

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON) CIVIL ACTION NO: 2025-CP-

Pamela Kane and Jennifer Kearney as)
Co-Trustee of the Timothy P. Kane)
Trust, as amended,)

Plaintiffs,)

vs.)

Hal E. Cobb, J. Caroline Lista and Cobb,)
Hammett and Andrews, LLC,)

Defendants.)

SUMMONS
(Legal Malpractice)

Jury Trial Demanded!

TO THE DEFENDANT 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
February 19, 2025

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Defendants.)

COMPLAINT
(Legal Malpractice)

Jury Trial Demanded!

INTRODUCTION

“A lawyer shall not solicit any substantial gift from a client, including a testamentary gift, or prepare on behalf of a client an instrument giving the lawyer or a person related to the lawyer any substantial gift unless the lawyer or other recipient of the gift is related to the client.” South Carolina Rule of Civil Procedure 1.8(c). Emphasis Added.

On June 1, 2024, Timothy Kane lay in an ICU bed at Roper St. Francis Hospital Mount Pleasant fighting both sepsis and the news that the prostate cancer he thought he had long ago conquered had returned. Kane had a special visitor that day; his lawyer and “friend” Hal E. Cobb. On four occasions prior to June 1, 2024, Kane had executed complicated estate planning documents seeking to dispose of the complex \$42,000,000.00+ estate that he had amassed with his wife, Pamela Kane, over a lifetime of hard work and sacrifice. Cobb showed up at the hospital on June 1, 2024, with version five of Kane’s estate plan. This one was different. This one had been prepared by Cobb. Unlike prior iterations of the estate plan, version five installed Cobb as a Trustee of the Timothy P. Kane Trust, purported to vest all voting rights for Kane’s various real

estate and investment holding companies exclusively with Cobb and provided for an extraordinary and substantial “gift” to Cobb with an estimated value of \$2,700,000.00.

In recognition of the highly improper nature of preparing a testamentary instrument for a client that left himself such a substantial gift, Cobb also brought with him to the hospital on June 1, 2024, documents which Cobb had authored and which purported to advise Kane of the “potential” ethical conflicts associated with his preparation of the estate planning documents. The letters highlighted the need for Kane to receive “detached” and “independent” legal advice if indeed Kane wished to leave Cobb such an amazing gift. Moreover, the letters declared that the need for such counsel had been satisfied through the “detached” and “independent” legal counsel of J. Caroline Lista. Thus, on June 1, 2024, in addition to bringing the estate planning documents and ethical conflict waiver letters to the hospital, Cobb also brought Lista.

As of June 1, 2024, Lista had been barred as an attorney for less than two years. Lista did not practice in the area of trusts and estates. Most importantly, Lista was an associate attorney at Cobb’s law firm. On June 1, 2024, Lista executed documents at the hospital as well in which she declared that she had provided Kane with “independent” legal advice through which she reviewed the complicated estate planning documents with Kane to ensure the legal and ethical propriety of the documents. In other words, Lista employed her 19 months of legal knowledge to bless a gift to her boss in the amount of \$2,700,000.00. With no disrespect to Lista, not only did she lack the competence at the time to review Kane’s estate plan, but she was ethically prohibited from providing “independent” legal advice to Kane because the same ethical conflicts that made Cobb’s conduct improper likewise infected Lista as an associate attorney of Cobb’s law firm. As a recent graduate of the Charleston School of Law, Lista would have known that her conduct did not

comport with ethics and professional responsibility as the same are taught at law schools around the Country.

Sadly, Timothy Kane succumbed to his cancer on July 24, 2024. This action seeks to ensure that Cobb and his firm will not profit in derogation of their duties to their clients and that other lawyers similarly situated will be reminded of the ethical restrictions which prevent lawyers from using their positions of power to the disadvantage of their clients.

Parties and Jurisdiction

1. The Plaintiff, Pamela Kane (“Pam”), is a citizen and resident of Charleston County, South Carolina.
2. The Plaintiff, Jennifer Kearney (“Kearney”), is a citizen and resident of Charleston County, South Carolina, and is a named Co-Trustee of the Timothy P. Kane Trust, as amended, and as such is empowered to “compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate.”
3. Upon information and belief, Defendant Hal E. Cobb (“Cobb”) is a citizen and resident of Charleston County, South Carolina.
4. Upon information and belief, Defendant J. Caroline Lista (“Lista”) is a citizen and resident of Charleston County, South Carolina.
5. Upon information and belief, Defendant Cobb, Hammett and Andrews, LLC (“CHA”), is a limited liability company organized and existing in the State of South Carolina for the purpose of conducting the business of a law firm.
6. This Court has jurisdiction over the parties to and the subject matter of this action.

