

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2026-CP-10-_____

Brian M. Burton,
Plaintiff,
vs.
POULIN | WILLEY | ANASTOPOULO, LLC, Lane
D. Jefferies, Esq., and Chase H. Coble, Esq.,
Defendants.

SUMMONS

TO: DEFENDANT POULIN | WILLEY | ANASTOPOULO, LLC:

YOU ARE HEREBY SUMMONED and required to answer the Verified Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint on the Plaintiff's attorney within (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Verified Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Verified Complaint.

/s/ Thomas A. Pendarvis
Thomas A. Pendarvis (SC Bar #64918)
PENDARVIS LAW OFFICES, P.C.
710 Boundary St., Unit 1
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Counsel for Plaintiff

Beaufort, South Carolina

March 23, 2026

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Defendants.

SUMMONS

TO: DEFENDANT LANE D. JEFFERIES, ESQ.:

YOU ARE HEREBY SUMMONED and required to answer the Verified Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint on the Plaintiff's attorney within (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Verified Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Verified Complaint.

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POULIN | WILLEY | ANASTOPOULO, LLC, Lane
D. Jefferies, Esq., and Chase H. Coble, Esq.,
Defendants.

SUMMONS

TO: DEFENDANT CHASE H. COBLE, ESQ.:

YOU ARE HEREBY SUMMONED and required to answer the Verified Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Complaint on the Plaintiff's attorney within (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Verified Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Verified Complaint.

/s/ Thomas A. Pendarvis
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Counsel for Plaintiff

Beaufort, South Carolina

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Brian M. Burton,
 Plaintiff,
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 POULIN | WILLEY | ANASTOPOULO, LLC, Lane
 D. Jefferies, Esq., and Chase H. Coble, Esq.,
 Defendants.

VERIFIED COMPLAINT
(Jury Trial Demanded)

- 1. Unfair Trade Practices Act violation**
- 2. Breach of Fiduciary Duty**
- 3. Legal Professional Negligence**
- 4. Breach of Contract**

Plaintiff Brian M. Burton, complaining of Defendants POULIN | WILLEY | ANASTOPOULO, LLC, Lane D. Jefferies, Esq., and Chase H. Coble, Esq., would respectfully allege and state to the Court facts sufficient to constitute multiple causes of action against the Defendants as follows:

SUMMARY OF THE CASE

1. This action arises from the egregious and unconscionable conduct of Defendants POULIN | WILLEY | ANASTOPOULO, LLC (“Poulin Willey”), one of its managing Members, Lane D. Jefferies, Esq. (“Mr. Jeffries”), and one of its associate lawyers, Chase H. Coble, Esq. (“Mr. Coble”), all of whom failed to uphold their professional, fiduciary, and contractual obligations to Plaintiff Brian M. Burton (“Mr. Burton”) during their representation of him in a personal injury matter.

Poulin Willey, a law firm that aggressively markets itself as a champion for clients, promising “respect and results” and “genuine care,” engaged in a pattern of gross negligence, unprofessional conduct, and deceptive practices that not only betrayed Mr. Burton’s trust but also caused him significant financial and emotional harm. Despite their public assurances of competence and dedication, Poulin Willey failed to meet even the most basic standards of legal representation.

Poulin Willey’s misconduct included neglecting critical deadlines, failing to communicate with Mr. Burton, and subjecting him to a revolving door of lawyers and staff with no continuity or oversight. Most shockingly, during a critical mediation, Defendant Chase H. Coble, Esq. (“Mr.

Coble”), appeared intoxicated, exposed himself, fell asleep, and ultimately abandoned Mr. Burton’s case, leaving him to navigate the process alone.

Mr. Jeffries, one of Poulin Willey’s managing Members, was responsible for supervising other lawyers within the firm, including Mr. Coble. Despite being aware of Mr. Coble’s alcohol and/or substance abuse issues, Mr. Jefferies permitted him to represent Mr. Burton during critical proceedings, including the mediation. This decision demonstrated a reckless disregard for Mr. Burton’s interests and further underscored the systemic failures in Poulin Willey’s management and oversight. The firm’s lack of adequate supervision and its decision to allow an impaired lawyer to handle Mr. Burton’s case were emblematic of broader deficiencies in its management system, which failed to ensure compliance with professional standards and the Rules of Professional Conduct.

Poulin Willey’s actions were not isolated incidents but part of a broader pattern of unfair and deceptive practices that are capable of repetition and pose a significant risk to the public interest. Their conduct violated the South Carolina Unfair Trade Practices Act, breached their fiduciary duties to Mr. Burton, and constituted legal professional negligence and breach of contract.

