
26 Jun 2019	Postage	23.90
23 Jul 2019	Filing Fee at Laurens County	31.74
12 Aug 2019	SC.GOV SCJD EFile (8/1/19)	31.74
12 Aug 2019	SC.GOV SCJD EFile (7/26/19)	31.74
16 Aug 2019	Client Advanced Cost - Other	1,457.50
09 Oct 2019	Photocopying	10.20
17 Oct 2019	Photocopying	12.80
23 Oct 2019	Summons and Petition Fee (Aaharvid Patel)	150.00
03 Feb 2020	Client Advanced Cost - Process Service on CT Corp (BB&T) on 2/3/2020	120.00
12 Mar 2020	Client Advanced Cost - SC.GOV SCJD E-File on 3/9/2020	31.74
16 Apr 2020	Client Advanced Cost - Petition for 2018-ES-30-0084	150.00
12 May 2020	Client Advanced Cost - E-filing SC.GOV on 4/30/2020	31.74
10 Jul 2020	Client Advanced Cost - Transcript	900.00
12 Jul 2020	Client Advanced Cost - Cafe Strudel on 6/15/2020	35.57

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31 Aug 2020	Client Advanced Cost - For services rendered 8/31/2020	2,380.23
Total Expenses		**$5,794.63**

Tax

[redacted]

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STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel,	)	C.A. No.: 2019-CP-30-00140
Plaintiffs, vs.	)	**MEMORANDUM OF LAW IN OPPOSITION TO DEFENDANTS' MOTION FOR AWARD OF ATTORNEYS FEES UNDER SOUTH CAROLINA CODE § 15-36-10**
Hardik R. Patel, Anal H. Patel, and AAHARVID, LLC,	)	
Defendants	)	

This matter is before the Court pursuant to counsel for Defendant's Motion for Attorney's Fees, brought pursuant to South Carolina Code Section 15-36-10. For the reasons set forth below, the Defendants' Motion should be denied by this Court.

FACTUAL BACKGROUND

This matter was initiated by the filing of a Summons and Complaint on February 21, 2019. Although Defendants filed responsive pleadings, and asserted counterclaims, at no time did they pursue a court order to dismiss any of the allegations set forth in the Plaintiffs' Complaint. At no time during the discovery phase of the case did Defendants move to dismiss any of the allegations contained in the Complaint. Defendants never moved for Summary Judgement pursuant to Rule 56 of the South Carolina Rules of Civil Procedure. The parties engaged in discovery and the case proceeded to trial.

This matter was tried non-jury before The Honorable Eugene C. Griffith, Jr. for four days, February 6-7, 2020 and June 16-17, 2020. In a highly and sometimes bitterly contested proceeding, Plaintiffs' counsel called both individual Defendants as witnesses. Both individual Plaintiffs

testified under direct exam and under cross examination by Defendants' counsel. Each side called numerous witnesses who were not parties to the case and introduced documents.

At the close of the Plaintiff's case, Defendants, by and through their counsel made numerous motions. These included Motions for a Directed Verdict as to all of the Plaintiffs' causes of action, (Transcript of Record, Vol. 2, Page 92, Lines 22 – Page 126; Line 17). After hearing argument of counsel, the Court in part denied the Defendants' motions as to Constructive Trust and Resulting Trust and allowed those causes of action to go forward.

After completion of the four day trial, Judge Griffith issued his order granting judgement to Plaintiffs. The Court's Order provided, in pertinent part:

> 107. There is conflicting testimony and evidence regarding whether or not the house or the store was intended to belong in whole or in part to Vidhya. The testimony of the Defendants outweighs the testimony of the Plaintiffs on this issue.
>
> 108. There is conflicting testimony and evidence regarding whether the house or the store was to belong, in whole or in part to Ramesh. The testimony of the defendants outweighs the testimony of the Plaintiffs on this issue.

Judge Griffith's order concluded that the Plaintiffs had no proven their case and were not entitled to the imposition of a constructive or resulting trust over the house or the convenience store. Judge Griffith entered judgement in favor or Defendants. Judge Griffith denied Plaintiffs' Motion for Reconsideration and this matter is now on appeal.

DISCUSSION OF LAW

The South Carolina Frivolous Civil Proceedings Act allows, in pertinent part, a prevailing party to pursue sanctions against an attorney, party, or pro se litigant for a frivolous claim where the court finds, by a preponderance of the evidence, that: … (b) a reasonable attorney in the same circumstances would believe that his procurement, initiation, continuation, or defense of the civil suit was *intended merely to harass or injure the other party*; or (c) a reasonable attorney in the same circumstances would believe that the case or defense was *frivolous as not reasonably*

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founded in fact or was interposed merely for delay, or *was merely brought* for a purpose other than securing proper discovery, joinder of proposed parties, or adjudication of the claim or defense upon which the proceedings are based. S.C. Code Ann. § 15-36-10(C) (1) (Emphasis added). It is clear from the emphasized language that sanctions against a party are not to be imposed lightly and should be made only if there is no reasonable argument for bringing and maintaining a lawsuit. Based on the Defendants' Motion, it appears that the basis of the Defendants' motion is that the case was instituted for merely for an improper purpose and was frivolous.

The South Carolina Frivolous Civil Proceedings Sanctions Act is penal in nature. It is designed to serve as a penalty or punishment for certain actions. Penal statutes must be strictly construed by the Courts. *Dykeman v. Wells Fargo Home Mortgage, Inc.,* 381 S.C. 333, 673 S.E. 2d. 804 (2009). In addition, South Carolina Courts interpret statutes that grant power to award attorney's fees narrowly because these laws were enacted in derogation of the common law. *Harris-Jenkins v. Nissan Car Mart, Inc.*, 348 S.C.171, 557 S.E. 2d. 708 (Ct. App. 2001); *Dowaliby v. Chambless,* 344 S.C. 558, 544 S.E.2d. 646 (Ct. App. 2001). Unless the Court finds by a preponderance of the evidence that an attorney, party, or pro se litigant engaged in advancing a frivolous claim or defense the attorney, party or pro se litigant shall not be sanctioned. *In re Beard,* 359 S.C. 351, 597 S.E.2d. 835 (Ct. App. 2004).

PLAINTIFFS' SUIT WAS NOT BROUGHT FOR AN IMPROPER PURPOSE

Defendants first assert that they are entitled to Attorney's Fees and Costs because, a reasonable attorney in the same circumstances would believe that his procurement, initiation, continuation, or defense of this suit was intended merely to harass Defendants, particularly Hardik Patel. In support of their motion, the Defendants argue that the case was instituted by Plaintiff Vidhya Patel in either because her son Hardik would not speak to her or she was left nothing by her husband, Ramesh when he died. Defendants also argue that Plaintiffs' case was based on a

number of untruthful allegations contained in Plaintiffs' complaint.

In support of their argument regarding the motive behind her suit, Defendants rely in a large part on the deposition testimony of Vidhya Patel. It should be noted that Vidhya was born and grew up in India. As she testified in trial, she had a very limited education there. English is not her first language and it does not come easy to her as the Court had opportunity to observe when she testified at trial under both lengthy direct and cross examination. While Vidhya may have had difficulty articulating her responses to certain questions raised to her in her deposition, the Court had ample opportunity to hear her responses posed to her by counsel as to her motivation in bringing this lawsuit.

Even in the deposition relied upon by Defendants, it should be noted that in the cited paragraph Vidhya testified, "…he change the name of **my store**, his name." (Emphasis added). Again, it should be noted that after this deposition, Defendants made no effort to move for Summary Judgement as to any of the allegations contained in the Plaintiff's Complaint.

Secondly, Defendants argue that bringing the case was unwarranted because Plaintiffs' Complaint contains a number of "false" allegations, "…the falsity of which could easily have been established by documentary evidence that was available by Plaintiffs and could have been provided to their counsel prior to filing the action…" (Plaintiffs' Motion for Attorneys' Fees and Costs, Page 2). Defendants do not argue that the causes of action for relief against them were incorrectly plead. They do not argue that that if the allegations had been proven true at trial, Plaintiffs would not have been entitled to the relief requested in their Complaint. They simply allege that these allegations were not true. As set forth below, the Court heard approximately four days of conflicting testimony as to whether or not these allegations could be proven or not. The Court ultimately determined that despite conflicting evidence, Plaintiffs had not proven that they were entitled to the relief requested in their complaint. The mere fact that a Plaintiff does not prove their

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case to the Court (or a jury's) satisfaction does not warrant the imposition of sanctions against them. As set forth below, the fact that a party "loses" a case does not warrant the imposition of punishment for bringing the case in the first place. Such a holding and ruling would not only be improper, but it would be in derogation to the principles upon which our legal system is grounded.

Finally, the Defendants' appear to argue that the Plaintiffs brought their case to gain an unfair advantage in Probate Court. Again this issue was not brought before the court pursuant to a motion to dismiss this case and there was not finding in Judge Griffith's order relating this case to any Probate Court proceeding.

PLAINTIFFS' SUIT WAS NOT FRIVOLOUS

Defendants next argue that they are entitled to an award of attorney's fees and costs because a reasonable attorney in the same circumstances would believe that the case or defense was frivolous as not reasonably founded in fact or was interposed merely for delay, or was merely brought for a purpose other than securing proper discovery, joinder of proposed parties, or adjudication of the claim or defense upon which the proceedings are based. This is not supported by the evidence presented at trial.

In order to receive attorney's fees and/or court costs as a sanction under the FCPSA, the aggrieved party must show that the party sought to be sanctioned acted `frivolously.' See, e.g., *Hanahan v. Simpson*, 326 S.C. 140, 485 S.E.2d 903 (1997). The statute relied upon by Defendants does not define the term "frivolous." Under the Restatement, "…a frivolous position one that a lawyer of ordinary competence would recognize as so lacking in merit that there is no substantial possibility that a tribunal would accept it." *Restatement (Third) of Law Governing Lawyers*, Section 110 (2000). Other jurisdictions follow this very restrictive view of the definition of "frivolous." *Fronk v. Fowler*, 456 Mass. 317, 923 N.E.2d. 23 (2003) (a claim is frivolous if there is an absence of legal or factual basis for the claim, and if the claim is without even a colorable

basis in law); *Cornett v. City of Omaha Police & Fire Retirement System*, 266 Neb. 216, 664 N.W.2d. 23 (2003) (a frivolous action is one in which a litigant asserts a legal position wholly without merit, that is, without rational argument based on law and evidence to support the litigant's position); *Savona v. Di Giorgio Corp.*, 360 N.J. Super. 55, 821 A.2d. 518 (App. Div. 2003) (a claim will be found "frivolous" only if it was commenced or maintained in bad faith, or the action was without any reasonable basis in law or equity…); *Mark S. Bounds Realty Partners Inc. v. Lawrence*, 34 So.3d. 1224 (Miss. App. 2010) (a claim is frivolous when, objectively speaking, the pleader or movant has no hope for success…); *Riston v. Butler*, 149 Ohio App. 3d. 390, 777 N.E. 2d. 857 (2002) (a claim is frivolous if it is absolutely clear that under the existing law no reasonable lawyer could argue the claims). Like the Restatement, these jurisdictions require that there be some element of bad faith or complete lack of merit under any possible scenario, before a Court will find a claim was "frivolous" so as to justify the imposition of sanctions. This is consistent with South Carolina case law decided prior to the Act which defined a frivolous pleas or allegations as those which must be impertinent, or nonsensical — trifling with the dignity of the court, and the majesty of the law; such pleas, on which no serious question of fact or law can properly arise. See, *Etiwan Fertilizer Company v. John*, 202 S.C. 29, 24 S.E.2d. 74 (1943).

In this case, Defendants cannot prevail in any argument that this case was brought without any reasonable possibility that the court would accept their claims against Defendants. Defendants cannot establish that these claims were brought without any hope of success, rational argument or an absence of legal and/or factual basis. At no time after Plaintiffs commenced their action did Plaintiff move for Summary Judgement. The matter went to a four day trial where, in addition to the Plaintiffs themselves, Plaintiffs called a number of witnesses in support of their causes of action against Defendants for both Resulting and/or Constructive Trusts as to the Clinton Convenience Store as well as the Clinton residence. This evidence came from third parties who were directly

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involved in these transactions, such as Paul Desai and Praful Patel.

In addition to presenting evidence in support of their claims, Plaintiffs also presented testimony that Plaintiffs also presented testimony that called the veracity and credibility of the Defendants and their testimony into question. While the Court's order (which is presently on appeal) recognized "conflicting evidence," the Court ultimately determined that Plaintiffs did not carry their burden of proof.

