

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

NAUTILUS INSURANCE COMPANY, )  
)  
  Petitioner, )  
)  
  v. )  
)  
RICHARD ALEXANDER MURDAUGH, )  
SR., CORY FLEMING, MOSS & KUHN, )  
P.A., CHAD WESTENDORF, and )  
PALMETTO STATE BANK, )  
)  
  Respondents. )  
\_\_\_\_\_ )

C/A No.: 2:22-cv-1307-RMG

**MOTION FOR SUMMARY  
JUDGMENT BY DEFENDANT  
CHAD WESTENDORF AND  
NOTICE OF JOINING PALMETTO  
STATE BANK’S MOTION FOR  
SUMMARY JUDGMENT**

Defendant Chad Westendorf, through counsel, hereby moves this court for an order of summary judgment pursuant to the Federal Rules of Civil Procedure, Rule 56, dismissing all claims by Plaintiff Nautilus. Westendorf respectfully requests this court grant summary judgment in his favor and dismiss the claims for civil conspiracy and violation of South Carolina Unfair Trade Practices Act. Plaintiff named Defendant Westendorf in this case in his individual capacity. Yet, Westendorf was also employed by Defendant Palmetto State Bank (hereinafter “PSB”) during the time period in question. PSB is alleged to be a co-conspirator with all defendants, and the allegations against Westendorf are similar to those against PSB. So as not to repeat equally applicable legal principles and argument, Westendorf joins and incorporates Palmetto State Bank’s Motion for Summary Judgment (ECF#131). This motion and supporting argument seek only to address issues and facts specific to Westendorf. In that vein, the facts related to Westendorf

demonstrably fail to create an issue of fact or issue of law sufficient to preclude summary judgment.

**I. FACTS RELATED SPECIFICALLY TO CHAD WESTENDORF**

**A. NAUTILUS' ALLEGATIONS**

The Amended Complaint references Westendorf in three (3) places. It alleges that beginning in July 2021, Nautilus became aware of what it labels “Irregularities” related to the Satterfield claims, including that “Murdaugh and Fleming arranged for Westendorf to serve as the personal representative of the Estate of Gloria Satterfield in exchange for a fee, as they had previously done with other officers and directors at Palmetto, effectively removing the Satterfield family from the proceedings,” and that “there was no effort made by Westendorf, Palmetto, Fleming, or MKF to ensure that the funds intended for the Satterfield family were received by the Satterfield family, violating their obligations regarding escrow funds and their disbursement.” (Am. Compl., ECF #8, ¶14 (c) and (h)). Finally, the Amended Complaint alleges that through the “Irregularities,” Murdaugh and others -- including Fleming, MKF, Westendorf, and Palmetto (collectively, “the Co-Conspirators”) -- coordinated efforts to improperly obtain insurance money and disburse insurance proceeds for their own personal gain and at the expense of Nautilus.” *Id.* ¶ 15. It is on these alleged facts that Nautilus bases its claims of civil conspiracy and unfair trade practices against Westendorf.

**B. FLEMING AND MURDAUGH SAW TO IT THAT WESTENDORF HAD LIMITED INVOLVEMENT IN THE CLAIM AGAINST NAUTILUS AND THE SETTLEMENT. WESTENDORF NEITHER RECEIVED THE FUNDS NOR PARTICIPATED IN THEIR DISBURSEMENT.**

Westendorf had never served as a Personal Representative (hereinafter “PR”) or fiduciary

for Murdaugh, Fleming or MKF prior to being asked to serve as the PR for the Estate of Gloria Satterfield in November 2018. (Ex. 1 - 2022 Deposition of Chad Westendorf (hereinafter “CW Depo. #1) at p. 4.). When Westendorf agreed to Murdaugh’s request that he serve as PR on a case, Murdaugh told him only that Defendant Corey Fleming would be his lawyer, and that the purpose of the case was to get some money for Gloria Satterfield’s “boys.” Murdaugh explained Ms. Satterfield had recently died as a result of a fall at Murdaugh’s property caused by his [Murdaugh’s] dog. (Ex. 1, CW Depo. #1, at pp. 21-22, 25, 51-52).

Westendorf first met Fleming on December 19, 2018 at the Hampton County Courthouse, immediately prior to a hearing to approve the first settlement obtained by Fleming for the benefit of the Estate. (Ex. 1, CW Depo. #1 at pp. 47-48). Murdaugh and Fleming explained that Lloyds of London had agreed to pay its \$505,000 to the Estate, that those monies were going to Forge, and represented to both Westendorf and the judge that they expected there to be additional funds from other insurance policies. (Ex. 1, CW Depo. #1 at pp. 51, 53-54, 60). At this initial meeting, Westendorf asked Fleming whether he needed to open a bank account for the Estate. Fleming replied “no,” he did not need to open an account, that he [Fleming] planned to pay Ms. Satterfield’s medical bills from that first settlement, and that he would handle what needed to be done with the funds. (Ex. 1, CW Depo #1 at pp. 8-9, 18, 51). At the December hearing, Fleming represented to the court that he was counsel for Westendorf, as the PR of the Estate. (Ex. 1, CW Depo. #1 at p. 45). He and Murdaugh told the court about the dog causing Ms. Satterfield’s fall and subsequent death, and explained they believed this was one of several settlement approvals they would need. (Ex. 1, CW Depo #1 at pp. 51-52). After presenting the Petition to Approve the settlement to

Westendorf for signature, Fleming presented the same to the court that day. (Ex. 1, CW Depo. #1 at p. 59). Westendorf endorsed the back of Lloyd's of London \$505,000 settlement check as directed by Fleming and returned it for deposit in the law firm account. (Ex. 2, Check Copy).

On January 7, 2019, Murdaugh delivered to Westendorf a check from Fleming's law firm account in the amount of \$10,000 made out to Westendorf identified as PR fee on an accompanying Disbursement sheet with figures approximating the settlement, attorneys' fees, costs, the PR fee, and remainder going to Forge, a company Westendorf understood to be an annuity company being used to set up annuity for Ms. Satterfield's children. (Ex. 1, CW Depo. #1 at pp. 65-67, 53-54; Ex. 3, 1/7/2019 Disbursement Statement). Westendorf signed and returned the Disbursement sheet as directed.

Other than a January 14, 2019 email from Westendorf to Fleming requesting a courtesy copy of the prior Petition to Approve and Disbursement, Westendorf received no further communications from Murdaugh or Fleming until March 19, 2019. (Ex. 4, Moss & Kuhn, P.A. 30(b)(6) Depo. (hereafter "MK Depo.") at pp. 51-52; Ex. 5 MK Depo. Ex. #2). On March 19, 2019, he received a letter from Fleming via US Mail directing him to attend a mediation in Charleston on March 22, 2019. (Ex. 1, CW Depo. #1 at p. 78). Due to the last-minute notice and staffing issues at PSB, Westendorf was unable to attend the mediation in person, and arranged to participate by telephone. At the mediation, he was introduced to the mediator and persons present at the mediation, (which did not include Murdaugh at the time), and thereafter, only spoke to Fleming a few times throughout the day. (Ex. 1, CW Depo. #1 at p. 80). Murdaugh recently revealed that he asked Ms. Satterfield's two sons not to attend the mediation (Ex. 1 to PSB MSJ,

ECF #131-1, at p. 7), a fact concealed from Westendorf until the date of the filing. Importantly, Westendorf did not witness or participate in any communication by any person to any Nautilus representatives, nor did he overhear or witness any communications by Murdaugh to any person that day. (Ex. 1, CW Depo. #1 at pp. 81-82). At the conclusion of the mediation, Fleming reported the case did not settle (Ex. 1, CW Depo. #1 pp. 32, 79-80). Westendorf then received a phone call a few days later informing him that Nautilus had offered to pay \$3.8 million to the Estate. (Ex. 1, CW Depo. #1 at p. 80). He recognized that as a tremendous sum, and agreed Fleming should accept it, with the understanding only that those monies were ultimately destined for Ms. Satterfield's family via an annuity being set up through Fleming's office. (Ex. 1, CW Depo. #1 at p. 53-54, 73, 80-81).<sup>1</sup>

Westendorf signed the Release Agreement negotiated between the attorneys. (Ex. 6 Release). Some time prior to the Nautilus check being issued, Fleming, without notice to Westendorf, directed his law firm be added as an additional payee on the check. (Ex. 4, MK Depo. at p. 62; Ex. 7 Email from Cory Fleming to John Grantland). On April 25, 2019, one of Fleming's investigators delivered the Nautilus check to Westendorf, waited while he endorsed it, and returned to the law firm with the check. (Ex. 1, CW Depo. #1 at p. 95). Fleming deposited the check into his firm trust account on April 26, 2019. (Ex. 8 CHF\_00047). On May 13, 2019, Westendorf attended a second settlement hearing at the same courthouse before the same judge. (Ex. 1, CW Depo. #1 at p. 91). Fleming again presented Westendorf with a Petition to Approve,

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<sup>1</sup> In discovery, Westendorf learned that, on or about March 25, 2019, Fleming, Murdaugh, and the other attorneys signed a South Carolina Rules of Civil Procedure, Rule 43(k) Settlement Memorandum affirming the terms of their agreement. (Ex. 9, Exhibit 19 to CW Depo. #1). Westendorf was neither informed of or shown that document, nor was he listed as a signatory.

and a Settlement Statement similar to the prior Disbursement Statement sheet showing the cumulative \$4.3 Million settlement, fees, and costs, with the remainder listed as “Total to Beneficiaries.” (Ex. 10 Petition to Approve; Ex. 11 Filed Order and Settlement Statement). In Westendorf’s presence, the judge signed what he understood to be the Order approving the total settlement and disbursements. (Ex. 1, CW Depo. #1 p. 93, Ex. 11 Filed Order and Settlement Statement). With regard to the Nautilus check, other than endorsing the check so that Fleming could deposit it into his firm’s trust account and receiving and negotiating the two (2) checks signed by Fleming on his firm’s trust account for the PR fees, Westendorf had no involvement in how the Nautilus funds were deposited, disbursed, split, or otherwise funneled.

**C. WESTENDORF DID NOT KNOWINGLY JOIN WITH FLEMING OR THE MOSS KUHN LAW FIRM TO INJURE NAUTILUS.**

It is undisputed that Murdaugh sought out Westendorf to act as the PR of the Estate of Satterfield and set him up with an attorney, Cory Fleming, his close friend. Unbeknownst to Westendorf, as he had never been involved in a lawsuit before, (Ex. 1, CW Depo. #1 at pp. 22, 48-49), this was not a typical attorney – client relationship. Fleming proposed no representation agreement, and did not discuss how much or how one would calculate either the attorneys’ fees or the PR fee. (Ex. 1, CW Depo. #1 at pp. 9, 32-34; Ex. 4, MK Depo. at pp. 47-48, 55). Fleming did not provide Westendorf with any instruction on the responsibilities of a PR, did not provide Westendorf with copies of estate records or, even, medical bill claims against the estate. (Ex. 4, MK Depo. pp. 55-58; Ex. 1, CW Depo. #1 pp. 5, 8, 29). Fleming did not copy Westendorf on ANY communications with third parties, did not provide Westendorf drafts of pleadings or agreements; he did not consult with Westendorf regarding the merits of the case, litigation strategy or the

judicial process. (Ex. 4 MK Depo at pp. 58-59).

A paper file containing approximately 22 pages represents the universe of written correspondence located between Westendorf and Fleming or any person at MKF. (See Ex. 2 to MK Depo., attached hereto as Ex. 10). Moss Kuhn law firm admitted that it had no knowledge that Westendorf had any knowledge of any scheme to misappropriate funds, no information to support a claim that Westendorf made any agreement with Fleming to misappropriate funds, and no information to support claims that Westendorf participated in any misappropriation of funds. (Ex. 4, MK Depo. at pp. 64-66). It is undisputed that Fleming took complete control of the Nautilus settlement funds, (Ex. 4, MK Depo. at pp. 62, 64) and practically instructed Westendorf: “trust me.” Prior to September 2021, Westendorf had no reason not to do so, and relied solely on Fleming’s counsel. (Ex. 1, CW Depo. #1 at p. 19).

**D. WESTENDORF DID NOT KNOWINGLY JOIN WITH PALMETTO STATE BANK TO INJURE NAUTILUS.**

When serving as the PR for the Estate, Westendorf was also employed by PSB. It is undisputed that upon receiving the initial call from Murdaugh in late November 2018, Westendorf asked his direct supervisor at PSB, Russell Laffitte, who then represented that he had asked Charles A. “Charlie” Laffitte, Russell’s father and then PSB CEO and Chairman of the Board, if it was acceptable to the bank if he served as PR for one of Alex Murdaugh’s cases. (Ex. 1, CW Depo #1 pp. 42-43). Russell Laffitte responded that it would be fine if Westendorf took on that matter. *Id.* Laffitte, however, did not disclose to Westendorf (1) that Murdaugh had asked that he serve as PR for Satterfield first, and that he declined (Ex. 12 PSB 30(b)(6) Depo. Ex. 4 at pp. 353-56, 358-61, 368); (2) why he declined (Ex. 13, 2023 Deposition of Chad Westendorf (hereinafter “CW

Depo. #2”) at p. 28); (3) whether Laffitte had recommended Murdaugh ask Westendorf instead; (4) that he had been involved, even, in questionable or unethical transactions involving Murdaugh in prior dealings; or (5) that there was any risk associated with serving as a fiduciary or PR in one of Murdaugh’s cases. (Ex. 13, CW Depo. #2 at p. 11). No evidence has been presented to show that Westendorf ever communicated again with any person at PSB about the Satterfield matter, until such time as the fraud was uncovered. (Ex. 1., CW Depo. #1 at pp. 6, 62).

Over two (2) years later, and within 2-3 weeks of learning of claims of fraud related to Murdaugh and the Satterfield settlement and retaining new counsel, Westendorf refunded all of those fees to counsel for the Estate of Satterfield (Ex. 1 CW Depo. #1 at p.116). Westendorf took out a personal loan so that he could refund those fees, and is paying on that loan each and every month in the normal course. (Ex. 13 CW Depo. #2 at p. 16).

## II. LAW AND ANALYSIS

### A. CIVIL CONSPIRACY

"The tort of civil conspiracy has four elements: (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff." *Paradis v. Charleston Cnty. Sch. Dist.*, 861 S.E.2d 774, 780 (S.C. 2021). In addition to the agreement, and intent to injure the plaintiff, there must also be “an overt act done pursuant to a common design.” *Todd v. South Carolina Farm Bureau Mut. Ins. Co.*, 278 S.E.2d 607, 611 (S.C. 1981) (reversed on different grounds).

Nautilus has alleged that Westendorf failed to ensure the Satterfields received the

settlement monies, and that he coordinated to obtain the insurance proceeds and disburse settlement funds for his own gain. A complaint about the failure of Westendorf to ensure the settlement funds were paid to the Satterfields, however, simply does not belong to Nautilus and has been addressed in other related litigation.<sup>2</sup> Nautilus has discovered no evidence to support the claim that Westendorf coordinated with any person to improperly obtain insurance proceeds. Nautilus, like any insurance company facing a covered claim against an insured, voluntarily made the decision to settle the case. Westendorf had no knowledge of any falsity regarding the cause of Ms. Satterfield's death, or any indication that Murdaugh might be lying about the dogs being the cause of the fall. Westendorf certainly was not informed in any way of Murdaugh's and Fleming's plan to misappropriate any monies from the Satterfield settlement. Finally, Westendorf did not actually obtain or possess any of the Nautilus funds. Those funds were deposited by Fleming, on his directive, into his firm's trust account. Westendorf received only the PR fees paid by Fleming from his firm's trust account, and his receipt of those fees appeared to have been court approved. The receipt of PR fees, alone, cannot form the basis of a civil conspiracy claim. There is simply no evidence that Westendorf combined with others to injure Nautilus in any way. Receipt of the PR fee was not an unlawful act, nor a lawful act by unlawful means.

Based on failure to present any disputed issue of fact related to the first three (3) of the four (4) elements of civil conspiracy, Westendorf is entitled to summary judgment on Nautilus' claim for civil conspiracy.

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<sup>2</sup> As the court is aware, the Satterfields brought claims against Westendorf, along with the other defendants. See *Satterfield v. Murdaugh, et al.*; C/A No. 2021-CP-25-00298. That case resulted in a settlement and dismissal with prejudice of Westendorf.

B. FLEMING'S KNOWLEDGE OR ACTS CANNOT BE IMPUTED TO WESTENDORF

Nautilus has argued that Westendorf, as a client – the principal, is charged with the knowledge of his attorney – the agent. See Pl's Reply in Support of Motion to Compel, ECF #129 at p. 4, FN. 2, citing *Faulkner v. Millar*, 460 S.E.2d 373, 381 (S.C. 1995)). The case of *Faulkner v. Millar*, however, does not get Nautilus to where it wants to go in this case. While *Faulkner* states the general rule and incorporates earlier precedent discussing when notice to an agent is notice to a principle, *id.* (citing *Citizens Bank v. Heyward*, 133 S.E. 709 (S.C. 1925)), it is consistent with the broader law as set forth herein.

The rule of imputing notice or knowledge from the agent to his principal is generally said to be based upon the theory that it is the duty of the agent to communicate to his principal the knowledge possessed by him relating to the subject-matter of his agency, and material to his principal's protection. Such notice, in order to bind the principal, must, therefore, come to an agent who has authority to act or deal in reference to those matters which the knowledge or notice affects, and which, upon grounds of public policy, it is presumed he has communicated to his principal.

*Hill v. Carolina Power & Light Co.*, 28 S.E.(2d) 545, 550 (S.C. 1943). While notice to an attorney is notice to the client in the most general sense, *see Dorman v. Campbell*, 500 S.E.2d 786, 790 (S.C. Ct App. 1998), the law provides an exception for fraud. *See Crystal Ice Co. v. First Colonial Corp.*, 257 S.E.2d 496, 498 (S.C. 1979) (emphasis added). The fraud exception disallows the imputation of notice from an attorney to client when (1) the attorney (agent) is acting fraudulently against his client's (the principal) interest, or (2) for any other reason has an interest in concealing his acquired knowledge from his principal. *Id.* However, when a third-party victim of the alleged fraud *has no connection to the fraud or had no knowledge or notice that fraud was being*

*perpetrated*, South Carolina courts have held that knowledge or acts of an agent can, in fact, be imputed to the principal. *Id.* (emphasis added).

Nautilus cannot claim to be an ignorant third -party victim. In this case, it is undisputed that Nautilus had notice of indications of fraud involving Murdaugh's claims that Ms. Satterfield's fall was caused by his dog. As is set forth in detail in PSB's Motion for Summary Judgment, (PSB MSJ, ECF #131 at pp. 4-6), prior to the mediation which resulted in Nautilus paying \$3.8 Million to settle the claim, Nautilus had retained investigators, lawyers, and adjusters to assess the claim being asserted on behalf of the Estate of Satterfield. Nautilus' agents communicated their concerns regarding Murdaugh's claim that his dog caused Ms. Satterfield's fall and why his former law partner was bringing suit against him. Nautilus was perfectly capable and had every right to reject the demands made by Fleming and Murdaugh at the mediation. With notice of possible fraud and falsity of claims, Nautilus made the decision to pay the \$3.8 Million to the Estate, and as consideration, received a Release from the Estate of Satterfield. In this case and under these circumstances, Nautilus cannot be deemed an innocent party with no notice of fraud.

As such, the court should simply apply the fraud exception to the rule of imputation, and reject Nautilus' efforts to tether Westendorf to Fleming or Murdaugh any longer. The undisputed facts place Westendorf squarely within the fraud exception to imputation. Fleming has admitted to misappropriating funds from the settlement monies for his personal benefit. (Ex. 14, Fleming Guilty Plea Tr. at pp. 27-29). It is undisputed that Fleming concealed his plan with Murdaugh to take a portion of the settlement funds for himself. Fleming concealed material information regarding the Estate's status and claims from Westendorf, and kept Westendorf in the dark

regarding the merits of the case. Fleming continued to conceal his taking of certain settlement funds for his personal benefit as late as September 16, 2021, even as the world was learning of the fraud Murdaugh perpetrated on the Satterfield family.

The undisputed facts detailing how little Westendorf knew and how little he was allowed to know by those around him only amplify Westendorf's lack of notice or knowledge of any past wrongdoing by Laffitte or anyone else at PSB, his lack of notice of potential wrongdoing related to serving as PR for Estate of Satterfield, and form no link between Westendorf and PSB or its officers.

**C. THE COURT SHOULD GRANT SUMMARY JUDGMENT ON THE UNFAIR TRADE PRACTICES CAUSE OF ACTION**

In the interest of brevity, Westendorf refers to PSB's Motion for Summary Judgment setting forth the necessary elements of a SCUTPA claim. (PSB MSJ, ECF #131 at pp. 13-14). Westendorf, too, was not involved in "trade" or "commerce" with Nautilus. Acting as a plaintiff in a civil matter does not involve conduct of advertising, offering for sale, sale or distribution of any services, property, or thing of value with respect to Nautilus. Nautilus' voluntary decision to pay to settle the Satterfield claim in exchange for a release of any and all claims by the Estate of Satterfield is the sole cause of Nautilus' damages.

Nautilus has failed to present any material disputed issues of fact to possibly support the elements of the SCUTPA claim. The court should grant summary judgment in favor of Westendorf.

### III. CONCLUSION

Defendant Chad Westendorf respectfully requests this court grant summary judgment as to Nautilus' claims, and dismiss him from this action.

s/Christy Ford Allen  
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Christy Ford Allen (Federal ID #7549)  
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ATTORNEYS FOR CHAD WESTENDORF

CHARLESTON, SC

July 28, 2023

# EXHIBIT “1”

CHAD WESTENDORF - ROUGH DRAFT

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P R O C E E D I N G S  
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THE VIDEOGRAPHER: Today is February 22nd, 2022. The time is approximately 10:04 a.m. We are now on the record.

This is the beginning of media 1 in the deposition of Chad Westendorf in the matter of Michael Tony Satterfield and Brian Harriott versus Richard Alexander "Alex" Murdaugh, et al. The case is in the Court of Common Pleas for the Fourteenth Judicial Circuit, County of Hampton, State of South Carolina, case Civil Action Number 2021-CP-25-0298. Today's location is 1500 Calhoun Street, Columbia, South Carolina 29201.

My name is Chuck Habrack. I am the videographer. The court reporter is Cindy First. We are representing EveryWord, Inc. If counsel will please introduce yourself, whom you're representing, then the court reporter can swear in the witness.

MR. BLAND: I'm Eric Bland, Scott Mongillo and Ronnie Richter, on behalf of the Plaintiff, the Estate of Gloria Satterfield.

CHAD WESTENDORF - ROUGH DRAFT

1 MR. LYDON: Tommy Lydon on behalf of Chad  
2 Westendorf.

3 THE COURT REPORTER: Please raise your  
4 right hand to be sworn. Do you solemnly swear  
5 the testimony you are about to give shall be  
6 the truth, the whole truth, and nothing but the  
7 truth, so help you God?

8 MR. WESTENDORF: Yes, ma'am.

9 - - -

10 CHAD WESTENDORF, being first duly  
11 sworn, was examined and testified as  
12 follows:

13 - - -

14 EXAMINATION

15 - - -

16 BY MR. BLAND:

17 Q Good morning, Mr. Westendorf.

18 A Good morning.

19 Q My name is Eric Bland. I represent, as  
20 you know, the Estate of Gloria Satterfield and the  
21 personal representative of her estate, her son, Tony  
22 Satterfield.

23 We are here to take your deposition today  
24 in the case that's pending at this time against Alex  
25 Murdaugh, Eddie Smith and, I believe, Bank of

## CHAD WESTENDORF - ROUGH DRAFT

1 America. You are no longer a party. Your bank is  
2 no longer a party; and so that is the circumstances  
3 of we're taking your deposition today. It's by a  
4 videographer and court reporter.

5 Have you ever had your deposition taken  
6 before?

7 A No, sir.

8 Q Okay. Do you understand the rules of the  
9 road, how it's going to be, in terms of I ask you  
10 questions and then you give answers to those  
11 questions, and everything is recorded by Cindy and  
12 also by the videographer?

13 A Yes, sir.

14 Q You'll have the opportunity at the end of  
15 this deposition to make a decision whether you want  
16 to read and sign your transcript. Your lawyer will  
17 give you that advice.