As a direct result of the Defendants’ willful and reckless misconduct, Mr. Burton suffered substantial financial losses, emotional distress, and irreparable harm to his legal claims. This lawsuit seeks to hold the Defendants accountable for their actions, to recover damages for Mr. Burton’s losses, and to deter similar misconduct in the future.

Mr. Burton respectfully requests that this Court award him actual, consequential, and punitive damages, as well as treble damages and attorneys’ fees under the South Carolina Unfair Trade Practices Act, to ensure that justice is served and that the Defendants are held to account for their egregious violations of their professional and legal obligations.

PARTIES

2. Defendant POULIN | WILLEY | ANASTOPOULO, LLC is a law firm organized as a South Carolina limited liability company and has an office in Charleston County, South Carolina.

3. Defendant Lane D. Jefferies, Esq. is, upon information and belief, a citizen and resident of Charleston County, South Carolina, and is licensed to practice law in South Carolina.

At all times material to the allegations in this Verified Complaint, Mr. Coble was practicing law under the auspices of Poulin Willey.

4. Defendant Chase H. Coble, Esq. is, upon information and belief, a citizen and resident of Charleston County, South Carolina, and is licensed to practice law in South Carolina. At all times material to the allegations in this Verified Complaint, Mr. Coble was practicing law under the auspices of Poulin Willey.

5. Plaintiff Brian M. Burton is a citizen and resident of Horry County, South Carolina.

JURISDICTION

6. The Circuit Court has jurisdiction based upon Article V of the South Carolina Constitution, S.C. CODE ANN. §§ 36-2-802 and 36-2-803 (1976), and its plenary powers.

VENUE

7. Venue in Charleston County is proper under S.C. CODE ANN. § 15-7-30 because Mr. Coble resides and practices law in Charleston County, South Carolina; Poulin Willey maintains offices in Charleston County; and a portion of the acts and events complained of occurred within Charleston County.

FACTS

8. Poulin Willey runs aggressive, “get your free consultation” campaigns across TV, radio, billboards, digital, and even SMS marketing—with opt-in tick boxes for text messages on their website.

9. Poulin Willey’s website posts these statements:

- *“Need a lawyer that will give you the respect and results that you deserve? Contact one of our legal professionals today. We are available 24/7.”*
- *“A key factor in the firm’s success is its **genuine care for both its clients and employees, emphasizing the importance of its team.**”*

10. Poulin Willey’s LinkedIn page states, *“When it matters, call us because there is no second place in litigation.”*

11. In 2022, Poulin Willey entered NIL (Name, Image, Likeness) sponsorships with

NCAA football players at the University of South Carolina and the University of Georgia. That campaign—"Go Big"—included billboards, radio, digital, and TV.

12. Between 2022 – 2024, more than seven lawyers (and probably many more) left their employment with Poulin Willey.

13. On March 18, 2023, Brittany Hill ("Ms. Hill") and Mr. Burton were involved in a motor vehicle collision on Robert Edge Parkway in North Myrtle Beach, South Carolina, when both attempted to turn left onto Highway 17. Ms. Hill improperly crossed into Mr. Burton's lane and collided with Mr. Burton's vehicle (referred to as "the Accident").

14. Before February 23, 2024, Poulin Willey and its lawyers accepted the representation of Mr. Burton to pursue a financial recovery on Mr. Burton's personal injury claim arising from the Accident.

15. During Poulin Willey and its lawyers' representation, one of its lawyers, named Isaiah Milligan-Smith, Esq., advised Mr. Burton that Ms. Hill had a \$250,000 insurance policy, and that based on the available evidence, they should recover all the \$250,000.

16. On February 23, 2024, Frederick J. Mogab, Esq., a lawyer practicing with Poulin Willey, filed a Summons & Complaint on behalf of Mr. Burton against Ms. Hill in the Horry County Court of Common Pleas, initiating a civil action on Mr. Burton's behalf, asserting the personal injury claims arising from the Accident.

17. Mr. Mogab did not speak with Mr. Burton before filing the Summons & Complaint.

18. On May 23, 2024, counsel for Ms. Hill filed an Answer to the Complaint and served her First Set of Interrogatories and First Set of Requests for Production on the lawyers with Poulin Willey. Mr. Burton's responses to Ms. Hill's discovery requests were due on or about June 23, 2024.