If the Defendants believed this case was frivolous and completely without merit, then a motion to dismiss this case or for summary judgement would have been appropriate. Yet, no motion for summary judgment was ever made and the case proceeded to trial. The Plaintiffs survived Defendants' Motions for Directed Verdict at the close of the Plaintiffs' case. The "worst" that can be said about the Plaintiffs' claims/case is that they tried a hard case, but ultimately lost (pending appeal). This does not constitute a "frivolous" proceeding or one that where an award of Attorney's fees and costs are justified.

THE LOSS OF A SUIT IS NOT SUFFICIENT FOR SANCTIONS

On August 28, 2020, after four days of testimony, the Court issued its Order granting Judgement for the Defendants. The Court's order reflected that despite conflicting testimony and evidence, Plaintiffs had not met their burden of proving their entitlement to a constructive or resulting trust. The Court denied Plaintiffs' Motion for Reconsideration. This matter is now on appeal in the South Carolina Court of Appeals. Regardless of the outcome of that appeal, the mere "loss" of a case does not subject the "losing" party to sanctions. As Judge Thomas Kemmerlin aptly stated, "obviously the mere loss of a case does not subject a party…to a suit by the winner for sanctions; if it did, the Court System could not function." See, *Southeastern Site Prep LLC v. Atl. Coast Builders*, 394 S.C.97, 713 S.E.2d. 650 (Ct. App. 2011). The mere fact that (at the present), Plaintiff's "lost" the above-captioned case will not support an award of costs against them

in this matter.

CONCLUSION

The Defendants have the burden of proving that this action was frivolous or was instituted in a proper purpose. The Defendants' motion for costs and attorneys fees pursuant to S.C. Code § 15-36-10 should be denied by this court.

Respectfully Submitted,

MOORE TAYLOR LAW FIRM, P.A.

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ATTORNEYS FOR PLAINTIFFS

West Columbia, South Carolina

January 6, 2021

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STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **REPLY MEMORANDUM DEFENDANTS' MOTION FOR ATTORNEYS FEES**

Defendants reply to the response submitted this date opposing the motion for attorney fees, filed in this matter on September 8, 2020. Plaintiffs clearly brought this action in bad faith, for improper motives, and sanctions are appropriate.

Preliminarily, Defendants point out that the act under which relief is sought is S.C. Code Ann. Section 15-36-10 *et seq.,* the Frivolous Civil Proceedings Sanctions Act (hereafter "the Act"). The memorandum filed this date is filed four (4) months after the motion was filed. However, Plaintiffs only had thirty (30) days after the motion is filed to respond and to oppose the motion or offer evidence in mitigation.

> A person is entitled to notice and an opportunity to respond before the imposition of sanctions under this . . . [u]pon notification, the . . . party . . . who allegedly violations subsection (A)(4) has thirty days to respond to the allegations, including . . . by offering an explanation in mitigation.

Section 15-36-10(D).

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Plaintiffs did not request an extension of time to respond to the motion. Instead, only when the assigned judge established a deadline of today did any response get filed. The response is untimely and should not be considered.

Moreover, the response makes no reference to the standards mandated for determining whether the Act has been violated, which are set forth in 15-36-10(E), none of which have anything to do with whether t a claim is "frivolous." It is clear, and undisputed, that Vidhya filed this lawsuit because Hardik would not talk to her. *See* discussion p. 7, ¶ 6 (with attachment)

As explained in Defendants' motion and accompanying exhibits, Plaintiffs clearly used the filing of this lawsuit to try to obtain relief they had unsuccessfully sought to obtain in the probate court. Moreover, after this case was filed, Plaintiff Vidya Patel filed *another* action (hereafter "the second action") against Hardik, this time accusing him of abuse of process for having criminal charges instituted against her. **Exhibit A**[1]**.**

It is interesting to note when the second action was filed. The summons and complaint in the second action were clocked in on July 11, 2019. Immediately prior to the filing, Defendants had filed a motion to expedite mediation in this case, which had been scheduled but cancelled after Mr. Moore was added as counsel of record. (Motion to Expedite Mediation filed June 4, 2019, of record). The second action was also filed the same day Defendants in this action filed a Motion to Compel because of Plaintiffs' refusal to participate in discovery in this matter[2].

---

[1] Hardik moved to transfer venue to York County, the county of his residence, and the motion was granted (no opposition was filed). A different case number therefore appears on the subsequent filings in this second action.

[2] When the motion to compel was finally brought to hearing, Plaintiffs' counsel again refused to participate in discovery, which resulted in this Court's order prohibiting Plaintiffs from introducing any evidence that had not been provided in response to discovery. (Order dated May 5, 2020). Plaintiffs counsel advised that no discovery was needed and insisted on a trial date, which was scheduled that day.

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As is clear from the final order in this case, this action litigated the allegation made by Plaintiffs that Hardik and/or Anna had facilitated the arrest of Vidhya for lottery fraud. After this Court's final order, counsel for Defendants asked opposing counsel if he would agree to dismiss the second action. He replied "no." **Exhibit B.** As a result of the refusal by Vidhya's counsel to agree to dismiss the second action, Hardik had to file for summary judgment. **Exhibit C**. The Motion for Summary Judgment was granted. **Exhibit F**[3].

Hardik has the option of seeking attorney's fees in the second action, which was clearly brought to unnecessarily complicate litigation of this matter, and to burden Defendants with additional costs. However, the battle was fought on this front, and the attorney's fees and costs incurred here. As demonstrated in detail in Defendant's motion, there was no basis whatsoever for the majority of claims asserted, and as noted by the Court's final order, Plaintiffs had the ability to obtain documents to try to prove their case, but didn't bother.

It makes no difference whether Defendants moved to dismiss this action or moved for summary judgment[4]. The factors for consideration here are set forth in the statute.

The factors that must be considered by the Court in determining the motion are set forth in Section 15-36-10(E) as follows:

> (1) The number of parties;
>
> (2) The complexity of the claims and defenses;
>
> (3) The length of time available to the ...party ...to investigate and conduct discovery for alleged violations of subsection (A)(4)[5];

---

[3] A response by Vidhya was supplied only after request of the presiding judge. **Exhibit D**. Hardik's reply is attached as **Exhibit E**. Vidhya attempted to avoid dismissal of the second action by arguing this court's decision was on appeal.

[4] Query how Defendants could have moved for summary judgment when Plaintiffs refused to participate in discovery.

[5] Section 15-36-10(A)(4) provides:

> An attorney or pro se litigant participating in a civil... action… may be sanctioned for: (a) filing a frivolous pleading... if... (ii) a reasonable attorney in the same circumstances would believe that under the facts, his claim . . was clearly not warranted under existing law... (iii) a reasonable attorney ... would believe that the procurement, initiation, continuation... of a civil case was intended merely

(4) Information disclosed or undisclosed to the... party... through discovery and adequate investigations;

(5) Previous violations of the provisions of this section;

(6) The response, if any, of the... party... to the allegations that he violated the provisions of this section; and

(7) Other factors the court considers just, equitable or appropriate under the circumstances.

Defendants' motion, which includes citation to the record and exhibits, clearly spells out the grounds for the relief sought. In addition to missing the statutory deadline (by three months) for responding to the motion, Plaintiffs have not addressed the Act or the requirements of the Act.

When the motion for attorney's fees was filed, Defendants anticipated filing an affidavit for attorney's fees and costs spelling out the individual costs and fees incurred. Instead, after sixty (60) days, and when no response from Plaintiffs was received, Defendants filed the Affidavit of Attorneys Fees on November 9, 2020.

Plaintiffs do not object to any portion of the detailed billing submitted, do not argue that the amounts incurred were not reasonable, nor do they take issue with the fact that Defendants have incurred significant attorneys' fees and costs.

Lastly, Defendants remind the Court they are not seeking an award of sanctions against Counsel. The fault for this extraordinarily long and complicated litigation lies with the Plaintiffs themselves, who made up a story and provided at least some fabricated testimony to try to prove their claims.

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to harass or injure the other party; or (iv) a reasonable attorney presented with the same circumstances would believe the pleading... is frivolous, interposed for merely delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based.

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Respectfully, Defendants reply to Plaintiffs' response and renew their request for an award of attorneys' fees and costs as set forth in the Affidavit of Attorneys' Fees.

Respectfully submitted,

s/ Desa Ballard
Desa Ballard
Harvey M. Watson III

BALLARD & WATSON
226 State Street
West Columbia, SC 29169
Telephone 803.796.9299
Facsimile 803.796.1066
desab@desaballard.com
harvey@desaballard.com

ATTORNEYS FOR DEFENDANT

January 7, 2021

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ELECTRONICALLY FILED - 2019 Jul 11 2:34 PM - LAURENS - COMMON PLEAS - CASE#2019CP3000598

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LAURENS	)	C.A. No.:
	)	
Vidhyaben R. Patel,	)	
	)	
Plaintiff,	)	
	)	**SUMMONS**
Vs.	)	
	)	
Hardik R. Patel,	)	
	)	
Defendant,	)	
	)	

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the Plaintiff's attorneys, Moore Taylor Law Firm, P.A. at their office located at 1700 Sunset Boulevard, West Columbia, South Carolina 29171, within 30 days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time set forth, judgment by default will be rendered against you for the relief demanded in the Complaint.

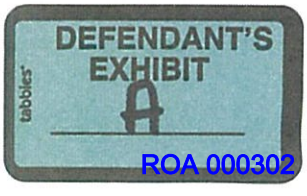
MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore

S. Jahue Moore (SC Bar #4063)
Post Office Box 5709
West Columbia, South Carolina 29171
Phone: (803) 796-9160
Fax: (803) 791-8410
jake@mttlaw.com

Attorney for Plaintiff

July 11, 2019



STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	
	)	
Vidhyaben R. Patel,	)	C.A. No.:
	)	
Plaintiff,	)	**COMPLAINT**
	)	
vs.	)	**(Jury Trial Demanded)**
	)	
	)	
Hardik R. Patel,	)	
	)	
Defendant.	)	
	)	

Plaintiff above-named complaining of the Defendant herein alleges:

FOR A FIRST CAUSE OF ACTION

1. The Plaintiff is a citizen and resident of Laurens County, South Carolina.
2. The Defendant is a citizen and resident of York County, South Carolina.
3. The facts and circumstances complained of herein all occurred in Laurens County, South Carolina.
4. This court has jurisdiction over the parties and the subject matter of this lawsuit.
5. The Defendant is the Plaintiff's son.
6. The Plaintiff and her late husband owned several properties in Laurens County, South Carolina, including a home and a convenience store.
7. Following the Plaintiff's husband's death, the Defendant claimed ownership of the home and the convenience store.
8. In February 2019, the Plaintiff filed a lawsuit against the Defendant and others, seeking to declare the Plaintiff's interests in the properties.
9. In April 2019, the Defendant reported to law enforcement that the Plaintiff had stolen lottery tickets from the convenience store and fraudulently benefitted from the winnings of said lottery tickets.
10. Subsequently, the Plaintiff was arrested for alleged Lottery Fraud in Laurens County, South

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Carolina.

11. The Defendant engaged in a willful act in the use of criminal process to have the Plaintiff arrested.
12. The Defendant's use of the criminal process was not in the regular conduct of legal proceedings.
13. The Defendant's acts were for the ulterior motive of leveraging the civil lawsuit previously filed by the Plaintiff.
14. As a direct and proximate result of the Defendant's unlawful actions, the Plaintiff has suffered emotional distress; shock; costs and fees to defend herself; and has been otherwise damaged all to her actual and punitive damage.
15. As a direct and proximate result of the Defendant's abuse of process, the Plaintiff is entitled to actual and punitive damages.

WHEREFORE, having fully complained of the Defendant, the Plaintiff prays for judgment against the Defendant for actual and punitive damages, reasonable attorney's fees, costs and expenses associated with having to litigate this cause of action, and for such other and further relief as this Court might deem just and proper.

MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore

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Attorney for Plaintiff
July 11, 2019

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ELECTRONICALLY FILED - 2021 Jan 07 9:54 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

From: Jake Moore
To: Desa Ballard
Subject: RE: Dismissal with prejudice
Date: Tuesday, September 22, 2020 12:08:41 PM

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no

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Tuesday, September 22, 2020 11:41 AM
To: Jake Moore <jake@mttlaw.com>; Samuel M. Price, Jr., Esquire (rshealy517@hotmail.com) <rshealy517@hotmail.com>
Cc: Beth Cogan <Beth@desaballard.com>
Subject: Dismissal with prejudice

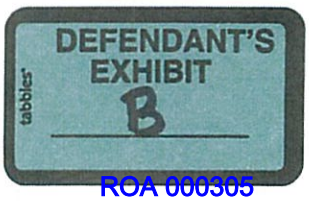
This relates to the York county matter. Do I have your consent to sign and efile this?