Factual Background

7. Timothy P. Kane (“Tim”) was born December 22, 1940.

8. In 1978, he met his wife Pam. They married on October 12, 1979, and remained a loving couple until his death almost 45 years later.
9. Pam welcomed Tim's two sons to become a family of four, until they were later blessed to have an exchange student come into their lives in 1993 whom they considered a daughter.
10. After retiring from General Motors, Tim found a passion for real estate development. With a keen eye for investment and a fiscally conservative discipline, the Kanes grew an impressive real estate portfolio through the passage of time.
11. Over the course of their marriage and through their tireless work ethic and discipline, the Kanes amassed an estate worth tens of millions of dollars and included signature assets such as the Charleston National Golf Course.
12. Pam and Tim first engaged an attorney for estate planning in 1999.
13. The attorney the Kane's chose for their estate planning was a local tax attorney whose practice concentrated on estate planning and probate matters.
14. Through their estate planning attorney, on June 2, 1999, Pam and Tim entered into reciprocal trust agreements to provide for the disposition of their holdings upon their respective deaths.
15. In the Timothy P. Kane Trust as originally prepared, no provision was made for Cobb or the other Defendants. Upon information and belief, Tim did not know Cobb. Certainly, Cobb contributed nothing toward Tim's success and/or his estate.
16. On June 11, 2010, the Kanes returned to their estate planning attorney to update and amend their estate planning documents, including the Timothy P. Kane Trust.
17. In the First Amendment and Restate of the Trust of Timothy P. Kane, Tim made no gift to Cobb and vested no power in Cobb.

18. On May 6, 2015, the Kanes updated and amended their estate planning documents for a third time through the services of their estate planning attorney.
19. Just like the prior versions, the Second Amendment and Restatement of the Trust Agreement of Timothy P. Kane made no gift to Cobb and vested no powers in Cobb.
20. Upon information and belief, Tim Kane first became a client of Cobb in or around 2015.
21. Through their attorney client relationship, Cobb became privileged to information regarding Kane's wealth and his expertise as a real estate investor and developer.
22. Upon information and belief, in late 2017, Cobb and/or CHA had contracted to purchase the property that now serves as the offices for their law firm located at 222 West Coleman Blvd., Mt. Pleasant, South Carolina.
23. While Cobb had contracted to purchase the property, he lacked the resources and/or credit worthiness to complete the purchase
24. Cobb needed an investor who had both. Tim Kane fit the bill.
25. Upon information and belief, Cobb approached Tim about the opportunity to partner with him and his law firm in the purchase of 222 West Coleman Blvd.
26. In order to accomplish the purchase, Cobb organized Timco, LLC with the South Carolina Secretary of State's Office.
27. As originally organized, Tim became a 50% member of Timco, while Cobb, his partner William Hammett and a former law partner each owned 16.66%. Tim subsequently transferred half of his interest in Timco (25%) to his wife Pam.
28. To capitalize the company, and presumably to make the downpayment required by the bank in purchasing the property, Tim contributed \$500,000.00 to Timco.