19. Neither Mr. Mogab, Mr. Milligan-Smith, nor any of the other lawyers at Poulin Willey informed Mr. Burton about Ms. Hill's discovery requests.

20. Neither Mr. Mogab, Mr. Milligan-Smith, nor any of the other lawyers at Poulin Willey requested an extension from the lawyers representing Ms. Hill, nor did they serve responses on behalf of Mr. Burton by June 23, 2024.

21. On September 10, 2024, counsel for Ms. Hill sent a consultation letter under Rule 11, SCRPC, regarding the overdue responses to Ms. Hill's First Set of Interrogatories and Requests for Production.

22. Neither Mr. Mogab, Mr. Milligan-Smith, nor any of the other lawyers at Poulin Willey served Mr. Burton's responses to Ms. Hill's discovery requests before September 26, 2024.

23. On September 26, 2024, lawyers representing Ms. Hill filed a Motion to Compel Discovery Responses against Mr. Burton, citing failure to respond to discovery requests served on May 23, 2024, and attached the Rule 11 consultation letter as an Exhibit.

24. On October 25, 2024, Poulin Willey filed a "Notice of Transfer Within Firm" advising that Samuel D. Bennett, Esq., "is now lead counsel for Plaintiff."

25. Neither Mr. Mogab, Mr. Milligan-Smith, Mr. Bennett, nor any of the other lawyers at Poulin Willey informed Mr. Burton of Poulin Willey's decision to have Mr. Bennett take over the representation.

26. During the representation, the lawyers at Poulin Willey:

- A. Rarely returned Mr. Burton's calls;
- B. Failed to maintain consistent communication with Mr. Burton, resulting in a three-to-four-month period during which Mr. Burton received no updates on his case despite repeated attempts to contact the lawyers at Poulin Willey to find out the status of this case;
- C. Subjected Mr. Burton to a lack of continuity in representation, as he never spoke to the same lawyer twice and was shuffled between various lawyers, assistants, and paralegals without clear coordination or oversight; and
- D. Did not maintain regular business operation hours for their offices in Myrtle Beach, as Mr. Burton went to their offices in Myrtle Beach during regular business hours, but the doors were locked, and no one was present, relegating Mr. Burton to leave a note on the front door requesting a call.

27. Someone with Poulin Willey informed Mr. Burton that a mediation had been scheduled to begin at 10 AM on May 2, 2025, at an unrelated law firm located in Myrtle Beach

and gave him the address for the mediation.

28. On the morning of May 2, 2025, Mr. Burton left home early to ensure he would arrive at the mediation on time, but using the address that Poulin Willey provided, he could not locate the law firm where the mediation was to take place. Mr. Burton called the Poulin Willey offices several times and finally obtained the correct address.

29. Mr. Burton arrived at the offices where the mediation was being held around 10:02 AM, just a few minutes after it was scheduled to begin. When he arrived, Mr. Burton learned that although the mediator, opposing counsel, and the adjuster for Ms. Hill were present, neither Mr. Bennett nor any other lawyer from Poulin Willey was there.

30. Mr. Burton was waiting in a room by himself, and Ms. Hill, her lawyer, and her insurance carrier's adjuster were in another room.

31. By 10:35 AM, no lawyer from Poulin Willey had arrived or even called Mr. Burton or the mediator.

32. Around 10:35 AM, Mr. Burton called Poulin Willey to let them know that no lawyer had appeared at the mediation.

33. About 10:45 AM, the mediator came into Mr. Burton's room with a laptop, advising, "*Your attorney is on Zoom.*" The Poulin Willey lawyer on the Zoom session was Mr. Coble.

34. To Mr. Burton's knowledge, Mr. Coble had no involvement whatsoever in representing Mr. Burton until the mediation on May 2, 2025.

35. Mr. Coble made an opening settlement demand of \$100,000, which was four times the available insurance policy limits of \$25,000. This surprised Mr. Burton, prompting him to request that the mediator leave the room so he could speak with Mr. Coble privately. After a short discussion, Mr. Coble told Mr. Burton that he needed to contact another Poulin Willey lawyer to discuss Mr. Burton's case.

36. While Mr. Coble was discussing the case with the other Poulin Willey lawyer, Mr. Coble did not turn off the camera but did mute the microphone.

37. While Mr. Coble was discussing the case with the other Poulin Willey lawyer, Mr.

Coble was drinking a beer and using a vape.