18 So with that said, let's get started.

19 A Okay.

20 Q How many times did you meet with Tony  
21 Satterfield or Brian Harriott?

22 A I didn't.

23 Q How many times did you ever speak to Tony  
24 or Brian?

25 A I didn't.

CHAD WESTENDORF - ROUGH DRAFT

1 Q How many documents did you send to Tony  
2 and Brian in connection with the work that you did  
3 as personal representative of the Estate of Gloria  
4 Satterfield?

5 A None.

6 Q Did you speak with any of the family  
7 members of Gloria Satterfield during your  
8 representation of the estate as the PR?

9 A No, sir.

10 Q Okay. And my understanding is you were  
11 personal representative from about December 18th,  
12 2018, until late September of 2021. Is that  
13 correct?

14 A That is correct.

15 Q All right. Other than your initial  
16 documents that you filed with the probate court, and  
17 then the documents that Tommy helped you filed in, I  
18 think, October or September of 2021, did you file  
19 any other documents with the probate court?

20 A No, sir.

21 Q Okay. My understanding in this matter is  
22 that this was the first time you acted as personal  
23 representative of somebody's estate. Is that  
24 correct?

25 A Yes, sir.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Okay. What did you do to educate yourself  
2 or avail yourself of what your responsibilities and  
3 duties were?

4 A Spoke to Cory Fleming, the attorney for  
5 the estate, when I met with him.

6 Q Okay.

7 A Asked him what I needed to do as the  
8 personal representative.

9 Q Did he give you any written documents or a  
10 list of items that you were supposed to do?

11 A No, sir.

12 Q Did you do any independent research on  
13 your own and look up under South Carolina law what a  
14 PR is supposed to do on behalf of an estate?

15 A No, sir.

16 Q All right. Did you talk with Alex  
17 Murdaugh at all about what your duties would be as  
18 personal representative?

19 A I had questions when he asked me if I  
20 would serve.

21 Q Okay. Did the request come from Cory or  
22 from Alex for you to serve?

23 A Alex.

24 Q Okay. And I know that there's a document  
25 that we'll get to where you said that you sought

CHAD WESTENDORF - ROUGH DRAFT

1 permission from your supervisors, whether it was  
2 Russ Laffitte or somebody else on the board. Did  
3 they give you the consent to serve as PR?

4 A Yes, sir.

5 Q All right. Did they assist you in your  
6 duties as PR?

7 A No, sir.

8 Q Did they tell you, hey, this is what you  
9 need to do or this is what you don't need to do?

10 A No, sir.

11 Q Were you aware that Russ Laffitte had been  
12 a PR for the Murdaugh firm clients in other cases?

13 A I was told he had served, but I didn't ask  
14 him.

15 Q Okay. Did you understand that, as a  
16 personal representative, that you were a fiduciary?  
17 Do you understand the term "fiduciary"?

18 A I did not.

19 Q Okay. Do you understand it now?

20 A Not really.

21 Q Okay. That you owed duties not only to  
22 the estate, who you were a personal representative  
23 for -- right?

24 A Yes, sir.

25 Q -- but that you realize that you are an

CHAD WESTENDORF - ROUGH DRAFT

1 officer of the court? Did you realize that?

2 A I did not.

3 Q Okay. Did you realize that you had to be  
4 approved by the probate court to be a PR, right?

5 A Yes.

6 Q Did you ever have any concerns about the  
7 duties, what your duties were or what you were  
8 supposed to be doing or you were more reactive, and  
9 Cory Fleming would ask you or tell you to do  
10 something?

11 A Prior to accepting, I had some concerns  
12 about what -- what liability I would have for --  
13 from creditors. That was my main question I asked,  
14 if there was any personal back on me.

15 Q Who did you ask that of?

16 A Alec.

17 Q What did Alec tell you?

18 A He said there wasn't any problem, it  
19 wouldn't come back on me.

20 Q Did you wonder if you had to have like a  
21 bond or insurance?

22 A I did not.

23 Q Okay. And so your main concern was what  
24 liability you may have to the creditors?

25 A Sure.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q And who were the creditors? Do you  
2 remember?

3 A I don't know.

4 Q Do you remember whether they were medical  
5 providers, funeral homes, or anything like that?

6 A No, sir.

7 Q All right. Do you think it was your job  
8 to find out who the creditors of the estate were if  
9 you were going to be the PR?

10 A Again, I asked the attorney what I needed  
11 to do.

12 Q Okay. What was your job? As PR, tell me  
13 what you were supposed to do.

14 A I don't know.

15 Q Were you supposed to be just in name only  
16 or did you have actually affirmative duties? You  
17 don't know?

18 A I don't know. I mean, my first meeting  
19 with Cory, I asked what I needed to do as personal  
20 representative; did I need to --

21 Q What did he tell you?

22 A He said, "Nothing at this moment. I'll  
23 take care of it."

24 And I asked specifically about opening an  
25 account, did I need to open an account, did it need

CHAD WESTENDORF - ROUGH DRAFT

1 to have an estate account.

2 And he said, "Not at this time."

3 Q Well, did you have a fee agreement with  
4 the estate that would set forth how you would be  
5 compensated or what your scope of duties would be?

6 A No, sir.

7 Q Did you ever think that you needed such a  
8 fee agreement?

9 A I didn't know about it, no, sir.

10 Q Did you ever educate yourself on what the  
11 actual claims were that were being made by Cory  
12 Fleming on behalf of the estate or the PR against  
13 Alex Murdaugh? Did you ever educate yourself on  
14 those claims?

15 A On the accident?

16 Q Yes.

17 A I was told in judge's chambers, the first  
18 time we met, what those were.

19 Q So when you accepted to become PR, and  
20 before you actually got approved, there was a gap in  
21 time.

22 A Yes, sir.

23 Q You didn't educate yourself on what the  
24 claims were?

25 A When I accepted it initially, I wasn't

## CHAD WESTENDORF - ROUGH DRAFT

1 aware of what the case was. And after I accepted,  
2 then I was told what the case was, but from that  
3 point forward, no.

4 Q So the first time you really found out  
5 about it was when you went to Judge Mullen's  
6 chambers on December 19th?

7 A Correct.

8 Q Is that your custom, to accept a title or  
9 an office without understanding what the office  
10 would entail?

11 MR. LYDON: Object to the form.

12 You can answer if you can.

13 BY MR. BLAND:

14 Q You know, somebody names you as president  
15 of the banking association, do you say, "Well, look,  
16 I need to know what my duties would be or what I'm  
17 supposed to do as a president and what it's all  
18 about"? Do you understand?

19 A Yeah, I understand your question.

20 Q I'm a little taken aback that you would  
21 accept becoming a PR for a claim and not really  
22 understand what the claim would be.

23 Did you find it strange that Alec was the  
24 one that was asking you to be the PR when he was  
25 the, quote, target defendant? There hadn't been

CHAD WESTENDORF - ROUGH DRAFT

1 litigation started, so there was a claim.

2 You understand the difference between a  
3 claim and litigation?

4 A No.

5 Q Okay. At that time Cory had written  
6 Alex's homeowners insurance carrier and the excess  
7 carrier and made a demand for the death of Gloria  
8 Satterfield. Do you remember hearing about that?

9 A Yes.

10 Q Okay. And that was not in litigation.  
11 Cory didn't file a complaint. Alex didn't get a  
12 lawyer to answer the complaint. There weren't  
13 depositions. He wrote a letter; and as a result of  
14 that, the primary carrier tendered their limits, and  
15 then the excess carrier offered a portion of their  
16 limits.

17 Are you aware of that?

18 A Yeah.

19 Q Okay. So when you accepted to become PR,  
20 did Cory give you all of the documents --

21 A No, he did not.

22 Q -- to say, hey, here's what I have  
23 demanded. You know, the accident happened on  
24 February 2nd. The dogs caused Gloria to fall down  
25 the stairs. We're making a demand of these

CHAD WESTENDORF - ROUGH DRAFT

1 characters.

2 Did Cory do that?

3 A No, sir.

4 Q Okay. Would you agree with me just  
5 because somebody falls on a property and dies, that  
6 doesn't make a landowner liable, right?

7 MR. LYDON: Object to the form.

8 You can answer.

9 THE WITNESS: Excuse me?

10 MR. LYDON: You can answer, if you can.

11 BY MR. BLAND:

12 Q Did you educate yourself?

13 A No, I did not on the insurance, no.

14 Q Did you educate yourself on finding out,  
15 what was Alex's responsibility for Gloria's death?  
16 Why does his homeowners carrier, his excess carrier  
17 have to pay? Did you ever ask those questions?

18 A I didn't investigate, no, sir.

19 Q Okay. So from March 28th, 2018, up until  
20 December 18th, 2018, when you became PR, Tony  
21 Satterfield was PR. And you told me you had no --  
22 you didn't meet him; you didn't speak to him or  
23 whatever.

24 A No.

25 Q What made you more qualified to be PR than

CHAD WESTENDORF - ROUGH DRAFT

1 Tony?

2 A I don't know.

3 Q Did you ever ask why Tony shouldn't  
4 continue to serve?

5 A No, sir.

6 Q Did you know that Tony was the PR and that  
7 you were replacing him?

8 A I saw in my document from the probate that  
9 I was successor PR.

10 Q Okay. You appear to me to be a very  
11 serious individual. I've done some research on you.  
12 You know, you're well-regarded in the Hampton  
13 community. I mean, you would agree to take on this  
14 responsibility to be a personal representative of an  
15 estate is a serious thing?

16 A Yes, sir.

17 Q And I assume that you wanted to take it  
18 seriously.

19 A Yes, sir.

20 Q Now, looking back in hindsight, I would  
21 think that you would say to yourself, I wish I would  
22 have done this or this or this, right?

23 A Yes.

24 Q Okay. So in this case -- 1 -- Tommy sent  
25 me your complete file.

## CHAD WESTENDORF - ROUGH DRAFT

1 A Okay.

2 - - -

3 (Description marked  
4 PARTYEXB Exhibit  
5 Number for identification.)

6 - - -

7 BY MR. BLAND:

8 Q And so I'm going to show you as Exhibit 1  
9 the documents that Tommy sent to me (handing). And  
10 these are Bates stamp number Westendorf 000001 --  
11 five zeros and a 1 -- through 65. And I'm going to  
12 ask you just to review it. I'm not going to ask you  
13 questions.

14 But do these appear to be the extent of  
15 the file documents that you had in connection with  
16 your duties as PR?

17 A (Witness complies with request.)

18 Yes, sir.

19 Q Okay. And those are documents that you  
20 either obtained or were sent to you. Who -- I  
21 assume Cory would have provided those to you, Cory  
22 Fleming.

23 A Some of those.

24 Q Some of those. Okay.

25 Would you agree with me that up until the

CHAD WESTENDORF - ROUGH DRAFT

1 time you actually resigned as PR in late  
2 September 2021, you continued to owe duties up until  
3 that time to the estate, which you were a personal  
4 representative, as well as to the probate court?

5 A Could you ask that one more time? I'm  
6 sorry.

7 Q Would you agree with me that up until the  
8 time that you resigned in late September 2021, that  
9 you would have continued to owe duties up until that  
10 date to not only the estate, but to the probate  
11 court?

12 A I understand that now. Yes, sir.

13 Q Okay. So that is the extent of the  
14 documents that you have in your possession?

15 A Yes, sir.

16 Q All right. So I'm going to show you  
17 Exhibit Number 1, and we're just going to run  
18 through these real quick. I mean Exhibit Number 2.  
19 Sorry.

20 - - -  
21 (Description marked  
22 PARTYEXB Exhibit  
23 Number for identification.)

24 - - -

25 BY MR. BLAND:

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Here are the -- this is 2. This is the  
2 initial documents that were filed by Tony  
3 Satterfield (handing).

4 Did you ever get a copy of these? This is  
5 when he became PR and he filed the initial inventory  
6 of Gloria Satterfield. Brian renounced -- he would  
7 renounce his right to be a PR. And this is Tony's  
8 initial documents dated March 28th.

9 Did you ever see these before you became a  
10 PR?

11 A No, sir.

12 Q Did you educate yourself on what the  
13 inventory of the estate is? Do you know that  
14 expression that I'm saying?

15 A Now I do.

16 Q Okay.

17 A But no, I did not, to answer your  
18 question.

19 Q That neither Alec nor -- do you prefer  
20 that I call him Alec? I call him Alex. It confuses  
21 me.

22 A Whatever.

23 Q That neither Alex nor Cory said, hey, you  
24 need to understand --

25 A No, I did not.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Do you know how much was the initial  
2 inventory in the estate?

3 A Now I do.

4 Q About \$26,000?

5 A Yes, sir.

6 Q And when you filed your inventory, you  
7 said it was \$26,000, too. Is that correct?

8 A Yes.

9 MR. LYDON: Object to the form.

10 BY MR. BLAND:

11 Q Your exit inventory. Is that correct?

12 MR. LYDON: Accounting. For the record,  
13 it was his accounting.

14 MR. BLAND: Accounting. Sorry. Thanks.

15 He's better at it than me.

16 BY MR. BLAND:

17 Q When you filed your accounting, you filed  
18 it as the same amount as the initial inventory; is  
19 that correct?

20 A That is correct.

21 Q And you never advised the court, the  
22 probate court, about any of the settlements, the  
23 505,000 one and the 3.8 million? You never advised  
24 the probate court about those, did you?

25 A No, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q And you were aware that \$50,000 of the  
2 overall settlement amount of 4.3 million --  
3 4,305,000, 50,000 was allocated to the survival  
4 claim. Are you aware of that?

5 A Yes, sir.

6 Q Do you know the difference between  
7 wrongful death and survival?

8 A No, sir.

9 Q Okay. Did anybody tell you that the  
10 survival claim, the survival money, the \$50,000, had  
11 to be paid to the probate court?

12 A No, sir.

13 Q Did you have an understanding that it was  
14 your job to get money or assets to advise the  
15 probate court if the probate court had to be the  
16 recipient of those assets? Did you realize that?

17 A I would have thought so, yes.

18 Q Okay. Tell me why you never even  
19 marshaled the \$50,000 and paid that into the probate  
20 court.

21 A I asked Cory what I needed to do, and he  
22 said he would handle it -- I know I'm saying that --  
23 and he was going to pay some medical bills. This  
24 was at our first meeting.

25 Q But I'm talking about after the

CHAD WESTENDORF - ROUGH DRAFT

1 settlements came in, you know, after the first  
2 settlement conference on December 19th.

3 A He said he was going to handle it.

4 Q Okay. So is it fair to say that your  
5 answer or defense for what you did or didn't do was  
6 based on the reliance of your counsel?

7 A Yes, sir.

8 Q So it was Cory Fleming who told you what  
9 to do and not to do, or you expected that Cory  
10 Fleming would tell you what to do or not to do?

11 A I was expecting that, yes, sir.

12 Q Okay. So who prepared the probate  
13 documents for you to accept to become PR? Did  
14 Alex's firm do that?

15 A I would assume so.

16 Q Not Cory?

17 A No, sir.

18 Q Okay. Did you deal with any of Alex's  
19 paralegals --

20 A No, sir.

21 Q How did you get the document to sign your  
22 name and do that? Did Alex give it to you?

23 A He brought it to me.

24 MR. BLAND: Okay. The next document I'm  
25 going to show you is Exhibit Number 3

## CHAD WESTENDORF - ROUGH DRAFT

1 (handing).

2 - - -

3 (Description marked  
4 PARTYEXB Exhibit  
5 Number for identification.)

6 - - -

7 BY MR. BLAND:

8 Q This is a letter dated 5/24/2018. So it's  
9 a couple months into when Tony's PR, before you  
10 became a PR that year. This is the Murdaugh firm  
11 actually writing a letter to Trident Anesthesia  
12 Group saying that they represent Michael Satterfield  
13 as the PR for the Estate of Gloria Satterfield.

14 Do you see that?

15 A Where is that?

16 Q The first line (indicating).

17 A Oh, okay.

18 Q Did you ever see this letter before?

19 A No, sir.

20 Q Did Cory Fleming ever tell you that not  
21 only he but the Murdaugh law firm and Alex Murdaugh  
22 were also representing the Estate of Gloria  
23 Satterfield?

24 A No, sir.

25 Q Were you ever made aware by Alex that he

CHAD WESTENDORF - ROUGH DRAFT

1 had sent out letters saying that his law firm had  
2 represented Gloria Satterfield in the estate?

3 A No, sir.

4 Q Okay. Now, you were taking -- or you were  
5 having discussions before you became PR and after  
6 you became PR with Alex Murdaugh about the -- these  
7 claims, right?

8 MR. LYDON: Object to the form.

9 You can answer.

10 BY MR. BLAND:

11 Q Did you have discussions with Alex,  
12 obviously, before --

13 A Not about the claims, no.

14 Q But you had discussions with Alex about  
15 becoming PR?

16 A Correct.

17 Q Okay. Did that strike you as curious that  
18 the target defendant was having discussions with you  
19 instead of the plaintiff?

20 A Not really.

21 Q All right. Why didn't that -- why didn't  
22 you find that strange? Did you think that everybody  
23 had a unity of interest?

24 A No, but I thought he was helping the kids  
25 out. That's what he claimed to be doing; he was

CHAD WESTENDORF - ROUGH DRAFT

1 helping the boys.

2 Q Doing what? How did he help them?

3 A Giving him funds, money.

4 Q To do what?

5 A Because they lost their mother.

6 Q And was it also to pay medical bills, too?

7 A He didn't say that.

8 Q Okay. Have you ever been involved in a  
9 lawsuit before?

10 A No, sir.

11 Q Anybody you know that has been in a  
12 lawsuit that you know of?

13 A No, sir.

14 Q The concept of a defendant, do you know  
15 the difference between a plaintiff and --

16 A Yes, sir.

17 Q The concept of a defendant helping out the  
18 plaintiffs is not a usual concept that we see as  
19 lawyers. You would agree with that?

20 A I would agree, yes, sir.

21 Q So in this particular case, there seemed  
22 to be cooperation between Cory and Alex in what was  
23 being done to facilitate the claim in connection  
24 with Gloria's death. Is that a fair statement?

25 A Yes.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Okay. So you never saw this letter?

2 A No, sir.

3 MR. BLAND: Okay. The next document is  
4 Exhibit Number 4 (handing).

5 - - -

6 (Description marked  
7 PARTYEXB Exhibit  
8 Number for identification.)

9 - - -

10 BY MR. BLAND:

11 Q And this would indicate that Alex's  
12 paralegals are -- do you know who agriswold is?

13 A No, sir.

14 Q At Alex's firm?

15 A No, sir.

16 Q Do you know who Tanya King is?

17 A No, sir.

18 Q Do you know whether Tanya King is the  
19 paralegal to Cory Fleming? If you look under --

20 A Yes. I'm reading that, yes.

21 Q Okay. So would you see here that they're  
22 communicating with each other to get signatures of  
23 Tony Satterfield as the PR?

24 A Yes.

25 Q Okay. But you had not seen that document?

CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 MR. BLAND: Okay. The next document is  
3 Exhibit Number 5 (handing).

4 - - -

5 (Description marked  
6 PARTYEXB Exhibit  
7 Number for identification.)

8 - - -

9 BY MR. BLAND:

10 Q Did you know that Tony, prior to becoming  
11 PR, was seeking advice from Alex about bills that  
12 came in about the insurance policy from Vanderbilt,  
13 and then Trident Hospital? Do you know Trident's  
14 relationship to this whole matter?

15 A Now I do, yeah.

16 Q You didn't know then?

17 A I did not.

18 Q Did you ever find out who Gloria was when  
19 you became her PR? Did you know that she was the  
20 housekeeper?

21 A Yes.

22 Q Did you know that she had died?

23 A Yes.

24 Q Did you know she had died at the Moselle  
25 property?

CHAD WESTENDORF - ROUGH DRAFT

1 A Yes.

2 Q Who told you all that?

3 A Alec.

4 Q Alec did. What did he tell you about her  
5 death?

6 A That she had a fall with his dog.

7 Q His dog -- dog or dogs?

8 A Dog.

9 Q Okay. And that she --

10 A Hit her head and spent some time in the  
11 hospital, and then she --

12 Q Passed away --

13 A -- passed away from the injuries.

14 Q Okay. So you were unaware, when you  
15 accepted the PR, that Tony was seeking legal advice  
16 all throughout 2018 from not only Cory Fleming but  
17 Alec, as well?

18 A I had no idea.

19 MR. BLAND: Next is Exhibit 6 (handing).

20 - - -

21 (Description marked  
22 PARTYEXB Exhibit  
23 Number for identification.)

24 - - -

25 BY MR. BLAND:

CHAD WESTENDORF - ROUGH DRAFT

1 Q Do you remember the date that you were  
2 approached by Alec to become PR?

3 A I want to say it was November the 21st. I  
4 know it was the Wednesday before Thanksgiving --

5 Q Okay.

6 A -- because I was in the mountains with my  
7 family, and he called me.

8 Q He called you on the phone?

9 A Yes, sir.

10 Q And he had your number?

11 A Yes, sir.

12 Q Did he have your number because you guys  
13 were friends or because you were a banker?

14 A I would say it would be more friends  
15 because I didn't bank him.

16 Q So how did you know him?

17 A Grew up around him and just been in the  
18 town.

19 Q Would you call him a friend?

20 A Yeah.

21 Q Did you socialize with him?

22 A No.

23 Q Okay.

24 A I mean --

25 Q And does your wife have any relationship

## CHAD WESTENDORF - ROUGH DRAFT

1 to him at all?

2 A No.

3 Q Okay. So this is a letter that Cory  
4 Fleming wrote demanding the \$500,000. And he put a  
5 deadline that they had until 5:00 p.m. on  
6 November 12th to respond.

7 Were you aware that there was a demand,  
8 when you were asked to become a PR, that the  
9 insurance proceeds be paid of \$505,000?

10 A No, sir.

11 Q Okay. Do you know who Scott Wallinger is?

12 A No, sir.

13 Q He was the attorney for Lloyd's. Do you  
14 know who Lloyd's was?

15 A Insurance company.

16 Q Were they the primary or the excess? Do  
17 you remember?

18 A They were the first one.

19 Q Right; which is rare. Usually when you  
20 think of Lloyd's, you think that they are the  
21 excess. But this one -- who was the excess in this  
22 case? Do you remember?

23 A I believe Nautilus.

24 Q Nautilus. And Nautilus was represented by  
25 a guy named John Grantland. Did you ever meet him?

## CHAD WESTENDORF - ROUGH DRAFT

1 A Over the phone.

2 Q Over the phone?

3 A Yes, sir.

4 Q What was that for?

5 A Mediation.

6 Q So it was, like, COVID times or whatever?

7 A No, sir. I just was unable to make it due  
8 to bank stuff. There was several out at the bank.

9 Q I was told that neither Wallinger nor  
10 Grantland came to either hearing in front of Judge  
11 Mullen. Is that true?

12 A That's true. That I was at --

13 Q Right.

14 A -- let me say that.

15 Q So the two settlement hearings that you  
16 attended on December 19th, 2018, and then May 13th,  
17 2019, it was just you, Cory, and Alex, and then  
18 Judge Mullen?

19 A And her clerk was at the first one. And  
20 then the second was just Judge Mullen, myself, and  
21 Cory Fleming.

22 Q So the only difference was there was a  
23 clerk at the first one?

24 A And Alec. Alec wasn't at the second one.

25 Q Alec wasn't?

CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 Q So at the second one, who was there?

3 A Cory Fleming, me, and Judge Mullen.

4 Q All right. I want to show you Exhibit  
5 Number 7 (handing).

6 - - -

7 (Description marked  
8 PARTYEXB Exhibit  
9 Number for identification.)

10 - - -

11 BY MR. BLAND:

12 Q This is the creditor's claim that was  
13 filed by a law firm for one of the medical  
14 providers. And this was the hospital, and it was  
15 more \$655,539.60.

16 Do you -- do you ever recall seeing a copy  
17 of this creditor's claim in the probate court file?

18 A Not early on. After the fact.

19 Q Okay. When you became PR, did you get  
20 a -- did you go to the probate court and say, "Hey,  
21 I want to see a copy of all the files"?

