

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2024-CP-08-02993

Sam Lawrence, Jr.,

Plaintiff,

v.

Percy Beauford, Esquire, individually,
Law Office of Percy Beauford, P.A.,
Jeffrey Scott Weathers, Esquire,
individually, and Law Office of Jeffrey S.
Weathers, LLC,

Defendants.

SUMMONS
(Jury Trial Demanded)

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action. A copy of the Complaint is attached to this Summons and is herewith served upon you. Your answer must be in writing and signed by you or by your attorney and must state your address or the address of your attorney if signed by your attorney. Your answer must be served upon the undersigned attorneys for the Plaintiff within thirty (30) days after the service hereof, exclusive of the day of service, at Hopkins Law Firm, LLC, 171 Church Street, Suite 160, Charleston, South Carolina 29401.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

HOPKINS LAW FIRM, LLC

J. Clay Hopkins

J. Clay Hopkins, SC Bar #102053

clay@hopkinsfirm.com

Dorie L. Sapp, SC Bar # 103921

dorie@hopkinsfirm.com

12019 Ocean Highway, PO Box 1885

Pawleys Island, South Carolina 29585

(843) 823-7558 - Telephone

(843) 314-9365 – Facsimile

Attorneys for the Plaintiff

October 28, 2024

Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

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Defendants.

COMPLAINT
(Jury Trial Demanded)

Plaintiffs, complaining of the Defendants above named, would allege, and show unto the Court, the following:

PARTIES, JURISDICTION, AND VENUE

1. Sam Lawrence, Jr. (hereinafter “Plaintiff”) is a citizen and resident of Berkeley County, South Carolina.

2. Defendant Percy Beauford, Esquire (“Beauford”) is a citizen and resident of Berkeley County, South Carolina and at all times relevant hereto was a lawyer licensed to practice law in the State of South Carolina and the sole member and sole attorney of Defendant Law Office of Percy Beauford, P.A.

3. Defendant Law Office of Percy Beauford, P.A. (“LOPB”) is a law firm organized as a South Carolina limited liability company and is located in Berkeley County, South Carolina with its principal place of business being located at 204 N. Live Oak Drive, Moncks Corner, SC 29461.

4. Defendant Jeffrey Scott Weathers, Esquire (“Weathers”) is a citizen and resident of

Berkeley County, South Carolina and at all times relevant hereto was a lawyer licensed to practice law in the State of South Carolina and the sole member and sole attorney of Defendant Law Office of Jeffrey S. Weathers, LLC.

5. Defendant Law Office of Jeffrey S. Weathers, LLC (“LOJSW”) is a law firm organized as a South Carolina limited liability company and is located in Berkeley County, South Carolina with its principal place of business being located at 302 E. Main Street, Suite B, Moncks Corner, SC 29461.

6. The Court has jurisdiction over the parties and subject matter of this action. Additionally, venue is appropriate in this Court as this is where Defendants reside, and the majority of the acts complained of occurred.

FACTS

7. Defendant Beauford was admitted to practice law in South Carolina in 1990.

8. Defendant Weathers was admitted to practice law in South Carolina in 1997.

9. Defendant LOPB was organized on February 14, 1992, with the South Carolina Secretary of State.

10. Defendant LOJSW was organized on June 16, 2011, with the South Carolina Secretary of State.

11. On August 24, 2016, a lawsuit was filed against Plaintiff individually for a wrongful death action that occurred at a venue he owned in Berkeley County, South Carolina.

12. On December 5, 2016, Defendant Weathers filed a quiet title action against Plaintiff and others in Civil Action Number 2016-CP-08-2902.

13. According to a June 26, 2017 affidavit of service filed with the Berkeley County Clerk of Court, Plaintiff was personally served with that lawsuit on December 5, 2016.

14. On June 26, 2017, an Affidavit of Default and Order of Default was filed against Plaintiff, although there was no indication these were served on any of the defendants.