Thanks

db

Moore Taylor Law Firm, P.A.
1700 Sunset Blvd.
Post Office Box 5709
West Columbia, SC 29171
Phone: 803-796-9160
Fax: 803-791-8410

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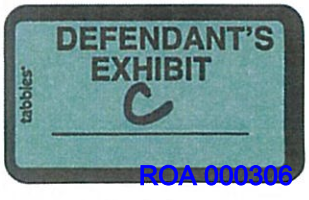
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	Case No. 2019-CP-46-03009
	)	
Vidhyaben R. Patel,	)	
	)	
Plaintiff,	)	**MOTION FOR SUMMARY JUDGMENT**
	)	
Hardik R. Patel,	)	
	)	
Defendant.	)	
	)	

Pursuant to Rule 56(b), Defendant Hardik Patel (hereafter "Hardik") moves for summary judgment on all causes of action asserted against him in this matter. In support of his motion, Hardik will show that all material factual issues presented in this action that were raised by Plaintiff's claims have already been adjudicated in Hardik's favor via a final order in a separate matter (*Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140). The trial court is asked to take judicial notice of the proceedings in the prior case.

Hardik is also informed and believes that issues he raised by way of counterclaim in this matter have likewise also been fully adjudicated and decided as part of that separate matter. Accordingly, and provided summary judgment as requested herein is granted, Hardik agrees to voluntarily dismiss his counterclaims, thereby concluding this action in full.

DISCUSSION

Plaintiff Vidhyaben R. Patel (hereafter "Vidhya" is the mother of Defendant Hardik. Plaintiff filed suit in her individual capacity against Hardik and others in Laurens County in February, 2019. That action (*Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140) will be referred to as the "Original Lawsuit." That Original Lawsuit was tried non-jury to a final order, which is attached as **Exhibit A**. Rehearing was denied by order dated October 19, 2020.



The substantive claim asserted by Plaintiff in this captioned matter, *i.e.* Vidhya's claim that Hardik filed criminal charges against her, was specifically addressed and contested during trial in the Original Lawsuit, with the facts and claim ultimately adjudicated in favor of Hardik in that action.

Issue preclusion prohibits Vidhya from attempting to relitigate, in this action, issues that were litigated and finally decided in the prior action. *Sims v. Amisub of South Carolina Inc.*, 408 S.C. 202, 758 S.E.2d 187 (Ct.App. 2014).

> Under the doctrine of collateral estoppel, once a final judgment on the merits has been reached in a prior claim, the relitigation of those issues actually and necessarily litigated and determined in the first suit are precluded[316 S.C. 496] as to the parties and their privies in any subsequent action based upon a different claim. *Richburg v. Baughman*, 290 S.C. 431, 351 S.E.2d 164 (1986)

Roberts v. Recovery Bureau, Inc., 316 S.C. 492, 450 S.E.2d 616, 619 (S.C. App. 1994). *See also Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009).

At trial in the separate matter, there was considerable testimony from Plaintiffs which attempted to prove that Hardik and/or his wife had filed criminal charges against Vidhya in an attempt to gain leverage over Vidhya in the then-pending civil matter. Circuit Court Judge Eugene Griffith ruled:

> Neither Hardik nor Anna requested, arranged, or facilitated the arrest; in fact they knew nothing about it until after it had occurred. Someone called Anna after hearing a news report about the arrest.

Exhibit A, p. 23, ¶ 94[1].

[1] At trial, Darshak testified that Hardik "got her arrested on breach of trust, some fraud charges." (Tr. P. 257, lines 8-10).

ROA 000307

It is clear that Vidhya litigated the issues regarding her arrest and the basis for it during the litigation in Laurens, and those issues were fully explored and decided in that action. Any claim Vidhya may have had in connection with the arrest was required to be litigated as a part of the claim in the Laurens matter. *Gathings v. Robertson Brokerage Company Inc.*, 295 S.C. 112, 367 S.E.2d 423 (Ct.App. 1988).

As a result of the separate litigation, which is final, Hardik is entitled to summary judgment in his favor as a matter of law, because separate litigation of the abuse of process claim here is barred by judgment in the separate case. *Zinn v. CFI Sales & Marketing Ltd.*, 415 S.C. 93, 780 S.E.2d 611 (Ct.App. 2015) ("*Res judicata* bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties. . . under the doctrine of *res judicata* 'a litigant is barring any issues which were adjudicated in the former suit and any issues that might have been raised in the former suit. . .'" (citations omitted).

The party seeking summary judgment "has the initial responsibility of demonstrating the absence of a genuine issue of materials fact." *Lord v. D & J Enterprises Inc.*, 407 S.C. 544, 757 S.E.2d 695 (2014). "The court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *Id.* As demonstrated, all issues between these parties were litigated in the Laurens county action, or should have been. Collateral estoppel prevents relitigation of issues that were or could have been litigated in that action.

Counsel for Hardik attempted to obtain opposing counsel's consent to the relief sought herein, but opposing counsel refused to agree to dismissal of this claim. **Exhibit B.**

Wherefore, Hardik moves for summary judgment dismissing this action against him with prejudice.

Respectfully submitted,

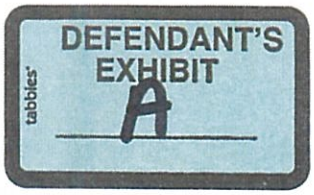
s/ Desa Ballard
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ATTORNEYS FOR DEFENDANT

October 30, 2020

ROA 000309



ELECTRONICALLY FILED - 2020 Aug 28 11:49 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **ORDER** **(Non-jury trial held February 6-7 and June 16-17, 2020)**

This case was tried non-jury on the dates set forth above. After hearing a significant volume of testimony and reviewing numerous exhibits from all parties, the Court issues this order disposing of the issues in full. It is organized into sections for organizational and ease of reference purposes.

SECTION I - PARTIES

1. Plaintiff, Vidhyaben R. Patel (hereafter "Vidhya"), is the widow of Rameshchandra Prabhudas Patel (hereafter "Ramesh") who died unexpectedly at age 63 on June 29, 2017. (Petition for Appointment, Laurens County Probate Court dated January 15, 2018, Case No. 2018-ES-30-00084).

2. Plaintiff Darshak Kumar Patel (hereafter "Darshak") is the younger son of Vidhya and Ramesh. *Id.* Vidhya and Darshak are referred to herein collectively as "Plaintiffs."

3. Plaintiffs Vidhya and Darshak have sued in two capacities: individually and in their capacities as co-personal representatives of the Estate of Ramesh.

ROA 000310

4. Defendant Hardik R. Patel (hereafter "Hardik") is the oldest son of Vidhya and Ramesh and is married to Defendant Anal H. Patel (hereafter "Anna"). Hardik owns a house in Clinton that is the subject of the Plaintiff's claim.

5. Anna is the owner of record of AAHARVID, LLC, which owns real estate and operated a convenience store in Clinton, SC.[1] Title is recorded at Book D1070, Page 120-123, Laurens County ROD. Hardik, Anna and AAHARVID, LLC are referred to collectively herein as "Defendants."

SECTION II – CLAIMS AND COUNTERCLAIMS

Complaint

The complaint by Plaintiffs seeks a finding that one-half of certain assets owned by Defendants Hardik and Anna are owned by the Estate of Ramesh and equitable relief imposing a trust over certain assets. Per Paragraph 9 of the Complaint[2], the property sought is:

(a) A one-half interest in the residence located at 18397 Highway 72 E, Clinton

(b) A one-half interest in the real estate located at 19278 Highway 72 E, Clinton and all "inventory, personal property, bank accounts, and other assets of the business…"

(c) A one-half interest in of AAHARVID, LLC and all assets of the company.

[1] The convenience store has operated under a new name since January 1, 2019. Defendants sought legal counsel from attorney Thomas Jeter after the October – December, 2018 events which led to the estrangement of the parties.

[2] Numerous paragraphs in the complaint (39, 42, 45, 48, 51, 58) seem to seek the entire interest in the identified assets, but Paragraph 9 of the complaint is clear that only one-half of assets in issue are the subject of the claims by Vidhya and Darshak. In addition, the prayer confirms the assets over which a trust is prayed for is only a one-half interest in each asset. Paragraph 1 does not specify whether the complaint seeks one-half or the entire interest in the house; Paragraphs 2, 3, 4, 5, 6, refer "for the benefit of the Plaintiffs" which has to be only one-half interest, because Darshak has no individual claims against the Defendants and he could only be seeking relief in his capacity as co-personal representative of the estate of Ramesh.

Counterclaim and Entry of Default

Defendants' Answer asserted counterclaims for declaratory relief regarding ownership of both the house and the convenience store, conversion, and breach of fiduciary duty. Plaintiffs did not timely file a reply, and an Affidavit of Default was submitted with a Motion for Entry of Default and a proposed Order of Judgment on May 24, 2019. An order of default was entered against Plaintiffs dated May 28, 2019. No subsequent motion to set aside that default has been filed and trial counsel for Plaintiffs admitted at the resumed trial in June that he was unaware of the default.[3]

Prior to presentation of Defendant's case,[4] defense counsel argued that the entry of default admitted the factual allegations set forth in the counterclaims, making it unnecessary to present testimony in defense of Plaintiffs' claims. The Court took the motion under advisement to address in the final order, and Defendants' case was presented subject to a reservation of rights. The default is addressed below.

Plaintiffs' Case

At the conclusion of the Plaintiffs' case, I dismissed the Plaintiffs' first cause of action for express trust and the sixth cause of action for breach of fiduciary duty. The seventh cause of action, for unjust enrichment, was determined to be a remedial mechanism for the remaining trust claims and not an independent claim. Plaintiffs' counsel withdrew the eighth cause of action for

[3] Plaintiff's counsel argued generally at the resumed trial in June that default should be set aside but offered no explanation for why the default had occurred, nor any assertion of the existence of any good cause to set it aside. See Rule 55(b). Additionally, no motion to set aside the entry of default has been filed since trial concluded.

[4] Prior to the conclusion of Plaintiffs' case, two defense witnesses were taken out of order to accommodate their schedules, but the Defendants reserved all rights regarding motions made at the conclusion of Plaintiffs' case notwithstanding the presentation of evidence out of order.

ROA 000312

fraud. The case proceeded to trial only on the claims for constructive and resulting trusts as to the house and the convenience store.

The following findings of fact are based on a detailed review of the exhibits, my deliberate and careful review of the testimony as well as the credibility of the witnesses and the weight of the testimony. I carefully observed each witness, and I noticed such things as their tone of voice, gesture, hesitation or readiness to answer questions, their sincerity and mannerisms, as well as their biases and alliances, all of which assisted in my evaluation of the credibility of each witness.

The claims for constructive trust and resulting trust require the Plaintiff to establish the facts by clear and convincing evidence. "It is well settled in this state that the facts from which the court would infer a resulting trust may be established by parol testimony, but it is also settled that such testimony, to warrant such inference, must be clear and convincing." *All v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741 (1942). To establish a "resulting trust against one holding the legal title, the evidence must be clear and convincing." *Id.* Similarly, proof required to establish a constructive trust must be "clear, satisfactory, convincing, full, free, received with great caution, definite, unequivocal, precise, decisive, indubitable, overwhelming, strong, unmistakable, capable of but one conclusion, a greater weight than a mere preponderance." *Id.* at 751.

As part of the findings of fact, the Court has recognized the rule that the failure to produce evidence that is available to a party or is within a party's custody or control will support an inference that the evidence, if produced or presented at the trial, would be negative to the position advanced by that party. *Stokes v. Spartanburg Regional Medical Center*, 368 S.C. 515, 629 S.E.2d 675 (Ct. App. 2006), (citing *Baker v. Weaver*, 279 S.C. 479, 309 S.E.2d 770 (Ct. App. 1983)). The fact finder is permitted to determine whether the failure to produce relevant documents warrants the application of the inference. The inference cannot be used as evidence of a fact "otherwise

unproved. The inference has the effect only of authorizing [the factfinder] to give greater weight to the evidence of the adverse party, or to give less weight to the evidence of the party who has failed to present the evidence." *Id.*, *citing Collins v. Merrimack Mutual Fire Insurance Co.*, 210 S.C. 207, 42 S.E.2d 67 (1947).

SECTION III – FINDINGS OF FACT

Applying the relevant standard for review of the evidence and credibility of witnesses and considering the burden of proof as clear and convincing, the Court makes the following findings of fact:[5]

6. Ramesh Patel died unexpectedly in June, 2017. (Feb. Tr. p. 37, lines 11-12).

7. He was survived by his widow Vidhya, and two adult sons, Hardik and Darshak.

8. Anna and Hardik were married in the United States in 2005 and traveled to India for a traditional Indian ceremony in 2008. The cost of the wedding in India was paid, at least in part, by Ramesh and Vidhya.

9. A home in Clinton was purchased in 2009 and titled in Hardik's name. Plaintiffs assert that a constructive and/or resulting trust should be established over the home, in whole or in part.