29. Cobb and his partners were unable to match Tim's contribution and needed a loan in order to make their required capital contribution to Timco.
30. On January 31, 2018, Cobb and his partners borrowed \$350,000.00 of their required \$500,000.00 capital contribution from Tim.
31. On February 1, 2018, Timco purchased 222 West Coleman Blvd. In conjunction with the purchase, Timco borrowed \$4,080,000.00 from Finemark National Bank & Trust, which loan issued primarily on Tim's financial strength.
32. In the Operating Agreement for Timco prepared by Cobb, the managers are identified as Cobb and Tim, and "majority" is defined as an ownership interest greater than 50%, which measures ensured Cobb a balance of power in the entity on a going forward basis.
33. After the formation of Timco and the acquisition of 222 West Coleman, Cobb and his law firm continued to represent Tim and his business entities, and they also pursued other real estate investments together in which Cobb provided legal representation.
34. On July 22, 2022, Pam and Tim again revisited their estate planning.
35. On July 22, 2022, Tim executed the Third Amendment and Restatement of Trust Agreement of Timothy P. Kane.
36. For the first time, the Third Amendment and Restatement of Trust Agreement of Timothy P. Kane provided for modest contingent gifts to people outside of Tim's immediate family: namely Tim's friends, A.J. Leone, Wayne Sellers and Reverend Vance Polley.
37. Just like the prior versions, however, the Third Amendment and Restatement of the Trust Agreement of Timothy P. Kane made no gift to Cobb and vested no powers in Cobb.
38. In 2023, a former law partner of Cobb left CHA and upon his departure, his interest in Timco was acquired by Cobb and Tim.

39. The ownership of Timco became:

- a. 25% Hal Cob
- b. 33.33% Tim Kane
- c. 25% Pam Kane
- d. 16.66% William Hammett

40. Despite the fact that the Kane's then owned a combined 58.33% ownership and therefore a majority of the company as the term had been defined in the Operating Agreement, Cobb prepared an amendment to the Operating Agreement which redefined majority as greater than 59%, thus preventing control of Timco of falling into the hands of the Kanes.

41. Many years ago, Tim was first diagnosed with prostate cancer. He underwent treatment and believed for the longest time that he had won his battle with the disease.

42. In or around January 2024, however, Tim started to feel ill again, although he either didn't believe his illness was a return of the cancer or he chose to live in denial of that fact. Tim had developed a blood clot and assumed his illness was a byproduct of the growing clot.

43. In either event, and upon information and belief, Tim told his attorney, Cobb, that he wished to update his estate planning documents again.

44. Cobb is not a trusts and estates attorney.

45. On his website profile, Cobb describes his expertise as follows: "Cobb has a unique real estate and banking background and advises clients on high-stakes commercial projects, acquisitions, financing, leasing, land use and zoning."

46. CHA does not include trusts and estates as a practice area on its website.

47. Cobb and CHA lacked the competence necessary to undertake advising a client like Tim, a high wealth individual, on the creation of a complex estate planning document.

48. While it is not fully understood exactly who first hatched the idea that Cobb would receive a gift from his client's estate, it is apparent that Tim expressed to Cobb a desire to leave a gift to Cobb.
49. Although Cobb's lack of competence alone should have caused him to decline to represent Tim in the preparation of estate planning documents, the client's expression of a desire to leave a gift to his attorney created an ethical mandate that Cobb decline the representation.
50. **"A lawyer shall not** solicit any substantial gift from a client, including a testamentary gift, or **prepare on behalf of a client an instrument giving the lawyer** or a person related to the lawyer **any substantial gift unless the lawyer or other recipient of the gift is related to the client.**" South Carolina Rule of Civil Procedure 1.8(c). Emphasis Added.
51. Whether Cobb solicited a gift from Tim or not, it was ethically improper for Cobb to prepare a testamentary instrument for Tim that purported to leave a substantial gift to Cobb.
52. Rather than send Tim back to his original estate planning attorney and permit a truly independent attorney to weigh in on the propriety of Tim making a gift to his lawyer, Cobb undertook the engagement to ensure that a gift would in fact be made.
53. As the months passed, Tim's health continued to decline.
54. On June 1, 2024, Tim was rushed to the hospital and found his way to the ICU.
55. As Tim laid in an ICU bed at Roper St. Francis Hospital Mount Pleasant, he fought both sepsis and the news that the prostate cancer he thought he had long ago conquered had returned.
56. Fearing the worst, Tim asked that Cobb come to the hospital with the estate planning documents that he had been working on for months.