38. While Mr. Coble was apparently discussing the case with the other Poulin Willey lawyer, Mr. Coble stood up and walked away from the camera, revealing that he was wearing a buttoned shirt and a suit jacket but was *not wearing any pants*.

39. When Mr. Coble returned to the camera, he propped his feet up on the desk, still wearing no pants, with the camera angles straight at his crotch, exposing his genitalia.

40. After a while, Mr. Coble put his feet down, stared at the camera, rubbed his eyes, and fell asleep.

41. Mr. Coble slept for 4 to 5 minutes before waking up and ending the virtual mediation connection.

42. Mr. Burton notified the mediator that Mr. Coble was no longer on the virtual link.

43. In an effort to continue the mediation, the mediator contacted Poulin Willey to get Mr. Coble's cell phone number.

44. Once the number was available, the mediator had Mr. Burton call Mr. Coble while the mediator attempted to reestablish the virtual connection.

45. Mr. Coble answered the call, saying, "*Yeah?*" with speech that was slurred and almost unintelligible.

46. Mr. Burton responded, saying words to the effect, "*This is Brian Burton, and we were on Zoom for the mediation, and you turned the Zoom off.*"

47. While Mr. Burton was still on the call with Mr. Coble, Mr. Burton informed the mediator that Mr. Coble had been drinking and that he did not wish to move forward with the mediation.

48. Mr. Coble heard Mr. Burton's comments to the mediator and responded, admitting that he had "*been drinking a little this morning.*"

49. The mediator suspended the mediation.

50. Mr. Burton contacted Poulin Willey multiple times over the next two days, asking to speak with someone higher up to discuss his case.

51. On May 6, 2025, Lane D. Jeffries, Esq., a lawyer with Poulin Willey, took Mr. Burton's call.

52. Although Mr. Jeffries "apologized" to Mr. Burton, he sounded like this was not a big deal and acknowledged that Poulin Willey was aware that Mr. Coble had a drinking problem and wanted to help him.

53. During the conversation, Mr. Burton made a monetary demand and advised Mr. Jeffries that if the demand was not accepted, he planned on filing a disciplinary complaint. Mr. Jeffrey advised that he get back in touch with Mr. Burton after speaking with his partners.

54. On May 7, 2025, Mr. Burton received an email from Mr. Jeffries rejecting Mr. Burton's demand.

55. In the May 7, 2025 email, Mr. Jeffries advised Mr. Burton that they were filing a motion to be relieved as his counsel, falsely claiming that Mr. Burton's demand for payment of money and threat to file a disciplinary complaint, "*is specifically forbidden by our rules of ethics.*"

56. Rule 4.5 of the Rules of Professional Conduct governing lawyers practicing in South Carolina generally provides that lawyers are prohibited from threatening "professional disciplinary charges solely to obtain an advantage in a civil matter."

57. Mr. Jeffries' statement to Mr. Burton was false because it implied that Mr. Burton, who is not a lawyer, was somehow governed by Rule 4.5, RPC, Rule 407, SCACR, which only prohibits *lawyers* from threatening "professional disciplinary charges solely to obtain an advantage in a civil matter."

58. Because Mr. Burton is not a lawyer, he is not governed by the South Carolina Rules of Professional Conduct.

59. Mr. Jeffries' statements in his email to Mr. Burton claiming that Mr. Burton's demand for payment of money and threat to file a disciplinary complaint, "*is specifically forbidden by our rules of ethics*" were and are false and deceptive.

60. On May 9, 2025, Poulin Willey, Mr. Bennett, and Mr. Jeffries filed a motion asking the court to relieve them as counsel for Mr. Burton, arguing that Mr. Burton "*has insisted that attorneys engage in a course of conduct which attorneys are informed and believe, is not permitted*

under the applicable ethics rules.”

61. Those statements made in Poulin Willey’s Motion to Be Relieved as Counsel filed on May 9, 2025, were and are false, deceptive, and inaccurate because Rule 4.5, RPC, Rule 407, SCACR, do not govern or apply to actions or statements by Mr. Burton because he is not a lawyer.

62. On July 2, 2025, the trial court issued an Order granting Poulin Willey’s motion to be relieved as counsel on the sole grounds as stated in Poulin Willey’s motion that Mr. Burton *“has insisted that attorneys engage in a course of conduct which attorneys are informed and believe, is not permitted under the applicable ethics rules.”*

63. Mr. Burton contacted multiple lawyers asking if they would take over the representation, but was unable to find a lawyer willing to take over, which was likely due to the advanced stage of the litigation, Poulin Willey’s charging lien in their fee agreement, and other factors.