10. A convenience store in Clinton was leased in 2007 and then purchased in 2012 by a limited liability corporation owned exclusively by Anna. Plaintiffs assert that a constructive and/or resulting trust should be established over the convenience store, in whole or in part.

[5] Findings of fact necessarily include some application of the law to the facts to determine what facts have been established under the applicable burden of proof. To the extent the findings of fact set forth here include the application of law to fact, these findings should be considered findings of law and of fact.

ROA 000314

2007 Lease of the Store

11. In 2007, Anna and Hardik filed appropriate documentation with the South Carolina Secretary of State to create AAHARVID, LLC. (June Tr. p. 308, lines 22-24). They personally visited the Secretary of State's office in Columbia to file the articles of incorporation, listing Anna as the sole incorporator. (June Tr. p. 308, line 25-p. 309, line 17; Defendant's Exhibit 10). Neither Ramesh nor Vidhya were involved in establishing the LLC.

12. Anna testified the LLC was named as a combination of Anna's (AA), Hardik's (HAR), and Vidhya's (VID) names. (Feb. Tr. p. 43, lines 6-24; p. 44, lines 8-9). Vidhya had a different explanation for how the LLC name was derived. (Feb. Tr. p. 126, lines 4-12).

13. In 2007, AAHARVID LLC entered into a lease for a convenience store located in Clinton that was owned by P & P Investment. (Feb. Tr. p. 44, lines 10- 14; Defendant's Exhibit 12). Anna signed the lease on behalf of AAHARVID, LLC. (Defendant's Exhibit 12). She also signed the promissory note dated August 3, 2007 which amortized the monthly payments for the lease payment. (Defendant's Exhibit 13).

14. P & P Investments is a company owned by Prakash Patel and Pallev Desai. (Feb. Tr. p. 44, lines 13-16).

15. Prakash Patel introduced the concept of leasing and purchasing the convenience store to Hardik. (June Tr. p. 155, lines 11-20; p. 165, line 7 – p. 166, line 4; p. 167, lines 9 – p. 169, lines 21). Both Hardik and Anna visited the store before AAHARVID, LLC leased the store. (June Tr. p. 306, lines 4-19).

16. One of the principals of P & P Investments, Pallav Desai, negotiated the terms of lease of the convenience store with Ramesh. (Feb. Tr. p. 83, lines 7-9 and 16-17; p. 84, lines 18-20; p.

84, line 22 – p. 87, line 23; p. 88, lines 18 – p. 89, line 4). Mr. Desai said he sold the Newberry hotel to Ramesh and Vidhya Patel, Prakash Patel and Praful Patel in 2006. (Feb. Tr. p. 80, lines 2-25).

17. Mr. Desai personally got no money from the lease but believed his partner Prakash Patel received a note in some amount of money for "good will and inventory." (Feb. Tr. p. 86, lines 6-25). Mr. Desai believed the note was to be paid by Ramesh. (Feb. Tr. p. 87, line 17 – p. 88, line 1). Mr. Desai was uncertain of the amount of the note or the financial arrangements his partner Prakash Patel made for payment of the note. (Feb. Tr. p. 86, lines 12-14).

18. The other member of P & P Enterprises, Prakash Patel, who would have had first-hand knowledge of payment arrangements with Ramesh, did not testify at trial. Hardik and Anna dealt with Prakash directly and provided the details of the financial arrangements between them. (June Tr. p. 166, line 23 – p.167, line 12; p. 306, lines 9 – p. 307, line 10; p. 311, line 7 – p. 312, line 1).

19. Anna used personal funds to pay for the appraisal from which the lease amount was determined. (Defendant's Exhibit 11). Anna, as the principal of AAHARVID LLC, paid the lease payments monthly from the earnings of the convenience store. (June Tr. p. 317, lines 14-19). The lease payments were paid consistent with the terms of the lease. (June Tr. p. 210, line 22 – p. 211, line 5).

20. Mr. Desai said his company signed the lease with AAHARVID, LLC rather than Ramesh "[b]ecause of our safety." (Feb. Tr. p. 95, lines 2-6). Mr. Desai preferred to lease to a green card holder who is a "legal member of the United States instead of [leasing to] other people." (Feb. Tr. p. 96, lines 5-8). Mr. Desai claimed he did not meet Anna until 2012.

21. Anna confirmed the lease price set forth in the promissory note of $124,113.69 took into account the existing goodwill of the store established from prior operation of the store, as well as inventory. (Feb. Tr. p. 46, lines 18 – p. 47, line 3; p. 86, lines 22-25; June Tr. p. 312, line 15-p. 313, line 4; *See also* Defendant's Exhibit 12, providing for monthly rental payments and Defendant's Exhibit 13, promissory note for $124,113.69). Anna paid the lease payments evidenced in the promissory note from the proceeds of the store operations. (Feb. Tr. p. 47, lines 13-18; June Tr. p. 170, lines 18 - 25).

22. Anna was and is the sole owner of AAHARVID, LLC. Her K-1 for 2007, the year the company was created, reflects her ownership interest in AAHARVID, LLC as 100%. (Defendant's Exhibit 2, p. 2[6]). Anna's name is the only name on the articles of incorporation for AAHARVID, LLC. (Defendant's Exhibit 10).

23. The alcohol sales license for the store was obtained by Anna. She also arranged for the convenience store to become a retail outlet with the South Carolina Lottery Commission. (Feb. Tr. p. 179, line 8 – p. 180, line 9; June Tr. p. 310, line 3 – p. 311, line 3).

24. After the store was leased, Vidya worked at the store as an employee. Anna and Hardik also worked on weekends and when their schedules would permit. (June Tr. p. 57, line 2 – p. 58, line 20; Defendant's Exhibit 20).

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[6] Plaintiffs introduced selected pages from Anna's 2007 tax return in their case (Plaintiff's Exhibit 1), but as pointed out at the time, the exhibit was not complete. (Tr. p. 77, lines 19-25). Specifically, Plaintiffs omitted the K-1 which proved Anna's 100% ownership of AAHARVID LLC, which Defendants introduced as their Exhibit 2. Plaintiff's counsel also stated that the selected pages from Anna's 2007 tax return had been "provided through discovery." Tr. p. 76, lines 16-17. As noted, however, Plaintiffs produced very few documents in discovery and specifically did not produce any tax returns, including the partial copy of Anna's 2007 tax returns. (Motion to Compel dated 7.11.2019 #11). There was no explanation for how Plaintiffs managed to have Anna's personal tax return.

25. Ramesh did not work at the store initially, as he was then working at a hotel in Newberry owned by a corporation named Shree Shree Hari Inc. According to Praful Patel[7], at one time Ramesh had a 40% ownership interest in the Newberry hotel, but in 2006 or 2007 he transferred his interest in the hotel to Anna. (Feb. Tr. p. 206, line 21 – p. 207, line 10). Anna transferred half of her 40% interest to Hardik. (June Tr. p. 174, lines 3-15; Exhibit No. 32).

26. In 2013, Hardik and Anna surrendered their combined 40% ownership interest in Shree Shree Hari Inc. to Prakash Patel to satisfy "differences of accounting and amounts established" by a 2012 agreement between Prakash and Ramesh. (Defendant's Exhibit 32). The 2013 agreement, to which Hardik, Anna, Ramesh and Prakash were signatories, also served as a written satisfaction of Anna's promissory note to P&P Enterprises that was executed on August 3, 2007. *Id.*

27. The Newberry hotel transaction, whereby Ramesh owned a percentage of a corporate entity, predates the lease of the convenience store. This transaction demonstrates the ability and willingness of Ramesh to own property interests in his personal name, contrary to the position now advanced by Vidhya and Darshak, *i.e.,* that neither the store nor the house could be put in Ramesh's name because of Ramesh's immigration status at the time of acquisition of the store and house.

28. The surrender by Hardik and Anna of their interest in Shree Shree Hari Inc. occurred in 2013, a full year after the purchase of the store, six years after the initial lease of the store and two years after the lease note was paid in full.

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7 Praful Patel did not identify his business or interest in the matter, he simply said he knew the family.

29. There is insufficient evidence to conclude that Ramesh received any funds from the sale of the Newberry hotel or that his interest in the Newberry hotel was somehow converted to a legal or equitable ownership in the convenience store.

2012 Purchase of the Store

30. Prior to Hardik and Anna surrendering their interest in Shree Shree Hari Inc. to Prakash Patel, AAHARVID, LLC purchased the convenience store in Clinton from P & P Investments for $475,000.00 in 2012. (Feb. Tr p. 50, lines 24-25).

31. In 2012, Ramesh negotiated the price for AAHARVID LLC for the purchase of the convenience store.[8]

32. Anna took out a loan in 2012 from BB&T in the name of AAHARVID, LLC to purchase the store from P&P Enterprises. (Defendant's Exhibit No. 22). AAHARVID, LLC borrowed $385,000.00 from BB&T to purchase the convenience store. (Feb. Tr. p. 52, line 3). Both Anna and Hardik personally guaranteed the loan. (Defendant's Exhibits No. 23 and 24). *See also* Defendant's Exhibit 32, confirming the loan to AAHARVID, LLC for purchase of "BP station" in Clinton signed by Anna.

33. Because she trusted Ramesh and she was living out of state at time of the 2012 purchase of the convenience store, Anna executed a limited power of attorney to enable Ramesh to sign the BB&T loan documents for AAHARVID LLC. (Feb. Tr. p. 49, line 20 – p. 50, line 17; Defendant's Ex. 26, 27, and 28). Ramesh used the limited power of attorney to sign the

[8] The sale of the store was a two-part sale, with the portion from 2007-2012 being a lease, with an outright purchase in 2012. (June Tr. p. 171, line 22- p. 172, line 7.).

promissory note to BB&T for the loan taken out by AAHARVID, LLC. (Defendant's Exhibit 52).

34. The limited power of attorney reflects that Ramesh was acting on Anna's behalf (as principal of AAHARVID, LLC) when he signed the promissory note. *Id.*

35. The store and real estate were titled to AAHARVID LLC, which is owned by Anna, in 2012. (Defendant's Exhibit 2 and Exhibit 28).

36. At approximately the same time, Ramesh and Prakash Patel executed an agreement under the terms of which Ramesh would manage the Newberry hotel. (Defendant's Exhibit 29).

37. When this lawsuit was filed in 2019, AAHARVID, LLC still owed approximately $250,000.00 on the balance of the mortgage to BB&T for the purchase of the store. (Defendant's Exhibit 42).

38. Mr. Desai said that the down payment for the convenience store purchase in 2012 was paid by Ramesh. (Feb. Tr. p. 101 lines 14-18). However, a 2012 letter from Mr. Desai "to whom it may concern" said that the sale of the store was to AAHARVID LLC and $90,950 had been "accepted toward the purchase price" while not specifying who paid the referenced funds. (Defendant's Exhibit 21).

39. The HUD settlement statement executed at the time of the sale in 2012 reflects "deposit or earnest money" in the amount of $90,950. It does not indicate the payor as either the LLC purchaser or otherwise. The down payment facilitated the BB&T loan to AAHARVID, LLC of $385,000.00, which was guaranteed by Anna and Hardik, personally. (Defendant's Exhibit 26).

40. Mr. Desai, co-owner of P&P Enterprises, assisted in obtaining the financing from BB&T for the sale. (Feb. Tr. p. 96, lines 10-19). The bank would not give a loan to Ramesh. (Feb. Tr. p. 98, lines 5-24; p. 100, line 9-11; p. 101, lines 4-9). Mr. Desai claims an intention to "skirt the U.S. Immigration laws" because he wanted the store to be sold to Ramesh, but he had to use Anna as a "straw person" because a transfer to Ramesh would not have been legal. (Feb. Tr. p. 103, lines 17-22).

41. Vidhya said she and Ramesh did not have the proper immigration status in 2007 at the time the store was leased or in 2012 so they could not own the store in their own name, so the store was put in Anna's name. (Feb. Tr. p. 173, lines 17 – p. 175, line 4, lines 23-25; p. 175, lines 13 – p. 176, line 4). However, Vidhya acknowledged that Ramesh had owned interests in other businesses in his own name both before and after the store was leased and purchased, most particularly the Newberry hotel. (Feb. Tr. p. 180, line 10 – p. 181, line 14). Specifically, Mr. Desai said that the Newberry hotel interest was sold to Ramesh in 2006. (Feb. Tr. p. 80, lines 17-25).

42. There is no credible evidence that Ramesh invested any sale proceeds from the Newberry hotel or from any other source into the convenience store, either while it was leased or when purchased by AAHARVID LLC.

43. To the extent it is relevant, it appears that any interest Ramesh may have had in the Newberry hotel was forfeited in 2013 based on an agreement between Prakash Patel and Ramesh. (Feb. Tr. p. 212, lines 8 – 25; Defendant's Exhibits No. 29 and 32).

44. There was conflicting testimony and evidence that the store was leased or purchased in a manner that it would be "owned" by Ramesh or Vidhya but not titled in either of their names.