57. Cobb showed up at the hospital on June 1, 2024, with version five of Tim’s estate plan. He also prepared version four of the reciprocal trust for Pam.
58. Unlike the prior iterations of the estate plan, version five installed Cobb as a Trustee of the Timothy P. Kane Trust, purported to vest all voting rights for Tim’s various real estate and investment holding companies exclusively with Cobb and provided for extraordinary and substantial “gifts” to Cobb. A copy of the Fourth Amendment to the Timothy P. Kane Trust Agreement (the “Trust”) is attached hereto as **Exhibit A**.
59. According to Exhibit A to the Trust, which upon information and belief was also prepared by Cobb, Cobb describes himself as Tim’s “friend” and purports to leave himself “gifts” with an estimated value of \$2,700,000.00, or approximately 6.5% of the total estate value. A redacted version of Exhibit A to the Trust is attached hereto as **Exhibit B**.
60. The Trust also installed Cobb as a Trustee of the Trust, along with the Plaintiff Jennifer Kearney and two others. As it pertains to Cobb, however, the Trust he prepared purported to grant himself Trustee “superpowers” in that among all Trustees Cobb was granted exclusive voting power over all corporate assets conveyed into the Trust.
61. In recognition of the highly improper nature of preparing a testamentary instrument for a client that left himself such a substantial gift, Cobb also brought with him to the hospital on June 1, 2024, a letter entitled “DISCLOSURE LETTER OF POTENTIAL CONFLICT OF INTEREST.” A copy of the “Disclosure Letter” is attached hereto as **Exhibit C**.
62. In part, the Disclosure Letter explains that while Rule 1.8(c) prohibits an attorney from preparing an instrument for a client that leaves a substantial gift to the attorney, Comment (6) to the Rule “does not prohibit the lawyer from accepting [a substantial gift]” if the client offers it.

63. Cobb conveniently omitted that the Rules consider substantial gifts, even when first offered by a client, as “presumptively fraudulent” and “voidable by the client under the doctrine of undue influence.” Comment (6) in full states:

- a. [6] A lawyer may accept a gift from a client if the transaction meets general standards of fairness. For example, a simple gift such as a present given at a holiday or as a token of appreciation is permitted. **If a client offers the lawyer a more substantial gift, paragraph (c) does not prohibit the lawyer from accepting it, although such a gift may be voidable by the client under the doctrine of undue influence, which treats client gifts as presumptively fraudulent.** In any event, due to concerns about overreaching and imposition on clients, a lawyer may not suggest that a substantial gift be made to the lawyer or for the lawyer's benefit, except where the lawyer is related to the client as set forth in paragraph (c). **Emphasis Added.**

64. In closing, the Disclosure Letter prepared by Cobb for Tim’s signature explained that Tim’s desire to name Cobb as a beneficiary was “in lieu of payment for my role as Trustee for both your Trusts” and because the two had “maintained a close friendship and professional relationship for many years.”

65. \$2,700,000.00 is a staggering sum to charge for Trustee services.¹ Even so, the Trust provides for additional payments as “any Trustee team member ... shall be compensated for work done at regular and reasonable billing rates.” Moreover, despite Cobb’s lack of experience in trusts and estates and despite the sheer size and value of the Trust, Cobb prepared the Trust such that the Trustees (himself included) were not required to serve with a bond to protect the estate.

66. The Disclosure Letter which Cobb prepared in a prophylactic attempt to cure his ethical transgressions further explained to Tim that Comment (7) to Rule 1.8 made it permissible

¹ The Third Amendment and Restatement of Trust Agreement of Timothy P. Kane prepared by other legal counsel set Trustee compensation at an amount “not to exceed Seventy-Five Thousand (\$75,000.00) Dollars annually.”

for Cobb to have prepared the Trust which left himself a substantial gift so long as Tim was provided with the “detached advice that another lawyer can provide.”

67. Thus, on June 1, 2024, in addition to bringing the Trust leaving a \$2,700,000.00 gift to himself and the Disclosure Letter to the hospital, Cobb also brought his associate attorney, Defendant J. Caroline Lista (“Lista”).

68. Lista graduated from The Charleston School of Law in May 2022, and was first admitted to the Bar of the State of South Carolina in November 2022.

69. According to the CHA website: “Caroline practices in the Cobb Hammett corporate division. More specifically, Caroline practices in business formations, corporate litigation, and business transactions.”

70. As of June 2024, Lista had been a practicing attorney for approximately 19 months.

71. Lista did not practice in trusts and estates matters.

72. Lista was not competent to provide trusts and estates advice to a client in the preparation or execution of estate planning documents for a \$42,000,000.00+ estate.