15. On September 5, 2017, Plaintiff paid Defendant Beauford and his law firm \$1,500.00 for "Deeds" according to a receipt from Defendant Beauford.

16. On September 28, 2017, a Motion for Judgment against Plaintiff was mailed to the Berkeley County Clerk of Court and Plaintiff.

17. On October 2, 2017, the Berkeley County Clerk of Court's office sent the motion back to the plaintiff's attorney for lack of a motion coversheet.

18. On October 4, 2017, according to Defendant Beauford's billing statements, Plaintiff paid Beauford for a consultation fee in the wrongful death action:

RECEIPT



Law Office of Percy Beauford, P.A.
 204 N. Live Oak Drive
 Moncks Corner, SC 29461
 (843) 899-5555

5357

DATE 10/4/17

RECEIVED FROM Sain Lawrence \$ 75.00

seventy-five dollars + 200 DOLLARS

FOR consultation fee

AMOUNT OF ACCOUNT	0	<input checked="" type="checkbox"/> CASH
THIS PAYMENT	75.00	<input type="checkbox"/> CHECK
BALANCE DUE	0	<input type="checkbox"/> M.O.

BY Percy Beauford

THANK YOU

19. On October 11, 2017, based on advice from Defendant Beauford to avoid a personal judgment in the wrongful death action, Plaintiff executed five (5) deeds to real property he owned, transferring them to his daughters and providing himself a life estate. He later executed another on November 6, 2017, transferring his interest to another family member with a remaining life estate, although it was originally prepared for the October 11, 2017 signing, as well.

20. On October 20, 2017, according to Defendant Weathers' billing statements,

Plaintiff retained Defendant Weathers to represent him in the wrongful death action:

Note: Paralegal time was not included as a courtesy to client.

CREDITS:	10/20/17	Retainer	- \$500.00
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21. On October 24, 2017, the motion for judgment was filed with the Berkeley County Clerk of Court.

22. On November 15, 2017, a motions roster notice was sent out setting the motion for judgment hearing for November 28, 2017. The next day, November 16, 2017, plaintiff's counsel in the wrongful death action mailed a motion for a continuance of that hearing.

23. On December 28, 2017, Defendant Beauford filed a notice of appearance in the wrongful death action.

24. On December 29, 2017, Defendant Beauford filed a motion to set aside the default in the wrongful death action.

25. On January 9, 2018, Defendant Beauford signed an Answer for Plaintiff in the wrongful death action, which was filed on January 12, 2018.

26. On January 16, 2018, Defendant Beauford filed an action on behalf of Rory Magwood and Plaintiff to quiet title for one (1) of the properties transferred above. (TMS #248-00-02-064, Civil Action 2018-CP-08-77).

27. On February 15, 2018, a hearing was held on Defendant Beauford's motion to set aside default. There is no indication that Plaintiff attended or was notified of the hearing. (Defendant Beauford's January 2, 2019 invoice indicates the hearing was held on February 14, 2018).

28. Defendant Beauford's January 2, 2019 invoice indicates he called Plaintiff on February 21, 2018 to discuss the results of the hearing.

29. On February 22, 2018, Defendant Weathers' invoices indicate he met with Plaintiff and opened his file for representation, although his invoices indicate he was paid a retainer on October 20, 2017.

30. On February 26, 2018, Defendant Beauford's January 2, 2019 invoice indicates Plaintiff went to his office to say he wanted another attorney.

31. That same day, Defendant Weathers' invoices indicate he reviewed the file and an order of substitution. However, Defendant Beauford's January 2, 2019 invoice shows he did not prepare documents for "new attorney" until February 28, 2018 – the same day Plaintiff allegedly went in to sign the substitution.