22 A No, sir.

23 Q Do you know whether that's your duty to  
24 actually review?

25 A I do not.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Do you know today whether you would have a  
2 duty to review the probate --

3 A Yes, sir.

4 Q And you did not do that; is that right?

5 A I did not go the probate court, no, sir.

6 Q Do you realize that as PR for the estate,  
7 if there's creditors that have filed claims against  
8 the estate, you have an obligation to deal with  
9 those creditors on behalf of the estate?

10 A Yes, sir.

11 Q And so a creditor filed a claim for  
12 \$655,000. And then throughout the course of your  
13 becoming a PR, you learned that \$50,000 would go to  
14 the survival of Gloria for her death, right? And  
15 then the rest went for wrongful death. Do you know  
16 the difference?

17 A I do now.

18 Q You didn't know the difference --

19 A I did not.

20 Q Did Cory ever explain that to you, what  
21 the difference was?

22 A No, sir.

23 Q That the wrongful death travels outside of  
24 the estate, and survival has to be an estate asset,  
25 the survival moneys. Do you know that now?

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yes, sir.

2 Q Do you know how it was determined that  
3 \$50,000 would only be allocated for survival?

4 A I don't.

5 Q Gloria lived three weeks, right?

6 A Okay.

7 Q She died February 26th, after the fall.

8 A Right.

9 Q So -- and \$4.3 million was recovered.

10 Which did you ever educate yourself on whether that  
11 was a good settlement or not a good settlement?

12 A No, sir.

13 Q Do you realize that you actually had to  
14 approve that settlement?

15 A Yes, sir.

16 Q So when somebody came to you and said,  
17 "Look, we've settled for \$505,000," did you say,  
18 "Why are we settling for that amount?" Or "What's  
19 the status? Is there any more insurance money?"  
20 Did you ask those kind of questions?

21 A It was told in the meeting with Judge  
22 Mullen on the 19th that there was -- there was  
23 another claim out and we might have some mediation  
24 on that.

25 Q Okay.

## CHAD WESTENDORF - ROUGH DRAFT

1 A So the first one was for 500 that we were  
2 in, and then --

3 Q And so when you go to the mediation and it  
4 settles for 3.8 million at the mediation --

5 A Yes, sir.

6 Q -- did you -- what did you do to satisfy  
7 yourself that that was a good settlement or whether  
8 you should have gotten more on behalf of the estate?

9 A I thought it was a good settlement. But  
10 no, I did not educate myself.

11 Cory called me a couple days after  
12 mediation and said that they're willing to settle  
13 for the 3.8; are you -- is that good with you?

14 Q You realize you're the client?

15 A Sir?

16 Q You realize you were the client?

17 A I did not.

18 Q Did you -- you never realized that you  
19 were Cory's client?

20 A I thought we were working together.

21 Q Okay. But that Cory owed duties to you as  
22 an attorney. Did Cory ever sign a fee agreement  
23 with you --

24 A No, sir.

25 Q -- explaining what he would do for you?

CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 Q But you realize that it's your duty, once  
3 you accept to become PR, is to prosecute a claim on  
4 behalf of the estate, and that was a claim against  
5 Alex. That's your duty. You realize that?

6 You have to say yes or no.

7 A Yes.

8 Q Okay. And whether Alec was your friend,  
9 you accepted to become PR where he was the, quote,  
10 target defendant, right?

11 A Yes, sir.

12 Q And it would require you, am I correct, to  
13 put aside your friendship and do what was in the  
14 best interest of the estate which you represented.  
15 That would be your single-minded focus, right?

16 A Yes, sir.

17 Q Couldn't do what was best for Cory, right?

18 A Yes.

19 Q Couldn't do what's best for Chad?

20 A Correct.

21 Q Couldn't do what's best for Alec. It had  
22 to be for the estate and the estate only.

23 A Yes, sir.

24 Q So you got paid \$10,000 on the first  
25 settlement --

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yes.

2 Q -- as the PR fee. And then you got paid  
3 \$20,000 on the second settlement. How was that  
4 determined?

5 A I have no idea.

6 Q Did you negotiate that with Cory and Alec?

7 A No, sir.

8 Q Did -- did they call you on the phone and  
9 say, "What would you want?"

10 A No, sir.

11 Q Did you understand what it was for?

12 A Yes, sir.

13 Q What was it for?

14 A I was told it was for the PR fee.

15 Q Okay. What did you do for that fee?

16 A Went to meetings with the judge and --

17 Q Two hearings.

18 A -- and then was on a mediation call.

19 Q That would be it?

20 A That would be it.

21 Q Okay. Do you realize, as the PR, you had  
22 a duty to account for moneys?

23 A I do now.

24 Q Okay. Do you realize that, like, when  
25 Cory would take legal fees and costs in connection

## CHAD WESTENDORF - ROUGH DRAFT

1 with these settlements, it was your job to verify  
2 that?

3 A I did not.

4 MR. LYDON: Object to the form.

5 BY MR. BLAND:

6 Q Did you ever verify reimbursements or  
7 costs that he was claiming for this claim?

8 A No, sir.

9 Q Did you ever verify his entitlement to a  
10 legal fee?

11 A No, sir.

12 Q Were you ever made aware that contingency  
13 fee agreements in South Carolina have to be signed  
14 by the lawyer and the client?

15 A I didn't know that.

16 Q Do you know what a contingency fee  
17 agreement is?

18 A No, sir.

19 Q Okay. Tommy works by the hour. I'm a  
20 contingent lawyer. So you pay him or somebody's  
21 paying him by the hour to work. He gets an hourly  
22 rate. Me, I work based on if I recover something, I  
23 get a percentage.

24 A Okay.

25 Q And that percentage can be 33 and a third

## CHAD WESTENDORF - ROUGH DRAFT

1 percent. It's kind of the market rate. Sometimes  
2 it's 40 percent. But our Rules of Professional  
3 Conduct say that if I'm going to collect a  
4 contingency fee, a piece of the outcome, I'm willing  
5 to give my time; but at the end, if there's a  
6 recovery by settlement or verdict, and I'm getting a  
7 percentage of that, there has to be a signed  
8 writing.

9 So you recognize that you were the client,  
10 right, of Cory?

11 A Now I do.

12 Q What gave him the right to collect the  
13 legal fee if you didn't ever see a fee agreement  
14 with him?

15 MR. LYDON: Object to the form.

16 If you can answer.

17 THE WITNESS: I don't know.

18 BY MR. BLAND:

19 Q Okay. Would you agree with me that you  
20 were responsible for making sure that the estate got  
21 the money that the court ordered?

22 A Yes.

23 Q Okay. And so if the court ordered my  
24 clients to get \$2.765 million, and they didn't get  
25 any of that, whose responsibility was that?

CHAD WESTENDORF - ROUGH DRAFT

1 A I had no opportunity to give them that  
2 money. I never received the funds.

3 Q But the checks were made payable to you  
4 that I'm going to show you.

5 A And to Moss and Kuhn. And it went into  
6 their account. I didn't have any opportunity to get  
7 it. It had to come out of their trust. That's how  
8 I was viewing it.

9 Q Okay. But do you realize you actually had  
10 the right to get those checks as the PR?

11 A No, I did not.

12 Q You realize you signed documents regarding  
13 the disbursement of those checks?

14 A Yes, sir.

15 Q So when you signed a document, wasn't it  
16 incumbent upon you to make sure the checks were  
17 disbursed properly?

18 A Yes.

19 Q Okay. And if somebody's charging \$11,500  
20 of expenses on the first \$505,000 settlement, wasn't  
21 it incumbent upon you to ask what were those  
22 expenses for?

23 MR. LYDON: Object to the form.

24 But you can answer.

25 THE WITNESS: I guess. I don't know.

## CHAD WESTENDORF - ROUGH DRAFT

1 BY MR. BLAND:

2 Q I'm not trying to trick you.

3 A I mean, I don't. I don't know what those  
4 were and I didn't ask. I trusted Cory was doing  
5 what was right.

6 Q When you see something that says 11,500 --

7 A Yes.

8 Q And I'm going to show you the second  
9 disbursement sheet shows 105,000 even, didn't your  
10 antenna go up and say, how do those expenses come  
11 out on the perfect zero, not, you know, 105,000.37?

12 A I wasn't aware. I mean, it's not  
13 something I ever looked at before and I had no  
14 previous experience with it.

15 Q But you got common sense.

16 A Yes.

17 Q Okay. And common sense would tell you  
18 this claim was not in litigation, right?

19 A Yes.

20 Q You never were asked to attend  
21 depositions?

22 A No, sir.

23 Q Okay. And the only thing that took place  
24 were a couple demand letters and then a mediation.  
25 Obviously, you had to paid the mediator. That was

## CHAD WESTENDORF - ROUGH DRAFT

1 John Austin in Charleston, right?

2 A Yes, sir.

3 Q So if you have a mediator cost, and you  
4 have a couple stamps, and maybe a filing fee for the  
5 probate court for you to become PR, did you ever ask  
6 yourself: What could comprise \$10,500, and then  
7 another \$105,000 of expenses? How is it --

8 A No.

9 Q -- that a lawyer or a law firm put that  
10 down in front of a judge and said to the court, "We  
11 have \$105,000 of expenses in a settlement where  
12 there was no litigation"? No deposition  
13 transcripts. You know, Cindy does this today. This  
14 will cost \$800,000. None of that. No expert  
15 witnesses, nothing.

16 Today can you tell me what that expense  
17 is?

18 A I cannot.

19 Q You permitted that money to be taken from  
20 your client, the estate. You signed the document.  
21 And we'll show you where you admitted that those  
22 were proper expenses and that money came from my  
23 clients' recovery for their mother's death. And  
24 nobody ever explained that to you, what those  
25 expenses were?

## CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 Q And it never, like, dawned on you to say,  
3 how is that possible, that amount of money for  
4 expenses?

5 A No, sir.

6 Q Do you remember, at the settlement  
7 conferences with Judge Mullen, somebody would have  
8 to make a representation as to what the  
9 disbursements would be. Who did that?

10 A Cory.

11 Q And the December 19th hearing -- and we'll  
12 go into detail -- he would have said, "I have  
13 \$10,500 of expenses"?

14 A I don't remember.

15 Q Do you remember if May 13th he would have  
16 said, "Judge Mullen, I have \$105,000 of expenses"?

17 A I don't remember if he said that exactly.  
18 No.

19 Q Do you remember Judge Mullen saying, "How  
20 is that possible? How are these numbers possible?"

21 A No, sir.

22 Q Do you remember Judge Mullen saying,  
23 "Where is your fee agreement, Mr. Fleming? How are  
24 you entitled to 33 and a third percent?"

25 A No.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Did she ever say to you, "Mr. Fleming, how  
2 are you entitled to \$30,000 as a PR fee when the  
3 statute says your money comes from a percentage of  
4 the survival settlement?"

5 A Never was mentioned.

6 Q So the survival settlement was \$50,000.  
7 5 percent of that is \$2,500.

8 Did you ever ask Cory Fleming, "How is it  
9 that I'm getting \$30,000 when the statute says I'm  
10 only supposed to get \$2,500?"

11 A No, sir.

12 Q Did Judge Mullen ever ask, "How is it that  
13 you're getting 30,000? Do you have a fee agreement,  
14 Mr. Westendorf?"

15 Did she ever ask that?

16 A No, sir.

17 MR. BLAND: Okay. All right. I am not  
18 going to use Exhibit Number 7 -- or Number 8.  
19 Actually, I'll renumber. Strike that.

20 Number 8.

21 - - -

22 (Description marked  
23 PARTYEXB Exhibit  
24 Number for identification.)

25 - - -

## CHAD WESTENDORF - ROUGH DRAFT

1 BY MR. BLAND:

2 Q This is a letter from Cory Fleming to his  
3 paralegal on November 28th. And it says: I need  
4 the I-9 for this, and the check is to Chad  
5 Westendorf as personal representative of the Estate  
6 of Gloria Satterfield.

7 So on November 28th, an I-9 is being  
8 given -- it's actually a W9, it's supposed to be,  
9 not an I-9. But they're cutting a check for you as  
10 personal representative, and you were not even the  
11 PR yet.

12 A No.

13 Q Did you have any idea this was going on --

14 A No, sir.

15 Q -- at the time?

16 A First time I've ever seen that.

17 Q So you said, before Thanksgiving, which  
18 would have been November 26th, Alec had asked you  
19 and you said yes.

20 A It was actually around the 21st.

21 Q 21st. Sorry. But it was before  
22 Thanksgiving.

23 A Yes. He had contacted me that Wednesday,  
24 but that's the first I've seen of this.

25 Q And you went to Russ, and Russ said,

## CHAD WESTENDORF - ROUGH DRAFT

1 "Sure, you can do it." Right?

2 A Russell and Mr. Laffitte, yes.

3 Q And then you went back and told Alec, "We  
4 can do it -- I can do it"?

5 A Yes.

6 MR. BLAND: The next one is exhibit number  
7 9 (handing).

8

- - -

9

(Description marked

10

PARTYEXB

Exhibit

11

Number

for identification.)

12

- - -

13 BY MR. BLAND:

14 Q And this is from Tanya King to, I guess,  
15 the lawyer at the law firm that was paying the  
16 505,000. It says: Attached is our firm's W9, and  
17 the payee instructions are as follows. Chad  
18 Westendorf as PR and Moss Kuhn & Fleming.

19 Do you see that? But on November 30th,  
20 did you know this had been sent?

21 A No, sir.

22 Q Okay.

23 A And I don't believe I agreed by then.

24 Q Huh?

25 A I don't think I had agreed to be the PR by

CHAD WESTENDORF - ROUGH DRAFT

1 then.

2 Q By November 30th?

3 A I don't think so.

4 MR. BLAND: Okay. Next is Exhibit Number  
5 10 (handing).

6 - - -

7 (Description marked  
8 PARTYEXB Exhibit  
9 Number for identification.)

10 - - -

11 BY MR. BLAND:

12 Q This is December 6th, and this is a letter  
13 to Cory from Scott Wallinger saying: "Enclosed is a  
14 check made payable for 505,000, made payable to Chad  
15 Westendorf as PR of Gloria Satterfield and Moss,  
16 Kuhn & Fleming."

17 Do you see that?

18 A Yes, sir.

19 Q Were you aware that on December 6th, the  
20 actual settlement check had been paid?

21 A No, sir.

22 Q When did you become aware that there was a  
23 settlement check?

24 A The 19th.

25 Q At the 19th.

## CHAD WESTENDORF - ROUGH DRAFT

1 A December 19th. Excuse me.

2 Q Okay. So on December 19th, when you  
3 became aware, did you think that I need to call my  
4 clients and tell them, hey, guys, there was a  
5 settlement for \$505,000?

6 A I thought Cory was in touch with them.

7 Q But who --

8 A I mean --

9 Q Who were your clients?

10 A My clients were the boys, now that I  
11 understand that.

12 Q Well, did you -- when you say, "I thought  
13 that Cory was in touch with them," what made you  
14 think that Cory was in touch with them?

15 A Because I was told at that first meeting  
16 that Cory was the attorney for the estate, and I  
17 thought --

18 Q But nobody told you -- like, Cory didn't  
19 tell you, "Hey, I'm going to keep the boys abreast"?

20 A No, sir.

21 Q And you certainly didn't see a letter from  
22 Cory to the boys saying, hey, by the way, I just  
23 settled Chad -- Chad and I settled the initial claim  
24 for \$505,000.

25 You never saw that?

## CHAD WESTENDORF - ROUGH DRAFT

1 A I never saw that, no.

2 Q Do you realize that the boys are real,  
3 live people?

4 A Sure.

5 Q And that they have a right to know, if  
6 money's recovered in connection with their mother's  
7 death, what that amount was, right?

8 A Certainly.

9 Q And that duty would either be -- would  
10 come to you. You understand that?

11 A I understand that.

12 Q Because your lawyer is going to tell you  
13 that Cory Fleming is going to say, "My client was  
14 Chad. My client wasn't the estate."

15 Now, we disagree with that and we think  
16 the law has a foreseeability angle to it that, you  
17 know, you've got to look past the PR downstream to  
18 the estate.

19 But Cory's going to say, you know, "I  
20 represented Chad. And it's Chad's obligation, as  
21 the PR, to keep his estate informed."

22 So you were unaware that the boys were  
23 unaware?

24 A Yes, sir.

25 Q Okay.

CHAD WESTENDORF - ROUGH DRAFT

1 MR. BLAND: That's a funny thing to say,  
2 isn't it?

3 All right. Let's do the next exhibit as  
4 what, Scott?

5 MR. MONGILLO: 11.

6 MR. BLAND: Exhibit Number 11.

7 - - -

8 (Description marked  
9 PARTYEXB Exhibit  
10 Number for identification.)

11 - - -

12 BY MR. BLAND:

13 Q This is the actual check for the first  
14 settlement (handing), and it's dated 12/4/2018. And  
15 it's made payable to Chad Westendorf, PR, of the  
16 estate of Gloria Satterfield and Moss  
17 Kuhn & Fleming. And you executed this as Chad  
18 Westendorf, as PR of the Estate of Gloria  
19 Satterfield.

20 Do you remember when you would have  
21 executed this check?

22 A The 19th.

23 Q The 19th. Okay.

24 A That's what I remember.

25 Q And you did this in chambers? Did you

CHAD WESTENDORF - ROUGH DRAFT

1 execute it there?

2 A Yes.

3 Q Or did you execute it before being in  
4 chambers?

5 A We were in the room, in the courthouse. I  
6 don't remember if Judge Mullen was in yet when I  
7 signed this document, but yeah, that's where it was  
8 because that's the only time I met with Cory.

9 Q Have you ever been in court before where  
10 there was a stenographer, like Cindy --

11 A No, sir.

12 Q -- taking down? But there was no  
13 stenographer when you were there on the 19th; is  
14 that correct?

15 A No, sir.

16 MR. LYDON: I would just -- you asked it  
17 in the negative, and he answered it in the  
18 negative, just for the record.

19 BY MR. BLAND:

20 Q There was a court reporter?

21 A There was no court reporter present.

22 Q Right. There was no court reporter  
23 present.

24 And that didn't strike you as unusual?

25 A I had no clue.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Right --

2 A I had never been in the situation.

3 Q Based on lack of experience?

4 A Yes, sir.

5 Q And that settlement conference was

6 attended by Alec, by Cory --

7 A Myself.

8 Q -- and her --

9 A And Judge Mullen.

10 Q And a law clerk?

11 A I guess there was a clerk. She was a

12 young lady with the judge.

13 Q And that conference happened before

14 Mallory Beach's untimely death in February of 2019.

15 Are you aware of that timeline?

16 A Yes.

17 Q Okay. So who -- who presented the

18 settlement to Judge Mullen?

19 A Cory.

20 Q Did Alec speak?

21 A Yes.

22 Q What did Alec say?

23 A He gave background about the fall --

24 Q Okay.

25 A -- and the situation. And that's when he

CHAD WESTENDORF - ROUGH DRAFT

1 talked about the boys, or wanted to help take care  
2 of them.

3 Q And do you remember asking yourself or  
4 wondering why Alec didn't have his attorneys there  
5 with him?

6 A No.

7 Q Did you know at the time that he had two  
8 attorneys, Scott Wallinger and John Grantland?

9 A No, sir.

10 Q So it wouldn't have struck you funny that  
11 defense lawyers who, you know, represent Alex and  
12 these insurance companies are paying checks aren't  
13 at a settlement conference?

14 A I wouldn't have known.

15 Q How long did it last?

16 A I would say, if I had to guess, we were  
17 there 30 minutes, 45 minutes tops, maybe.

18 Q Okay.

19 A If I remember right.

20 MR. BLAND: And so I'm going to show you  
21 Exhibit Number 12 right now (handing).

22 - - -

23 (Description marked  
24 PARTYEXB Exhibit  
25 Number for identification.)

## CHAD WESTENDORF - ROUGH DRAFT

1 - - -

2 BY MR. BLAND:

3 Q So tell me everything that happened there.  
4 I mean, did Judge Mullen say, "I think this is a  
5 good settlement"?

6 You know, did Cory say, "This is just the  
7 first part of it. We're going to make claims  
8 against an excess carrier"?

9 Tell me what was said.

10 A I believe there was a statement in there  
11 that there was being an excess carrier, to go by  
12 your words, and that we were going to file that; and  
13 that this was the first suit; and that he was going  
14 to pay some medical out of there; and --

15 Q Who was going to --

16 A Cory was going to pay some of the medical.

17 Q Do you remember him saying what the  
18 medical bills were?

19 A No, sir, I do not.

20 Q Okay. Did you -- did Alex say, "Hey, it  
21 was my responsibility for her death"?

22 A I can't recall.

23 Q Did he say, "Look, you know, it was my  
24 dogs. They got out of hand; they got unruly and  
25 caused her to fall. And I feel like I'm

## CHAD WESTENDORF - ROUGH DRAFT

1 responsible"?

2 A He went into that, that she was on the  
3 stairs; the dogs were jumping up and caused her to  
4 fall.

5 Q Did Judge Mullen ask you, "Do you think  
6 this is a fair settlement?"

7 A She did not.

8 Q Did she ask you, "Are you satisfied with  
9 the services of your attorney?"

10 A I don't believe so.

11 Q Meaning Cory Fleming.

12 A I don't believe -- I don't remember much  
13 conversation between Judge Mullen and myself.

14 Q She didn't ask you, "Do you think this is  
15 in the best interest of the estate to agree to this  
16 settlement?"

17 A I don't recall that.

18 Q Okay. Did she say to you, or somebody,  
19 "Look, I need an order. We'll get this order signed  
20 and get it filed."

21 Do you remember any of that kind of  
22 conversation?

23 A No.

24 Q Do you remember anything, you know -- I'm  
25 told that it took almost 30 or 45 minutes, the

## CHAD WESTENDORF - ROUGH DRAFT

1 settlement conference.

2 A Right.

3 Q Do you remember any other conversations  
4 about the settlement?

5 A No.

6 Q Do you remember --

7 A That was -- there was some personal talk,  
8 like, right when she came in. I mean, you could  
9 tell that they were acquaintances, and asked how  
10 everybody was doing, but other than that...

11 Q At that settlement conference, were there  
12 any discussions about a structured settlement?

13 A I had heard "Forge" for the first time  
14 that day.

15 Q On December 19th --

16 A Yes.

17 Q -- you heard the word "Forge"?

18 A Yes, because they said they were sending  
19 the money for the boys to Forge.

20 Q Who said that?

21 A Cory.

22 Q And did you ask, "What is Forge?"

23 A I did.

24 Q And what did they say?

25 A It was an annuity investor or a structured

## CHAD WESTENDORF - ROUGH DRAFT

1 settlement, what I found out later. But basically  
2 what I understood that day was it was an annuity  
3 financial company.

4 Q Right.

5 A I had never heard of it before that. I  
6 didn't know what that was.

7 Q Okay. And one of the things I'm curious  
8 about is: Did Judge Mullen approve that there was  
9 going to be a structure to Forge?

10 A Not that I'm aware of.

11 Q But there was discussion in front of  
12 her --

13 A Yes.

14 Q -- that there was going to be a structure?

15 A I guess. I mean, yeah, I was sitting  
16 there in her chambers and we discussed. That was  
17 the first time I heard "Forge."

18 Q What was the structure supposed to be?

19 A I have no idea.

20 Q What was the structure supposed to be for  
21 Tony?

22 A I don't know.

23 Q What was the structure supposed to be for  
24 Brian?

25 A I don't know.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Well, you saw checks going to Forge.

2 A I did not.

3 Q At various times, did you not --

4 A I did not see those.

5 Q You never saw any checks going to Forge?

6 A I never saw a check going to Forge.

7 Q But if a structure was being -- we're told  
8 that you were brought on because Alec told Tony that  
9 there were going to be business issues with some  
10 settlements coming in, and it would be better for  
11 somebody like you, Mr. Westendorf, who has a  
12 business background, to handle that.

13 Is that something that you remember  
14 hearing?

15 A No, sir.

16 Q Did you ever ask why I'm coming onboard  
17 and why Tony is going out?

18 A I did not.

19 Q Okay. So when you heard "Forge," did you  
20 not say to yourself, hey, what structure is going --  
21 there's two boys here. Is there a structure for one  
22 and not the other, or both? Did you ever ask that?

23 A I did not.

24 Q Did anybody ever tell you, on  
25 December 18th, that one of your heirs, that was an

CHAD WESTENDORF - ROUGH DRAFT

1 heir of the estate, was a vulnerable adult?

