

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF HAMPTON) FOR THE FOURTEENTH JUDICIAL CIRCUIT
) CIVIL ACTION NO.: 2021-CP-25-_____

Michael "Tony" Satterfield and Brian)
Harriott,)
)
Plaintiffs,)

SUMMONS

vs.)

Richard Alexander "Alex" Murdaugh,)
Chad Westendorf, Palmetto State Bank,)
Corey Fleming, and Moss, Kuhn &)
Fleming, P.A.,)
)
Defendants.)

Jury Trial Demanded!

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Charleston, South Carolina
September 15, 2021

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Michael "Tony" Satterfield and Brian)
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COMPLAINT

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Chad Westendorf, Palmetto State Bank,)
Corey Fleming, and Moss, Kuhn &)
Fleming, P.A.,)

Jury Trial Demanded!

Defendants.)

The Plaintiffs, complaining of the conduct of the Defendants herein, allege as follows:

INTRODUCTION

GLORIA SATTERFIELD FELL IN THE HOME OF ALEX MURDAUGH AND LATER DIED ON FEBRUARY 26, 2018. FOLLOWING HER TRAGIC DEATH, ALEX MURDAUGH INTRODUCED GLORIA'S GREIVING SONS TO ALEX MURDAUGH'S GOOD FRIEND, COREY FLEMING, SO THAT FLEMING COULD ASSIST THE SONS IN FILING LEGAL CLAIMS AGAINST MURDAUGH FOR THE WRONGFUL DEATH OF THEIR MOTHER. WITH THE ASSISTANCE OF A BANKER FRIEND, CHAD WESTENDORF, CLAIMS WERE PURPORTEDLY BROUGHT AGAINST ALEX MURDAUGH. THEREAFTER, ALEX MURDAUGH STIPULATED THAT HE WAS AT FAULT FOR THE DEATH OF GLORIA SATTERFIELD AND HIS INSURANCE COMPANY PAID \$505,000.00 IN SETTLEMENT OF THE CLAIMS. TO DATE, THE CHILDREN OF GLORIA SATTERFIELD HAVE NOT RECEIVED THE FIRST DOLLAR.

THE PLAINTIFFS ARE VICTIMS. THE PLAINTIFFS ARE VULNERABLE.
THE PLAINTIFFS ARE SCARED. BY THIS ACTION, THE PLAINTIFFS SEEK REAL
ANSWERS TO THEIR QUESTIONS SURROUNDING THE DEATH OF THEIR
MOTHER AND THE DISPOSITION OF THE MONIES SUPPOSEDLY PAID FOR
THEIR BENEFIT.

PARTIES & JURISDICTION

1. Plaintiff Michael “Tony” Satterfield (“Tony”) is a citizen and resident of Hampton County, South Carolina.

2. Plaintiff Brian Harriott (“Brian”) is a citizen and resident of Hampton County, South Carolina and the half-brother of Satterfield.

3. Upon information and belief, Defendant Richard Alexander “Alex” Murdaugh (“Murdaugh”) is a citizen and resident of Hampton County, South Carolina.

4. Upon information and belief, Defendant Chad Westendorf (“Westendorf”) is a citizen and resident of Hampton County, South Carolina.

5. Upon information and belief, Defendant Palmetto State Bank (“Palmetto”) is a South Carolina corporation and a federally chartered banking institution, with its principal place of business located in Hampton County at 601 First Street, Hampton, South Carolina 29924. Westendorf is a Vice President of Palmetto.

6. Upon information and belief, Defendant Corey Fleming (“Fleming”), is a citizen and resident of Beaufort County, South Carolina, and at all times relevant hereto was an attorney licensed to practice law in the State of South Carolina.

7. Upon information and belief, Defendant Moss, Kuhn, & Fleming, P.A. (“MKF”) is a South Carolina professional association, with its principal place of business located in Beaufort

County at 1501 North St., Beaufort, South Carolina 29902 and Fleming is a named partner in MKF.

8. This court has jurisdiction over the parties to and the subject matter of this litigation.
9. Venue of this action is proper in this court.

FACTUAL BACKGROUND

10. The paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

11. Prior to her untimely death on February 26, 2018, Gloria Satterfield (“Gloria”) had worked for Alex Murdaugh and his family as a housekeeper and nanny for over two decades.

12. Gloria was told she was part of the Murdaugh family, and she believed it to be true.

13. The Murdaughs are prominent and wealthy family based in Hampton County that for generations controlled the prosecutor’s office in Hampton County and were the prominent legal family in the area.