32. In total, Plaintiff paid Defendant Beauford the following payments:

a.	October 4, 2017	\$75.00
b.	September 5, 2017	\$1,500.00
c.	December 27, 2017	\$1,500.00
d.	January 11, 2018	\$200.00
e.	March 28, 2018	\$100.00
f.	June 18, 2018	\$100.00
g.	August 3, 2018	\$2,500.00
h.	November 15, 2018	<u>\$500.00</u>
		\$6,475.00

33. On March 9, 2018, Defendant Weathers filed the Substitution of Counsel.

34. On March 12, 2018, Defendant Weathers' invoices indicate he drafted a request for a continuance, although he did not indicate what he was seeking to continue. (Defendant Weathers' March 19, 2018 invoice adds up to \$725.00 – not \$775.00, even with paralegal time. Notably, the invoice says it did not include paralegal time as a courtesy, so the total bill should have been \$675.00).

35. On March 15, 2018, the order denying Plaintiff's motion to set aside default was signed, and it was filed on March 19, 2018. Notably, that Order found the primary reason for denying Plaintiff's motion to set aside default because:

This Court finds that [Plaintiff] was served with the form Summons clearly notifying [Plaintiff] of the necessity of filing an answer within thirty days of service and that [Plaintiff] clearly understood the meaning of the Summons especially since [Plaintiff], *by and through his counsel, transferred most if not all of the real property to a life estate between October 13, 2017 and December 14, 2017.*

(emphasis added).

36. On March 28, 2018, Defendant Weathers' invoices indicate that he reviewed the order and met with Plaintiff. That same day, Plaintiff made a \$275.00 payment to Defendant Weathers. He also made a \$100.00 payment to Defendant Beauford.

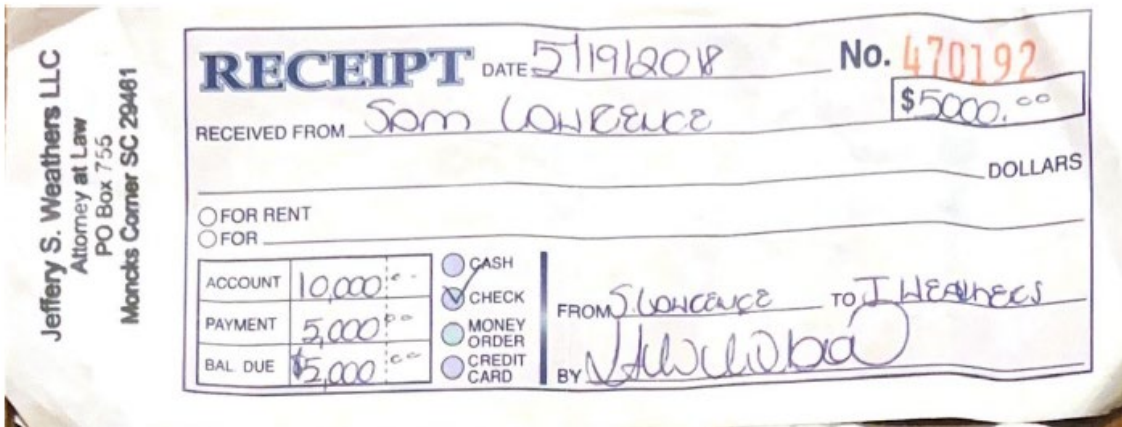
37. On March 29, 2018, Defendant Weathers drafted a Rule 59(e), SCRCF, motion ("motion to reconsider"), which was signed on April 1, 2018. Critically, that motion stated, "Per the Order, the only grounds for the denial of [Plaintiff's] motion is [*sic*] elderly and had sought out estate advice from his probate attorney." That motion was filed on April 4, 2018.

38. On April 10, 2018, Defendant Weathers attended a hearing on his motion. That same day, a Form 4 Order was issued, denying the motion to reconsider, which was filed on April 12, 2018.