73. More importantly, Lista was an associate employee attorney of Cobb and CHA.

74. Lista was not “detached.”

75. Lista was not “independent.”

76. Cobb brought Lista to the hospital to bless a \$2,700,000.00 gift to himself.

77. Tim never had the benefit of independent and detached legal counsel in the evaluation of a \$2,700,000.00 gift to his lawyer (not friend) Cobb.

78. To the extent that Cobb had ethical conflicts which should have prohibited his involvement in the preparation and execution of Tim’s Trust, the same conflicts infected Lista and would have likewise prohibited her involvement as well.

79. Upon information and belief, Lista knew and had recently been taught the legal concepts of imputed conflicts and imputed disqualification. At the direction of her boss, she played the role of “independent” and “detached” legal counsel to Tim, nonetheless.
80. In addition to the Trust and the Disclosure Letter, Cobb had prepared for Tim’s signature a “DECLARATION OF INFORMED CONSENT” and a “DECLARATION OF INDEPENDENT REVIEW”, copies of which are attached hereto as **Exhibits D** and **E**, respectively.
81. Tim’s signature on the DECLARATION OF INFORMED CONSENT is barely legible. In the document prepared by Cobb prior to his arrival at the hospital ICU, Tim purports to acknowledge that he received “independent legal counsel” from Lista and that Lista “reviewed and finalized” the provisions of his Trust.
82. Upon information and belief, no changes were made to the documents that Cobb brought to the hospital that day. Nothing was “finalized” except for the signatures.
83. In her DECLARATION OF INDEPENDENT REVIEW prepared for her signature by Cobb, Lista attests that she “reviewed and finalized” the Trust and that Tim (from his ICU bed) was free of any “undue influence, duress or fraud.”
84. Upon information and belief, Cobb left the hospital that day believing that he had touched all the bases to legitimize his presumptively illegitimate gift.
85. Tim was subsequently released from the hospital and returned home.
86. On several occasions after Tim was discharged from the hospital, Cobb visited Tim at his home and assisted him in the review and/or execution of other legal documents.
87. To the extent that Cobb would contend the events of June 1, 2024, occurred in the context of an emergency that prevented his and his law firm’s strict compliance with the ethical

rules, there was ample time after June 1, 2024, to cure the ethical deficiencies by providing Tim with true independent and detached legal counsel and by re-executing the same documents AFTER having the benefit of such counsel.

88. Cobb chose not to recommend that Tim review his conduct through the eyes of truly independent legal counsel.

89. To be clear, Cobb's ethical transgressions began the day he said he would prepare a testamentary instrument leaving himself a substantial gift and continued until the day Tim died.

90. Tim succumbed to his cancer on July 24, 2024.

91. For reasons chronicled in a separately filed action, Pam quickly lost trust in Cobb and began to question the propriety of Cobb gifting himself \$2,700,000.00 from Tim's estate.

92. Still, Cobb refused to relinquish his interests.

93. On December 9, 2024, FitsNews reported that Cobb's involvement in the Kane estate had "drawn scrutiny" and that the undersigned counsel were allegedly involved in the investigation.

94. While the Plaintiffs have no idea who or how this information made its way to FitsNews, the Plaintiffs believe that it was public disclosure that caused Cobb on January 28, 2025, to execute a "RENUNCIATION OF BENEFITS FROM LAST WILL AND TESTAMENT OF PAMELA F. KANE AND THIRD AMENDMENT AND RESTATEMENT OF TRUST AGREEMENT OF PAMELA F. KANE," a copy of which is attached hereto as **Exhibit F**.

95. While Cobb "voluntarily" relinquished any interest in the Pam Kane Trust, he continues to assert an interest in the Tim Kane Trust.

96. It is unknown at this time why Cobb would relinquish his interest in the Pam Kane Trust, particularly if his conduct was legally and ethically appropriate, and continue nonetheless to assert an interest in the Tim Kane Trust.

For a First Cause of Action as Against Defendant Cobb
(Temporary and Permanent Injunctive Relief)

97. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.

98. The Plaintiffs are entitled to and pray for an award of temporary and permanent injunctive relief that Cobb take no action in his capacity as Trustee of the Tim Kane Trust.

99. It is clear from Cobb's resignation from the Pam Kane Trust and from his failure to similarly resign from the Tim Kane Trust that he continues to view himself as a beneficially interested party.