45. The records and evidence establish by clear and convincing evidence that Anna and Hardik used the income generated from the store to pay the lease obligation of AAHARVID, LLC from 2007, and to pay the note/mortgage obligation on the store of AAHARVID, LLC (as personally guaranteed by Anna and Hardik) that was taken out in 2012 to purchase the store and real estate.

46. Darshak testified that neither Hardik nor Anna had anything to do with the store in Clinton until after Ramesh died. (Feb. Tr. p. 237, lies 22-25). No other witness, even Vidhya, supported this version of events. Darshak's dislike of Hardik was apparent and his credibility suffered as a result of his obvious animus toward Hardik. (Feb. Tr. p. 240, lines 22-23).

47. Vidhya and Ramesh obtained their green cards in 2013. (Feb. Tr. p. 114, line 18 – p. 115, line 5; p. 136, lines 15-17; p. 190, lines 7 – 15).

48. Both Ramesh and Vidhya were employees of the store and were paid salaries by AAHARVID, LLC when they worked. Vidhya denied receiving a salary for working at the store, but she identified her W-2s from AAHARVID, LLC. (Feb. Tr. p. 163, line 5 – p. 167, line 3). She conceded she had no personal knowledge of the family finances and testified that Ramesh handled all the family finances and taxes. (Feb. Tr. p. 162, line 24 – p. 163, line 4; p. 167, line 9).

49. While working as an employee of the convenience store, Vidhya filed for and received workers' compensation benefits for an on-the-job injury. After her employment was terminated, she filed for and collected unemployment benefits. (Feb. Tr. p. 168, lines 7 – p. 170, line 4; Defendant's Exhibit 32 (unemployment); Defendant's Exhibit 30 (worker's compensation claim)). The worker's compensation policy provided coverage for employees of the store did not provide coverage for owners. (June Tr. p. 332, line 20 – p. 333, line 2).

50. In 2016, Vidhya also represented to immigration officials that she was an employee of the convenience store. (Feb. Tr. p. 170, line 16 – p. 172, lines 1-15; Defendant's Exhibit 2). Vidhya did not recognize the documents or recall the interaction with immigration officials but she confirmed her signature on the document. *Id.*

51. Vidhya testified that she and Ramesh paid for repairs that were made to the convenience store, although the testimony is not clear as to whether this was while the store was leased or after 2012 purchase. (Feb. Tr. p. 131, line 19 – p. 133, line 4; p. 134, lines 11-12). Vidhya produced no documentation of any kind evidencing payments allegedly made by herself and Ramesh in connection with the convenience store during either period.

52. Vidhya's testimony that she and Ramesh had paid for virtually everything related to the home and convenience store was not supported by personal knowledge or documentation, or even recollection of matters she was shown to have signed. She acknowledged that Ramesh had handled all of the finances and taxes for her. (Feb. Tr. p. 162, line 21 – p. 163, line 4; p. 167, line 9). She lacked any meaningful knowledge of Ramesh's, the family's, or the store's financial affairs.

53. The testimony of all witnesses regarding income and expenses, when considered together, seems to be consistent in that all expenses for store and home were paid with monies and revenue from the store accounts.

54. Vidhya's lack of documentation was attributed in part to a period after the death of Ramesh in 2017. Vidhya expected Hardik, as the oldest son, to travel with her to India to dispose of Ramesh's ashes in 2018. However, Hardik's work would not permit him to take the time off, so Darshak traveled to India with his mother for that purpose. (Feb. Tr. p. 152, lines 16-25; p. 153, lines 12-17).

55. Vidhya and Darshak claim some set of non-specified documents disappeared from the Clinton home and the convenience store during their trip to India. (Feb. Tr. p. 155, lines 16-22; Tr. p. 272, lines 19-23). She attributes the missing documents to Hardik and Anna, but there is no evidence that supports that assertion. Hardik and Anna denied taking any of Vidhya's property from the house. (June Tr. p. 71, lines 2-9)

56. None of the exhibits introduced by Defendants at trial support Vidhya's testimony that she and Ramesh paid for the house or the convenience store.

57. Vidhya and Darshak, as personal representatives of Ramesh's estate, had the ability and authority to obtain any banking documents or other documentary evidence reflecting Ramesh and/or Vidhya's alleged financial contribution(s) to either the convenience store and/or the Clinton house. Even so, no such documents were produced[9].

2009 Purchase of Clinton House

58. The evidence establishes that Hardik is the one who contracted to and purchased the Clinton house in 2009. (Defendant's Exhibit 14). Neither Ramesh nor Vidhya ever asked Hardik to convey the house in Clinton to them. (Answer and Counterclaim p. 11, ¶ 14-16)

59. Vidhya testified the house purchased by Hardik in Clinton was located by Hardik and Ramesh. (Feb. Tr. p. 137, lines 20 – 23). She recalled that the house was purchased from a

[9] In discovery, Plaintiffs said they intended to show payments made by Ramesh and Vidhya for the store and the house from an account with an account number ending in 9955. (Motion to Compel, p. 5, Response 5). However, the only bank statements introduced were for 2016 and 2017, long after the transactions would have occurred and the payments would have been made. (Plaintiff's Exhibit 2). There is no explanation for the absence of the bank statements for the account ending in 9955 for the relevant time period, which were identified as being supportive of Plaintiffs' case, but not produced. The absence of the bank statements for the relevant time period supports an inference that the bank statements, if produced, would not have supported Plaintiffs' testimony. Significantly, the bank statements that were produced for account ending in 9955 show large cash deposits and transfers from other accounts in round numbers during the period of 2016 and 2017, but there is no testimony as to the source of the multiple cash deposits or the money transfers. It is apparent Plaintiffs did not introduce bank statements which reflect the entire financial position of Ramesh and Vidhya for any time period.

bank, and that she and Ramesh paid the purchase price of $38,000 or $39,000, some of which was borrowed from relatives. (Feb. Tr. p. 138, line 21 – p. 139, line 3). She had no knowledge of a mortgage on the home.[10] (Feb. Tr. p. 139, lines 16-18). She denied that Hardik or Anna had paid any of the portion of the purchase price for the house. (Feb. Tr. p. 139, lines 19-22).

60. Darshak testified that he was living with his parents at the house "that is in question" in 2007. (Feb. Tr. p. 233, lines 22-25). However, the house in question was not purchased until 2009. He later clarified and said he helped work on the home after it was purchased in the summer of 2009. (Feb. Tr. p. 234, lines 17-19).

61. One of the realtors who was involved in the sale of the Clinton house, Champa Patel, was a friend of Vidhya's from India. They grew up together. (Feb. Tr. p. 222, line 16 – 24). The house was in foreclosure and was listed by a realty company with which Champa was not affiliated. (Feb. Tr. p. 229, lines 12-25; Feb. Tr. p. 229, lines 8-13). Ramesh called Champa to bring her into the sale of the home, and she therefore was paid a sales commission. (Feb. Tr. p. 224, lines 11-15; p. 229, lines 8-13).

62. Champa testified her husband loaned some money to Ramesh for the purchase of the house, and that Vidhya and Ramesh paid for the house. (Feb. Tr. p. 224, lines 16 – 22). Champa also said Hardik invested no money in the house. (Feb. Tr. p. 226, lines 16-20). Champa also testified the purchase was an all-cash purchase. (Feb. Tr. p. 231, lines 1-5).

[10] While Vidhya denied knowing anything about a mortgage on the house, she answered "yes" when asked if she and Ramesh "made the payments on the house" which would be inconsistent with the absence of debt on the property. (Tr. p. 141, lines 17-18).

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63. Hardik wired $2,500 to the closing attorney from his personal Wachovia account, after initially writing a check that was not negotiated. (Defendant's Exhibits No. 7 and 15; June Tr. p. 179, lines 1-25).

64. Hardik also brought certified funds of $6,573.57 to closing, again using his own personal funds. (Defendant's Exhibit 17). The HUD settlement statement confirms that the purchaser, Hardik, paid $6,573.57 at the time of closing on the house. (Defendant's Exhibit 17).

65. The settlement statement also reflects that Hardik took out a loan from BB&T for the balance of the purchase price for the home. (Defendant's Exhibit 17). Hardik borrowed $31,600.00 to purchase the home, giving BB&T a note and security agreement for the loan. (Defendant's Exhibit 18).

66. Champa's testimony, therefore, is directly contradicted by the purchase, sale and loan documents produced at trial, which reflect the deposit from Hardik, down payment from Hardik's personal funds, and loan from BB&T taken out in Hardik's name to pay the purchase price of the home. Vidhya's testimony, therefore, is also directly contradicted by the purchase, sale and loan documents produced at trial.

67. The security agreement should have been paid off after five years, as the note was a sixty month term.

68. Champa further said the house was put in Hardik's name because "they had immigration issue… Ramesh." (Feb. Tr. p. 224, line 23 – p. 225, line 11; p. 229, lines 14-19). Champa said as a licensed realtor, she was subject to a code of ethics and she would not have participated in a fraudulent HUD (Feb. Tr. p. 227, lines 16-25). She said she got permission from her broker-in-charge to participate in the claimed deceptive titling the house in Hardik's

name as a ruse to skirt immigration issues. (Feb. Tr. p. 229, line 20 – p. 230, line 10). Champa admitted she "wouldn't know, those rules" and was unable to comment on the legality of the titling charade she was describing. (Feb. Tr. p. 230, lines 13-25).

69. After the purchase of the home, Hardik and Anna moved into and took the master bedroom, while Ramesh and Vidhya had the second bedroom. (Feb. Tr. p. 140, lines 20-24; June Tr. p. 184, line 17 – p. 185, line 3). Vidhya testified the home had only one small bedroom. (Feb. Tr. p. 140, line 6). Vidhya confirmed all four parties maintained their residence in the house during 2009, even while Hardik was going to school in Charlotte and working in Richmond. (Feb. Tr. p. 141, lines 4-7).

70. Hardik paid all utilities for the house, and continued to do so after he and Anna moved out in 2011. (June Tr. p. 186, line 22-page 187, line 8). Ramesh and Vidhya were allowed to live in the house rent free. Hardik also paid for Vidhya's cell phone and service. (June Tr. p. 216, lines 10-20). Hardik also continued to pay the property taxes and homeowners insurance.

71. Hardik and Anna moved back into the Clinton house during Anna's first pregnancy, but left shortly after the birth of their child in 2011. Anna moved to her family's home in Augusta because of difficulties she was encountering with Vidhya and Ramesh. (June Tr. p. 314, lines 11—21).

72. Hardik particularly had difficulties with Ramesh, who felt he should have the right to choose the name for Hardik and Anna's baby. Hardik described the confrontation between he and Ramesh as the triggering event that caused him to finally move from the Clinton house. (June Tr. p. 196, lines 1-22).

73. After Hardik and Anna left the home in 2011 following their daughter's birth, they never lived as a couple in the house again. However, Hardik has maintained the master bedroom in the house, and until this lawsuit was filed, he stayed in the house on weekends when he worked at the store, rather than drive home to Tega Cay. (June Tr. p. 217, line 21- p. 218, line 7; p. 336, lines 2-6).

Events Following Ramesh's Death

74. Vidhya was not prepared or emotionally ready to assume any responsibility after Ramesh died. (Feb. Tr. p. 151, lines 19-21). At some point after Ramesh's death, Vidhya did not have electric power and/or cable service at the house for two days. (Feb. Tr. p. 157, lines 3-4; p. 157, lines 16-25). She attributed the lapse in utility services to a malicious act by Hardik, but there is no evidence that supports that assertion.

75. Hardik testified that his mother asked him to assist her with financial matters after Ramesh died, and that he assisted her in changing her address to Hardik's own home address in Tega Cay on certain things for which she had requested help. (June Tr. p. 213, lines 6-17).

76. Vidhya testified she had difficulties in receiving her mail. In May of 2018, she had to go to the post office several times to get the difficulties resolved. (Feb. Tr. p. 144, line 21 – p. 145, line 9). She again attributes this difficulty to a malicious act initiated by Hardik.

77. After this lawsuit was filed Hardik, through counsel, required that Vidhya register and pay the utility accounts in August 2019. (June Tr. p. 187, lines 12-22). Hardik continues to pay the taxes and insurance on the home and Vidhya lives there at no charge. (Amended Answer and Counterclaim ¶ 14; p. 10 ¶ 10; p. 11 ¶ 13; Defendant's Exhibits 38 and 43).

The Family Relationship

78. Prior to 2018, there was a normal family relationship among the parties, both personally and, to the extent they worked together professionally. (Feb. Tr. p. 123, lines 22-24). The relationship was typical for many extended families, not unique to families who come from the Indian culture.