2 A On the 19th, they did.

3 Q Who told you?

4 A Alec mentioned that.

5 Q To whom? Judge Mullen?

6 A The conversation in there that day.

7 Q What did he say?

8 A He said that -- like you said, he was a --  
9 I don't know. I can't remember exact words, so I  
10 don't want to say, but he made it aware that he had  
11 special needs.

12 Q Special needs.

13 A Yeah.

14 Q Was there ever talk that he should have a  
15 conservator?

16 A No, sir.

17 Q Do you know whether Tony's needs are  
18 different than Brian's needs? Brian, by the way, is  
19 the special-needs kid.

20 A Yes, sir.

21 Q Did you ever, you know, inquire as to what  
22 are Tony's needs as opposed to Brian's needs?

23 A I did not.

24 Q Did you ever ask, "Why is there a  
25 structure?"

CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 Q What's the reason for a structure when  
3 people are over 18 years old, in their 30s?

4 A I have no idea. I can't answer that.

5 Q Were you aware that structures are usually  
6 for people who are, like, minors or people who are  
7 incapacitated and they'll need medical -- you know,  
8 medical needs throughout their life, so you want the  
9 money to last? Did you have any --

10 A No, sir.

11 Q -- any reason to ask why we're doing a  
12 structure as opposed to disbursing the money?

13 A I didn't.

14 MR. BLAND: I'm going to show you Exhibit  
15 Number 12 -- 13. Okay. 13.

16 MR. LYDON: I think it's 12.

17 THE WITNESS: The last one I have is 11.

18 MR. BLAND: So it is 12.

19 THE WITNESS: You put something down on  
20 the floor.

21 MR. BLAND: This isn't it. Here it is, 12  
22 (handing).

23 - - -

24 (Description marked

25 PARTYEXB Exhibit

CHAD WESTENDORF - ROUGH DRAFT

1                   Number                   for identification.)

2   - - -

3 BY MR. BLAND:

4           Q       So this is you on the 18th -- or -- excuse  
5 me.

6                   This is -- Chad, the dates are actually  
7 wrong at the front, if you look at it.

8           A       Yeah.

9           Q       It's not March 28th. They used the same  
10 date for Tony when he became the PR. But there are  
11 correct dates at the bottom where Sheila Odom  
12 signed.

13                   So you became the PR on December 18th. Is  
14 that correct?

15           A       That is correct.

16           Q       And that's when you assumed your duties?

17           A       Yes, sir.

18           Q       And you put on here that you were vice  
19 president of the bank, and you gave your banking  
20 address as opposed to your home address, if you look  
21 in the back.

22           A       Where is that?

23           Q       On page 3, on the back. You gave your  
24 banking address as being the address you wanted mail  
25 from the court.

CHAD WESTENDORF - ROUGH DRAFT

1 So did the probate court ever send you  
2 mail?

3 A No, sir.

4 Q So you never got any mail there at all?

5 A No, no. And I did type that, just to let  
6 you know.

7 Q And if you look, Kristi Jarrell was a  
8 notary for some of that. Did you ever find out who  
9 Kristi Jarrell was?

10 A I assume she was the paralegal for Alec or  
11 worked for Alec, the secretary.

12 Q That's fine. And so that next day, after  
13 you become PR --

14 MR. BLAND: The next exhibit is 13  
15 (handing).

16		- - -	
17	(Description		marked
18	PARTYEXB		Exhibit
19	Number		for identification.)

20 - - -

21 BY MR. BLAND:

22 Q -- a petition is filed to approve a  
23 wrongful death settlement. And you sign the  
24 petition as PR for the Estate of Gloria Satterfield.

25 A Yes, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Who's Margaret Grill, the notary?

2 A She works at the courthouse.

3 Q She works at the courthouse.

4 A Or used to.

5 Q And you were seeking approval on behalf of  
6 whom?

7 A Tony and Brian.

8 Q For 505,000, right?

9 A Correct.

10 Q And the caption was now you suing on  
11 behalf of the estate as PR versus Alex Murdaugh.

12 A Correct.

13 Q And that's the first time we've ever seen  
14 a caption in this case.

15 You understand when I use the word  
16 "caption," meaning a court caption?

17 A No. No, I didn't know that.

18 Q And so going forward, the caption in the  
19 courthouse -- because this was filed on  
20 December 19th. You see right there (indicating)?

21 A Yeah.

22 Q That's the caption. And the court term is  
23 now 2012-CP-25-00298. Do you see that?

24 A Yes, sir.

25 Q So that's the Court of Common Pleas

CHAD WESTENDORF - ROUGH DRAFT

1 caption. And that's the case number that it's going  
2 to have.

3 And you were seeking approval of a  
4 settlement, right?

5 A Yes, sir.

6 Q And you told me that after Cory spoke and  
7 Alec spoke -- did you actually speak at all?

8 A No, sir.

9 Q Never spoke?

10 A No, sir.

11 Q You weren't asked any questions or  
12 anything? It was approved?

13 A Yes.

14 Q Do you remember whether an order was  
15 signed at that hearing?

16 A I don't.

17 Q Okay. Did Mr. Laffitte ever -- Russ  
18 Laffitte ever tell you about his experiences of  
19 being a PR and what it entailed and what it should  
20 have done?

21 A No, sir.

22 Q Did he give you any advice or rules of the  
23 road?

24 A No, sir.

25 Q Did he encourage you to do it or not to do

CHAD WESTENDORF - ROUGH DRAFT

1 it? Did he say, "Hey, this is a good thing. You  
2 can make some side money"?

3 A No, sir.

4 Q Did the bank let you keep the money to be  
5 PR?

6 A Yes, sir.

7 Q Okay. So you didn't view this as anything  
8 but a one-off? This wasn't something you were  
9 thinking, like, I am going to start now being a  
10 cottage industry, being a PR?

11 A No, sir.

12 MR. BLAND: Okay. So my next exhibit for  
13 you is 14 (handing).

14 - - -

15 (Description marked  
16 PARTYEXB Exhibit  
17 Number for identification.)

18 - - -

19 BY MR. BLAND:

20 Q And this is a check from Moss  
21 Kuhn & Fleming made payable to Forge for \$403,500.  
22 You see that?

23 A Yes, sir.

24 Q When was this approved to be paid to  
25 Forge?

CHAD WESTENDORF - ROUGH DRAFT

1 A I believe the disbursement settlement  
2 statement I signed was January 7.

3 Q And it said it was going to go to Forge?

4 A I think so.

5 Q Okay. So from the \$505,000, 403,500 was  
6 supposed to go to Forge?

7 A Yes, sir.

8 Q Okay. What was the contingency fee that  
9 Cory Fleming was operating under?

10 A I don't know.

11 Q A third?

12 A I have no idea.

13 Q 40 percent? If it was a third, he didn't  
14 take as much fee as he should have from that, is  
15 there? He didn't take -- if it was a third, 166,000  
16 or some odd dollars should have been taken off the  
17 top, right?

18 A Yes, sir.

19 Q But \$403,500, which should have left about  
20 101,000 -- \$101,500, that's what should have been  
21 left. Did you ever try to get an accounting of all  
22 that?

23 A I did not.

24 Q Was it your responsibility to have an  
25 accounting for the estate?

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yes, sir.

2 Q So this check was written, right? Is it  
3 endorsed?

4 A I don't know. Looks like it says "deposit  
5 only" to me.

6 Q Is that an endorsement?

7 A I wouldn't think so.

8 Q You're a banker.

9 A Yeah, I wouldn't --

10 Q If you are the payor bank, and Lydon  
11 National Bank presents a check from one of its  
12 customers, Cindy, and says, "We want you as the  
13 payor bank to pay the funds," and you saw that, you  
14 would send it back to Lydon National Bank and say,  
15 "Can I get an endorsement," right?

16 A I guess, yeah. Sometimes it is -- I would  
17 say you could see them going through like that, but  
18 usually the account number is attached to it or  
19 whatnot.

20 Q Have you ever, in your experience, seen a  
21 check be sent back to a collecting bank and say,  
22 "Look, we need an endorsement on it. We can't honor  
23 the check"?

24 A No, I haven't, but I'm -- I don't deal  
25 with that. I don't normally deal with checks.

CHAD WESTENDORF - ROUGH DRAFT

1 Q So before you became the big honcho, you  
2 never were a lower honcho? Before you became  
3 executive VP, you weren't a teller?

4 A I was a teller way back at a different  
5 bank. I've never been a teller at Palmetto State  
6 Bank.

7 Q All right. But it's important to have  
8 endorsement, right?

9 A It's very important, yes, sir.

10 To go back to it, like, when I endorsed  
11 the check as Chad Westendorf as PR for Gloria  
12 Satterfield's estate, I --

13 Q You wrote it out.

14 A -- did it exactly how it was written on  
15 the payee, yes.

16 Q The payee determines who should endorse.  
17 Okay.

18 MR. BLAND: So the next exhibit is 15.

19 - - -

20 (Description marked  
21 PARTYEXB Exhibit  
22 Number for identification.)

23 - - -

24 BY MR. BLAND:

25 Q This is the disbursement sheet that you

CHAD WESTENDORF - ROUGH DRAFT

1 signed (handing).

2 A Yes.

3 Q And you are correct, you signed it like  
4 you said --

5 A Yes, sir.

6 Q -- Chad Westendorf as PR of the estate,  
7 right?

8 A Yes, sir.

9 Q And you signed it on January 7th?

10 A Yes, sir. In my office.

11 Q In your office. Tell me how you signed  
12 this settlement statement like that, with those kind  
13 of disbursements. What did they mean?

14 A I don't know.

15 Q Well, the settlement was for \$505,000, and  
16 you signed a settlement statement saying the  
17 settlement was for 475,000.

18 You saw a check come in for \$505,000. You  
19 endorsed it. You told the judge, on December 19th,  
20 that the settlement was \$505,000.

21 Who prepared this disbursement sheet?

22 A I don't know.

23 Q Did Alex prepare it?

24 A He brought it.

25 Q He brought it to you?

CHAD WESTENDORF - ROUGH DRAFT

1 A Yes.

2 Q Where, at the bank?

3 A Yeah, at the bank.

4 Q So Alex brought you this document.

5 Did you not read it and say, "Hey,

6 Mr. Alec, the settlement is \$505,000"?

7 A No, I did not.

8 Q You didn't? Okay.

9 Did you see that it had only \$50,000 of  
10 attorneys' fees?

11 A Yeah.

12 Q Did you ask, "What's that in reference to?  
13 What percentage? How did you arrive at that?"

14 A I did not.

15 Q And it said you get \$10,000.

16 A Yes, sir.

17 Q How was that determined?

18 A I don't know.

19 Q And you did get \$10,000.

20 A Yes, sir.

21 Q I saw it --

22 A Yes, sir.

23 Q You did?

24 A Yeah.

25 Q And then it says there was prosecution

## CHAD WESTENDORF - ROUGH DRAFT

1 expenses of \$11,500. And it says: "I understand  
2 and fully approve the above disbursement. I  
3 acknowledge the receipt of the above amount in a  
4 copy of this statement."

5 So you -- you're approving \$11,500 of  
6 expenses. What did you base that on?

7 A I don't know. I didn't have any proof.

8 Q Did you sign and give this to Alec or did  
9 you provide this to Cory?

10 A I gave it to Alec.

11 Q And you signed it?

12 A Yes, sir.

13 Q And so it says that from that, \$403,500 is  
14 going to Forge.

15 A Yes.

16 Q And we saw that check, right?

17 A Yes, sir.

18 Q Can you tell me where the other \$30,000  
19 went to?

20 A No, sir.

21 Q That's \$30,000 that belongs to my client.  
22 Right?

23 A Yes, sir.

24 Q And Alec and Cory are representing to the  
25 court in these papers that it's a \$505,000

CHAD WESTENDORF - ROUGH DRAFT

1 settlement, yet you're signing a disbursement sheet  
2 that it's only a \$475,000 settlement.

3 A Yes, sir.

4 Q Do you owe an apology today to my clients?

5 A I'm sorry this happened to them. Yes, I  
6 do.

7 Q I appreciate that and I know you they're  
8 going to appreciate that.

9 A And I'm sorry they lost their mother more  
10 than anything.

11 Q And I know they're going to appreciate  
12 that, too. And I thank you for that.

13 The date of the injury is February 28th,  
14 2018. What date's that? She fell on February 2nd.  
15 She died on February 26th. What -- what is  
16 February 28th? Don't know?

17 A Don't know.

18 MR. BLAND: Our next exhibit is 16.

19 - - -

20 (Description marked  
21 PARTYEXB Exhibit  
22 Number for identification.)

23 - - -

24 BY MR. BLAND:

25 Q And this is you writing -- this is one of

## CHAD WESTENDORF - ROUGH DRAFT

1 the only e-mails that I've seen you write. And you  
2 sent it on your e-mail at Palmetto State Bank. And  
3 you wrote it to Cory and you said: "Good morning,  
4 Cory. Hope all is well. Could you please send me a  
5 copy of the document that we signed with the judge  
6 the other day. Just want to keep a copy."

7 Do you see that?

8 A Yes, sir.

9 Q What made you want to write that on  
10 January 14th?

11 A It was after the 7th, and we signed that.  
12 And I never received any of the documents from the  
13 19th meeting. And I was wanting to get -- to keep  
14 them.

15 Q Okay. Did he ever send you any?

16 A Yeah, I got those.

17 Q He did?

18 A Yes, sir.

19 Q Hold on here for a second.

20 What did you get?

21 A It was a copy of the agreement disburse --  
22 the one you had earlier.

23 Q I'll show you. I gave you that  
24 disbursement, but hold on.

25 A No. It was --

CHAD WESTENDORF - ROUGH DRAFT

1 Q I'm going to show you something right  
2 here.

3 A Okay.

4 MR. BLAND: So Exhibit Number 17  
5 (handing).

6 - - -  
7 (Description marked  
8 PARTYEXB Exhibit  
9 Number for identification.)

10 - - -

11 BY MR. BLAND:

12 Q This is the order approving the wrongful  
13 death and survival settlement from that hearing.  
14 And I'm really concerned because I've never seen a  
15 signed copy. All I've ever seen is an unsigned  
16 copy.

17 Did you ever see a signed copy by Judge  
18 Mullen?

19 A No, sir.

20 Q From that settlement?

21 A No, sir.

22 Q So the document you were asking was  
23 probably --

24 A The one I --

25 Q -- the disbursement sheet from January --

CHAD WESTENDORF - ROUGH DRAFT

1 or the petition?

2 A The petition, yes, sir.

3 Q So you signed the petition, and you wanted  
4 a copy of the petition.

5 A Yes.

6 Q If we go back to the petition -- I'll take  
7 you back there real quick. It's Exhibit Number --

8 MR. LYDON: 13.

9 BY MR. BLAND:

10 Q -- 13, yep. It says there's a \$505,000  
11 settlement, doesn't it?

12 A Yes, sir.

13 Q The order that was drafted says only it  
14 was \$475,000. So do you know how -- when the change  
15 came from 505 to 475?

16 A No, sir.

17 Q And to your knowledge, did you ever see a  
18 signed Judge Mullen order from the first one?

19 A This was the first --

20 Q Yeah.

21 A No, sir.

22 Q No. Okay. So the structure is discussed,  
23 but you don't see the check going to Forge, right?

24 A No, sir.

25 Q And you never communicated with Forge,

CHAD WESTENDORF - ROUGH DRAFT

1 right?

2 A No, sir.

3 Q And you never saw an insurance policy,  
4 right, an annuity policy, right?

5 A (Shakes head.)

6 Q Okay. And you would agree with me that  
7 Alex was the one that talked to you about a  
8 structure, right? You heard Alex --

9 A He was in there in the meeting with Cory  
10 and Alex.

11 Q They talked about a structure?

12 A They talked about Forge. The money was  
13 going to Forge is what I heard.

14 Q And you didn't ask who's getting what --

15 A I did not.

16 Q -- what the terms of an annuity would be,  
17 how long it would go, how it's funded, how it would  
18 be paid. You would agree with me that that's a  
19 business decision that you should have weighed in on  
20 for your heirs, right?

21 A I understand that.

22 MR. LYDON: Object to the form.

23 BY MR. BLAND:

24 Q Because the heirs are entitled to their  
25 money that the court orders when they're over the

CHAD WESTENDORF - ROUGH DRAFT

1 18 -- age of 18, right?

2 A I understand that.

3 Q When you're over 18, you get your money --

4 A Okay.

5 Q -- as an intestate heir. Gloria died  
6 without a will. Do you understand that?

7 A I do not.

8 Q Do you know the difference between testate  
9 and intestate?

10 A I do not.

11 Q Do you know now?

12 A No, sir.

13 Q Okay. So she died without a will makes it  
14 intestate. So the law would say that if she had a  
15 husband and two children, husband gets 50 percent,  
16 kids get 50 percent. But she died without a  
17 husband, so all the money went to the kids.

18 You knew that they were the heirs of her  
19 estate, right?

20 A Yes, sir.

21 Q You just didn't know whether they were  
22 heirs based on a will or based on intestacy,  
23 right -- intestate?

24 A Right.

25 Q So if you're permitting money to go into

## CHAD WESTENDORF - ROUGH DRAFT

1 annuity, you would have had to have had discussions  
2 with the children, the boys, who are 30 years old  
3 and older: You don't want the cash now. You're  
4 going to put it in a structured annuity.

5 Did you have those discussions?

6 A I did not.

7 Q Did Cory tell you you should have those  
8 discussions?

9 A He did not.

10 Q Okay. So when -- what's the next thing  
11 that happened after -- you got your \$10,000. That's  
12 the only thing you really knew about. You didn't  
13 even know the 403,500 was sent to Forge.

14 A I did not.

15 Q You weren't copied on a cover letter that  
16 Cory sent to Forge depositing, you know -- sending  
17 the check?

18 A No, sir.

19 Q If I told you that Cory just put that  
20 check in an envelope and sent it to a P.O. Box in  
21 Hampton, would that surprise you?

22 A Very much.

23 Q Addressed to Forge. And there wasn't a  
24 cover letter. So if there really is a Forge, which  
25 there is, Forge Consulting -- and so the Forge check

## CHAD WESTENDORF - ROUGH DRAFT

1 goes to Forge -- what's Forge supposed to do with a  
2 Forge check? It doesn't say on the bottom the  
3 Satterfield kids or -- I'll show you the check  
4 again.

5 A Sure. How would they know? I agree.

6 Q I mean, if I sent \$10 million to Zurich  
7 Insurance Company today, who -- how are they going  
8 to apply it? Where does it go?

9 And in this case, there's two boys. On  
10 the bottom it should have two account numbers, you  
11 know, to say, look, split the proceeds. Something.

12 And you heard Cory Fleming through his  
13 lawyers say, "I was duped." You've heard that,  
14 right? Have you heard that Cory Fleming, through  
15 his attorneys -- Cory hasn't spoken, but Cory's  
16 attorneys have said he was a victim; he was  
17 victimized by Alec. Alec hoodooed him; that he was  
18 unwary or ignorant that Alex wasn't actually doing  
19 anything with Forge. There wasn't a Forge.

20 I mean, the whole concept -- think about  
21 this, that you're letting the defendant, Alec  
22 Murdaugh, have these discussions with supposedly  
23 Forge and setting up the structure when he's the  
24 defendant. Doesn't that strike you as a conflict of  
25 interest or crazy?

## CHAD WESTENDORF - ROUGH DRAFT

1 A It should.

2 Q It should. Okay. It didn't.

3 Did they ever say where Forge was located  
4 in the hearing in front of Judge Mullen? Did they  
5 say it's located in Georgia or in Hampton --

6 A No, I did not --

7 Q Or Columbia, South Carolina?

8 A -- hear that, no.

9 Q So you get the 10,000. You don't know  
10 about how Cory disbursed it. You don't know about  
11 that there's \$30,000 that's unaccounted for. You  
12 only get a petition that you signed.

13 So at this point, you have your signed  
14 petition that was filed with the court on the 19th.  
15 Did you get a copy of the disbursement sheet that  
16 you signed?

17 A I made a copy, yes.

18 Q Okay. So those are the two documents that  
19 you have, along with when you became PR on the 18th.

20 A Yes.

21 Q Okay. So that's kind of your file at that  
22 point.

23 A At that point, yeah. I did -- yes.

24 Q So what happened, like, during the rest of  
25 January and February? Were you getting ready for --

## CHAD WESTENDORF - ROUGH DRAFT

1 A The next I received was a letter stating  
2 that they requested me at a mediation.

3 Q Mediation.

4 A And I believe the mediation date would  
5 have been March 21st, something like that. I'm not  
6 going to swear to that.

7 Q Yeah, the end of March.

8 A And I should --

9 Q And you were out of town.

10 A No. There should have been some e-mails  
11 to Cory that the bank was running low on people and  
12 I wasn't going to be able to come in person. I said  
13 I could show up on Saturday. He said, "No. Let's  
14 do it over the phone."

15 Q Okay. I've never seen those e-mails, but  
16 I trust you that they're in existence. I didn't see  
17 them in your file and I didn't see them in Cory's  
18 file.

19 A Okay. It was just I could not make it.

20 Q Right.

21 A I'm having trouble at the bank -- not  
22 trouble.

23 Q They were short on staff.

24 A Short on staff, and I need to remain  
25 there.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Okay. So did you have preparation for the  
2 mediation?

3 A No, sir.

4 Q Did you ever think, I need to start  
5 talking to the boys to figure out what's going to  
6 happen to all this money; are they satisfied; what  
7 state they're in.

8 You know, somebody says I'm going to buy  
9 an annuity for these boys, you know, don't you have  
10 an obligation the find out whether the boys may need  
11 the money today? What if Brian had cancer and he  
12 needed the money? What if Tony needed dental work,  
13 which he does? Did you have any of those  
14 discussions?

15 A No, sir.

16 MR. BLAND: Okay. So the next exhibit is  
17 18 (handing).

18 - - -  
19 (Description marked  
20 PARTYEXB Exhibit  
21 Number for identification.)

22 - - -

23 BY MR. BLAND:

24 Q So now we know we're going into a  
25 mediation. The mediation actually settled for

## CHAD WESTENDORF - ROUGH DRAFT

1 \$3.8 million. And you were on the phone -- or were  
2 you available by phone?

3 A I was available. I was on several times  
4 during that day, and I was told the day of the  
5 mediation that no settlement was reached.

6 Q Okay.

7 A And then I got a call later, a couple days  
8 later, to let me know that it was --

9 Q 3.8?

10 A -- offered; and that if I was okay with  
11 him accepting it.

12 Q I'm sure you gulped when you saw 3.8.

13 A Yes. I thought it was a very...

14 Q I will tell you this. Obviously Ronnie,  
15 Scott, and I represent Gloria. And we've learned a  
16 lot about Gloria, a wonderful person. But where we  
17 practice, that's an extraordinary settlement of  
18 \$4.3 million for a 57-year-old lady that basically  
19 earns \$11. Not to minimize her life, what she's  
20 worth. It's priceless. But from lawyers -- and he  
21 does defense work -- economically, you say, Okay.  
22 There were \$600,000 of medical bills. She had this  
23 much of lost income. Maybe you could get 1.5 to  
24 \$2 million settlement. But \$4.3 million is just  
25 extraordinary. And I'm sure you felt the same way.

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yeah.

2 Q And you're not even a lawyer.

3 A No.

4 Q And you're not even a guy that's aware of  
5 this. I'm just telling you, we were flabbergasted  
6 and impressed with Cory Fleming, to be honest with  
7 you.

8 Now, we do have a little more information  
9 than we initially did, which was that Alec was  
10 pressing the hammer on his own insurance companies  
11 and saying, "Look, if you don't settle this, there's  
12 going to be an excess verdict. It could be more  
13 than the \$5 million of coverage, or whatever the  
14 excess is. And if that's the case, it comes against  
15 me personally. I'm going to sue you guys for bad  
16 faith."

17 Did you ever hear those kind of terms?

18 A No.

19 Q And Alex kind of told the carriers, "Look,  
20 this is going to be tried in Hampton County, my  
21 county, my jurors." I've seen this in the insurance  
22 file, just to let you know. "And that I'm going to  
23 stand up in front of this jury and say, 'It's my  
24 responsibility that this woman died. It's my  
25 fault.'"

## CHAD WESTENDORF - ROUGH DRAFT

1           And so the analysis of the insurance  
2 company was they're very scared of Alex in front of  
3 a Hampton County jury. And that's why they made the  
4 decision to settle for \$3.8 million.