14. At all relevant times hereto, Alex Murdaugh was an attorney licensed to practice law in the State of South Carolina, who was a partner in the law firm of Peters, Murdaugh, Parker, Eltzroth, Detrick, and a part-time solicitor in the prosecutor’s office for Hampton County

15. Gloria was proud of her association with the Murdaugh family, but she was most proud of her two sons, Tony and Brian.

16. In February, 2018, Gloria Satterfield fell while working in Alex Murdaugh’s home. The exact details of the fall remain unclear to the Plaintiffs.

17. On February 26, 2018, Gloria died as a result of injuries sustained in the fall.

18. Gloria was fifty-seven (57) years old.

19. Gloria died intestate without a will. By intestate succession, Gloria’s only legal heirs were Tony and Brian.

20. After Gloria's death, Alex Murdaugh told Tony and Brian's uncle and aunt that he was going to take care of the boys because he was going to "sue myself" for the death of Gloria Satterfield.

21. Soon after their mother's funeral, Alex Murdaugh personally introduced Tony to Fleming, who at the time was a partner in the law firm of Moss, Kuhn & Fleming.

22. Alex sent Tony to meet Fleming at MKF's office and encouraged Tony and his brother to retain Fleming to represent them in bringing a lawsuit against Murdaugh in connection with their mother's death.

23. The Plaintiffs did not otherwise know anything about Fleming or MKF.

24. Unbeknownst to Tony and Brian, Fleming was a former college roommate of Alex Murdaugh and was his best friend.

25. Unbeknownst to Tony and Brian, Fleming was the Godfather of Alex Murdaugh's son, Paul Murdaugh.

26. Tony and Brian trusted Alex Murdaugh and because of their trust in him, Tony and Brian retained Fleming and MKF to represent them.

27. Because the claims that would be asserted against Alex Murdaugh consisted of a survival claim and a wrongful death claim, a Personal Representative was required to prosecute the claims beneficially for Tony and Brian in accordance with South Carolina statutory law.

28. The selection of a Personal Representative for such purposes is likewise a function of South Carolina statutory right.

29. In accordance with S.C. Code Section 62-3-203, Tony, Brian and/or other family members had statutory priority to serve as the Personal Representative of Gloria's estate. This was never explained to Tony and Brian.

30. Even though there were suitable family member candidates to serve as the Personal Representative of Gloria's estate, Fleming instead engaged Westendorf to be the Personal Representative for the Estate of Gloria Satterfield.

31. Upon information and belief, Palmetto approved of Westendorf's role as Personal Representative and Westendorf acted at all times herein as an agent and representation of Palmetto.

32. Upon information and belief, this relationship between Fleming, Murdaugh, Westendorf and Palmetto had been in place for other legal matters.

33. By naming Westendorf as the Personal Representative and not a family member of Gloria, only Westendorf would only have to petition the court for approval of any future settlements and/or appear at any future hearings to approve settlements.

34. Upon information and belief, when Fleming, MKF and Westendorf asserted claims against Alex Murdaugh for negligence resulting in Gloria's death, Alex Murdaugh admitted that he was at fault.

35. Upon information and belief, Alex Murdaugh's residence was insured by one or more carriers, including Lloyds of London.

36. Upon information and belief, Alex Murdaugh told his insurer that there was no defense to the claim and that the claim must be paid.

37. Without filing a lawsuit, Fleming, MKF and Westendorf were able to achieve a partial settlement of the claims associated with the death of Gloria from Lloyds of London in the amount of \$505,000.00.

38. Tony and Brian did not participate in the settlement negotiations.

39. Neither Tony, nor Brian, signed any settlement agreements.

40. Neither Tony, nor Brian were told that money was recovered for them.

41. Wrongful death settlements require court approval in South Carolina.

42. On December 19, 2018, Westendorf, as the Personal Representative, petitioned the Hampton County Court of Common Pleas to approve the Lloyd's of London settlement. The Petition was assigned a court filing number: Civil Action No.:2018-CP-25-0505. A Copy of the Petition is attached hereto as **Exhibit A**.

43. In the Petition, Tony and Brian are identified as the sole "statutory" and "intestate heirs." The Petition asks the Court to approve a "partial settlement" apportioned as follows, "\$475,000.00 for wrongful death and \$25,000.00 for survival action and \$5,000.00 for med pay."

44. The \$25,000 of survival funds would be part of Gloria's intestate estate that would have to go through probate before being distributed to the Plaintiffs.

45. In accordance with South Carolina law, the \$475,000.00 wrongful death settlement was a direct claim Tony and Brian to compensate them for the grief, sorrow and mourning associated with the loss of their mother and did not have to pass through the Estate of Gloria Satterfield.