79. After immigrating to the United States, Ramesh and Vidhya did not seek to involve themselves with others outside the Indian community, and instead they found their place almost exclusively among other Indian immigrants. (June Tr. p. 165, lines 15-18).

80. The proclivity to interact solely with other Indian immigrants and the expectation of adherence to traditional Indian norms as interpreted by Vidhya was a particular point of contention. This contention was a source of friction between Vidhya on the one hand and Hardik and Anna on the other. When they lived together in one home, Vidhya expected Anna to do all the cooking, cleaning and other domestic chores, even though Anna was working full time as a pharmacy technician and at times also attending school. (June Tr. p. 299, lines 8-25).

81. When Hardik and Anna moved to Tega Cay in 2017, Anna enrolled the children in Christian day school, she taught at a Christian day care, and she involved the children in activities that were not uniquely associated with traditional Indian culture in which Hardik had been raised. (June Tr. p. 292, line 18 – p. 295, line 10)

82. After Hardik and Anna no longer shared a home with Ramesh and Vidhya, Hardik began to realize that the ostensibly "Indian culture" that had been imposed on him by his parents was merely the way his parents chose to interact with him, and it was toxic. (June Tr. p. 153, line 15 – p. 154, line 8). Vidhya was verbally abusive of Hardik and Anna. Hardik wanted to

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protect Anna and his children from the life he had endured as a child. (June Tr. p. 155, line 21 – p. 156, line 24). Hardik described the group of Indian people who surrounded his parents as "a cult." (June Tr. p 154, lines 9-24).

83. During the February hearings, there were many observers in the courtroom gallery who were not called as witnesses and appeared to be in attendance solely as supporters of Vidhya and Darshak. The Court observed this group of supporters at that time who were quite animated and demonstrative in their support for Vidhya and Darshak, which underscored Hardik's description of the associations of his parents. The June hearings occurred after the onset of the Covid-19 pandemic and restrictions, thus the gallery was limited to parties and witnesses only.

84. Hardik is proud of his and Anna's accomplishments of becoming United States citizens, and that he and Anna raise their children as Americans, not so intensely a part of the restrictive and insular version of Indian culture. Hardik did not have the emotional strength to excise himself and Anna from that insular community that surrounded Ramesh and Vidhya until after Ramesh died.

85. After Ramesh died, Anna increased the salary that was paid to Vidhya for her work in the convenience store.

86. Following Ramesh's death, Hardik was living in Tega Cay with his family but still working at the convenience store on weekends. (June Tr. p. 217, lines 14-24). In October, 2018, while Vidhya was in Atlanta for a wedding, Hardik discovered a large number of $100 bills, nearly $11,000, in Vidhya's bedroom at the Clinton home. (June Tr. p. 219, lines 18-24; Defendant's Exhibit 49). Hardik was distressed by the discovery. There had been occasions when Vidhya had taken money from the store, claiming she had paid for store inventory with

personal funds and she was simply reimbursing herself. (Feb. Tr. p. 216, line 25 – p. 217, line 5). Those incidents had troubled Hardik, but the discovery of the cash hidden at the house convinced him that Vidhya could no longer be trusted with the AAHARVID LLC checkbook. (June Tr. p. 219, line 7 – p. 223, line 9).

87. In October, 2018, after discussing the matter, Anna and Hardik removed Vidhya's name from the AAHARVID, LLC bank account, and Hardik told Vidhya that he would handle all deposits for the store going forward. (Feb Tr. p. 159, lines 11-20; June Tr. p. 221, line 25 – p. 222, line 12).

88. When Vidhya was told that her authority to sign checks had been removed from the AAHARVID LLC bank account, Vidhya deposited checks for $5,000.00 each that she had written to herself from the AAHARVID, LLC bank account. (June Tr. p. 225, line 5 – p. 226, line 14). Anna and Hardik attempted to reverse the transactions, but Vidhya had closed the account into which she had deposited the funds, and thereby thwarted BB&T's attempt to trace the funds. (June Tr. p. 226, lines 15-18).

89. Because of the dispute about when Vidhya's authority to sign checks had been withdrawn on the AAHARVID LLC bank account, BB&T asked the parties to terminate their banking relationship with BB&T. (June Tr. p. 227, line 11 – p. 228, line 4). Vidhya received $235,207.26 in certified checks when BB&T closed out her bank accounts. (Defendant's Exhibit 36).

90. Anna maintained security cameras in the store. In November, 2018, she and Hardik reviewed some of the security footage and saw Vidhya activating and cashing out lottery tickets for herself. (June Tr. p. 344, line 7-9; p. 346, line 16). The court viewed a video provided by Defendants of a portion of the security camera video. Defendant's Exhibit No. 4 is a still shot

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from the video that was shown to the court. Vidhya confirmed the photo was of her scanning a lottery ticket. (Feb. Tr. p. 184, lines 1 – p. 186, line 14). Vidhya testified that she had paid for the lottery tickets before she scanned them.

91. Hardik installed additional security cameras after discovering the possible theft of lottery tickets by Vidhya. (June Tr. p. 351, lines 7-13).

92. At the end of 2018, Anna and Hardik sought legal advice from Thomas Jeter, Esquire, about the problems with the bank account and operating the business going forward. (June Tr. 352, line 7 – p. 353, line 15). Mr. Jeter reviewed the lottery retailer contract agreement for the store and advised Anna that she had an obligation under that contract to report any theft of lottery property to the Lottery Commission. (June Tr. p. 354, line 17 – p. 355, line 10).

93. Anna dutifully reported the theft by Vidhya of lottery tickets to both the lottery commission and to law enforcement. (June Tr. p. 356, lines 13-23). Vidhya was ultimately arrested by law enforcement.

94. Neither Hardik nor Anna requested, arranged, or facilitated the arrest; in fact they knew nothing about it until after it had occurred. (June Tr. p. 363, lines 3-5). Someone called Anna after hearing a news report about the arrest. (June Tr. p. 363, lines 6-8).

95. Vidhya did not return to work at the store in 2019. (Feb. Tr. p. 121, line 20 – p. 122, line 9; June Tr. p. 359, lines 8-20).

96. In 2019, Vidhya applied for and received unemployment payments from the state. (Defendant's Exhibits 41 and 44). In applying for unemployment benefits, Vidhya stated that she had been a full-time employee of AAHARVID LLC and was not self-employed. (Defendant's Exhibit 44, p. 3). Vidhya reported to the State that she had been "laid off due

to lack of work – slow down in business" and she would not be returning to the employment with AAHARVID LLC again. (Defendant's Exhibit 44, p. 4 and 8). She said she had been "laid off" by the "owner" of the store. *Id.* p. 12. She reported her salary from AAHARVID LLC had been $24,000 per year. *Id.* Vidhya certified that the information was "true and accurate" and acknowledged she understood the penalty for perjury if her statements in support of her unemployment request were false. *Id.* p. 11.

SECTION IV – LEGAL DISCUSSION

Resulting Trust

"Equity devised the theory of resulting trust to effectuate the intent of the parties in certain situations where one party pays for property, in whole or in part, that for a different reason is placed in the name of another . . . The general rule is that when real estate is conveyed to one person and the consideration paid by another, it is presumed that the party who pays the purchase money intended a benefit to himself, and accordingly a resulting trust is raised. . . the presumption, however, may not be in accord with the truth. It may be rebutted and the actual intention shown by parol evidence." *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997). "Fraud can defeat a resulting trust." *Id., citing Elrod v. Cochran*, 59 S.C. 467, 472, 38 S.E. 122, 124 (1901).

A resulting trust may not be imposed when the transaction is undertaken to defraud other persons or to violate the law. *Id.* "The law will not permit a party to deliberately put his property out of his control for a fraudulent purpose, and then, through intervention of a court . . . regain the same after his fraudulent purpose has been accomplished." *Ali v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741, 753 (1942)

"It is well settled in this state that the facts from which the court would infer a resulting trust may be established by parol testimony, but it is also settled that such testimony, to warrant such inference, must be clear and convincing. *Id.* "[T]o establish a… resulting trust against one holding the legal title, the evidence must be clear and convincing. *Id.*

Constructive Trust

"No parol trust will be integrated on a legal title… unless with the greatest caution, and where the fraud necessary to create the trust is established by clear and convincing proof. And in such a case, as a deed absolute in form raises a strong presumption against the existence of a trust; evidence sufficient to overcome it must be greater than a mere preponderance." *Ali v. Prillaman* at 750.

"The mere failure of a grantee to perform his oral promise to hold property upon trust affords no basis for a constructive trust… where no deception was employed by the grantee. . . made for the express purpose of enabling him to make sales, pay off an indebtedness, and if possible, save something out of the proceeds for the grantor, he will not be held a trustee…" *Id.* "So where the grantor, without accident or mistake or fraud… deeded property to her son for the purpose of enabling him to defend the title against a threatened suit, with the understanding that he would hold it for her benefit, there is no trust." *Id.* at 751.

Familial relationships do not constitute a fiduciary relationship, absent some special circumstances. *Swiger by and through DeHaven v. Smith*, 426 S.C. 408, 827 S.E.2d 200 (Ct.App. 2019). *See also Flowers v. Oakdale Realty and Water Corporation*, 256 S.C. 591, 183 S.E.2d 513 (1971). Under certain circumstances, a parent and child may have a fiduciary relationship, but the

specific facts of each case are unique. *Smith v Jones (In re: Estate of Smith)*, 419 S.C. 111, 796 S.E.2d 158 (Ct.App. 2016).

"Persons in family relations, such as those of… parent and child… are also ordinarily to be regarded as in a confidential relationship with the meaning of the rule; but they are not necessarily so." *Ali v. Prillaman*, at 750. *See also Chapman v. Citizens and So. Nat. Bank of S.C.*, 302 S.C. 469, 396 S.E.2d 446, 451 (Ct.App. 1990) (relationship of husband and wife does not necessarily create a fiduciary relationship; "even in a husband and wife relationship, which may be the most intimate of all, the one in whom the trust or confidence is reposed must possess the power to abuse the trust of the confiding party in his business affairs to the detriment of the one confiding party. This power to abuse for the benefit of himself or herself, a trust reposed in a spouse, in the eyes of the law, invests that spouse with a dominance in the relationship.").

SECTION V – CONCLUSIONS OF LAW

As to Plaintiff's Claims

97. The claims by Vidhya and Darshak, individually and in their capacities as personal representatives of the Estate of Ramesh sound in equity.

98. To succeed in their claims for resulting trust and/or constructive trust, Vidhya and Darshak would be required to establish, by clear and convincing evidence, all of the following facts:

    (a) Ramesh and Vidhya paid for the Clinton house, in whole or in part from their personal funds.

    (b) The parties intended for the house to belong to Ramesh and/or Ramesh and Vidhya permanently.

    (c) Ramesh and Vidhya paid for the lease of the store from 2007-2012 from their personal funds.

(d) The parties intended for the lease of the convenience store to benefit Ramesh and/or Ramesh and Vidhya.

(e) Ramesh and Vidhya paid for the purchase of the convenience store in 2012 using their personal funds.

(f) The parties intended for the convenience store to belong to Ramesh and/or Ramesh and Vidhya permanently.

99. Plaintiffs Vidhya and Darshak have not established, by clear and convincing evidence, or even by a preponderance of the evidence, that any of the facts set forth above in this section are true.

100. It is not disputed, that Ramesh, Vidhya and Hardik were close, personally and professionally, until Ramesh died. However, the closeness was that of an ordinary family, insufficient to create a fiduciary relationship. As such, neither Hardik nor Anna owed a fiduciary obligation to Ramesh or Vidhya.

101. There was no express or implied promises that the house or the convenience store were purchased for Ramesh and/or Vidhya.

102. Hardik and Anna used their personal funds and/or profits of the convenience store to purchase the house and the convenience store or, at a minimum, the majority of the funds used were generated by the profits of the convenience store.

103. The Plaintiffs' allege that the house was titled in the name of Hardik and the convenience store was titled to AAHARVID, LLC to camouflage ownership by the real beneficial owners, Ramesh and/or Vidhya. Under Plaintiffs' theory, this subterfuge was undertaken because Ramesh and Vidhya were personally ineligible to own property in the United States by virtue

of their immigration status[11] so Hardik and Anna were merely holding the properties for Ramesh and Vidhya.

104. Plaintiffs' arguments, if true, would support a conclusion that the transactions were fraudulent in nature, such that equity would not provide a remedy to impose a trust of any kind over the house and the convenience store, even if the facts established everything the Plaintiffs claim.

105. Anna testified that Vidhya never said anything about wanting to own the house or the convenience store until after Ramesh died, when Vidhya complained that Ramesh did not leave her anything. (June Tr. p. 368, line 21 – p. 369, line 17).

106. There is conflicting testimony and evidence regarding whether the house or the store was intended to belong, in whole or in part, to Vidhya. The testimony of the defendants outweighs the testimony of the plaintiffs on this issue.