64. Without counsel, Mr. Burton was able to negotiate a settlement of his claims against Ms. Hill, but was able to recover only \$500 of the otherwise available \$25,000 in coverage.

65. Poulin Willey’s acts and omissions were unfair and deceptive because they did not provide Mr. Burton with *“the respect and results”* as they had advertised.

66. Poulin Willey and Mr. Jefferies prioritized the financial interests of the firm over their obligation to provide competent and ethical legal representation to their clients, including Mr. Burton. Specifically, PWA and Mr. Jefferies implemented and maintained a business model that emphasized aggressive marketing and high client volume at the expense of quality legal services. This profit-driven approach resulted in systemic deficiencies, including inadequate supervision of lawyers and staff, insufficient resources allocated to client matters, and a lack of continuity in representation.

67. Despite being aware of these systemic issues, Mr. Jefferies, as a managing Member of PWA, failed to take corrective action and instead perpetuated a culture that devalued the firm’s fiduciary obligations to its clients. By knowingly allowing an impaired lawyer, Mr. Coble, to represent Mr. Burton during critical proceedings, and by failing to address the broader management failures within the firm, PWA and Mr. Jefferies placed their financial interests above the trust and confidence placed in them by Mr. Burton, causing him significant harm.

68. This conduct violated the South Carolina Unfair Trade Practices Act and was a breach of the fiduciary duty of loyalty and care owed to Mr. Burton, separate and distinct from the professional negligence claim arising from Mr. Coble's mishandling of the mediation.

FOR A FIRST CAUSE OF ACTION
(Violation of The South Carolina Unfair Trade Practices Act)

69. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

70. This is a cause of action under the South Carolina Unfair Trade Practice Act, S.C. CODE ANN. §39-5-10, et seq.

71. Defendants engaged in trade or commerce in South Carolina, including practicing law in representing the Defendants' client, Mr. Burton.

72. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including advertising and promoting their legal services as providing "respect and results" and "genuine care" for clients, while failing to deliver competent, diligent, and professional legal representation to Mr. Burton.

73. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including misleading the public, including Mr. Burton, by claiming to be available "24/7" and emphasizing their commitment to clients, while failing to maintain consistent communication with Mr. Burton and neglecting his case for extended periods.

74. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including creating a false impression of professionalism and competence through aggressive marketing campaigns, including statements such as "there is no second place in litigation," while failing to meet even the minimum standards of legal practice in their representation of Mr. Burton.

75. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including allowing a lawyer with known alcohol impairment issues, Mr. Coble, to represent Mr. Burton during a critical mediation, thereby jeopardizing Mr. Burton's legal claims and undermining the integrity of the legal process.

76. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade

or commerce, including engaging in grossly unprofessional conduct during the mediation, including Mr. Coble consuming alcohol, exposing himself, falling asleep, and failing to competently represent Mr. Burton's interests.

77. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including misrepresenting the ethical obligations of Mr. Burton, to Mr. Burton, a non-lawyer, and to the trial court in an attempt to justify their withdrawal as counsel, thereby misleading and deceiving Mr. Burton.

78. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including failing to adequately supervise their attorneys and staff, despite knowledge of Mr. Coble's alcohol impairment issues, and allowing such misconduct to occur during the representation of Mr. Burton.

79. Defendants engaged in unfair and deceptive acts or practices in the conduct of trade or commerce, including prioritizing their own financial and reputational interests over their fiduciary and professional obligations to Mr. Burton, including filing a motion to withdraw as counsel based on false and deceptive claims.

80. The Defendants' unfair and deceptive acts and practices were willful, knowing, and undertaken with reckless disregard for the rights and interests of Mr. Burton and other clients.

81. The Defendants' conduct is capable of repetition and poses a significant risk to the public interest, as it reflects a pattern of behavior that could harm other clients and undermine the integrity of the legal profession.

82. As a direct and proximate result of the Defendants' unfair and deceptive acts and practices, Mr. Burton has suffered an ascertainable loss of money and property, including but not limited to:

- a. Financial losses resulting from the mishandling of his personal injury claim;
- b. Emotional distress and mental anguish caused by the Defendants' conduct;
- c. Additional expenses incurred in attempting to resolve his claims without competent legal representation; and
- d. Other actual, consequential, and incidental damages to be determined at

trial.

83. Pursuant to S.C. CODE ANN. § 39-5-140, Mr. Burton is entitled to recover treble damages, attorneys' fees, and costs due to the willful and knowing nature of the Defendants' conduct.