46. Upon receipt, the net proceeds of the \$475,000.00 wrongful death payment should have been disbursed immediately to the Plaintiffs.

47. Although court approval of wrongful death settlements is required by South Carolina statutory law, no order approving the settlement appears on the Court docket.

48. According to the Petition, Fleming and MKF were paid attorney fees of \$166,000.00. Upon information and belief, Fleming and MKF have received their attorneys' fees, although the remaining settlement funds remain unaccounted for.

49. Nearly two years after the partial settlement, October 5, 2020, Fleming filed a Stipulation of Dismissal purportedly ending the Estate of Gloria Satterfield's claims against Alex Murdaugh. Alex Murdaugh also signed the Stipulation, a copy of which is attached as **Exhibit B**.

50. It is highly unusual that this Dismissal is signed by Alex Murdaugh as a named party and not be an attorney engaged by his insurer on his behalf.

51. Neither Tony, nor Brian, were consulted about the dismissal, nor were they told of what, if any, additional actions had been taken on their behalves in the years following the partial settlement.

52. Tony and Brian first learned that money had been recovered from the death of their mother when it was reported in the press.

53. In the October 2020 Dismissal, the filing was only a partial dismissal and left open the possibility that there were other insurance claims being pursued over Gloria's death.

54. To date, Tony and Brian have **not received any monies** from any claims or settlements with Murdaugh and his insurance carriers following their mother's death - *Not one dime*.

FOR A FIRST CAUSE OF ACTION AS TO ALL DEFENDANTS
ACCOUNTING

55. The paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

56. Plaintiffs are entitled to an accounting of any and all funds recovered as a result of Civil Action No.:2018-CP-25-0505 and/or any other claim, action or settlement involving the death of their mother or the Estate of Gloria Satterfield.

57. Defendants, and each of them, owe a duty to provide Plaintiffs with such an accounting.

58. Plaintiffs have never received an accounting from any Defendant.

59. Therefore, Plaintiffs hereby demand from the Defendants an immediate, full, complete, and accurate accounting of any and all funds, costs, and expenses from Civil Action No.:2018-CP-25-0505 and/or from any other claim, action or settlement involving the death of their mother or the Estate of Gloria Satterfield, as well as all supporting documentation for the same.

FOR A SECOND CAUSE OF ACTION AS TO WESTENDORF AND PALMETTO
BREACH OF FIDUCIARY DUTY

60. The paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

61. Westendorf, as the Personal Representative for the Estate of Gloria Satterfield, owed fiduciary duties to the Plaintiffs, which duties were likewise owed by Palmetto as Westendorf acted at all times herein in his capacity as an agent of officer of Palmetto.

62. The fiduciary duty is the highest duty known to the law.

63. The fiduciary duties owed by Westendorf and Palmetto to the Plaintiffs include, but are not limited to, the duty:

- a. To act single-mindedly in the best interests of the Plaintiffs;
- b. To be loyal to the Plaintiffs;
- c. To refuse to place his own interests above the interests of the Plaintiffs;
- d. To refuse to place the interests of third parties above the interests of the Plaintiffs;
- e. To act in good faith to the Plaintiffs;
- f. To provide the Plaintiffs with full disclosure of all funds, costs and expenses from Civil Action No.:2018-CP-25-0505 as well as the Estate of Gloria Satterfield; and
- g. To act with complete honesty to the Plaintiffs.

64. Westendorf and Palmetto breached their fiduciary duties to Plaintiffs in a number of particulars, including but not limited to the following:

- a. Not providing an accounting concerning Civil Action No.:2018-CP-25-0505 and the Estate of Gloria Satterfield;
- b. Not protecting the money of the Plaintiffs;
- c. Advancing the rights and interests of third parties over the rights and interests the Plaintiffs;
- d. Not providing any settlement funds to the Plaintiffs from Civil Action No.:2018-

CP-25-0505; and

e. In such other particulars as the evidence in the case may demonstrate.

65. As a direct and proximate result of the conduct of Westendorf and Palmetto, the Plaintiffs have been harmed and are entitled to damages, both actual, in an amount determined by a jury to be sufficient to compensate them fully for the harm they suffered, and punitive in an amount to impress upon Westendorf and Palmetto the seriousness of their conduct and to deter such similar conduct in the future.

**FOR A THIRD CAUSE OF ACTION AS TO FLEMING AND MKF
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**

66. Paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

67. As the Personal Representative for their deceased mother's estate, the Plaintiffs reposed special confidence in Westendorf and Palmetto so that Westendorf, in equity and good conscience, was bound to act in good faith and with due regard to the Plaintiffs' interests in Civil Action No.:2018-CP-25-0505.