39. On May 12, 2018, Defendant Weathers signed a Notice of Appeal, which was filed on May 15, 2018.

40. The next day, on May 16, 2018, a Form 4 Order continuing the motion for judgment was signed and filed.

41. On May 19, 2018, Plaintiff paid \$5,000.00 to Defendant Weathers (for a \$10,000.00 balance according to his receipts):

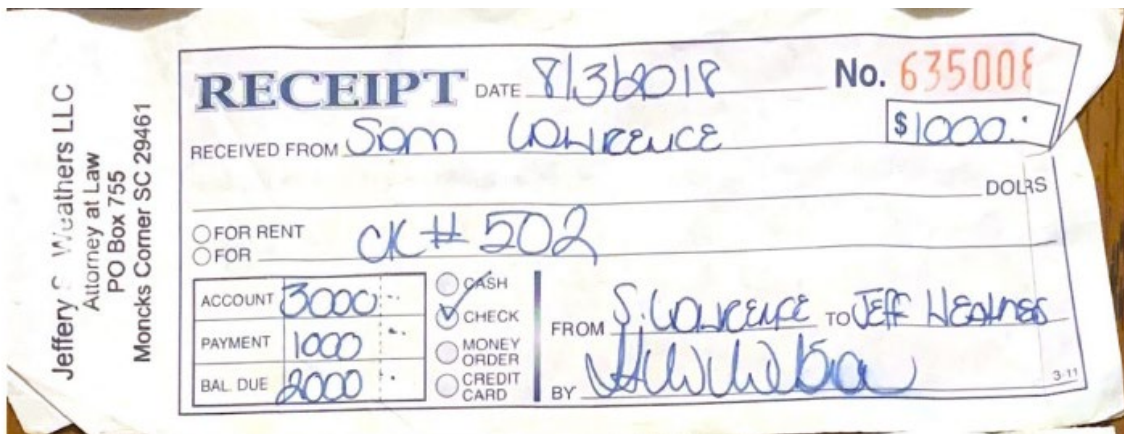


42. On May 27, 2018, Defendant Weathers issued an invoice to Plaintiff, which did not show the May 1, 2018 payment from Plaintiff for \$1,000.00, nor the \$10,000.00 balance.

43. On June 20, 2018, the South Carolina Court of Appeals issued an Order dismissing the appeal, which was a voluntary dismissal. That Order was filed on July 9, 2018.

44. On July 4, 2018, Defendant Weathers signed a Rule 60(b), SCRPC, motion in the wrongful death action. That motion was filed on July 13, 2018.

45. On August 3, 2018, Plaintiff paid Defendant Weathers \$1,000.00 (for a \$3,000.00 balance according to receipts):



46. On August 10, 2018, an Order quieting title for the property conveyed on October 11, 2017 was filed.

47. On September 21, 2018, Plaintiff paid Defendant Weathers \$500.00 (with a remaining \$2,000.00 balance according to receipts).

48. On October 25, 2018, Plaintiff paid Defendant Weathers \$1,500.00 (with a \$0 balance remaining according to receipts).

49. On November 15, 2018, Plaintiff paid \$500.00 to Defendant Beauford, although the receipt does not indicate any remaining balance or the payment's purpose.

50. On December 17, 2018, Defendant Weathers filed a Rule 40(j), SCRCF, dismissal in the 2016-CP-08-2902 action where he sued Plaintiff.

51. On January 13, 2021, a damages hearing was held on the motion for judgment. The Order from that hearing indicates the Rule 60(b), SCRCF, motion was voluntarily withdrawn. The Order also indicates Defendant Weathers was present but not Plaintiff.

52. On February 1, 2021, an order for damages was filed and judgment entered against Plaintiff in the amount of \$1,000,000.00.

53. On August 17, 2022, a motion for execution of the judgment was filed.

54. Thereafter, in late 2023, Plaintiff went to execute a real property transaction when he was notified from his closing attorney about the pending judgment, which neither Defendant told him about or provided him with.

55. Rule 1.2(d) of the South Carolina Rules of Professional Conduct states, “[a] lawyer **shall not** counsel a client **to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent**, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.”

56. There is no dispute that Defendant Beauford – by his own records – met with Plaintiff on October 4, 2017 regarding the wrongful death action. At that time, Plaintiff was in default and his personal assets, including real property, would be subject to any judgment(s). *See* S.C. Code Ann. § 15-35-810.