5           So you get called on the phone and you're  
6 like, "Yeah, it's a good number. Take it." It's  
7 not like -- you didn't come back and say, "Well,  
8 Cory, do you think you can get 5 million?" You  
9 didn't say that, did you?

10          A     No. I'm just curious why everybody  
11 involved is on here and they don't include me. I  
12 mean, if they know I'm the personal representative,  
13 I'm supposed to be in this stuff.

14          Q     So when you're at this mediation, you're  
15 aware, because you're in Hampton County, that  
16 Mallory Beach died?

17          A     Sure.

18          Q     And the whole landscape started to change  
19 because reporters, both statewide and nationally,  
20 started to descend on, you know, this beautiful  
21 county. Yesterday I actually was in Hampton. I've  
22 never been there before. Never been there before.  
23 I ate at Coconut's. It was quiet. But I'm sure at  
24 different times, it wasn't quiet in that town, that  
25 there were a lot of reporters and cameras there and

## CHAD WESTENDORF - ROUGH DRAFT

1 everything.

2 Did you get an impression at the mediation  
3 that the Mallory Beach death had an impact on this  
4 in any way, shape, or form?

5 A Not at that time, I wasn't. It wasn't  
6 brought up.

7 Q Okay. If you look at 18, this third  
8 sentence -- third paragraph says: "John Grantland  
9 says my office will work on the court approval  
10 documents ASAP. And the agreements we prepare will  
11 all have, B" -- doesn't make sense -- "the In Re:  
12 Gloria Satterfield caption."

13 Do you see that?

14 A Yes, sir.

15 Q It says, "Cory, if you want to structure  
16 some of the proceeds of the settlement, please let  
17 me know and I'll be happy to put the PR in touch  
18 with the structured settlement broker."

19 Do you see that?

20 A Yeah.

21 Q So John Grantland thinks you're involved  
22 in the structure. He thinks because you, as the PR,  
23 are the people for the estate, you have to speak to  
24 the structure people. You see that?

25 A I see that, yeah.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Okay. Do you know how a structure works?

2 A No, sir.

3 Q Do you know how a plaintiff's attorney  
4 interfaces with the insurance companies who do the  
5 structure?

6 A No, sir.

7 Q Okay. Do you know if the attorney, the  
8 plaintiff's attorney, receives the check and it's in  
9 his possession, whether you can do a structure?

10 A I do not.

11 Q Do you know that Cory Fleming -- and I'm  
12 going to show you an exhibit -- about a year and a  
13 half before this actually received from Forge  
14 Consultants an e-mail that said: Cory, this is how  
15 a structure works. If the money touches your hands,  
16 the settlement proceeds, you can't structure. The  
17 only way a structure works is the payor insurance  
18 company sends the check to the structured insurance  
19 company. They buy the structure, the annuity, and  
20 then whatever the net proceeds are supposed to go to  
21 the attorney for his fees, or net proceeds to the  
22 beneficiaries, that they're supposed to get from the  
23 settlement, the structure company settles it.

24 Did you know that's how it works?

25 A No, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q So that's how John Grantland knows how it  
2 works, because he's putting you in touch with the  
3 structure broker, not Cory. He's not saying, "Cory,  
4 I'm going to put you in touch with the structure  
5 insurance company." He's saying, "I'm going to put  
6 Chad Westendorf in touch." But you had no idea  
7 about that.

8 A No idea.

9 Q If you read the third paragraph, it says,  
10 "We're going to change the caption."

11 Do you remember having those discussions  
12 at the mediation?

13 A No, sir.

14 Q You weren't there -- you weren't on the  
15 phone or nobody called you?

16 A No, sir.

17 Q Now, I showed you the caption before.

18 A Yes, sir.

19 Q It was the Estate of Gloria Satterfield  
20 versus Alex Murdaugh. And you're the PR -- it says  
21 the PR -- excuse me -- of the estate. You're the  
22 plaintiff.

23 Did you consent for your caption, you  
24 being the plaintiff, to be changed to In Re: Gloria  
25 Satterfield?

## CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir. And I don't know what that  
2 means.

3 Q Do you understand -- in re: is just a term  
4 that estate lawyers like Tommy use. It means, you  
5 know, in the name of.

6 But it doesn't even say decedent now. Now  
7 it gets a little bit squirrely because it doesn't  
8 say, In Re: Gloria Satterfield, decedent. It jus  
9 says, In Re: Gloria Satterfield. And that can mean  
10 a person that's incapacitated because they're in the  
11 hospital.

12 You didn't consent for that caption to be  
13 changed, did you?

14 A No, sir.

15 Q Nobody asked you?

16 A Nobody asked me.

17 Q And if you were asked, would you take your  
18 name off as a plaintiff on that caption for the  
19 estate?

20 A No, sir.

21 Q Did you ever hear that the reason they're  
22 changing the caption -- and whose name got taken off  
23 that? Your name, right?

24 A Yes.

25 Q And now the guy on the other side of the V

## CHAD WESTENDORF - ROUGH DRAFT

1 was who? Alec?

2 A Alec.

3 Q His name was taken off.

4 A Was it?

5 Q Yeah. Well, now it's In Re: Gloria  
6 Satterfield.

7 So did you ever find out that the reason  
8 they wanted to take the caption off was because Alec  
9 didn't want Mark Tinsley, who was representing  
10 Mallory Beach, to find out he was settling a case  
11 and paying a lot of money? Did you ever hear that  
12 discussion?

13 A Repeat your question, please.

14 Q Ever hear that discussion that the reason  
15 Alec's name was being taken off that caption was he  
16 didn't want Mark Tinsley, who was suing him, suing  
17 his son for the Mallory Beach boating accident, he  
18 didn't want anybody to find out in public record  
19 that this kind of money was being paid from his  
20 homeowners insurance carrier?

21 A The only time I heard that was --

22 Q Was in chambers?

23 A -- in chambers, yes.

24 Q At the second settlement conference?

25 A Yes. And that's where --

## CHAD WESTENDORF - ROUGH DRAFT

1 Q And Alec wasn't even there.

2 A He wasn't there.

3 Q And that was said to Judge Mullen.

4 A From Cory, yes, sir.

5 Q And Judge Mullen says, "I understand."

6 A "I understand."

7 Q And Judge Mullen, did you know, had  
8 recused herself a month before from the BUI  
9 lawsuit -- BUI meaning boating under the influence.

10 A Sure.

11 Q I'm going to show you an order that a  
12 month before you had your hearing, she recused  
13 herself from hearing anything having to do with Alex  
14 Murdaugh in Mallory Beach's death.

15 A I did not.

16 Q Did she discuss that to you? Did she say  
17 to you, "Mr. Westendorf, you're the PR for this  
18 estate. And I need to disclose to you that I have  
19 recused myself one month before from having to do  
20 anything with Alex Murdaugh in the Mallory Beach  
21 death"?

22 A No, sir.

23 Q Okay. So you didn't see this e-mail where  
24 they're going to change the caption?

25 A No, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 MR. BLAND: Okay. So the next document is  
2 19 (handing). This is the settlement  
3 agreement.

4

- - -

5

(Description marked

6

PARTYEXB Exhibit

7

Number for identification.)

8

- - -

9

MR. LYDON: Do you have another one here?

10

MR. BLAND: I'm sorry (handing).

11

MR. LYDON: Thank you.

12 BY MR. BLAND:

13

Q Do you remember signing this settlement

14

agreement?

15

A No, sir.

16

Q Okay. Do you remember seeing this

17

settlement agreement, that it said --

18

A I don't remember seeing this. No, I don't

19

remember seeing it.

20

I'm sorry. He told me to speak up.

21

Q Do you remember the statement at the

22

bottom, right before the bottom, it says on the

23

front page: "The settlement petition and order

24

shall not have an adversarial caption."

25

Do you remember seeing that language?

CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir. And I don't know what that  
2 means.

3 Q Okay. Well, obviously --

4 A I know now.

5 Q -- it's a V.

6 A Yeah.

7 Q Chad versus Eric.

8 Now it's going to say, In Re: Gloria  
9 Satterfield.

10 MR. BLAND: Let's take a five-minute  
11 break.

12 THE VIDEOGRAPHER: This is the end of  
13 media 1. The time is 11:32 a.m. We are off  
14 the record.

15 (Whereupon there was a recess in the  
16 proceedings from 11:32 a.m. to 11:37 a.m.)

17 THE VIDEOGRAPHER: The time is 11:37 a.m.  
18 This is the beginning of media 2. We are back  
19 on the record.

20 - - -

21 (Description marked  
22 PARTYEXB Exhibit  
23 Number for identification.)

24 - - -

25 BY MR. BLAND:

## CHAD WESTENDORF - ROUGH DRAFT

1 Q So I'm showing you Exhibit Number 20.  
2 This is where Judge Mullen, on April -- I think it  
3 was the 4th -- yeah, April 4th -- or April 10th.  
4 Excuse me. She recused herself. Judge Mullen has  
5 recused herself from hearing all matters related to  
6 this case and forwarded to justice for reassignment.  
7 So this is the Mallory Beach case versus Gregory  
8 Parker. And et al. means that there's other  
9 defendants.

10 And you were unaware of that when you went  
11 into that hearing.

12 A Yeah.

13 Q So when you went into the hearing on  
14 April 13th, it was just you, Cory --

15 A May 13th.

16 Q May 13th. You and Cory.

17 A Yes, sir, and Judge Mullen.

18 Q And Judge Mullen. And, again, that was  
19 not on court record and it was not in a courtroom?

20 A No, sir. It was in a room off there.

21 Q A room off there. Okay.

22 And did it strike you funny when Judge  
23 Mullen said, "We're going to change the caption and  
24 take Alex's name off"?

25 A I didn't know that happened until you just

## CHAD WESTENDORF - ROUGH DRAFT

1 told me.

2 Q Well, you said there was a discussion in  
3 front of --

4 A Not about taking the caption off. The  
5 only discussion we had was he claimed -- or he told  
6 Judge Mullen that he would -- that Alec's attorneys  
7 would appreciate it or would not want her to file  
8 the order at this time.

9 I didn't know anything about a caption.

10 Q Okay.

11 A They asked -- they asked not to file  
12 because of the --

13 Q The Mallory?

14 A -- the recent boating accident.

15 Q The recent boating accident --

16 A Yes.

17 Q -- and he was being sued?

18 A Well, I didn't know about being sued, but  
19 she just said, "the publicity over the recent  
20 boating accident."

21 Q And that's why she said, "I'm going to  
22 sign the order, but don't file it"?

23 A Yes; it wasn't filed.

24 Q She said, "Don't file it."

25 A Cory asked if it couldn't -- "I'm going to

CHAD WESTENDORF - ROUGH DRAFT

1 file this later."

2 I don't remember the judge saying, "Don't  
3 file it," but Cory said, "We want to file this  
4 later."

5 Q Well, we're not -- it was never filed.

6 A I don't know how it all works. Okay.

7 Q It was never filed.

8 A Okay.

9 Q So he told her, "We're not going to file  
10 it because of the publicity over the boating  
11 accident," and she said, "Okay."

12 A Yes.

13 Q And then signed the order?

14 A She signed something. I cannot say that  
15 was the exact thing she signed, but I was in there  
16 when she agreed to it.

17 MR. BLAND: Okay. So the next document is  
18 21, which is a Release that you actually did  
19 sign (handing).

20 THE WITNESS: Yes, sir.

21 - - -

22 (Description marked  
23 PARTYEXB Exhibit  
24 Number for identification.)

25 - - -

CHAD WESTENDORF - ROUGH DRAFT

1 BY MR. BLAND:

2 Q And you signed as Chad Westendorf,  
3 personal representative of Gloria Satterfield, on  
4 the 11th of April.

5 A Yes, sir.

6 Q And this is where you're agreeing to  
7 release these insurance companies for the payment of  
8 \$4.3 million.

9 A Yes, sir.

10 - - -

11 (Description marked  
12 PARTYEXB Exhibit  
13 Number for identification.)

14 - - -

15 BY MR. BLAND:

16 Q Okay. And so then on April 22nd, Exhibit  
17 Number 22 (handing), the check is actually sent in  
18 the amount of \$3.8 million. And it's made payable  
19 to you and to Moss Kuhn & Fleming as the attorneys,  
20 correct?

21 A Yes, sir.

22 Q And you signed the check?

23 A Yes, sir.

24 Q You endorsed it?

25 A Yes, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q You didn't put "for deposit only." You  
2 put "Chad Westendorf as personal representative of  
3 the Estate of Gloria Satterfield."

4 A Yes, sir.

5 Q Do you see an endorsement by Moss  
6 Kuhn & Fleming on there?

7 A I do not.

8 Q Okay. So that check wasn't even correct.

9 A Well, this was for me.

10 Q Right.

11 A I made a copy of this. So I don't know --  
12 if I may.

13 Q You don't know if, when he took the check,  
14 that he may have put --

15 A Yeah. His investigator brought this check  
16 to the bank for me to sign. That's how I had copies  
17 of these and I sent them to you.

18 Q Now, this is to Cory Fleming.

19 A Yes.

20 Q And you see the second sentence, it says:  
21 "Please hold these settlement funds in trust until  
22 the petition and the order approving the settlement  
23 have been signed and filed at the probate court  
24 settlement hearing."

25 A Yes, sir.

CHAD WESTENDORF - ROUGH DRAFT

1 Q Now, you just told me that you were aware  
2 that there were discussions between Cory and Judge  
3 Mullen where they agreed not to file this. And you  
4 got a copy of this letter.

5 Did it strike you as strange, when you're  
6 in the settlement conference and they're discussing  
7 not filing it of record, when the man who sent the  
8 money said, "Look, this is to be hold in trust until  
9 it's actually signed and filed, the order." You  
10 never thought of that?

11 A I thought he would hold it until it was  
12 filed. I mean, my interpretation of -- never mind.

13 Q Right. All you heard was that he -- he  
14 asked Judge Mullen --

15 A To wait.

16 Q -- to wait to sign it, and we're not going  
17 to file it. And she said, "Okay."

18 A Yes, sir.

19 - - -

20 (Description marked  
21 PARTYEXB Exhibit  
22 Number for identification.)

23 - - -

24 BY MR. BLAND:

25 Q Then the next document that I want to show

## CHAD WESTENDORF - ROUGH DRAFT

1 you is 23, which is the petition (handing). And,  
2 again, you're not a lawyer, but you will see that  
3 the caption now is just In Re: Gloria Satterfield.

4 A Yeah.

5 Q It's not Chad Westendorf as personal  
6 representative for the Estate of Gloria Satterfield  
7 versus Alex Murdaugh. It's not even In Re: Gloria  
8 Satterfield Estate. It's not even Decedent. It  
9 doesn't even tell the world she's dead, right?

10 A If that's what you say. I don't know what  
11 that means, I've told you.

12 Q Well, Gloria Satterfield.

13 A That's all. That's all it means.

14 Q I can't look at the name Gloria  
15 Satterfield and know that she's dead.

16 A I understand that.

17 Q Because it usually says decedent or  
18 estate.

19 A I gotcha.

20 Q And there's no docket number, right?

21 So when you walked into the chambers with  
22 this petition, which you signed --

23 A Yes, sir.

24 Q -- as Chad Westendorf, you signed the  
25 Verification, and you signed as PR.

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yes, sir.

2 Q When you walked into the chambers, did  
3 Judge Mullen not say to Cory Fleming, "Where is the  
4 petition that I'm supposed to rule on that's filed  
5 of court record? How is this caption the new  
6 caption when the caption that's filed of record is  
7 Chad Westendorf versus the -- versus Richard Alex  
8 Murdaugh?"

9 Did she not say, "Mr. Fleming, what are  
10 you doing with this caption? Where is this?  
11 There's no order."

12 You understand that if a caption -- you  
13 probably understand now.

14 A Yeah.

15 Q You have a court caption. It's in the  
16 court record. So the Clerk of Court will type up a  
17 caption and it will come up.

18 If you're going to change the caption, a  
19 judge has got to approve that so that the Clerk of  
20 Court can change the caption. There's got to be a  
21 way to search records and file stuff that it gets  
22 filed right.

23 A Yes, sir.

24 Q Did not Judge Mullen say, "Mr. Fleming,  
25 what are you doing bringing this caption in here? I

CHAD WESTENDORF - ROUGH DRAFT

1 don't understand. It's not even filed, this  
2 petition."

3 She didn't say that?

4 A I don't remember anything even discussing  
5 that. Like I said, that's the first I heard of it,  
6 today.

7

- - -

8

(Description marked

9

PARTYEXB

Exhibit

10

Number

for identification.)

11

- - -

12 BY MR. BLAND:

13

Q So the next document is 24 (handing).

14

This is the actual order that she initialed and

15

signed, right?

16

A She signed something. Like I said --

17

Q Right.

18

A -- I wasn't standing over her shoulder,

19

but we were discussing it and everybody had

20

paperwork. Yes.

21

Q Okay. So this was filed in December, if

22

it's -- she didn't file it. The filing on there is

23

December 2021 in another court filing.

24

A Yes.

25

Q This was never filed of record. And you

## CHAD WESTENDORF - ROUGH DRAFT

1 signed the disbursement sheet.

2 A Yes, sir.

3 Q And this is now a combined disbursement  
4 sheet. There's \$505,000 that was the Lloyd's first  
5 settlement, right?

6 A Yes, sir.

7 Q There the 3.8 million, which was the  
8 Nautilus settlement.

9 A Yes, sir.

10 Q Attorneys' fees from the first one are  
11 \$168,333.33 from Lloyd's and 1.2 million from the  
12 Nautilus settlement. Right?

13 A Yes, sir.

14 Q But we already went through the  
15 disbursement sheet that you signed on January 7th.

16 A Yeah.

17 Q And that wasn't a settlement of 505. It  
18 was a settlement of 475. You didn't catch the  
19 difference?

20 A I did not catch that.

21 Q And \$403,500 was already sent to Forge.  
22 We saw that check.

23 A Yes, sir.

24 Q Which leaves \$101,500. Where was the  
25 \$168,000 of attorneys' fees going to come from?

## CHAD WESTENDORF - ROUGH DRAFT

1 A (Shakes head.)

2 Q Then you signed and approved \$105,000 of  
3 prosecution expenses. And you're saying, "I fully  
4 understand and approve the above disbursements."

5 What did you do to avail yourself that  
6 there was \$105,000 of expenses?

7 A I didn't.

8 Q And if you approved 11,500 -- I know it's  
9 embarrassing for you, and it's painful, but if you  
10 approved the 11,500 on January 7th, right --

11 A Yes.

12 Q -- of expenses --

13 A Yes, sir.

14 Q -- how was there an additional 105,000  
15 between January of 2019 and the May 13th, 2019,  
16 hearing?

17 A No idea.

18 Q It's not credible.

19 A It's not.

20 Q There wasn't -- there wasn't ongoing  
21 litigation. There wasn't depositions. The estate  
22 wasn't paying Cory by the hour. He was taking a  
23 contingency fee up top. You see his contingency  
24 fee.

25 A Yes, sir.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q And where -- where does that -- how does  
2 that make sense other than it's just Cory stealing?

3 A It doesn't make sense.

4 Q So the net, it says, that you're going to  
5 oversee that's going to go to my clients is  
6 \$2,765,000. You're going to oversee that. You're  
7 going to make sure that this gets disbursed this  
8 way.

9 And you understand, when Judge Mullen  
10 signs this order and she sees this disbursement  
11 sheet, she expects that it's going to be disbursed  
12 exactly how it was presented to her by you on this  
13 sheet. Okay?

14 A Yeah.

15 MR. BLAND: So then we have another  
16 disbursement sheet. And this is Exhibit 25  
17 (handing).

18

- - -

19 (Description marked  
20 PARTYEXB Exhibit  
21 Number for identification.)

22

- - -

23 BY MR. BLAND:

24 Q And now it shows the same settlements,  
25 505, 3.8 up top. Do you see that?

## CHAD WESTENDORF - ROUGH DRAFT

1 A Yes, sir.

2 Q But now it's saying from the Lloyd's  
3 portion, they're only going to take \$50,000 of  
4 settlement money. Do you see that?

5 A Yes, sir.

6 Q The previous document, they were going to  
7 take --

8 A 160-something.

9 Q 168. And now they're saying they're only  
10 going to take 600,000 from Nautilus, where the  
11 previous document they told the court they were  
12 going to take 1266. Do you see that?

13 A Yes, sir.

14 Q And now the prosecution expenses are --  
15 there's a mediation for \$1,500. That pays the  
16 mediator. And then you got paid another \$20,000.  
17 You see that?

18 A Yes.

19 Q For a total of 30.

20 A Yes, sir.

21 Q How is that determined?

22 A I have no idea.

23 Q And then the only other expenses are a  
24 55.59, and then there's two, \$8,000 and 8,500,  
25 expense checks. And you never figured out what they

CHAD WESTENDORF - ROUGH DRAFT

1 are for.

2 A No.

3 Q And then prosecution remaining in trust,  
4 \$191,000. Do you see that?

5 A Yes, sir.

6 Q And they have these Forge checks here.  
7 You see those?

8 A Yes, sir.

9 Q But this was never signed by you.

10 A No, sir. I never saw it.

11 Q You never approved it?

12 A No.

13 Q The only one you approved was the one you  
14 signed. But somehow this document was created, as  
15 well. Okay?

16 MR. BLAND: So the next document is  
17 Exhibit Number 26. And I had promised you I  
18 was going to share this with you.

19 - - -

20 (Description marked  
21 PARTYEXB Exhibit  
22 Number for identification.)

23 - - -

24 BY MR. BLAND:

25 Q This is the document that Michael Gunn --

## CHAD WESTENDORF - ROUGH DRAFT

1 and I'll represent to you he's the guy from Forge  
2 Consulting, LLC. He says to you: Because it's a  
3 minor, I'm assuming you'll need certain court  
4 approval which can avoid probate. I would recommend  
5 we do a minors pool trust -- da, da, da, da --  
6 during the years of minority, it can pay -- and then  
7 we have the balance that's invested or whatever.

8 But he said: Because the receipt of the  
9 funds into your trust account has already occurred,  
10 a traditional structured settlement is not possible  
11 unless you want to send back the funds to the  
12 defendant and have them reissue the checks and  
13 change the release.

14 So Cory is already told -- and this is in  
15 December of 2017, a year and a half before all this  
16 takes place -- you cannot receive these moneys in  
17 your account. If you do, there's no structure. The  
18 structure can only take place if the checks go from  
19 the payor insurance company to the annuity insurance  
20 company. So he's already on notice.

21 So when he's writing checks to Forge after  
22 he gets your endorsement on the check and deposits  
23 it into his trust account, he knows that it can't be  
24 a structure. And he's telling the world in this --  
25 through his lawyers here that he was duped by Alex;

## CHAD WESTENDORF - ROUGH DRAFT

1 he didn't know what was going on; he thought that  
2 Alex was buying a structure, whatever.

3 But the threshold thing is he's already  
4 been told by Forge, the company that's supposedly  
5 going to write the thing, you cannot take possession  
6 of those funds and put it in there.

7 This is not your fault. I'm just telling  
8 you.

9 A I appreciate it.

10 Q On the people that you were dealing with.

11 MR. BLAND: So the next exhibit that I'm  
12 going to show you is 27 (handing).

13 - - -

14 (Description marked  
15 PARTYEXB Exhibit  
16 Number for identification.)

17 - - -

18 BY MR. BLAND:

19 Q We're almost done.

20 So on 27, the check is made payable to --  
21 the same day as the hearing that you had, May 13th,  
22 2019, Cory writes a check to Forge for \$2.9 million.  
23 And your signed disbursement that he was supposed to  
24 write it to was my clients and your client was  
25 supposed to get \$2.7 million.

## CHAD WESTENDORF - ROUGH DRAFT

1 Did Cory ever tell you, "We need to go  
2 back to Judge Mullen to get her to approve this  
3 disbursement this way"?

4 A No, sir.

5 Q And you didn't even know that he was  
6 sending that check.

7 A I didn't.

8 Q He didn't provide you with a copy of that  
9 check.

10 A No, sir.

11 Q And again it's sent to Forge without any  
12 remitter at the bottom telling it this is the  
13 Satterfield structure; this is for Brian or Tony;  
14 half goes to Tony or 60 percent goes to Brian.