68. As of the filing of this Complaint, Plaintiffs have received no money as a result of the settlement of Civil Action No.:2018-CP-25-0505, despite the wrongful death claim being a direct claim to them as the sole heirs of the estate of their deceased mother.

69. As is described above, Westendorf and Palmetto breached their fiduciary duties to the Plaintiffs.

70. Fleming and MFK aided and abetted Westendorf and Palmetto in the breach of their fiduciary duties to the Plaintiffs.

71. For example, Fleming and MKF owed duties to the Plaintiffs as the sole "statutory" and "intestate heirs" of the Estate of Gloria Satterfield and they aided and abetted Westendorf and

Palmetto in the breach of fiduciary duties by participating in a scheme through which the Plaintiffs would not receive the proceeds of any settlement(s) following the death of their mother.

72. Plaintiffs are entitled to and pray for judgment against Fleming and MKF, both actual, in a sum sufficient to impress upon Fleming and MKF the seriousness of their conduct, and punitive, in an amount deemed sufficient to impress upon Fleming and MKF the seriousness of their conduct and to deter such similar conduct in the future.

FOR A FOURTH CAUSE OF ACTION AS TO ALL DEFENDANTS
CIVIL CONSPIRACY

73. Paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

74. Defendants, and perhaps other unnamed third-parties, combined together for the purpose of injuring Plaintiffs.

75. Plaintiffs have suffered special damage in that they has been forced to incur legal expense in an effort to stop these unlawful actions and Plaintiffs' damages are different and unique as compared to their other causes of action listed herein.

76. Plaintiffs are entitled to and pray for an award of damages against the Defendants and perhaps other unnamed third parties 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.

FOR A FIFTH CAUSE OF ACTION AS TO ALL DEFENDANTS
CONVERSION

77. Paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

78. Upon information and belief, the Defendants have unlawfully converted the settlement funds from Civil Action No.:2018-CP-25-0505.

79. Plaintiffs are entitled to statutory prejudgment interest to the sum certain settlement amount from Civil Action No.:2018-CP-25-0505.

80. As a direct and proximate result of the conduct of the Defendants, the Plaintiffs have been injured as described above and is entitled to actual damages in an amount determined by a jury sufficient to compensate them fully for the harm they suffered, as well as punitive damages in an amount to impress upon the Defendant the seriousness of his conduct and to deter such similar conduct in the future as well as prejudgment interest in accordance with S.C. Code Ann. §34-31-20.

FOR A SIXTH CAUSE OF ACTION AS AGAINST PALMETTO
NEGLIGENT HIRING / TRAINING / SUPERVISION

81. Paragraphs enumerated above are incorporated herein as if alleged and restated in full herein.

82. At all times relevant hereto, Palmetto owed a duty of reasonable care in the operation of its business, including specifically a duty of reasonable care to ensure its employees who performed fiduciary duties such as acting as personal representatives did so in accordance with laws of the State of South Carolina.

83. Palmetto breached its duty of care and otherwise acted in a negligent, grossly negligent, willful, wanton and reckless manner in a number of particulars, including but not limited to some or all of the following:

- a. Failing to adopt adequate policies and procedures regarding fiduciaries;
- b. Failing to adequately and properly hire, train and supervise its employees to perform fiduciary duties such as acting as a personal representative for an estate;
- c. Allowing Westendorf to violate South Carolina law in his role as a Personal Representative for the Estate of Gloria Satterfield; and,
- d. Other particulars as the evidence in the case may demonstrate.

84. But for the conduct of Palmetto as described herein, the Plaintiffs would have received the settlement funds from Civil Action No.:2018-CP-25-0505.

85. As a direct and proximate result of the conduct of Palmetto as described herein, the Plaintiffs have suffered significant economic harm.

86. The Plaintiffs are entitled to and pray for separate awards of damages against Palmetto, both actual, in a sum sufficient to compensate the Plaintiffs for their damages as well as punitive damages in an amount sufficient to impress upon Palmetto the seriousness of its conduct and to deter such similar conduct in the future.

WHEREFORE, the Plaintiffs pray for an award of damages against the Defendants herein, for actual damages, in a sum sufficient to compensate them for their losses herein, as well as an award of special damages, pre-judgment interest, and punitive damages in an amount necessary to impress upon the Defendants the seriousness of their conduct and to deter such similar conduct in the future, together with such further relief as the court deems just and proper.

Charleston, South Carolina
September 15, 2021

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