84. The Defendants' actions and omissions, as described herein, constitute a clear violation of the South Carolina Unfair Trade Practices Act and warrant the imposition of significant damages to deter such conduct in the future.

85. WHEREFORE, Plaintiff Brian M. Burton is entitled to and requests an award under this Unfair Trade Practices Act claim against the Defendants POULIN | WILLEY | ANASTOPOULO, LLC, Lane D. Jeffries, Esq., and Chase H. Coble, Esq., jointly and severally, for actual damages, consequential damages, pre-judgment interest, court costs; and such other and further relief the Court deems just and proper. Further, Mr. Burton is entitled to and requests an award of treble damages, legal fees, and costs, for the Defendants' willful conduct and statutory violation.

FOR A SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

79. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

80. At all relevant times, a client-lawyer relationship existed between the Defendants, on the one hand, as the lawyer and the law firm, and Mr. Burton, on the other, as the client.

81. The Defendants owed fiduciary duties to Mr. Burton.

82. The Defendants owed Mr. Burton fiduciary duties of loyalty, requiring the Defendants to act single-mindedly in preserving, prosecuting, and advancing Mr. Burton's rights and interests.

83. The Defendants owed Mr. Burton fiduciary duties of confidentiality, requiring the Defendants to safeguard Mr. Burton's confidences and refrain from using them to his detriment.

84. The Defendants owed Mr. Burton fiduciary duties to act in good faith and deal honestly with Mr. Burton.

85. The Defendants owed Mr. Burton fiduciary duties to avoid conflicts of interest and

to disclose any potential conflicts to Mr. Burton.

86. The Defendants owed Mr. Burton fiduciary duties to provide competent and diligent representation.

87. The Defendants owed Mr. Burton fiduciary duties to communicate with Mr. Burton and keep him informed about the status of his case.

88. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by failing to act with loyalty and diligence by neglecting to respond to discovery requests served by opposing counsel, resulting in the filing of a Motion to Compel Discovery Responses against Mr. Burton.

89. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties Mr. Burton by failing to inform Mr. Burton of the discovery requests, the Motion to Compel, or the potential consequences of noncompliance, thereby depriving him of the opportunity to protect his interests.

90. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by failing to maintain consistent communication with Mr. Burton, leaving him uninformed about the status of his case for extended periods and excluding him from critical decisions.

91. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by subjecting Mr. Burton to a lack of continuity in representation by shuffling him between various lawyers, assistants, and paralegals without clear coordination or oversight.

92. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by allowing Mr. Coble, who they knew had issues with alcohol impairment, to represent Mr. Burton during a critical mediation, thereby jeopardizing Mr. Burton's interests.

93. Mr. Coble failed to meet the minimum standard of conduct and thereby breached his fiduciary duties Mr. Burton by consuming alcoholic beverages during the live virtual mediation session, visibly intoxicated in front of Mr. Burton and the mediator, and falling asleep during the session.

94. Mr. Coble failed to meet the minimum standard of conduct and thereby breached his fiduciary duties Mr. Burton by exposing himself to Mr. Burton during the mediation by standing up without wearing pants, revealing his private areas, and later sitting with his legs propped up in a manner that further exposed himself.

95. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by failing to provide competent representation during the mediation, including making an opening settlement demand that was four times the available insurance policy limits without consulting Mr. Burton.

96. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by misrepresenting the ethical obligations of Mr. Burton, a non-lawyer, in an attempt to justify their withdrawal as counsel, thereby misleading and deceiving Mr. Burton.

97. Poulin Willey failed to meet the minimum standard of conduct and thereby breached their fiduciary duties by failing to adequately supervise the lawyers and staff handling Mr. Burton's case, including Mr. Coble, despite knowledge of his alcohol impairment issues; and

98. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton by failing to act in good faith and deal honestly with Mr. Burton, as evidenced by their conduct throughout the representation.

99. The Defendants failed to meet the minimum standard of conduct and thereby breached their fiduciary duties to Mr. Burton in such other particulars as the evidence in this case may demonstrate.

100. The Defendants' breaches of their fiduciary duties were willful, wanton, and in reckless disregard of Mr. Burton's rights and interests.