100. It is likewise arguable that through the exercise of the Trustee superpowers that he drafted into the Tim Kane Trust for his benefit that he has the power to make decisions on behalf of the Trust assets to the exclusion of the other Trustees and may act in manners that are for his own benefit even if detrimental to the interests of the Trust and its beneficiaries.

101. Plaintiffs will suffer irreparable harm if the injunction is not granted.

102. Plaintiffs have a strong likelihood of success on the merits of this action and will likely prevail in divesting Cobb of any interest in the subject Trust.

103. There is inadequate remedy at law in that there is no other vehicle through which Cobb will be enjoined during the pendency of this action from acting on behalf of the Trust.

For a Second Cause of Action as to All Defendants
(Legal Malpractice)

104. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.

105. At all times relevant hereto, the Defendants, and each of them, were in an attorney client relationship with Tim and with Pam.

106. The Defendants, and each of them, owed their clients the duties to provide competent legal services and representation to the Plaintiffs, as well as the duty to possess and to exercise the same degree of skill care and learning as would be possessed and exercised by a reasonable and competent attorney under the same or similar circumstances.

107. The Defendants, and each of them, breached their duties to the Plaintiffs 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:

As to Defendant Cobb:

- a. In failing to possess the requisite skill, learning and experience in the preparation of trusts and estate planning documents to prepare the Trust which is the subject of this action;
- b. In providing incompetent legal representation in the preparation and execution of the Trust which is the subject of this action;
- c. In engaging in conflicted legal representation;
- d. In breaching his fiduciary duties to Tim;
- e. In breaching his fiduciary duties to Pam;
- f. In preparing a testamentary instrument that purported to leave himself a substantial gift from a client;
- g. In failing to ensure that Tim was provided with detached and independent legal counsel in reviewing the Trust;
- h. In advancing Lista as “independent” and “detached” legal counsel when Cobb knew that she was infected by the same ethical violations as himself by virtue of her employment with the firm;
- i. In placing his own interests over the interests of his clients;
- j. In seeking to devalue the estate and the assets of his clients through an improper gift to himself; and
- k. In such other particulars as the evidence in the case will demonstrate.

As to Defendant Lista:

- l. In failing to possess the requisite skill, learning and experience in the preparation of trusts and estate planning documents to provide advice to Tim with regard to the Trust which is the subject of this action;

- m. In providing incompetent legal representation in the preparation and execution of the Trust which is the subject of this action;
- n. In engaging in conflicted legal representation;
- o. In purporting to act as “independent” and “detached” legal counsel for Tim when she knew or should have known of the ethical issues that made her involvement in the representation improper;
- p. In attesting that Tim received “independent” and legal counsel when she knew or should have known that he did not;
- q. In placing the interests of her employer over the interests of her client;
- r. In aiding and abetting Cobb’s breaches of his fiduciary duties; and
- s. In such other particulars as the evidence in the case may demonstrate.

As to Defendant CHA

- t. At all times relevant hereto, Defendants Cobb and Lista were acting in their capacities as agents, partners and/or employees of CHA, as a result of which CHA is vicariously liable for their conduct herein.

108. As a direct and proximate result of the conduct of the Defendants herein, the Plaintiffs have been and continue to be harmed. The Trust of Tim Kane has been or will be devalued by the “gift” to Cobb. Pam during her lifetime will not realize the economic benefits of the that portion of the Trust “gifted” to Cobb. The Plaintiffs have been and will be forced to engage in legal proceedings in an effort to mitigate the past, present and future impact of the Defendants’ conduct.

109. The Plaintiffs are entitled to and pray for an award of damages, both actual, in an amount sufficient to compensate fully for all losses herein, as well as punitive in an amount determined by a jury to be sufficient to impress upon the Defendants the seriousness of their conduct and to deter such similar conduct in the future.

**For a Third Cause of Action as Against Defendants Cobb and Lista
(Aiding and Abetting Breach of Fiduciary Duty)**

110. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.