57. For that reason, the subsequent transfers, which Defendant Beauford not only counseled Plaintiff to conduct, but assisted in, were fraudulent under S.C. Code Ann. § 27-23-10.¹²

58. Additionally, Rule 1.4 of the South Carolina Rules of Professional Conduct states in part that, “(a) A lawyer ***shall***: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(g), is required by these Rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and ... (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.” (emphasis added).

¹ *See* Rule 1.2, RPC, Rule 407, SCACR, n. 10 (“When the client's course of action has already begun and is continuing, the lawyer's responsibility is especially delicate. ***The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed.*** A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The lawyer must, therefore, withdraw from the representation of the client in the matter. *See* Rule 1.16(a). ***In some cases, withdrawal alone might be insufficient. It may be necessary for the lawyer to give notice of the fact of withdrawal and to disaffirm any opinion, document, affirmation or the like.*** *See* Rule 4.1.”) (emphasis added).

² *See also* Rule 1.2, RPC, Rule 407, SCACR n. 12 (“Paragraph (d) applies whether or not the defrauded party is a party to the transaction. ***Hence, a lawyer must not participate in a sham transaction such as, for example, a transaction to effectuate criminal or fraudulent avoidance of tax liability[.]***”).

59. There is no indication that Defendant Weathers ever consulted with, discussed, or obtained Plaintiff's consent prior to voluntarily dismissing Plaintiff's appeal, nor is there any indication he discussed any subsequent appeals.

60. More importantly, after the judgment was obtained, there is no indication that Defendant Weathers discussed a Rule 60(b), SCRCF, motion with Plaintiff, which would have been proper at that time given a judgment was entered.

61. Rule 1.15(i) of the Rules of Professional Conduct states:

Absent any obligation to retain a client's file which is imposed by law, court order, or rules of a tribunal, a lawyer shall securely store a client's file for a minimum of six (6) years after completion or termination of the representation unless:

- (1) the lawyer delivers the file to the client or the client's designee; or
- (2) the client authorizes destruction of the file in a writing signed by the client, and there are no pending or threatened legal proceedings known to the lawyer that relate to the matter.

If the client does not request the file within six (6) years after completion or termination of the representation, the file may be deemed abandoned by the client and may be destroyed unless there are pending or threatened legal proceedings known to the lawyer that relate to the matter. A lawyer who elects to destroy files shall do so in a manner which protects client confidentiality.

62. When undersigned counsel contacted Defendants Beauford and Weathers and asked them for their files, Defendant Beauford providing one (1) invoice, one (1) deed (although he drafted and filed six (6)), and only three (3) receipts out of the (at least) eight (8) payments to Defendant Beauford. Notably, he did not retain a copy of the fee agreement or contract of representation.

63. Defendant Weathers gave a myriad of excuses regarding his noncompliance, including that the file may be in his family's "farm house." Defendant never responded to an additional eight (3) request for Plaintiff's file. Defendant Weathers never provided any documentation from his representation of Plaintiff.

64. Although Plaintiff was in default at the time he met with Defendants regarding representation, in violation of Rules 1.2 and 1.4, Defendants encouraged Plaintiff – and assisted him with – to fraudulently transfer his real property to avoid a personal judgment. These acts were the specific reason the trial court denied Plaintiff’s motion to set aside default and failed to protect Plaintiff from the judgment in the wrongful death action. Defendants never told Plaintiff about the reason for the court’s denial of setting aside the default.

65. Defendant Weathers never told Plaintiff about the dismissal of the appeal and, upon information and belief, dismissed it without Plaintiff’s permission. Additionally, he never told Plaintiff about the Rule 60(b), SCRCF motion and dismissed it without Plaintiff’s permission.

66. Defendant Weathers also failed to timely file an appeal or Rule 60(b), SCRCF motion after the judgment was entered against Plaintiff.

67. But for Defendants’ legal malpractice, Plaintiff had good cause to set aside the default, and he had grounds with merit to file a Rule 60(b), SCRCF motion and appeal regarding the subsequent judgment entered against him.