15 What is Forge? If there's a real Forge,  
16 what are they supposed to do with this check?

17 Now, this was endorsed properly. It says  
18 Alex Murdaugh, d/b/a Forge. Now, we know that Forge  
19 was a fake because Alex was not in the structured  
20 annuity business, but he opened this account. But  
21 this is a correct endorsement, assuming that the  
22 check was legitimate. So that if it went back to  
23 BB&T, the payor bank, they would have to honor it  
24 because there's a disbursement -- an endorsement, as  
25 long as there were funds in the account.

CHAD WESTENDORF - ROUGH DRAFT

1 A Yes.

2 MR. BLAND: Okay. So the next check is  
3 30 -- no -- is 28. Excuse me.

4 - - -

5 (Description marked  
6 PARTYEXB Exhibit  
7 Number for identification.)

8 - - -

9 BY MR. BLAND:

10 Q And this is -- yeah. This is for  
11 \$600,000. And that's not what was supposed to be on  
12 the attorneys' fee disbursement that you had. It  
13 was supposed to be for \$1.2 million that they were  
14 supposed to get.

15 And, again, you didn't see this check,  
16 right?

17 A No, sir.

18 Q And it doesn't say in the reference, hey,  
19 this is for the Satterfield money. Okay.

20 MR. BLAND: So the next document is  
21 Exhibit Number 29 (handing).

22 - - -

23 (Description marked  
24 PARTYEXB Exhibit  
25 Number for identification.)

CHAD WESTENDORF - ROUGH DRAFT

1

- - -

2 BY MR. BLAND:

3 Q And this is where they're withdrawing  
4 their statement for \$95, Michael Sartip. Do you see  
5 this? This is a creditor's claim.

6 Now, he didn't withdraw the \$665,000  
7 creditor claim. He withdrew a \$95 one. Did you get  
8 a copy of this?

9 A I did not.

10 Q And it was sent to the Hampton County  
11 court. And, again, it's in the probate court. And  
12 you never got a copy of it?

13 A No, sir.

14 MR. BLAND: So the next document I'm going  
15 to show you is Exhibit Number 30 (handing).

16

- - -

17 (Description marked  
18 PARTYEXB Exhibit  
19 Number for identification.)

20

- - -

21 BY MR. BLAND:

22 Q And now it starts to get really crazy.  
23 This is a Stipulation of Dismissal, and  
24 it's signed by Cory and Alex. Did you know that  
25 Cory signed this document a year and a half later,

CHAD WESTENDORF - ROUGH DRAFT

1 on October 5th of 2020, on your behalf?

2 A No, I did not.

3 Q Did he get your permission to sign this  
4 document?

5 A No, sir.

6 Q And Alex signed this document on his  
7 behalf without any lawyers. Do you see that?

8 A I see that, yes.

9 Q And this is the dismissal of the only  
10 caption that exists in the courthouse, the one that  
11 started when you started on December 19th, 2018. It  
12 was Chad versus Alex Murdaugh. And there's the  
13 court term and number up top.

14 A But that wasn't on the other one.

15 Q Where is the dismissal of that? Where is  
16 the In Re: Gloria Satterfield? It doesn't exist,  
17 does it?

18 And so the very next day --

19 MR. BLAND: I'm going to show you Exhibit  
20 Number 31 (handing).

21 - - -

22 (Description marked  
23 PARTYEXB Exhibit  
24 Number for identification.)

25 - - -

## CHAD WESTENDORF - ROUGH DRAFT

1 BY MR. BLAND:

2 Q Cory writes Forge again, \$118,000. No  
3 reference. Doesn't say it's pursuant to the  
4 Satterfield. It doesn't allocate between Brian and  
5 Tony. And this -- that account was supposed to be  
6 zeroed out. If you look at your disbursement sheet  
7 that you signed on May 13th, everything was supposed  
8 to be written out and there would be zero dollars.

9 The 2.7 goes to the client. You get your  
10 fees. The attorneys' fees -- there wasn't supposed  
11 to be any money left over. Yet almost a year and a  
12 half later, there's another \$118,000 that Cory is  
13 writing to Forge without any court order. There's  
14 never an approval either by you or by Judge Mullen  
15 or any judge saying another \$118,000 can be written  
16 to Forge.

17 And he didn't call you on the phone and  
18 ask your permission.

19 A No, sir.

20 Q Did you assume, in October of 2020, that  
21 all the money had been disbursed and there was  
22 nothing left?

23 A I did.

24 Q Right. And you don't get a copy of this.  
25 You're not told of this.

## CHAD WESTENDORF - ROUGH DRAFT

1 A No, sir.

2 Q And Cory represents you. And you'll see  
3 this doesn't have an endorsement on it, does it?

4 A It's deposit only.

5 Q It says "deposit only."

6 And so the dismissal is done the day  
7 before. And it looks like somebody's trying to zero  
8 out an escrow account, because 118,000 goes to  
9 Forge. Did you ever see a Forge insurance policy?

10 A No, sir.

11 Q A Forge annuity?

12 A No, sir.

13 Q And we already said you never discussed  
14 this with the boys or talked to the boys.

15 And then you learned something at the  
16 mediation that we had in September, that even after  
17 Cory wrote that \$118,000, he still had another  
18 \$113,800 in his trust account. When you heard that  
19 that day, were you shocked?

20 A Yeah. I thought it was all over, I mean.

21 Q And what was the -- what was the 113,000  
22 still doing in his escrow account? There was no  
23 more defendants? There was no more people to  
24 prosecute. We -- they exhausted the primary. They  
25 settled with the excess. And it's just -- it's just

CHAD WESTENDORF - ROUGH DRAFT

1 a real shame, I think, when you see how all this --  
2 this happened.

3 MR. BLAND: So now I'm going to show you  
4 Exhibit Number 32 (handing).

5 - - -  
6 (Description marked  
7 PARTYEXB Exhibit  
8 Number for identification.)

9 - - -  
10 BY MR. BLAND:

11 Q Here is you getting your first 10, right?

12 A Yes, sir.

13 Q You endorsed it. It was written on  
14 January 7th, right?

15 A Yes, sir.

16 MR. BLAND: Okay. And then I'm going to  
17 show you Exhibit Number 33 (handing).

18 - - -  
19 (Description marked  
20 PARTYEXB Exhibit  
21 Number for identification.)

22 - - -  
23 BY MR. BLAND:

24 Q 33. And you wrote these for me, right?

25 A Yes, sir.

CHAD WESTENDORF - ROUGH DRAFT

1 Q And you acknowledge that you had been  
2 paid -- that you're going to return the \$33,000?

3 A Yes, sir.

4 Q And that you actually went to Russ and --  
5 contrary to what the bank said, or initially said  
6 they were unaware of it, you actually gave a  
7 statement on October 1st, saying that you had gone  
8 to Russ and told him that you would be a PR, or  
9 asked him, and he said you could be, right?

10 A Yes, sir.

11 MR. BLAND: Okay. So now my next exhibit  
12 that I'm going to show you is 34 (handing).

13 - - -

14 (Description marked  
15 PARTYEXB Exhibit  
16 Number for identification.)

17 - - -

18 BY MR. BLAND:

19 Q This is Cory writing himself a check for  
20 \$8,000 on January 17th, on this escrow account  
21 and -- for 10 -- for \$8,000. Do you know on what he  
22 would have spent \$8,000?

23 A I do not.

24 MR. BLAND: Okay. The next exhibit is 35  
25 (handing).

CHAD WESTENDORF - ROUGH DRAFT

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(Description marked  
PARTYEXB Exhibit  
Number for identification.)

- - -

BY MR. BLAND:

Q And you filed this on September 21st to no longer be the administrator of the estate; is that correct?

A Yes, sir.

- - -

(Description marked  
PARTYEXB Exhibit  
Number for identification.)

- - -

BY MR. BLAND:

Q Okay. And then on 36, you filed your final accounting that we discussed earlier (handing).

A Yes, sir.

Q And it's the same 26,000 that existed, right?

A Yes, sir.

Q And we already discussed that you never got ahold of the 50,000 that should have gone to the

CHAD WESTENDORF - ROUGH DRAFT

1 probate court, right?

2 A That is correct.

3 MR. BLAND: Okay. And then Exhibit Number

4 39 -- 37. Sorry. (Handing.)

5 - - -

6 (Description marked

7 PARTYEXB Exhibit

8 Number for identification.)

9 BY MR. BLAND:

10 Q Is you agreeing, pursuant to our  
11 agreement, you sent back the moneys, the \$30,000.

12 A Yes, sir.

13 Q Is that correct?

14 A Yes, sir.

15 Q And that discords you of all the fees that  
16 you made, right?

17 A Correct.

18 MR. BLAND: And then 38 (handing).

19 - - -

20 (Description marked

21 PARTYEXB Exhibit

22 Number for identification.)

23 - - -

24 BY MR. BLAND:

25 Q 38 is the 113,800 that still remained in

CHAD WESTENDORF - ROUGH DRAFT

1 the escrow account, right?

2 A Yes, sir.

3 Q And we have no explanation for that,  
4 right?

5 A I have no clue.

6 MR. BLAND: And then 39 (handing).

7 - - -

8 (Description marked  
9 PARTYEXB Exhibit  
10 Number for identification.)

11 - - -

12 BY MR. BLAND:

13 Q This is -- this tells the story. So this  
14 is the escrow analysis account of the moneys. So it  
15 shows \$505,000 coming in on December 19th, the day  
16 after you were appointed. Then on January 7th,  
17 403,500 was paid to Forge, right?

18 A Yes, sir.

19 Q Then 10,000 was paid to you, which we  
20 already showed. Then 8,000 was paid to Cory  
21 Fleming, which we showed. And we have no idea what  
22 that 8,000 represents.

23 Moss Fleming got 50,000. But under the  
24 order from Judge Mullen, they were supposed to get  
25 \$166,000. Then Cory Fleming takes another \$8,500.

## CHAD WESTENDORF - ROUGH DRAFT

1 Do you see that?

2 A I see that.

3 Q On April 3rd, did you know what that was  
4 for?

5 A I do not.

6 Q The only legitimate cost was the mediator  
7 that was 1,512, which is John Austin. Then the  
8 3.8 million is deposited. 2,961,000 goes to Forge,  
9 which we already saw. You got your 20,000, which  
10 we've already seen. And 600 went to Moss Kuhn when  
11 it was supposed to be 1,266,000.

12 A Yes.

13 Q And then another 9,700 went to Cory  
14 Fleming. Do you know what that was for?

15 A No, sir.

16 Q So we have almost \$27,000 worth of checks  
17 written to Cory from this account for personal  
18 expenses which never existed, which is pure theft.

19 And then there was the \$118,000. I showed  
20 you that check that was written on October 6th,  
21 which left \$113,800, which was wired to my account.  
22 So that is the saga of this.

23 And you are still employed by the bank; is  
24 that correct?

25 A That is correct.

## CHAD WESTENDORF - ROUGH DRAFT

1 Q Are you still the president of the banking  
2 association?

3 A That is correct.

4 Q Okay. So you're not allowed to tell me,  
5 but have you testified before a grand jury?

6 A I'm not allowed to tell you what?

7 Q The substance of it. But have you  
8 testified?

9 A Yes.

10 Q And outside of testifying before a grand  
11 jury, have you also been interviewed by SLED?

12 A Yes.

13 Q And gave a statement to SLED?

14 A Yes.

15 Q And you gave a 302 -- have you been  
16 interviewed by the FBI?

17 A They were with SLED.

18 Q So that is not privileged as is the grand  
19 jury testimony.

20 So I was told that in your statement --  
21 you made a similar statement about Judge Mullen,  
22 that Judge Mullen knew that the order was not going  
23 to be filed.

24 A Yes, sir.

25 Q Is there anything else that you have said

## CHAD WESTENDORF - ROUGH DRAFT

1 that you said in there about the two hearings of  
2 Judge Mullen that's different than what you said  
3 today?

4 A I don't recall anything different.

5 Q Do you think that judge -- based on your  
6 personal observation, do you think that Cory Fleming  
7 hoodooed Judge Mullen?

8 A I don't know.

9 Q Judge Mullen knew that that order was not  
10 going to be filed.

11 A Yeah.

12 Q And the reason was because of the Mallory  
13 Beach case, because of the public scrutiny that was  
14 attached to it at that time, and Mark Tinsley suing  
15 Alec and Paul -- Paul had not died yet -- and the  
16 convenience store, Parker's, and some other people;  
17 is that correct?

18 A I believe so.

19 Q Okay. I have had some other people  
20 consult me, obviously, other than the Satterfields,  
21 as this all has unfolded. And I'm noticing in a lot  
22 of the files, let's say, for Jinks, Jordan Jinks,  
23 and I'm noticing in Sandra Manning, that after they  
24 signed up with the Murdaugh firm, they would come to  
25 your bank and borrow money.

## CHAD WESTENDORF - ROUGH DRAFT

1 Are you aware of that, that loans --

2 A Can you --

3 Q -- that loans would be done? So for  
4 Sandra Manning, I have her borrowing a total of  
5 \$1,500.

6 A Okay.

7 Q \$500 three separate times. And the  
8 interest rate on her loans was 29 percent.

9 A Okay.

10 Q Did you ever do those loans?

11 A I used to. Several years back, I did.

12 Q For the Murdaugh firm?

13 A And there was other firms, too.

14 Q Other firms?

15 A Yeah.

16 Q Okay. How would interest rates be  
17 determined? Would they be negotiated with the  
18 customer? Would Alex negotiate them or the attorney  
19 for the law firm, or you just would set the interest  
20 rate?

21 A I was hired 23 years ago. When we came  
22 there, they explained to me -- we called them lawyer  
23 loans.

24 Q Right.

25 A They were done with people having cases,

## CHAD WESTENDORF - ROUGH DRAFT

1 and they would be paid out of the case.

2 Q Right?

3 A 18 percent across the board is what they  
4 were. It must be an APR that you were looking at  
5 for 29, but most of them were a set rate of  
6 18 percent and they were done for one year at a  
7 time.

8 Q And then like Jordan Jinks, I had his --  
9 his are 22 percent.

10 A It must have just been the APR. All of  
11 them -- from my recollection, every one I did was  
12 18 percent. That was a fixed rate on those. And I  
13 don't know how that was set, what the policy was.

14 Q Is there a default interest rate other  
15 than the regular interest rate, if they go in  
16 default, if you know?

17 A I don't know.

18 Q A different rate?

19 A Yeah, I don't know.

20 Q To your knowledge, you know, what happens  
21 if they weren't repaid? Did you guys ever go after  
22 the client or you would just write off the loan?

23 A I don't know.

24 Q In your experience, the loans that you  
25 wrote, were they all paid?

## CHAD WESTENDORF - ROUGH DRAFT

1 A They were all paid. I don't know --

2 Q They do a pretty good job -- Murdaugh does  
3 a pretty good job of collecting money.

4 A Well, I mean, yeah.

5 Q Because you're paid from the settlement  
6 proceeds.

7 A That's correct.

8 Q And then it's calculated based on when the  
9 loan started to when the repayment happens.

10 A Correct.

11 Q You know, this is new to us in the  
12 Midlands about lawyers taking clients to a bank and  
13 getting them -- loaning money. It's done for, I  
14 guess, Gooding & Gooding firm and all those other  
15 firms down there. They do that.

16 Why do the customers need the money? Is  
17 it just normal living expenses?

18 A I have no idea.

19 Q I see loans like 1,000, 1,500, 500. I  
20 mean, was that kind of the area -- you weren't  
21 loaning like 100 grand to somebody on a case, where  
22 you?

23 A I never did. All that I ever did -- and  
24 usually around Christmas, they were bigger. Not  
25 bigger, but more coming in.

CHAD WESTENDORF - ROUGH DRAFT

1 Q They could come back and reup and get more  
2 loans?

3 A That's right.

4 MR. BLAND: That's all I have. Thank you  
5 very much.

6 MR. LYDON: Great.

7 MR. BLAND: I appreciate it.

8 THE VIDEOGRAPHER: This --

9 THE WITNESS: Will I be able -- I'm sorry.

10 THE VIDEOGRAPHER: This concludes the  
11 deposition of Chad Westendorf, media number 2.  
12 The time is 12:14 p.m. We are off the record.

13 (The following discussion was held  
14 off the video record:)

15 MR. LYDON: We will read and sign.

16 THE COURT REPORTER: And I'll send you a  
17 copy of the transcript?

18 MR. LYDON: I don't need a copy because  
19 we're out of the case.

20 - - -

21 (Witness excused.)

22 - - -

23 (Deposition was concluded at 12:14 p.m.)

24 - - -

25



# EXHIBIT “2”

**Vitesse** On behalf of Certain Lloyd's Underwriters  
VITESSE  
244 FIFTH AVENUE  
SUITE 1207  
NEW YORK, NY 10001



This is a Deluxe eCheck. Use the Check Verification service provided by the Deluxe Corporation if you wish to confirm that this check was issued by the account holder and remains unmodified from the original electronic document. <https://echecks.com/verify>

3755

Date 12/04/2018  
Void after 90 days

PAY TO THE ORDER OF Chad Westendorf as PR of the Estate of Gloria Satterfield and \$ 505,000.00

Moss, Kuhn & Fleming, P.A.  
Five hundred five thousand and 00/100 Dollars

Community Federal Savings Bank

*Stefan Burkwood*

Memo settlement 2002-100-RSW

⑈003755⑈ ⑆026073008⑆ [REDACTED]

*Chad Westendorf as PR of the Estate of Gloria Satterfield*  
PAY TO THE ORDER OF  
BB&T SC  
BEAUFORT, SC 29901  
FOR DEPOSIT ONLY  
MOSS, KUHN & FLEMING, P.A.  
LOLITA TRUST ACCOUNT

EXHIBIT  
*Westendorf*  
11  
2/22/22 CF

# EXHIBIT “3”

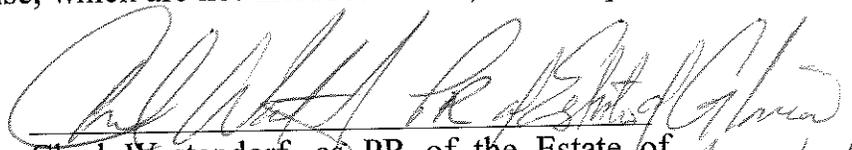
DISBURSMENT STATEMENT  
Estate of Gloria Satterfield v. R. Alexander Murdaugh

DATE OF INJURY: 02/28/2018

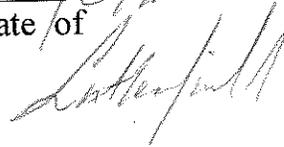
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Settlement:	\$475,000.00
Attorney's Fees	<u>50,000.00</u>
	\$ 425,000.00
 Chad Westendorf (as PR of the Estate)	 \$ 10,000.00
 Total Prosecution Expenses:	 \$11,500.00
 FORGE	 \$403,500.00

I understand and fully approve the above disbursements; I acknowledge receipt of the above amount and a copy of this statement. Any known or unknown medical bills or expenses, medical or otherwise, which are not included above, shall be paid by me, the undersigned.

  
Chad Westendorf, as PR of the Estate of  
Gloria Satterfield

Date: 1/7/2019



# EXHIBIT “4”

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT SOUTH CAROLINA  
3 CHARLESTON DIVISION

4 DEPOSITION OF H. FRED KUHN, JR.  
5 30(b)(6) MOSS & KUHN, P.A.

6 NAUTILUS INSURANCE COMPANY,

7  
8 Plaintiff,

9 vs. CASE NO. 2:22-cv-1307-RMG  
10

11 RICHARD ALEXANDER MURDAUGH, SR.; CORY FLEMING;  
12 MOSS & KUHN, P.A.; CHAD WESTENDORF; and PALMETTO  
STATE BANK,

13  
14 Defendants.  
15

---

16 DEPONENT: H. FRED KUHN, JR.

17 DATE: JULY 21, 2023  
18

19 TIME: 10:01 A.M.

20 LOCATION: PENDARVIS LAW OFFICES, PC  
21 BEAUFORT, SC  
22

23 REPORTED BY: KELLY B. BAEKELANDT, RPR,  
24 CSR (GA)  
CLARK BOLEN  
CHARLESTON, SC 29405  
25 843-762-6294  
WWW.CLARKBOLEN.COM

1 if we can get through this a little quicker.  
2 Sorry, everybody thought they were getting ready  
3 to go home super early, but hopefully I won't  
4 take too long.

5 Do you -- have you been able to identify  
6 any information or any evidence of a written fee  
7 agreement between your firm and Chad Westendorf?

8 A. I'm not aware of any, but I have not  
9 looked for that. And my role with the physical  
10 Satterfield file was making sure it was complied,  
11 compiled, preserved, put together, and sent to  
12 the appropriate authorities, ODC, state grand  
13 jury, that type of thing.

14 Q. So if no written fee agreement has been  
15 produced, then you're not aware that there is  
16 one?

17 A. I do not recall seeing one, but I have  
18 not -- I did not go through the Satterfield file.  
19 I did not look through it.

20 Q. Okay. I'm just asking you if -- if it's  
21 not in there, you don't have any information that  
22 there is one?

23 A. Oh, if it's not in there, then, no, I  
24 would have no other information. That's correct.

25 Q. Okay. Is it -- was it your firm's

1 practice to have written fee agreements?

2 A. With clients, yes.

3 Q. Okay. Do you have any information other  
4 than what's in the files that you've referenced  
5 to about how the amount of attorney's fees were  
6 determined and -- with regard to the estate of  
7 Satterfield representation?

8 A. No.

9 Q. Do you have any information regarding  
10 how it was determined how much Chad Westendorf  
11 was going to be paid as the personal  
12 representative?

13 A. No.

14 Q. Let me show you what I've got as  
15 Exhibit 1 that I sent to the court reporter. I  
16 don't know if you can see it or not. Let me try  
17 to share my screen. I thought we were totally  
18 virtual today, but I guess not. Let's see here.

19 All right. I got a document that's been  
20 marked as Exhibit 1, Defendant Exhibit 1.

21 That -- we're going to just -- you can -- I can  
22 scan it. I don't know if you have it in front of  
23 you other than my shared screen. I'll go through  
24 it and I've got just a couple of quick questions.  
25 This is an email from Tanya King. I think that

1 give him a second to scan through them.

2 MR. HOOD: Right.

3 MS. ALLEN: I don't --

4 MR. HOOD: I mean are they Bates  
5 stamped? If they're Bates stamped, I can pull  
6 them up on my computer. That's why I'm asking.

7 MS. ALLEN: It might -- it may not  
8 all be -- oh, yeah. Let me -- can I just take a  
9 minute break.

10 And then, Bobby, how about I just  
11 email you the whole -- just the whole set.

12 MR. HOOD: That's fine.

13 MS. ALLEN: Can we take a minute  
14 break and let's do it that way so this will go a  
15 little quicker? Thank you.

16 We'll go off the record.

17 (A recess transpired.)

18 Q. Okay. Mr. Kuhn, like I said, there is  
19 22 pages of this exhibit and they are what I  
20 believe to be all the communications between Chad  
21 Westendorf and Cory Fleming that were produced as  
22 part of either Cory Fleming's or Moss, Kuhn &  
23 Fleming's files or Chad Westendorf's files for  
24 that matter.

25 So the first exchange looks like a

1 request from Chad Westendorf to Cory in January  
2 of 2019 requesting copies of a document that was  
3 signed with the judge. I think it would have  
4 been the first settlement approval hearing. Next  
5 one is a letter dated March 14th from Cory to  
6 Chad advising him that there was going to be a  
7 mediation on March 22nd in the Satterfield  
8 matter.

9 The next exchange is March 19th prior to  
10 the mediation. There is an exchange between Chad  
11 and Cory about Chad not being able to attend the  
12 mediation in person because he has staff out.  
13 And there's a couple emails about how to reach  
14 him by phone.

15 Then the next one is April 25th, 2015,  
16 so after the mediation. It looks like Cory  
17 emails and says, will you be in the office. I  
18 need to send my investigator to get the check  
19 endorsed. The time of that would be the second  
20 settlement check paid by Nautilus. And he  
21 responds, yes, but I'll be out tomorrow.

22 Do you know who Cory's investigator was?

23 A. Yes. Mostly likely it would have been  
24 Barton J. Adams.

25 Q. Okay. Is that BJ, is that how he's

1 related to that. Do you know of any other  
2 communications other than these?