107. There is conflicting testimony and evidence regarding whether the house or the store was to belong, in whole or in part, to Ramesh. The testimony of the defendants outweighs the testimony of the plaintiffs on this issue.

108. Plaintiffs are not entitled to the imposition of a resulting or constructive trust over the house or the convenience store.

109. On the Plaintiff's claims, judgment is entered in favor of Defendants.

---

[11] The Court makes no finding or conclusion as to Ramesh or Vidhya's immigration status at any point enabled them to own real or personal property in their own name. It is sufficient, for purposes of adjudicating the matters presented, that Vidhya disclosed her subjective belief that they could not legally own property in their own names, and that as a result they adopted the subterfuge of ownership by Hardik and Anna's corporation with the intent to benefit themselves personally. The objective and actual legal necessity or existence of any such restriction is irrelevant.

SECTION VI – COUNTERCLAIMS

Defendants' counterclaims included three causes of action: (1) declaratory judgment as to ownership of the house and the store; (2) conversion; and (3) breach of fiduciary duty as personal representatives. Regarding the Defendants' motion for default judgment on its counterclaims, this court finds that it would be more appropriate to rule on the merits on these issues, and thus denies this motion.

As to the First Counterclaim – Declaratory Judgment

Having reviewed the matter in detail, I conclude that the first counterclaim for declaratory judgment was tantamount to mere denial of Plaintiff's claims. Because the findings of fact and conclusions of law set forth above result in denial of Plaintiffs' claims, the relief sought in the first counterclaim would be redundant.

As to the Second Counterclaim – Conversion

As it relates to the second counterclaim, the following facts have been admitted by the entry of default against the Plaintiffs and from the evidence presented at trial:

110. As an employee, Vidhya had limited authorization from AAHARVID, LLC to write checks from the company's checkbook for vendors as necessary and convenient for the day-to-day operation of the business. Vidhya signed checks from a bank account owned by AARHARVID, LLC, on four occasions to support Darshak after his cancer treatment, in sum of $10,000. The testimony of all witnesses regarding income and expenses, when considered together, seems to be consistent in that all expenses for store and home were paid with monies from the store accounts. The Court finds these payment of these monies may be inconsistent

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with a traditionally operated convenience store business account this court finds that it is consistent with how this business operated and thus not a conversion.

111. The Court also viewed a video in which Vidhya scanned winning lottery tickets and retained the receipts for herself when no customers were present.

112. On several occasions in 2018, Vidhya was caught on camera via surveillance footage taking entire rolls of lottery tickets from behind the counter at the Convenience Store and putting them in her bag before leaving the store without paying for them. These lottery tickets were the property of AAHARVID, LLC. On at least on occasion, Vidhya cashed a whole roll of lottery tickets at the convenience store and converted the proceeds for her personal use. AAHARVID, LLC intended this roll of lottery tickets to be sold to customers for profit. After reviewing the surveillance footage and discovering her theft of Company property. Hardik, acting as an authorized agent of the Company, did not rehire Vidhya with the Company on January 1, 2019.

Legal Discussion – Conversion Claim

Conversion is "the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights." *Moore v. Weinberg*, 373 S.C. 209, 644 S.E.2d 740 (Ct.App. 2007) (citations omitted). One asserting a claim for conversion must establish "either title or right to the possession of the personal property." *Regions Bank v. Schmauch*, 354 S.C. 648, 582 S.E.2d 432 (Ct.App. 2003). *See also Hennes v. Shaw*, 397 S.C. 391, 725 S.E.2d 501 (Ct.App. 2012).

Conclusions of Law – Conversion Claim

113. Defendants have not established by a preponderance of the evidence that Vidhya and Darshak improperly converted from AAHARVID, LLC the sum of $10,000.00.

114. Defendants have established by a preponderance of the evidence that lottery tickets belonging to AAHARVID, LLC were converted by Vidhya, in contravention of the rights of AAHARVID, LLC and that she did not return the proceeds of the lottery tickets to AAHARVID, LLC.

115. However, Defendants have not established the value of the lottery tickets that were stolen from AAHARVID, LLC. The order of default enabled the parties to introduce evidence to sustain their burden of proof on the amount of damages where damages were unliquidated.

116. While the evidence, and the default, supports the conclusion that Vidhya inappropriately misappropriated lottery tickets and wrongfully profited from the conversion of the lottery tickets, Defendants did not introduce evidence of the value of the lottery tickets improperly used by Vidhya and therefore did not sustain their burden of proof as to the elements of conversion as to the lottery tickets.

117. There is no prayer for punitive damages, and I find and conclude that the evidence would not support an award of punitive damages in connection with the conversion of funds belonging to AAHARVID LLC.

As to Third Cause of Action – Breach of Fiduciary Duty

The third counterclaim alleges damages to Hardik as a result of Vidhya and Darshak's actions as personal representatives of Ramesh's estate in that they misappropriated the proceeds of Ramesh's interest in the Florence hotel to Vidhya. However, Defendants established further legal proceedings where the Laurens County Probate Court issued an order enjoining an attorney

in possession of the closing funds to escrow any funds that were the property of Ramesh and are to become assets of his estate. (Defendants' Exhibit 50). Benjamin Moore, Esquire of Florence testified that he had complied with the court order and continues to hold approximately $200,000.00 in funds that are due to Ramesh's estate in escrow pending further decision by the probate court.

Because Hardik successfully pre-empted the attempted diversion of the proceeds from the sale of the Florence hotel that were due to the Estate of Ramesh, he cannot recover for breach of fiduciary duty, even if the evidence establishes an effort to divert the assets. Therefore, the claim for breach of fiduciary duty fails. This conclusion does not affect the probate court proceedings as to entitlement of any party to the assets of the estate of Ramesh, including those currently held in escrow by third parties. Such issues are reserved to resolution in that matter currently pending in probate court.

SECTION VII – AWARD AND JUDGMENT

Based on the findings of fact and conclusion of law set forth above, and for the reasons set forth, it is ordered:

A. As to Plaintiffs' claims for resulting trust and constructive trust, the Plaintiffs have failed to establish a right to equitable relief, and judgment is awarded in favor of the Defendants;

B. Defendants' counterclaim for declaratory judgment is denied as moot and redundant given the findings and conclusions that denied Plaintiffs' claims herein;

C. Defendants' counterclaim for conversion, judgment is denied given the findings and conclusions that the checks were authorized.

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D. Defendants' counterclaim for breach of fiduciary duty is dismissed, as it is treated as currently pending in a separate proceeding at the probate court;

E. The lis pendens bearing Case Number 2019-LP-30-00028 shall be dissolved.

The Clerk of Court is directed to enter judgment accordingly.

_____

Eugene C. Griffith Jr.
Circuit Court Judge

August __, 2020

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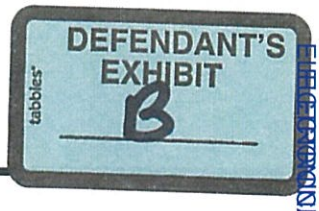
Laurens Common Pleas

Case Caption:	Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al
Case Number:	2019CP3000140
Type:	Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

FILED 08/28/2020 11:36:23 AM LAURENS COMMON PLEAS



Desa Ballard

From: Jake Moore <jake@mttlaw.com>
Sent: Tuesday, September 22, 2020 12:09 PM
To: Desa Ballard
Subject: RE: Dismissal with prejudice

no

From: Desa Ballard [mailto:desab@desaballard.com]
Sent: Tuesday, September 22, 2020 11:41 AM
To: Jake Moore <jake@mttlaw.com>; Samuel M. Price, Jr., Esquire (rshealy517@hotmail.com) <rshealy517@hotmail.com>
Cc: Beth Cogan <Beth@desaballard.com>
Subject: Dismissal with prejudice

This relates to the York county matter. Do I have your consent to sign and efile this?

Thanks

db

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ELECTRONICALLY FILED - 2020 Dec 17 12:58 PM - YORK - COMMON PLEAS - CASE#2019CP4603009

STATE OF SOUTH CAROLINA COUNTY OF YORK	)	IN THE COURT OF COMMON PLEAS
Vidhyaben R. Patel, Plaintiff, vs. Hardik R. Patel, Defendant.	)	C.A. No.: 2019-CP-46-03009 **MEMORANDUM IN OPPOSITION TO SUMMARY JUDGMENT**

This matter comes before the Court pursuant to the Defendant's Motion for Summary Judgement. For the reasons set forth below, the Defendant's Motion is improper and premature and should be denied by the Court.

Defendant has moved for Summary Judgement in this action on the grounds that "all factual issues presented in this action that were raised in Plaintiff's claims have already been adjudicated in Hardik's (Defendant's) favor via a final order in a separate matter *(Vidhyaben Patel, Individually and as PR, et. al. v. Hardik Patel, et. al.,* Case No. 2019-CP-30-0140)." (The "underlying action"). Defendant's Motion asks this Court to "take judicial notice of the proceedings in the prior case." Defendant asserts that under the doctrines of Collateral Estoppel and Res Judicata, Plaintiffs are precluded from raising issues that "were litigated and finally decided in the prior action."

Defendant's Motion is premature. The Order upon which Defendant bases his motion is presently under appeal in the South Carolina Court of Appeals. Following denial of their Motion for Reconsideration, Plaintiff's in the underlying action timely filed a Notice of Appeal with the South Carolina Court of Appeals, appealing the underlying order as well as denial of their Motion



for Reconsideration. That appeal is now pending before the South Carolina Court of Appeals. Initial Briefs are not due with the Court until January 2021.

A vacated or reversed judgement has no preclusive effect under the doctrine of Collateral Estoppel or Res Judicata. *Shaw Components, Inc. v. Nat. Bank of S.C.,* 304 S.C.114, 403 S.E.2d. 153 (Ct. App. 1991); *Builders Mut. Ins. Co. v. Bob Wire Electric, Inc.,* 424 S.C.161, 817 S.E.2d. 807 (S.C. App. 2018). Plaintiff has filed an appeal (which is presently pending) seeking to overturn the Order upon which the Defendant's Motion for Summary Judgment is based. If it is reversed, then it will have no preclusive effect and cannot serve as the basis for a judgement in this case. In the interests of judicial economy, the Defendant's Motion for Summary Judgment should not be decided upon until after both parties have had an opportunity to present and argue the issues involved before the Court. Summary Judgment should not be based on an Order which is under appeal and would have no preclusive effect if reversed or altered by the Appellate Court.

For the reasons set forth above, the Defendant's Motion is premature and improper and should be denied by the Court.

MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore
S. Jahue Moore, SC Bar No. 4063
1700 Sunset Boulevard
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West Columbia, SC 29171
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ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
December 17, 2020

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ELECTRONICALLY FILED - 2020 Dec 29 10:25 AM - YORK - COMMON PLEAS - CASE#2019CP4603009

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK)	Case No. 2019-CP-46-03009
)	
Vidhyaben R. Patel,)	
)	
Plaintiff,)	**ORDER GRANTING**
v.)	**SUMMARY JUDGMENT**
)	
Hardik R. Patel,)	
)	
Defendant.)	
)	

Pursuant to Rule 56(b), Defendant Hardik Patel (hereafter "Hardik") moves for summary judgment on all causes of action asserted against him in this matter. In support of his motion, Hardik submitted the final order issued in a collateral matter, *Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140 (hereafter "the prior action.") The trial court takes judicial notice of the proceedings in the prior action pursuant to Rule 201(b), SCRE. Plaintiff Vidhyaben Patel has/has not responded to the motion.

UNDISPUTED FACTS ESTABLISHED BY THE RECORD

1. Plaintiff Vidhyaben R. Patel (hereafter "Vidhya") is the mother of Defendant Hardik. Vidhya filed suit in her individual capacity against Hardik and others in Laurens County in February, 2019. The prior action (*Vidhyaben Patel, individually and as PR et al. v. Hardik Patel et. al*, Case No. 2019-CP-30-0140) has been concluded by final order of Circuit Court Judge Eugene Griffith by order dated August 28, 2020. Rehearing was also denied by order dated October 19, 2020.
2. The current action was filed by Vidhya, also in Laurens County, but venue was transferred to York County, Hardik's residence.

DEFENDANT'S EXHIBIT F
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3. Among the issues litigated in the prior action was the issue of whether Hardik initiated criminal proceedings against Vidhya to gain an advantage in that action.

4. The substantive claim asserted by Plaintiff in this matter, *i.e.* Vidhya's claim that Hardik filed criminal charges against her for leverage, was specifically addressed and contested during trial in the prior action. , with the facts and claim ultimately adjudicated in favor of Hardik in that action.

5. Judge Griffith ruled, *inter alia*, "Neither Hardik nor Anna requested, arranged, or facilitated the arrest; in fact, they knew nothing about it until after it had occurred. Someone called Anna after hearing a news report about the arrest." (Order of Judge Griffith dated August 28, 2020, page 23, ¶ 94).