68. Notably, though, Defendants failed to protect Plaintiff’s real property, which is what they assured him would happen through their fraudulent concealment.

69. Moreover, not only did Defendants fail to adequately advise Plaintiff of their fraudulent actions, but they also charged him unreasonable fees and failed to adequately maintain their timekeeping records and invoices for Plaintiff’s file. Neither Defendant has provided a fee agreement or contract of representation for their representation of Plaintiff.

70. Additionally, Defendant Weathers undertook his representation of Plaintiff at the same time he had sued him in a quiet title action.

FOR A FIRST CAUSE OF ACTION
(Legal Malpractice)

71. Plaintiff realleges and restates each and every allegation of the preceding paragraphs as fully as if written and restated herein verbatim.

72. At all times relevant hereto, Plaintiff and Defendants were in an attorney-client relationship by virtue of which Defendants owed duties to Plaintiff.

73. The duties Defendants owed to Plaintiff included, but were not limited to, the duty to possess and to exercise the same degree of care, skill and learning as would be expected of a reasonable and competent attorney under the same or similar circumstances and to act in a diligent manner when representing a client.

74. As is fully detailed above, Defendants breached their duties to Plaintiff and otherwise acted in a negligent, grossly negligent, wilful, wanton and reckless manner in a number of particulars, including but not limited to the following violations of the South Carolina Rules of Professional Conduct:

- a. In violating Rule 1.1-Competence;
- b. In violating Rule 1.2-Scope of Representation;
- c. In violating Rule 1.4-Communication;
- d. In violating Rule 1.5 Fees
- e. In violating Rule 1.7-Conflict of Interest;
- f. In violating Rule 1.15-Safekeeping Property;
- g. In violating Rule 1.16-Declining or Terminating Representation;
- h. In violating Rule 2.1-Advisor;
- i. In violating Rule 3.2-Expediting Litigation;
- j. In violating Rule 3.3-Candor Toward the Tribunal;

- k. In violating Rule 4.1-Truthfulness in Statements to Others;
- l. In violating Rule 8.4-Misconduct; and
- m. In such other particulars as the evidence in the case may demonstrate.

75. As a direct and proximate result of Defendants' conduct, Plaintiff was denied his right to show the trial court "good cause" for his default, as well as present the fraudulent actions of Defendants' to assert the same, and his right to a fair and just resolution of the allegations in the wrongful death action were terminated with prejudice.

76. Therefore, Plaintiff is entitled to judgment against Defendants, jointly and severally for actual and punitive damages for legal malpractice.³

FOR A SECOND CAUSE OF ACTION
(Civil Conspiracy)

77. Plaintiff realleges and restates each and every allegation of the preceding paragraphs as fully as if written and restated herein verbatim.

78. Defendants conspired together for the purpose of injuring Plaintiff.

79. Plaintiff has suffered special damages in that he has been forced to incur legal expense in an effort to stop these unlawful actions and Plaintiff's damages are different and unique as compared to his other causes of action listed herein.

80. Plaintiff is entitled to and prays for an award of damages against Defendants, jointly and severally, for all losses suffered herein, including special damages, as well as an award of punitive damages in an amount deemed sufficient by a jury to impress upon these Defendants the seriousness of their conduct and to deter such similar conduct in the future.

³ An expert affidavit is attached hereto.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants, jointly and severally, for actual damages, punitive damages, special damages, and consequential damages in an amount to be determined by a jury at the trial of this action, attorneys' fees and costs, and for such other and further relief as this Court may deem just and proper.

HOPKINS LAW FIRM, LLC

J. Clay Hopkins

J. Clay Hopkins, SC Bar #102053
clay@hopkinsfirm.com
Dorie L. Sapp, SC Bar # 103921
dorie@hopkinsfirm.com
171 Church Street, Suite 160
Charleston, SC 29401
(843) 823-7558 - Telephone
(843) 314-9365 – Facsimile

Attorneys for Plaintiffs

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