101. The Defendants' acts and omissions in breach of their fiduciary duties to Mr. Burton were a substantial factor in causing financial harm to Mr. Burton, and as such, Mr. Burton is entitled to recover actual damages, consequential damages, incidental damages, and pre-judgment interest, , including but not limited to:

- a. Financial losses resulting from the mishandling of his personal injury claim;
- b. Emotional distress and mental anguish caused by the Defendants' conduct;

c. Additional expenses incurred in attempting to resolve his claims without competent legal representation; and

d. Other actual, consequential, and incidental damages to be determined at trial.

102. As a direct and proximate result of the Defendants' carelessness, recklessness, and utter disregard of their fiduciary duties, Mr. Burton is entitled to recover punitive damages from the Defendants.

103. WHEREFORE, Plaintiff, Brian M. Burton prays for judgment on this cause of action for breach of fiduciary duties against Defendants POULIN | WILLEY | ANASTOPOULO, LLC, Lane D. Jeffries, Esq., and Chase H. Coble, Esq., jointly and severally, for actual, consequential, and incidental damages suffered, pre-judgment interest, for punitive damages, and such other relief as the Court may deem reasonable and proper.

FOR A THIRD CAUSE OF ACTION
(Legal Professional Negligence)

104. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

105. At all relevant times, a client-lawyer relationship existed between the Defendants, on one hand as the lawyer and law firm, and Mr. Burton, on the other as the client.

106. The scope of the Defendants' representation of Mr. Burton:

a. Providing competent legal advice concerning Mr. Burton's claims against Brittany Hill arising from the motor vehicle collision on March 18, 2023;

b. Proceeding in a manner reasonably calculated to advance Mr. Burton's lawful objectives, including the preparation, filing, and prosecution of a civil action against Ms. Hill;

c. Competently representing Mr. Burton during all stages of litigation, including discovery, mediation, and trial preparation;

d. Acting with reasonable competence and diligence in the handling of Mr. Burton's case;

- e. Complying with obligations concerning Mr. Burton's confidences and property;
- f. Avoiding impermissible conflicting interests, dealing honestly with Mr. Burton, and refraining from employing advantages arising from the client-lawyer relationship in a manner adverse to Mr. Burton; and
- g. Fulfilling valid contractual obligations to Mr. Burton.

107. The standard of care required the Defendants to use such skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess and exercise in the performance of the tasks which they undertake.

108. To pursue Mr. Burton's claims against Ms. Hill, the standard of care required the Defendants to:

- a. Promptly review all available evidence, including police reports, witness statements, medical records, medical bills, wage statements, and any available evidence.
- b. Conduct a thorough investigation into the circumstances surrounding the Accident.
- c. Maintain active communication with Mr. Burton to avoid leaving him uninformed about developments in his case and excluding him from strategic decisions regarding his claims.
- d. Prepare and develop a robust strategy designed to recover the maximum amount available under the facts and law.
- e. Timely respond to discovery requests and comply with all procedural requirements; and
- f. Provide competent representation during mediation and other critical proceedings.

109. The Defendants failed to meet the minimum standard of care in representing Mr. Burton, and thereby breached their professional duties of competence, diligence, and loyalty, including but not limited to the following:

- a. Failing to timely respond to discovery requests served by opposing counsel, resulting in the filing of a Motion to Compel Discovery Responses against Mr. Burton;
- b. Failing to inform Mr. Burton of the discovery requests, the Motion to Compel, or the potential consequences of noncompliance;
- c. Failing to maintain consistent communication with Mr. Burton, leaving him uninformed about the status of his case for extended periods;
- d. Subjecting Mr. Burton to a lack of continuity in representation by shuffling him between various lawyers, assistants, and paralegals without clear coordination or oversight;
- e. Failing to adequately supervise the lawyers and staff handling Mr. Burton's case, including Mr. Coble, who Poulin Willey knew had issues with alcohol impairment;
- f. Allowing Mr. Coble to represent Mr. Burton during a critical mediation despite knowledge of his alcohol impairment issues;
- g. Consuming multiple alcoholic beverages during the live virtual mediation session, visibly intoxicated in front of Mr. Burton and the mediator;
- h. Falling asleep during the live virtual mediation session, making it difficult for Mr. Burton to communicate with his lawyer;
- i. Exposing himself to Mr. Burton during the mediation by standing up without wearing pants, revealing his private areas, and later sitting with his legs propped up in a manner that further exposed himself;
- j. Failing to provide competent representation during the mediation, including making an opening settlement demand that was four times the available insurance policy limits without consulting Mr. Burton;
- k. Failing to appear in person at the mediation, leaving Mr. Burton to navigate the process alone for an extended period; and
- l. Misrepresenting the ethical obligations of Mr. Burton, a non-lawyer, in an attempt to justify their withdrawal as counsel.