3 A. I do not know of any. Bear in mind, I  
4 have not studied that file, but --

5 Q. Okay.

6 A. -- I don't know of any others.

7 Q. Okay. And just skimming through these,  
8 you agree that there's nothing about terms of any  
9 representation agreement?

10 A. That's what it appears, yes.

11 Q. There's nothing about how attorney fees  
12 are going to be charged?

13 A. I did not see that.

14 Q. Nothing about whatever Chad Westendorf  
15 would be paid, a fee or how much?

16 A. No, I didn't see that in there.

17 Q. There was no indication in these  
18 communications that Cory explained any of the  
19 responsibilities of being a personal  
20 representative to Chad Westendorf, is there?

21 A. That's correct.

22 Q. Do you have any information that anybody  
23 at the law firm explained any responsibilities of  
24 being a PR to Chad Westendorf?

25 A. No.

1 Q. Okay. Do you have any indication that  
2 anybody at the firm provided copies of any of  
3 Gloria Satterfield's medical records to Chad  
4 Westendorf?

5 A. No. I was not involved with this file  
6 at all.

7 Q. Okay. No indication that the firm  
8 provided Chad information about the -- like, I  
9 think, Trident Hospital made a claim for \$600,000  
10 in costs. Any information that Chad was provided  
11 any information about that claim?

12 A. No. Bear in mind, when I say I don't  
13 that doesn't mean that Cory didn't do that, just  
14 I wouldn't have --

15 Q. I understand.

16 A. -- been there. If it happened --

17 Q. You're --

18 A. -- I would not have been there. So, to  
19 my knowledge, no --

20 Q. You're --

21 A. -- I don't have any information.

22 Q. -- here for the firm --

23 MR. HOOD: Yeah. Christy, these  
24 aren't topics --

25 Q. I'm just --

1 MR. HOOD: These aren't topic that  
2 were noticed and, I mean, so you're asking him  
3 his personal knowledge as opposed to the firm  
4 and --

5 MS. ALLEN: Oh, I don't mean his  
6 personal -- I'm not asking his personal  
7 knowledge, I'm asking him you as the law firm.  
8 And I do think they're covered by the topics.

9 MR. HOOD: Well, I mean, the  
10 problem is is that the firm can only answer what  
11 they know absent talking to Cory because he's  
12 taking the Fifth and we're unable to speak with  
13 him. So --

14 MS. ALLEN: I understand.

15 MR. HOOD: Okay.

16 MS. ALLEN: I understand that.

17 Q. And when I say you, I mean the firm.

18 A. Okay. Well, since Cory was partner --  
19 if that was done, it would have been done by  
20 Cory.

21 Q. I understand.

22 A. And since I wasn't there --

23 Q. So I'm asking if you as the firm have  
24 any information other than what we've seen here.  
25 And my understanding, the answer is no?

1 A. The answer's no. But just to keep it  
2 clear, if the firm did it, it would have been  
3 done by Cory. So he's the only one --

4 Q. Right. But he --

5 A. -- who can answer that question. Since  
6 to my knowledge --

7 Q. Right. But he's not here --

8 A. -- neither I --

9 Q. -- he's not designated as a 30(b)(6)  
10 person to testify.

11 A. That's correct.

12 Q. Okay. I don't think we are  
13 misunderstanding each other. I understand you've  
14 got the firm -- the file and that -- and I'm just  
15 trying to confirm that's the entire amount of  
16 information the person who is here representing  
17 the law firm has as far as answering these  
18 questions.

19 A. That is correct. Know absolutely  
20 nothing about it --

21 Q. Okay.

22 A. -- other than what's in the file.

23 Q. All right. Understanding Exhibit 2 is  
24 the communications -- I represented that are the  
25 only communications that I see in the file

1 between Cory and Chad, you agree that there's no  
2 indication that Cory provided Chad any, like,  
3 draft pleadings, there's no communications about  
4 what was going on, no indication that he sought  
5 Chad's approval in advance of any hearing  
6 petition that was signed, right?

7 A. That is not reflected in Exhibit 2,  
8 that's correct.

9 Q. Okay. Does -- do you know, and I say  
10 you, the firm know if any person at the law firm  
11 even drafted the pleadings, the petitions as it  
12 relates to the Gloria Satterfield settlement?

13 A. I -- the only one who could answer that  
14 would be Cory. I have no idea who drafted the  
15 pleadings.

16 Q. Okay. Any indication in Exhibit 2 that  
17 Cory and Chad communicated prior to the Gloria  
18 Satterfield mediation --

19 MR. HOOD: You broke --

20 Q. -- about the mediation itself.

21 A. One second --

22 MR. HOOD: You broke up a little  
23 bit.

24 A. Can you repeat that?

25 Q. Yeah. Let me rephrase that. In

1 firm, I believe that's the same number as your  
2 firm.

3 (Dft. Exhibit No. 4 marked for  
4 identification.)

5 A. Yes, it is.

6 Q. Do you see that? So that's not Chad's.

7 And then just to kind of familiarize you  
8 with this email. After that, that's when Cory  
9 responds and says, no, we need to add Moss,  
10 Kuhn & Fleming, you see that.

11 Do you have any -- I mean, would you  
12 agree that Cory acting on behalf of your firm  
13 affirmatively had Moss, Kuhn & Fleming added to  
14 that check?

15 A. Yes.

16 Q. And do you have any information that  
17 Chad Westendorf was involved in that decision in  
18 any way?

19 A. I don't know one way or the other, so  
20 no.

21 Q. Okay.

22 MR. PENDARVIS: I just got kicked  
23 out of Zoom. I don't know whether the rest did.  
24 I'm back in.

25 Q. There was reference to Forge Consulting

1 in this file. I think I heard you say earlier  
2 you had not heard of Forge until this came up; is  
3 that right?

4 A. That is correct.

5 Q. Okay. And so you, meaning the firm,  
6 other than what's in the files that have been  
7 produced, you don't have any information that  
8 Cory obtained any documentation from Forge  
9 Consulting as it relates to a structured  
10 settlement --

11 A. That's correct.

12 Q. -- right?

13 A. Yes.

14 Q. Okay. If we look at what's been marked  
15 as Exhibit 5. Do you see that? I think it's an  
16 October 6th, 2020, email?

17 (Dft. Exhibit No. 5 marked for  
18 identification.)

19 A. Yes.

20 Q. This is an email from October 6th of  
21 2020 between Tanya and Cory and it talks about  
22 the prior check for 2.9 million that was sent to  
23 Forge and there being 231,000 left in the trust  
24 account. And, then, the bottom email it looks  
25 like Cory communicates that we are now able to

1 send money to Forge -- additional money to Forge  
2 in this case.

3 Any indication that Cory or anybody at  
4 your firm communicated with Chad Westendorf in  
5 any way about monies going to Forge either the  
6 first check or even the second one in 2020?

7 A. All I would -- I don't -- all I would  
8 know would be what was in the file. And I don't  
9 know what all --

10 Q. Okay.

11 A. -- is in the file, so no.

12 Q. Okay. Well, Exhibit 2 I've referenced  
13 all the communication in the file between the two  
14 of them and there wasn't anything with regard to  
15 Forge in it, right?

16 A. I cannot recall if there was a reference  
17 to Forge in that or not.

18 Q. Okay. You don't have -- do you have any  
19 information that Cory or anybody at the firm  
20 communicated to Chad in October of 2020 that  
21 there was still money left in the estate law firm  
22 trust account?

23 A. Not that I'm aware of.

24 Q. Okay. Any indication that Cory or  
25 anybody at the firm communicated with Chad about

1 the stipulation of dismissal that was ultimately  
2 signed by Cory and Alec in October of 2020?

3 A. Yes, there's an indication. There could  
4 be something in the file since I'm not familiar  
5 with the file. But to my knowledge, there is  
6 not.

7 Q. Okay.

8 A. I have not seen anything that would --

9 Q. Other than --

10 A. -- show that. Yeah.

11 Q. Other than what may be in the documents  
12 that have been produced, you as the law firm  
13 don't have any additional information about that?

14 A. That is correct.

15 Q. Okay. Do you have any information that  
16 Chad Westendorf had any knowledge whatsoever of  
17 any scheme to misappropriate any of the Gloria  
18 Satterfield settlement funds?

19 A. No.

20 Q. Do you have any information to support  
21 the allegation that Cory made any agreement with  
22 Chad to misappropriate any funds from the  
23 Satterfield settlement fund?

24 A. No.

25 Q. Assuming Cory misappropriated funds from

1 the Satterfield settlement monies, do you have  
2 any information that Chad Westendorf participated  
3 in that misappropriation in any way?

4 A. No.

5 Q. Do you have any information to indicate  
6 that Cory Fleming ever disclosed to Chad  
7 Westendorf that he had misappropriated monies  
8 from the Satterfield settlement account?

9 A. No.

10 Q. Give me one second, let me see what else  
11 I've got and I might be almost done.

12 Okay. I've just got a few more. Let me  
13 show you what's been marked as Exhibit Number 7.

14 (Dft. Exhibit No. 6 not identified  
15 for the record.)

16 (Dft. Exhibit No. 7 marked for  
17 identification.)

18 Q. Okay. Mr. Kuhn, this is an October 7th,  
19 2021, letter from Tommy Lydon who originally was  
20 representing Mr. Westendorf to Thomas Pendarvis  
21 and David Overstreet who I understand were your  
22 firm lawyers at the time. Take a second to look  
23 at it and I just have a couple questions.

24 First of all, do you recall receiving  
25 this letter?

# EXHIBIT “5”

**Cory Fleming**

---

**From:** Cory Fleming  
**Sent:** Tuesday, January 15, 2019 2:00 PM  
**To:** Chad Westendorf  
**Subject:** RE: Satterfield  
**Attachments:** satterfield petition for approval wd settlement.pdf; signed disbursement sheet.pdf

Here it is.

Thank you,

Cory Fleming  
Moss, Kuhn & Fleming, PA  
PO Box 507  
Beaufort, SC 29901  
(843) 524-3373

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---

**From:** Chad Westendorf [mailto:cwestendorf@palmettostatebank.com]  
**Sent:** Monday, January 14, 2019 10:07 AM  
**To:** Cory Fleming  
**Subject:** Satterfield

Good Morning, Cory

Hope all is well.

Could you please send me a copy of the document that we signed with the judge the other day just want to keep a copy. I know you had to file it so whenever you get a chance.

Thanks and talk with you soon,

Chad

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work



(803) 571-0742 Cell  
www.palmettostatebank.com  
NMLS ID #797051



**Palmetto**  
**STATE BANK**  
www.palmettostatebank.com  
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LAW OFFICES

MOSS, KUHN & FLEMING P.A.

JAMES H. MOSS  
H. FRED KUHN, JR.  
CORY H. FLEMING

1501 North Street P.O. Drawer 507~Beaufort, South Carolina 29901-0507  
TELEPHONE 843-524-3373  
FAX 843-524-1302

ALSO MEMBER OF GA BAR

March 14, 2019

Chad Westendorf  
**CONFIDENTIAL**  
c/o Palmetto State Bank  
P O Box 158  
Hampton, SC 29924

RE: *Chad Westendorf, as PR for the Estate of Gloria Satterfield v. Richard A. Murdaugh*  
2018CP2500505

Dear Chad:

Please be advised that mediation will occur in the above referenced matter on Friday, March 22, 2019 beginning at 10:00 a.m. at the Law Offices of Austen & Gowder located at 1629 Meeting Street, Suite A, Charleston, SC 29405. There is plenty of parking is located in the gravel lot right next to the building. I need you in attendance at this mediation.

With kindest regards, I am

Very truly yours,

MOSS, KUHN & FLEMING, P.A.

Cory H. Fleming

CHF/tk

**Chad Westendorf**

---

**From:** Chad Westendorf  
**Sent:** Tuesday, March 19, 2019 11:45 AM  
**To:** Cory Fleming  
**Subject:** Mediation

Cory

We have six of our staff out Friday and no lenders but me in the bank things don't look good on my end. I will give you a call shortly.

By chance could we do it Saturday Morning?

Chad Westendorf

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work  
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[www.palmettostatebank.com](http://www.palmettostatebank.com)  
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**Chad Westendorf**

---

**From:** Chad Westendorf  
**Sent:** Thursday, March 21, 2019 9:30 AM  
**To:** Cory Fleming  
**Subject:** RE: MEDIATION

Best # 803-571-0742 or # 803-943-7695

Chad

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work  
(803) 571-0742 Cell  
[www.palmettostatobank.com](http://www.palmettostatobank.com)  
NMLS ID #797051



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**From:** Cory Fleming <cory@mossandkuhn.com>  
**Sent:** Thursday, March 21, 2019 9:20 AM  
**To:** Chad Westendorf <cwestendorf@palmettostatobank.com>  
**Subject:** Re: MEDIATION

I need you to be available by telephone starting at 9:45

What is the best number

Thank you.

Cory Fleming  
[Cory@mossandkuhn.com](mailto:Cory@mossandkuhn.com)  
(843)986-6379

Please excuse the auto correct  
Sent from my iPhone

On Mar 19, 2019, at 8:28 AM, Chad Westendorf <[cwestendorf@palmettostatebank.com](mailto:cwestendorf@palmettostatebank.com)> wrote:

Good Morning Cory,

Just received your letter about mediation and needed to talk with you this morning if you have a moment.

Please give me a call at 803-571-0742.

Thanks

Chad

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work  
(803) 571-0742 Cell  
[www.palmettostatebank.com](http://www.palmettostatebank.com)  
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<image001.png>

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**Chad Westendorf**

---

**From:** Chad Westendorf  
**Sent:** Thursday, April 25, 2019 8:36 AM  
**To:** Cory Fleming  
**Subject:** RE: Settlement

Yes, Sir. But I will be out tomorrow.

Chad

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work  
(803) 571-0742 Cell  
[www.palmettostatebank.com](http://www.palmettostatebank.com)  
NMLS ID #797051



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**From:** Cory Fleming <cory@mossandkuhn.com>  
**Sent:** Thursday, April 25, 2019 8:02 AM  
**To:** Chad Westendorf <cwestendorf@palmettostatebank.com>  
**Cc:** Tanya King <tanya@mossandkuhn.com>  
**Subject:** Settlement

Chad,

Will you be in the office today. I need to send my investigator to get the check endorsed.

Thank you,

Cory Fleming  
Moss, Kuhn & Fleming, PA  
PO Box 507  
Beaufort, SC 29901  
(843) 524-3373

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**Chad Westendorf**

---

**From:** Chad Westendorf  
**Sent:** Wednesday, September 15, 2021 2:19 PM  
**To:** Cory Fleming  
**Subject:** RE: Documents

Thank you.

**Chad F. Westendorf**  
**Vice President**  
Palmetto State Bank  
601 First Street W.  
Hampton, SC 29924  
(803) 943-7695 Direct  
(803) 943-2671 Work  
(803) 571-0742 Cell  
cwestendorf@palmettostate.bank  
NMLS ID #797051



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**From:** Cory Fleming <Cory@mossandkuhn.com>  
**Sent:** Wednesday, September 15, 2021 1:19 PM  
**To:** Chad Westendorf <cwestendorf@palmettostate.bank>  
**Subject:** Documents

Chad,

My paralegal is gathering the documents you requested and will send them to you as soon as possible.

LAW OFFICES

MOSS, KUHN & FLEMING P.A.

JAMES H. MOSS  
H. FRED KUHN, JR.  
CORY H. FLEMING\*

1501 North Street P.O. Drawer 507~Beaufort, South Carolina 29901-0507  
TELEPHONE 843-524-3373  
FAX 843-524-1302

\*ALSO MEMBER OF GA BAR

September 17, 2021

Chad Westendorf  
**CONFIDENTIAL**  
c/o Palmetto State Bank  
P O Box 158  
Hampton, SC 29924

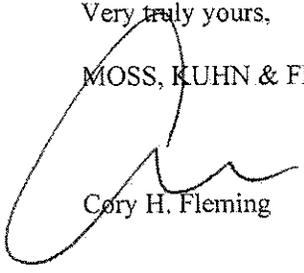
Dear Chad:

Enclosed please find the documents you requested.

With kindest regards, I am,

Very truly yours,

MOSS, KUHN & FLEMING, P.A.



Cory H. Fleming

STATE OF SOUTH CAROLINA )  
 ) COURT OF COMMON PLEAS  
 COUNTY OF HAMPTON )  
 )  
**In RE: Gloria Satterfield** ) Docket Number:  
 )  
 )  
 ) **ORDER APPROVING SETTLEMENT**  
 )  
 )  
 )  
 )

**THIS MATTER** comes before the Court on the verified Petition of Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield. It appears that on or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.

The Petitioner asserts to have a cause of action under the survival statute, §15-5-90, Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under § 15-51-10, Code of Laws of South Carolina, 1976, as amended.

Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

It is denied by the parties to be released that the injuries and subsequent death suffered by the Decedent were the result of any negligence or recklessness of any released party.

In spite of this denial, nevertheless, and in the interest of compromise, Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 (\$4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

The net proceeds to the Petitioner are to be allocated as \$4,255,000.00 to the wrongful death claim and \$50,000.00 to the survival action claim.

The Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.



The Petitioner, Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be negotiated and resolved from the proceeds of this settlement. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, stated that the Estate of Gloria Satterfield shall be responsible for paying negotiating and resolving any and all additional outstanding bills of medical providers, funeral expenses or other providers, or government agencies, on behalf of the Decedent and/or the Estate of Gloria Satterfield. The Petitioner, Chad Westendorf, further agrees that the Estate will be solely responsible for negotiating and resolving any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for any of these bills, expenses or liens.

The Petitioner, Chad Westendorf, stated that he has carefully considered the facts and circumstances herein. The Petitioner, Chad Westendorf, stated that he is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and



equitable and should be accepted without the additional delay and expense of further litigation.

Upon full consideration of this matter, it appears to the Court that the settlement proposals outlined hereinabove and in the Petition are fair and just and in the best interest of the parties. Accordingly, it is:

**ORDERED, ADJUDGED AND DECREED** that the settlement proposals set forth hereinabove and in the Petitioner's Petition are approved, and that upon payment of the amount set forth therein, the Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is hereby authorized and directed to execute such documents as will effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims or actions whatsoever arising out of the injury to and subsequent death of Gloria Satterfield

AND IT IS SO ORDERED, this the 13 day of May, 2019, in Hampton, South Carolina.



Presiding Judge



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HAMPTON )

**R E L E A S E**

WHEREAS, **GLORIA SATTERFIELD** received injuries on or about February 2, 2018, after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh;

WHEREAS, Gloria Satterfield sustained injuries in her fall and subsequently died. The Estate of Gloria Satterfield made a claim for her wrongful death against Richard Alexander Murdaugh; and

WHEREAS, Chad Westendorf was duly appointed Personal Representative of the Estate of Gloria Satterfield in the Probate Court for Hampton County; and

WHEREAS, Chad Westendorf has obtained approval of the Court for Hampton County to execute this instrument on behalf of the Estate of Gloria Satterfield and on behalf of Decedent's statutory beneficiaries; and

WHEREAS, Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") issued to Richard Alexander Murdaugh a homeowners liability policy, policy number BB303210L-5261, effective January 6, 2018 to January 6, 2019; and

WHEREAS, Nautilus Insurance Company issued to Richard Alexander Murdaugh a personal umbrella liability policy, policy number PU386804, effective January 6, 2018 to January 6, 2019; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and Gloria Satterfield's statutory beneficiaries, Michael Anthony Satterfield and Brian Harriott, for and in consideration of the sum of Four Million Three Hundred Five Thousand and 00/100

STATE OF SOUTH CAROLINA  
COUNTY OF HAMPTON

)  
) COURT OF COMMON PLEAS  
)

In RE: Gloria Satterfield

) Docket Number:  
)  
)  
)  
)  
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)  
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)

PETITION FOR APPROVAL  
OF SETTLEMENT

The Petitioner would submit the following:

1. Chad Westendorf is the Personal Representative of the Estate of Gloria Satterfield, having been so appointed by the Probate Court for Hampton County, South Carolina, on December 29, 2018.
2. All persons required to be notified of these proceedings have been notified.
3. On or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.
4. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has a cause of action under the survival statute, §15-5-90, of the Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under §15-51-10, Code of Laws of South Carolina, 1976, as amended.

5. Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

6. Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

7. Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 (\$4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

8. The net proceeds to the Petitioner are to be allocated \$4,255,000.00 to the wrongful death claim and \$50,000.00 to the survival action claim.

9. Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

10. The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.

11. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be paid from the proceeds of this settlement.

12. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that the Estate of Gloria Satterfield shall be responsible for paying any and all additional outstanding bills of medical providers, funeral expenses or other providers on behalf of the Decedent and/or the Estate of Gloria Satterfield. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, further agrees that the Estate will be solely responsible for satisfying any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for these bills, expenses or liens.

13. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has carefully considered the facts and circumstances herein. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and equitable and should be accepted without the additional delay and expense of further litigation. Therefore, your Petitioner prays that this Court approve said offers and empower Chad Westendorf as Personal Representative of the Estate of Gloria Satterfield and on behalf of the statutory beneficiaries, to execute such documents as may be necessary to effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims, past, present, or future, arising out of or in any way connected with the above-described accident and the injuries to and subsequent death of Gloria Satterfield.

14. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, understands that, if the proposed settlement is approved, he and the statutory beneficiaries would be forever barred from bringing an action against, or executing any judgment against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns.

WHEREFORE, your Petitioner prays that this Court approve the settlement as hereinabove set forth and authorize Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, to execute any and all instruments to effect the full and final Release in favor of the persons/entities hereinabove named.

This the 13<sup>th</sup> day of May, 2019, in Hampton, South Carolina.



Chad Westendorf, as Personal Representative  
of the Estate of Gloria Satterfield and  
representative of Michael Anthony Satterfield and  
Brian Harriott



LAW OFFICES  
MOSS, KUHN & FLEMING P.A.

JAMES H. MOSS  
H. FRED KUHN, JR.  
CORY H. FLEMING\*

1501 North Street P.O. Drawer 507 ~ Beaufort, South Carolina 29901-0507  
TELEPHONE 843-524-3373  
FAX 843-524-1302

\*ALSO MEMBER OF GA BAR

September 17, 2021

Via email only  
Chad Westendorf  
**CONFIDENTIAL**  
c/o Palmetto State Bank  
P O Box 158  
Hampton, SC 29924

Dear Chad:

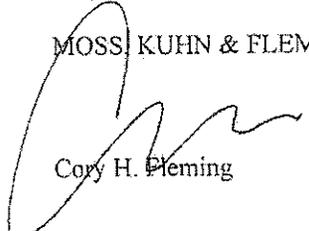
It was good talk to you on Wednesday although under unfortunate circumstances. As I told you, just recently I was informed by Lee Cope that their law firm had uncovered evidence that Alex Murdaugh appeared to have been stealing money from various sources for at least several years. With that information, I began to research the Estate of Gloria Satterfield case. It appears that Alex Murdaugh illegally endorsed the settlement checks intended to go to Forge Consulting, LLC and stole the money. I indicated to you that the discovery of this information has created a conflict in which I am required to withdraw as counsel for the Estate and that you should contact a lawyer concerning what your duties and responsibilities are going forward. It is unfortunate that I am unable to give you any advice based on this conflict of interest. You did ask for additional copies of the settlement documents and we are sending them under separate cover.

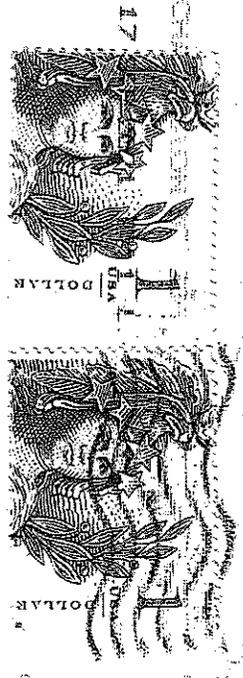
Unfortunately, just to be clear, our attorney client relationship is ended as a result of this conflict. However, I want to help in any way possible. I am happy to talk to your new attorney and provide whatever information they may need at their convenience.

With kindest regards, I am,

Very truly yours,

MOSS, KUHN & FLEMING, P.A.