6. The issue presented in this action has been fully and finally adjudicated in the prior action.

CONCLUSIONS OF LAW

7. Issue preclusion prohibits Vidhya from attempting to relitigate, in this action, issues that were litigated and finally decided in the prior action. *Sims v. Amisub of South Carolina Inc.*, 408 S.C. 202, 758 S.E.2d 187 (Ct. App. 2014); *Roberts v. Recovery Bureau, Inc.*, 316 S.C. 492, 450 S.E.2d 616, 619 (S.C. App. 1994). *See also Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009).

8. Vidhya litigated the issues regarding her arrest and the basis for it during the litigation in Laurens, and those issues were fully explored and decided in that action. Any claim Vidhya may have had in connection with the arrest was required to be litigated as a part of the claim in the prior matter. *Gathings v. Robertson Brokerage Company Inc.*, 295 S.C. 112, 367 S.E.2d 423 (Ct. App. 1988).

9. The party seeking summary judgment "has the initial responsibility of demonstrating the absence of a genuine issue of materials fact." *Lord v. D & J Enterprises Inc.*, 407 S.C. 544, 757 S.E.2d 695 (2014). "The court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." *Id.* As demonstrated, all issues between these parties were litigated in the Laurens county action or should have been. Collateral estoppel prevents relitigation of issues that were or could have been litigated in that action.

CONCLUSION

As a result of the prior litigation, which is final[1], Hardik is entitled to summary judgment in his favor as a matter of law, because separate litigation of the abuse of process claim here is barred by judgment in the separate case. *Zinn v. CFI Sales & Marketing Ltd.*, 415 S.C. 93, 780 S.E.2d 611 (Ct. App. 2015) ("*Res judicata* bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties. . . under the doctrine of *res judicata* 'a litigant is barring any issues which were adjudicated in the former suit and any issues that might have been raised in the former suit. . .'" (citations omitted).

Hardik's motion for summary judgment is GRANTED.

IT IS SO ORDERED.

Daniel Dewitt Hall
Chief Administrative Judge
Sixteenth Judicial Circuit- CP

October __, 2020

[1] Even if an appeal is taken from Judge Griffith's order in the prior action, the order is not stayed during the appeal, so entry of summary judgment in this action is warranted. *See* Rule 205, SCACR and Rule 241(b)(2) and (b)(3), SCACR.

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York Common Pleas

Case Caption: Vidhyaben R. Patel VS Hardik R Patel

Case Number: 2019CP4603009

Type: Order/Summary Judgment

So Ordered

s/Daniel D. Hall 2753

ELECTRONICALLY FILED - 2021 Jan 22 10:26 AM - LAURENS - COMMON PLEAS - CASE#2019CP3000140

STATE OF SOUTH CAROLINA COUNTY OF LAURENS Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, Plaintiffs vs. Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, Defendants	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **MOTION TO RECONSIDER**

Defendants Hardik R. Patel, Anal H. Patel and AAHARVID LLC seek reconsideration by this Court of its order denying their motion for attorney fees, which order was filed on January 19, 2021. In support of the motion, Defendants will show:

1. The court erred in its conclusion in the order that "factually the case was very close on weight, but that the defendants' testimony and evidence outweighed (but not substantially) the Plaintiffs' testimony and evidence. This is contradicted by the following portions of the final order of judgment filed August 28, 2020:
    a. Footnote 2, page 1: Plaintiffs' complaint was inconsistent and unclear as to what relief it was seeking and for whom it was seeking it.
    b. Plaintiffs defaulted on the counterclaims and admitted all of the facts alleged in the counterclaims, which admissions contradicted the allegations they attempted to prove at trial. *See* Footnote 3, page 3. Plaintiffs made no effort to

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set aside the default, and even were surprised to find at trial that they were in default.

c. Plaintiffs' theory of the case demonstrated their ruse was an attempt to gain ownership of property despite believing decedent and Vidhya's ownership of property would violate immigration laws[1].

d. Plaintiffs proved nothing they attempted to prove. Paragraphs 29, 34, 42, 51, 52, 55, 56, 57 and footnote 9, 74, 76, 94, 96, 99

e. Plaintiffs introduced fabricated testimony. Paragraphs 46, 52, 59, 60, 62, 66, 69.

2. The court failed to analyze "frivolous" as it is defined by Section 15-53-10(C)(1).

3. The Court failed in not addressing the mandatory elements for assessing attorney's fees and costs pursuant to Section 15-53-10(E).

4. The Court erred in failing to grant the relief requested when Plaintiffs' failed to oppose the motion as permitted by Section 15-53-10(D).

5. Plaintiff Vidya Patel filed a second lawsuit seeking relief that was embraced and decided in this action, and then refused to dismiss it, requiring Defendant Hardik Patel to move for (and obtain) an order granting summary judgment.

For the reasons set forth above, Defendants seek an order vacating the Court's decision filed January 29, 2021, and for the issuance of an order granting the relief sought in the motion for attorney's fees and affidavit of attorney's fees.

[signature next page]

[1] For purposes of this case, whether ownership of property by non-citizens or non-green card holders violates immigration laws is irrelevant. It is sufficient that Plaintiffs' story was that the fiction of trustee ownership was to skirt immigration laws, whether they needed to or not.

Respectfully submitted,

s/ Desa Ballard
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ATTORNEYS FOR DEFENDANT

January 20, 2021

ELECTRONICALLY FILED - 2021 Jan 22 10:26 AM - LAURENS - COMMON PLEAS - CASE#2019CP300140

STATE OF SOUTH CAROLINA)) COUNTY OF LAURENS)) Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,)) Plaintiffs)) vs.)) Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,) Defendants)	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT Case No. 2019-CP-30-0140 **PROPOSED** **ORDER DENYING MOTION FOR RESCONSIDERATION**

Defendants Hardik R. Patel ("Hardik"), Anal H. Patel ("Anna") and AAHARVID, LLC ("the store") seek reconsideration of this Court's order dated January 19, 2021, which denied their motion seeking an award of attorney's fees and costs as requested in their filing of September 8, 2021.

Having fully considered all grounds raised in the Motion to Reconsider, the motion is denied. The Court's order dated January 19, 2021 adequately addressed each issue raised in the motion and reconsideration is not necessary. Therefore, the motion to reconsider is DENIED.

IT IS SO ORDERED.

_____
Eugene C. Griffith Jr.
Circuit Court Judge
Eighth Judicial Circuit

January ____, 2021

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LAURENS COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2019-CP-30-00140

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel, ... Appellants,

v.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, ... Respondents.

NOTICE OF APPEAL

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel ("Appellants") appeal the order of the Honorable Eugene C. Griffith, Jr. signed on August 28, 2020, and filed by the Clerk on that date. Appellants timely filed a Motion to Reconsider and Rule 59(E) Motion which were both denied by Order of the Honorable Eugene C. Griffith, Jr. dated October 19, 2020, and filed with the Clerk of Court's Office on that same date. Appellants received electronic notice of entry of this order on October 19, 2020.

Respectfully submitted,



October 28, 2020

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ELECTRONICALLY FILED - 2021 Jan 25 11:55 AM - LAURENS - COMMON PLEAS - CASE#2019CP300140

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM LAURENS COUNTY
EUGENE C. GRIFFITH JR., CIRCUIT COURT JUDGE
Case No. 2019-CP-30-00140

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameschandra Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameschandra Prabhudas Patel. ..... Respondent/Appellant[1],

v.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC, ...Appellant/Respondent

---

NOTICE OF APPEAL

Hardik R. Patel, Anal H. Patel and AAHARVID LLC (collectively "Appellants") appeal from the orders of the Honorable Eugene C. Griffith Jr., filed on January 19, 2021 and January 22, 2021, copies of which were received by counsel for Appellants on January 19, 2021 and January 22, 2021 respectively. Copies of both orders are attached hereto in compliance with Rule 203(d)(1)(B)(ii), SCACR.

s/ Desa Ballard
Desa Ballard
Harvey M. Watson III

BALLARD & WATSON
226 State Street
West Columbia, South Carolina 29169

[1] Contemporaneously with the filing of this Notice of Appeal, Appellants in this matter are seeking to consolidate this matter with Appellate Case No. 2020-001472, and is informed and believes Respondents in this matter will consent to consolidation.

ROA 000357

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ATTORNEY FOR APPELLANTS

January 22, 2021

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Attorneys for Respondent/Appellant

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ELECTRONICALLY FILED - 2021 Jan 29 12:56 PM - LAURENS - COMMON PLEAS - CASE#2019CP300140

STATE OF SOUTH CAROLINA)
)
COUNTY OF LAURENS)

Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,

Plaintiffs

vs.

Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,

Defendants

IN THE COURT OF COMMON PLEAS
EIGHTH JUDICIAL CIRCUIT

Case No. 2019-CP-30-0140

ORDER DENYING MOTION FOR ATTORNEY'S FEES

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SC Court of Appeals

This matter came before the Court by motion of the Defendants, Hardik R. Patel, Anal H. Patel, and AAHARVID, LLC to seek an order awarding attorney's fees and costs incurred by Defendants and assessing judgment against Plaintiffs in accordance with the Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 *et seq*. ("FCPSA").

The motion to award attorney fees is denied based on the Court's finding that the Plaintiffs' claims were not frivolous under the FCPSA. The Court bases this decision on the facts that: the case contained highly contested facts presented at trial, the complexity of the legal issues, the complexity of the family dynamics, and the credibility and lack of credibility of both plaintiffs and defendants' testimony. The Court notes that factually the case was very close on weight, but that the defendants' testimony and evidence outweighed (but not substantially) the Plaintiffs' testimony and evidence.

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In order to recover for attorney fees under the FCPSA, at §15-36-10(A)(4) a party must show or prove one of the following:

(a) filing a frivolous pleading, motion or document if:

i. the person has not read the frivolous pleading, motion or document;

ii. a reasonable attorney in the same circumstances would believe that under the facts, his claim or defense was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for the extension, modification, or reversal of existing law;

iii. a reasonable attorney presented with the same circumstances would believe that a procurement, initiation, continuation, or defense of a civil cause was intended merely to harass or injury the other party; or

iv. a reasonable attorney presented with the same circumstances would believe the pleading, motion, or document is frivolous, interposed for merely for delay, or merely brought for any purpose other than securing proper discovery, joinder of parties, or adjudication of the claim or defense upon which the proceedings are based;

(b) making frivolous arguments a reasonable attorney would believe were not supported by the facts; or

(c) making frivolous arguments that a reasonable attorney would believe were not warranted under the existing law or if there is no good faith argument that exists for the extension, modification, or reversal of existing law.

The Court finds that none of the definitions of a frivolous suit or action were present in the case at bar. The Court further finds that the attorneys for the Plaintiffs had reasonable beliefs that the claims alleged were valid under the laws of South

Carolina. The failure to meet one's burden of proof does not make the complaint filed by the parties frivolous.

Therefore, the Defendants' motion for attorney fees is respectfully denied.

IT IS SO ORDERED.

Eugene C. Griffith Jr.
Circuit Court Judge

January __, 2020

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Laurens Common Pleas

Case Caption: Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al

Case Number: 2019CP3000140

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

ELECTRONICALLY FILED – 2021-01-22 12:13:55 PM – LAURENS – COMMON PLEAS – CASE#2019CP3000140

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF LAURENS)	EIGHTH JUDICIAL CIRCUIT
)	
Vidhyaben R. Patel, Individually and as Co-Personal Representative of the Estate of Rameshchanda Prabhudas Patel, and Darshak Kumar Patel, Individually and as Co-Personal Representative of the Estate of Rameshchandra Prabhudas Patel,)	Case No. 2019-CP-30-0140
)	**ORDER DENYING MOTION FOR RESCONSIDERATION**
Plaintiffs)	
vs.)	
)	
Hardik R. Patel, Anal H. Patel and AAHARVID, LLC,)	
Defendants)	

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Defendants Hardik R. Patel ("Hardik"), Anal H. Patel ("Anna") and AAHARVID, LLC ("the store") seek reconsideration of this Court's order dated January 19, 2021, which denied their motion seeking an award of attorney's fees and costs as requested in their filing of September 8, 2021.

Having fully considered all grounds raised in the Motion to Reconsider, the motion is denied. The Court's order dated January 19, 2021 adequately addressed each issue raised in the motion and reconsideration is not necessary. Therefore, the motion to reconsider is DENIED.

IT IS SO ORDERED.

Eugene C. Griffith Jr.
Circuit Court Judge
Eighth Judicial Circuit

January ____, 2021

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Laurens Common Pleas

Case Caption:	Vidhyaben R. Patel, Co-Per. Rep. Est. Of Rameshchandra Patel , plaintiff, et al VS Hardik R Patel , defendant, et al
Case Number:	2019CP3000140
Type:	Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154