111. At all times relevant hereto, Cobb and Lista owed fiduciary duties to Tim Kane.

112. Defendants Cobb and Lista knew of the fiduciary duties that each owed to Tim.
113. Cobb breached his fiduciary duties to Tim in a number of particulars as set forth herein.
114. Lista aided and abetted her boss, Cobb, in breaching his fiduciary duties to Tim in a number of ways, including but not limited to playing the role as “independent” and “detached” legal counsel to Tim, when she knew that she was neither.
115. Lista breached her fiduciary duties to Tim in a number of particulars as set forth herein.
116. Cobb aided and abetted Lista in breaching his fiduciary duties to Tim in a number of ways, including but not limited to requiring that she play the role as “independent” and “detached” legal counsel to Tim, when Cobb knew that she was neither because she was his employee.
117. As a direct and proximate result of the conduct of the Defendants herein, the Plaintiffs have been and continue to be harmed. The Trust of Tim Kane has been or will be devalued by the “gift” to Cobb. Pam during her lifetime will not realize the economic benefits of the that portion of the Trust “gifted” to Cobb. The Plaintiffs have been and will be forced to engage in legal proceedings in an effort to mitigate the past, present and future impact of the Defendants’ conduct.
118. The Plaintiffs are entitled to and pray for an award of damages, both actual, in an amount sufficient to compensate fully for all losses herein, as well as punitive in an amount determined by a jury to be sufficient to impress upon the Defendants the seriousness of their conduct and to deter such similar conduct in the future.

For a Fourth Cause of Action as Against All Defendants
(Disgorgement)

119. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.
120. An agent may not profit in derogation of his or her duties to the principal.
121. A principal / agent relationship existed between Tim and Pam as principals and each and every Defendant as agents.
122. The Defendants have breached their duties to the Plaintiffs in many particulars as set forth herein.
123. To the extent that any Defendant has received or will receive any benefit from the Plaintiffs, the Plaintiffs are entitled to an accounting of each and every such benefit and to a disgorgement of the same.

For a Fifth Cause of Action as Against All Defendants
(Conspiracy)

124. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.
125. The Defendants combined and conspired together to accomplish the unlawful purpose of taking an interest in the property of the Kane family through an interest in the Trust.
126. The conduct of the Defendants was the direct and proximate cause of special harm suffered by the Plaintiffs, including but not limited to emotional distress and the incurring of legal fees and expenses in the prosecution of this action.
127. The Plaintiffs are entitled to and pray for an award of damages, both actual, in an amount sufficient to compensate fully for all losses herein, as well as punitive in an amount

determined by a jury to be sufficient to impress upon the Defendants the seriousness of their conduct and to deter such similar conduct in the future.

For a Sixth Cause of Action as Against All Defendants
(South Carolina Unfair Trade Practices Act)

128. The paragraphs above are incorporated herein as if realleged and restated in full verbatim.

129. At all times relevant hereto, the Defendants were engaged in commerce in the State of South Carolina.

130. In the course of commerce in the State of South Carolina, the Defendants, and each of them, engaged in unfair and deceptive acts and practices.

131. The conduct of the Defendants, and each of them, is capable of repetition and/or has been repeated.

132. The conduct of the Defendants impacts the public interest in that it involves the provision of legal services.

133. The conduct of the Defendants, and each of them, was willful.

134. As a direct and proximate result of the conduct of the Defendants herein, the Plaintiffs have been and continue to be harmed. The Trust of Tim Kane has been or will be devalued by the “gift” to Cobb. Pam during her lifetime will not realize the economic benefits of the that portion of the Trust “gifted” to Cobb. The Plaintiffs have been and will be forced to engage in legal proceedings in an effort to mitigate the past, present and future impact of the Defendants’ conduct.

135. The Plaintiffs are entitled to and prays for an award of damages against the Defendants for all losses suffered herein, which award should be trebled in accordance with

the South Carolina Unfair Trade Practices Act and accompanied by an award of attorneys' fees and costs.

WHEREFORE, the Plaintiffs pray for a judgment against the Defendants for damages, both actual, in an amount sufficient to compensate fully for all losses herein, as well as punitive in an amount determined by a jury to be sufficient to impress upon the Defendants the seriousness of their conduct and to deter such similar conduct in the future, together with an order temporarily and permanently enjoining Cobb from taking any action as a co-Trustee of the Timothy P. Kane Trust, as well as an award of treble damages and attorneys' fees in accordance with the South Carolina Unfair Trade Practices Act and such additional relief as the Court deems just and proper.

Charleston, South Carolina
February 19, 2025

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