110. Poulin Willey knew or should have known of Mr. Coble's alcohol impairment issues and failed to take appropriate measures to prevent him from representing Mr. Burton in such a critical proceeding.

111. The Defendants failed to meet the minimum standard of care and thereby breached their professional duties to Mr. Burton in such other particulars as the evidence in this case may demonstrate.

112. The Defendants' acts and omissions, as described above, constitute a breach of the professional duties owed to Mr. Burton, including the duties of competence, diligence, loyalty, and communication.

113. As a direct and proximate result of the Defendants' breach of their professional duties, Mr. Burton suffered actual damages, prejudgment interest, and other actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

114. As a direct and proximate result of the Defendants' negligence, gross negligence, carelessness, recklessness, and utter disregard of their fiduciary duties, Mr. Burton is entitled to recover punitive damages from the Defendants.

115. WHEREFORE, Plaintiff Brian M. Burton prays for judgment on this cause of action against Defendants POULIN | WILLEY | ANASTOPOULO, LLC and Chase H. Coble, Esq., jointly and severally, for actual, consequential, and incidental damages suffered, pre-judgment interest, punitive damages, and other relief the Court may deem reasonable and proper.

FOR A FOURTH CAUSE OF ACTION
(Breach of Contract)

116. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

117. Poulin Willey entered into a contract with Mr. Burton, the terms of which the Poulin Willey agreed and contracted to provide competent and prudent legal services.

118. Under the contract, Poulin Willey owed contractual duties to Mr. Burton to provide competent and prudent legal services.

119. Poulin Willey failed to provide competent and prudent legal services, thereby

breaching their contractual duties to Mr. Burton.

120. Poulin Willey failed to provide competent and prudent legal services, thereby breaching their contractual duties to Mr. Burton by other such particulars as the evidence in this case may demonstrate.

121. As a direct and proximate result of Poulin Willey's breach of his contractual duties by the actions and omissions as specified herein, Mr. Burton sustained actual, consequential, incidental, and special damages in an amount to be determined by the jury at the trial of this case.

122. WHEREFORE, Plaintiff Brian M. Burton prays for judgment on this cause of action against Defendant POULIN | WILLEY | ANASTOPOULO, LLC for actual, consequential, and incidental damages suffered, pre-judgment interest, and such other relief as the Court may deem reasonable and proper.

TRIAL BY JURY

123. Mr. Burton requests and demands a jury trial on all claims and issues so triable.

EXPERT AFFIDAVIT

124. Under S.C. CODE ANN. § 15-36-100, filed with this Complaint and incorporated herein by reference as **Exhibit 1**, is the affidavit of Benjamin T. Shelton Esq., who has experience in representing individuals in civil proceedings, which specifies at least one negligent act or omission by POULIN | WILLEY | ANASTOPOULO, LLC, Lane D. Jeffries, Esq., and Chase H. Coble, Esq. claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Brian M. Burton prays for judgment against Defendants POULIN | WILLEY | ANASTOPOULO, LLC, Lane D. Jeffries, Esq., and Chase H. Coble, Esq., jointly and severally, for all damages, including actual damages, consequential damages, incidental damages, and punitive damages, and legal fees under the Unfair Trade Practices Act violation claim, all in an amount to be more specifically proven at trial, and the costs of this action, and for such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

/s/ Thomas A. Pendarvis

Thomas A. Pendarvis (SC Bar #64918)

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Counsel for Plaintiff Brian M. Burton

Beaufort, South Carolina

March 23, 2026

FITSNEWS

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
IN THE NINTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2025-CP-10-_____

Brian M. Burton,
Plaintiff,
vs.

VERIFICATION

POULIN | WILLEY | ANASTOPOULOU, LLC, Lane
D. Jefferies, Esq., and Chase H. Coble, Esq.,
Defendants.

PERSONALLY appeared before me, Brian M. Burton, who, first being duly sworn, says that he has read the foregoing Verified Complaint, that the statements contained therein are true to the best of his knowledge except as to those stated to be based upon information and belief, as to which he believes such matters to be true.

Brian M. Burton

Brian M. Burton

Sworn to before me this ^{23rd} day of March, 2026

Mary Boulineau Nixon

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: _____

MARY BOULINEAU NIXON
Notary Public, State of South Carolina
My Commission Expires 09/06/2032