  
Cory H. Fleming



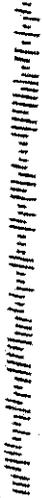
**MOSS, KUHN & FLEMING, P.A.**

ATTORNEYS AT LAW  
1501 North Street  
P.O. Drawer 507  
Beaufort, SC 29901-0507  
(843) 524-3373

To:

Chad Westendorf  
**CONFIDENTIAL**  
c/o Palmetto State Bank  
P O Box 158  
Hampton, SC 29924

29924-015858



# EXHIBIT “6”

LAW OFFICES

MOSS, KUHN & FLEMING, P.A.

JAMES H. MOSS  
H. FRED KUHN, JR.  
CORY H. FLEMING\*

1501 North Street P.O. Drawer 507 - Beaufort, South Carolina 29901-0507  
TELEPHONE 843-524-3373  
FAX 843-524-1302

\*ALSO MEMBER OF GA BAR  
April 11, 2019

John M. Grantland, Esquire  
Murphy & Grantland, P.A.  
Post Office Box 6648  
Columbia, South Carolina 29260

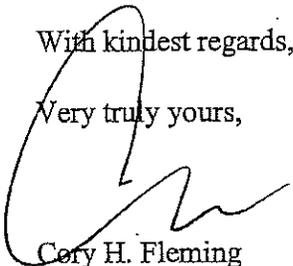
RE: Estate of Gloria Satterfield vs. Richard Alexander Murdaugh  
Claim #: 10096368  
Insured: Richard Alexander Murdaugh

Dear Mr. Grantland:

Enclosed please find the signed release for the above referenced matter. Should you have any concerns or questions please let me know.

With kindest regards, I am,

Very truly yours,



Cory H. Fleming

CHF/tk

Enclosure: Release

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF HAMPTON                 )                 R E L E A S E

WHEREAS, **GLORIA SATTERFIELD** received injuries on or about February 2, 2018, after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh;

WHEREAS, Gloria Satterfield sustained injuries in her fall and subsequently died. The Estate of Gloria Satterfield made a claim for her wrongful death against Richard Alexander Murdaugh; and

WHEREAS, Chad Westendorf was duly appointed Personal Representative of the Estate of Gloria Satterfield in the Probate Court for Hampton County; and

WHEREAS, Chad Westendorf has obtained approval of the Court for Hampton County to execute this instrument on behalf of the Estate of Gloria Satterfield and on behalf of Decedent's statutory beneficiaries; and

WHEREAS, Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") issued to Richard Alexander Murdaugh a homeowners liability policy, policy number BB303210L-5261, effective January 6, 2018 to January 6, 2019; and

WHEREAS, Nautilus Insurance Company issued to Richard Alexander Murdaugh a personal umbrella liability policy, policy number PU386804, effective January 6, 2018 to January 6, 2019.and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and Gloria Satterfield's statutory beneficiaries, Michael Anthony Satterfield and Brian Harriott, for and in consideration of the sum of Four Million Three Hundred Five Thousand and 00/100

(\$4,305,000.00) Dollars, total, including Five Hundred Five Thousand and 00/100 (\$505,000.00) Dollars paid by Brit Syndicates Ltd, and Three Million Eight Hundred and 00/100 (\$3,800,000.00) Dollars paid by Nautilus Insurance Company, to me in hand paid as Personal Representative of the Estate of Gloria Satterfield for the benefit of the statutory beneficiaries of the Decedent and the Estate of Gloria Satterfield, the receipt and sufficiency of which sum is hereby acknowledged, do hereby release and forever discharge Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; and any and all other persons, firms and corporations from any and all actions, causes of action, demands and/or claims of any nature whatsoever, which I, as Personal Representative of the Estate of Gloria Satterfield, and which the Decedent's statutory beneficiaries may have against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; prior to and including the date hereof, on account of or in any way arising out of the aforesaid accident. The consideration expressed herein constituting full payment for all damages, losses and injuries following the accident aforesaid. The consideration expressed herein must not be construed to constitute a release of any person or entity under any policy of insurance other than the insurance policies referenced in this document.

I further understand and agree that any subrogated or third party interests including, but not limited to, medical charges will be satisfied in full from the proceeds of this settlement, and I agree to hold harmless and indemnify Richard Alexander Murdaugh, do hereby release and forever discharge Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company;

Murphy & Grantland., P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators, and assigns; from any and all liability or responsibility with regard to such third-party interests or liens.

I, the undersigned, expressly represent and warrant that I understand the effect of the things herein agreed to and that no statements or representations made by the persons released nor their agents, or representatives have influenced me or induced me to execute and deliver this Release.

It is further understood and agreed that the payment of the above said amounts is not to be construed as an admission of liability on the part of the persons released, liability being expressly denied.

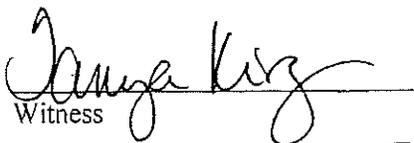
All agreements and understandings between the parties hereto are embodied herein and the terms of this Release are contractual and not a mere recital.

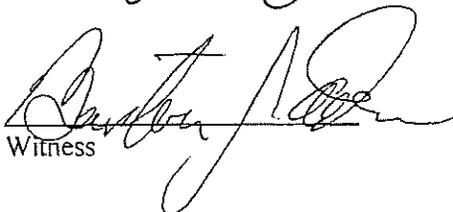
I have read the foregoing Release and understand it to be a full, final, and binding agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 11<sup>th</sup> day of

April, 2019.

WITNESSES:

  
Witness

  
Witness

  
Personal Representative  
OF THE ESTATE of GLORIA SATTERFIELD  
(SEAL)  
Chad Westendorf, as Personal Representative  
of the Estate of Gloria Satterfield and representative  
of Michael Anthony Satterfield and Brian Harriott

# EXHIBIT “7”

**Cory Fleming**

---

**From:** Cory Fleming  
**Sent:** Monday, April 1, 2019 4:00 PM  
**To:** John M. Grantland  
**Subject:** Re: Estate of Gloria Satterfield (Claim No. 10096368)

Ok.

Standard check

Chad Westendorf as pr and Moss, Kuhn and Fleming attorneys

Also Chad does not need a w9 as he is not receiving funds.

I will send mine if we haven't already

Thank you.

Cory Fleming  
[Cory@mossandkuhn.com](mailto:Cory@mossandkuhn.com)  
(843)986-6379

Please excuse the auto correct  
Sent from my iPhone

On Mar 30, 2019, at 10:46 AM, John M. Grantland <[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)> wrote:

FYI

Let me know what I need to tell her. Also, can you ask Chad to send me a w-9?

Thank you

<image001.png>  
**Murphy & Grantland, P.A.**  
John M. Grantland, Esquire  
[jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com)  
Post Office Box 6648  
Columbia, South Carolina 29260  
803-782-4100 ext. 1237  
803-454-1237 dd  
803-782-4140 fax  
[www.murphygrantland.com](http://www.murphygrantland.com)

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**Cory Fleming**

---

**From:** Cory Fleming  
**Sent:** Saturday, March 30, 2019 12:45 PM  
**To:** John M. Grantland  
**Subject:** Re: Estate of Gloria Satterfield (Claim No. 10096368)

I meant to add Moss Kuhn and Fleming on the check. I will need to check with Forge on Monday to double check.

Thank you.

Cory Fleming  
Cory@mossandkuhn.com  
(843)986-6379

Please excuse the auto correct  
Sent from my iPhone

On Mar 30, 2019, at 10:46 AM, John M. Grantland <jgrantland@murphygrantland.com> wrote:

FYI  
Let me know what I need to tell her. Also, can you ask Chad to send me a w-9?  
Thank you

<image001.png>  
**Murphy & Grantland, P.A.**  
John M. Grantland, Esquire  
jgrantland@murphygrantland.com  
Post Office Box 6648  
Columbia, South Carolina 29260  
803-782-4100 ext. 1237  
803-454-1237 dd  
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**From:** Coryer Miller, Amy L. [mailto:ACoryerMiller@nautilus-ins.com]  
**Sent:** Friday, March 29, 2019 6:01 PM  
**To:** John M. Grantland <jgrantland@murphygrantland.com>  
**Cc:** Marsi Kearns <MKearns@ringlerassociates.com>  
**Subject:** RE: Estate of Gloria Satterfield (Claim No. 10096368)

Hi, John.

**Cory Fleming**

---

**From:** Cory Fleming  
**Sent:** Friday, March 29, 2019 12:47 PM  
**To:** John M. Grantland  
**Subject:** RE: Estate of Gloria Satterfield (Claim No. 10096368)

Chad Westendorf as Personal Representative of the Estate of Gloria Satterfield

ID # 570641119

Thank you,

Cory Fleming  
Moss, Kuhn & Fleming, PA  
PO Box 507  
Beaufort, SC 29901  
(843) 524-3373

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---

**From:** John M. Grantland [mailto:jgrantland@murphygrantland.com]  
**Sent:** Friday, March 29, 2019 12:33 PM  
**To:** Cory Fleming  
**Subject:** Re: Estate of Gloria Satterfield (Claim No. 10096368)

Great. Can you just send me your tax ID exactly how you want the check made out? Thank you so much

Sent from my iPhone

On Mar 29, 2019, at 11:02 AM, Cory Fleming <cory@mossandkuhn.com> wrote:

John

Order the check. The structure we have will include an administrator that serves the purpose of a conservator.

Thank you.

Cory Fleming  
Cory@mossandkuhn.com  
(843)986-6379

Please excuse the auto correct  
Sent from my iPhone

On Mar 29, 2019, at 10:54 AM, John M. Grantland <jgrantland@murphygrantland.com> wrote:

FYI

Let me know if you're ready for me to order the settlement check or if you are going to do a structure. I'm happy to order the check when you are ready.

Do I need to do a conservatorship for the son in Hampton?

Just let me know. thanks and take care,  
JG

<image001.png>  
**Murphy & Grantland, P.A.**  
John M. Grantland, Esquire  
jgrantland@murphygrantland.com  
Post Office Box 6648  
Columbia, South Carolina 29260  
803-782-4100 ext. 1237  
803-454-1237 dd  
803-782-4140 fax  
www.murphygrantland.com

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---

**From:** Coryer Miller, Amy L. <ACoryerMiller@nautilus-ins.com>  
**Sent:** Thursday, March 28, 2019 7:30 PM  
**To:** John M. Grantland <jgrantland@murphygrantland.com>; Katherine Karam (katherine.karam@phelps.com) <katherine.karam@phelps.com>; Robert Kennedy, Jr. (5303) <Robert.Kennedy@phelps.com>  
**Cc:** Marsi Kearns <MKearns@ringlerassociates.com>  
**Subject:** Estate of Gloria Satterfield (Claim No. 10096368)

Good afternoon, all.

There is a little bit of an approval process to get \$3.8 million checks cut that requires layers of approval. With that in mind, I need to get payment instructions as soon as possible, along with the W-9 for the Estate's counsel. I wanted to give everyone a heads up. It typically takes 2 weeks to get a check once I have payment instructions.

Marsi, any word on whether the Estate wants to structure any of this?

John, in light of the one son's disability, will the personal representative be required to appoint a guardian ad litem for him?

We will need to begin drafting a release if a structure is not in the works.

Thank you.



**Amy L. Coryer Miller | Senior Litigation Specialist**  
Nautilus Insurance Group (a Berkley Company)  
7233 East Butherus Drive, Scottsdale, AZ 85260  
Phone: 480.367.5342 | Fax: 480.281.0816  
E-mail: [acoryermiller@nautilus-ins.com](mailto:acoryermiller@nautilus-ins.com) | Web site: [www.nautilusinsgroup.com](http://www.nautilusinsgroup.com)

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---

**Total Control Panel**

To: [jgrantland@murphygrantland.com](mailto:jgrantland@murphygrantland.com) Remove this sender from my allow list  
From: [acoryermiller@nautilus-ins.com](mailto:acoryermiller@nautilus-ins.com)

*You received this message because the sender is on your allow list.*

# EXHIBIT “8”

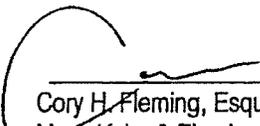


# EXHIBIT “9”



This agreement is deemed to comply with Rule 43(k) and is binding, subject to court approval.

Dated March 25, 2019.

  
\_\_\_\_\_  
Cory H. Fleming, Esquire  
Moss Kuhn & Fleming, PA  
P.O. Drawer 507  
Beaufort, SC 29901  
Attorney for Estate of Gloria Satterfield

\_\_\_\_\_  
Robert Kennedy as attorney for Nautilus Ins. Co.

\_\_\_\_\_  
John M. Grantland, Esquire  
Murphy & Grantland, PA  
PO Box 6648  
Columbia SC 29260  
Attorney for R. Alexander Murdaugh

\_\_\_\_\_  
R. Alexander Murdaugh

This agreement is deemed to comply with Rule 43(k) and is binding, subject to court approval.

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Cory H. Fleming, Esquire  
Moss Kuhn & Fleming, PA  
P.O. Drawer 507  
Beaufort, SC 29901  
Attorney for Estate of Gloria Satterfield

\_\_\_\_\_  
Robert Kennedy as attorney for Nautilus Ins. Co.

\_\_\_\_\_  
John M. Grantland, Esquire  
Murphy & Grantland, PA  
PO Box 6648  
Columbia SC 29260  
Attorney for R. Alexander Murdaugh

\_\_\_\_\_  
R. Alexander Murdaugh

# EXHIBIT “10”

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
COUNTY OF HAMPTON	)	
	)	
<b>In RE: Gloria Satterfield</b>	)	Docket Number:
	)	
	)	
	)	<b>PETITION FOR APPROVAL</b>
	)	<b>OF SETTLEMENT</b>
	)	
	)	
	)	
	)	

The Petitioner would submit the following:

1. Chad Westendorf is the Personal Representative of the Estate of Gloria Satterfield, having been so appointed by the Probate Court for Hampton County, South Carolina, on December 29, 2018.

2. All persons required to be notified of these proceedings have been notified.

3. On or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.

4. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has a cause of action under the survival statute, §15-5-90, of the Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under §15-51-10, Code of Laws of South Carolina, 1976, as amended.

5. Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

6. Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

7. Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 (\$4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

8. The net proceeds to the Petitioner are to be allocated \$4,255,000.00 to the wrongful death claim and \$50,000.00 to the survival action claim.

9. Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

10. The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.

11. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be paid from the proceeds of this settlement.

12. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that the Estate of Gloria Satterfield shall be responsible for paying any and all additional outstanding bills of medical providers, funeral expenses or other providers on behalf of the Decedent and/or the Estate of Gloria Satterfield. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, further agrees that the Estate will be solely responsible for satisfying any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for these bills, expenses or liens.

13. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has carefully considered the facts and circumstances herein. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and equitable and should be accepted without the additional delay and expense of further litigation. Therefore, your Petitioner prays that this Court approve said offers and empower Chad Westendorf as Personal Representative of the Estate of Gloria Satterfield and on behalf of the statutory beneficiaries, to execute such documents as may be necessary to effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims, past, present, or future, arising out of or in any way connected with the above-described accident and the injuries to and subsequent death of Gloria Satterfield.

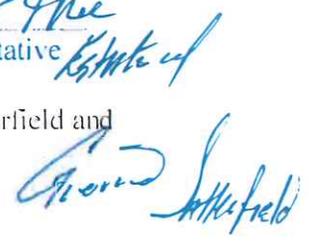
14. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, understands that, if the proposed settlement is approved, he and the statutory beneficiaries would be forever barred from bringing an action against, or executing any judgment against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns.

WHEREFORE, your Petitioner prays that this Court approve the settlement as hereinabove set forth and authorize Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, to execute any and all instruments to effect the full and final Release in favor of the persons/entities hereinabove named.

This the 13<sup>th</sup> day of May, 2019, in Hampton, South Carolina.



Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and representative of Michael Anthony Satterfield and Brian Harriott



STATE OF SOUTH CAROLINA )  
 ) VERIFICATION  
COUNTY OF HAMPTON )

PERSONALLY appeared before me, Chad Westendorf, who, being duly sworn,  
deposes and says that she is the Petitioner in the foregoing proceedings; that she has read the  
allegations set forth in the foregoing Petition and the same are true and correct to the best of  
her knowledge, information, and belief.

  
\_\_\_\_\_  
Chad Westendorf

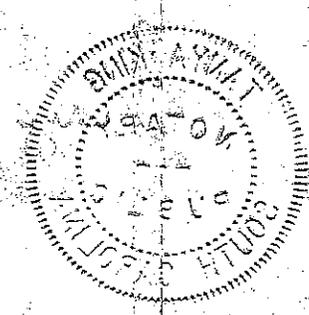
Sworn to and subscribed before me this  
the 13 day of May, 2019.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 8/24/24

...  
...  
...  
...  
...

*[Handwritten signature]*

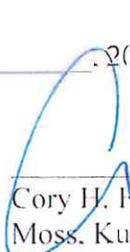
*[Handwritten text]*



ATTORNEY'S CERTIFICATE

I hereby certify that I am a member of the South Carolina Bar and licensed to practice law in the State of South Carolina. I further certify that, as attorney for Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield and Representative of Michael Anthony Satterfield and Brian Harriott, I have considered the proposed settlements set forth hereinabove and do hereby approve such settlements and recommend that they be approved by this Court.

This the 13<sup>th</sup> day of May, 2019, in Hampton, South Carolina.

  
\_\_\_\_\_  
Cory H. Fleming, Esquire  
Moss, Kuhn & Fleming, P.A.

# EXHIBIT “11”

STATE OF SOUTH CAROLINA  
COUNTY OF HAMPTON

)  
) COURT OF COMMON PLEAS  
)

In RE: Gloria Satterfield

) Docket Number:  
)  
)  
)  
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)  
)



ORDER APPROVING SETTLEMENT

THIS MATTER comes before the Court on the verified Petition of Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield. It appears that on or about February 2, 2018, Gloria Satterfield received injuries after falling down the front stairs of a Colleton County, South Carolina residence owned by Richard Alexander Murdaugh and Margaret Murdaugh. Decedent Gloria Satterfield subsequently died.

The Petitioner asserts to have a cause of action under the survival statute, §15-5-90, Code of Laws of South Carolina, 1976, as amended, and a cause of action for wrongful death under § 15-51-10, Code of Laws of South Carolina, 1976, as amended.

Certain Underwriters at Lloyd's, London ("Brit Syndicates Ltd") provided a homeowners liability policy to Richard Alexander Murdaugh, pursuant to policy number BB303210L-5261.

Nautilus Insurance Company provided a personal umbrella liability policy to Richard Alexander Murdaugh, pursuant to policy number PU386804.

It is denied by the parties to be released that the injuries and subsequent death suffered by the Decedent were the result of any negligence or recklessness of any released party.

In spite of this denial, nevertheless, and in the interest of compromise, Brit Syndicates Ltd. and Nautilus Insurance Company have offered to pay the total sum of **FOUR MILLION THREE HUNDRED FIVE THOUSAND AND NO/100 (\$4,305,000.00) DOLLARS** to the Petitioner for the benefit of the Estate of Gloria Satterfield, and the statutory beneficiaries of the Decedent in exchange for a full and final Release for the liability coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of the Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Gloria Satterfield or on behalf of the statutory beneficiaries of the Decedent against Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Gloria Satterfield.

The net proceeds to the Petitioner are to be allocated as \$4,255,000.00 to the wrongful death claim and \$50,000.00 to the survival action claim.

The Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is represented by Attorney Cory H. Fleming of Moss, Kuhn & Fleming, P.A. of Beaufort, South Carolina.

The statutory beneficiaries of the Decedent are Michael Anthony Satterfield and Brian Harriott.



The Petitioner, Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, has incurred bills, costs and expenses for and on behalf of the Decedent and the Estate, including attorney's fees and costs as denoted in the Disbursement Statement provided by Counsel for the Estate, which is attached hereto and made a part hereof as Exhibit A. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, agrees that these bills, costs and expenses shall be negotiated and resolved from the proceeds of this settlement. Chad Westendorf, as the Personal Representative of the Estate of Gloria Satterfield, stated that the Estate of Gloria Satterfield shall be responsible for paying negotiating and resolving any and all additional outstanding bills of medical providers, funeral expenses or other providers, or government agencies, on behalf of the Decedent and/or the Estate of Gloria Satterfield. The Petitioner, Chad Westendorf, further agrees that the Estate will be solely responsible for negotiating and resolving any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that neither Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; Cramer, Johnson, Wiggins & Associates, Inc.; nor their agents, servants, employees, successors, heirs, executors, administrators, or assigns will be responsible for any of these bills, expenses or liens.

The Petitioner, Chad Westendorf, stated that he has carefully considered the facts and circumstances herein. The Petitioner, Chad Westendorf, stated that he is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and



equitable and should be accepted without the additional delay and expense of further litigation.

Upon full consideration of this matter, it appears to the Court that the settlement proposals outlined hereinabove and in the Petition are fair and just and in the best interest of the parties. Accordingly, it is:

**ORDERED, ADJUDGED AND DECREED** that the settlement proposals set forth hereinabove and in the Petitioner's Petition are approved, and that upon payment of the amount set forth therein, the Petitioner, Chad Westendorf, as Personal Representative of the Estate of Gloria Satterfield, is hereby authorized and directed to execute such documents as will effect a full and final Release in favor of Richard Alexander Murdaugh; Margaret Murdaugh; Nautilus Insurance Company; Murphy & Grantland, P.A.; Brit Syndicates Ltd.; and Cramer, Johnson, Wiggins & Associates, Inc.; their agents, servants, employees, successors, heirs, executors, administrators and assigns, from any and all claims or actions whatsoever arising out of the injury to and subsequent death of Gloria Satterfield

AND IT IS SO ORDERED, this the 13 day of May, 2019, in Hampton, South Carolina.

  
\_\_\_\_\_  
Presiding Judge



SETTLEMENT STATEMENT  
Estate of Gloria Satterfield v. R. Alexander Murdaugh

DATE OF INJURY: 02/28/2018

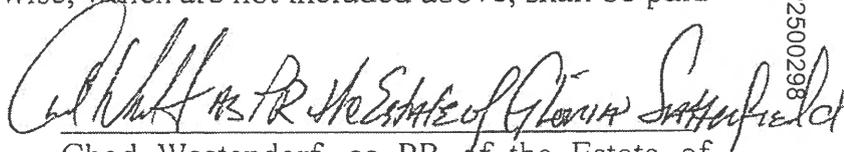
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Lloyd's Underwriters	\$505,000.00
Nautilus Ins. Co.	3,800,000.00
-Attorney's Fees (Lloyd's)	168,333.33
-Attorney's fees (Nautilus)	<u>1,266,666.67</u>
	2,870,000.00

Total Prosecution Expenses: \$105,000.00

Total to Beneficiaries \$2,765,000.00

I understand and fully approve the above disbursements; I acknowledge receipt of the above amount and a copy of this statement. Any known or unknown medical bills or expenses, medical or otherwise, which are not included above, shall be paid by me, the undersigned.

  
Chad Westendorf, as PR of the Estate of  
Gloria Satterfield

Date: May 13TH 2019

# EXHIBIT “12”





1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 Q Uh-huh. Why was Westendorf -- why was Chad

19 approached instead of you?

20 A I was approached.

21 Q You were approached? Okay. And did you decline?

22 A I did.

23 Q Why did you decline?

24 A By that time I was so busy. You know, when I first

25 started doing them when I was doing them, you know,

1 I just had nightmares of how much work it was on  
2 Hannah and Alania Plyler.

3 Q Uh-huh.

4 A I did not want to get in another one of those. I  
5 was extremely busy at my office. You know, by this  
6 time I was either chief operating officer or -- I  
7 was not a -- I was more of a chief lending officer  
8 than chief operating officer, even though that was  
9 my title. And I was running our branch and had  
10 gone -- we had already just done a merger several  
11 years back prior, and we were still trying to work  
12 through all the collections --

13 Q Right.

14 A -- and all of that. I just did not have time.

15 Q Okay.

16 A So I didn't want to do it.

17 ■ [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED] [REDACTED]  
22 [REDACTED]

23 ■ [REDACTED]

24 Q Okay. I'm going to hand you two exhibits that are  
25 marked as 57 and 58. Wait, let's change that to a

1 9. I have given you what is 58 and 59, is what we  
2 are looking at. And these are text messages that  
3 you produced to us this week, is that right? And I  
4 have highlighted a couple of relevant ones. There  
5 is one dated December 2018, it looks like it is  
6 from Alex Murdaugh to you, which says, I need to  
7 get with you. I want you to be a PR of a couple of  
8 estates. It won't be much work and I'll be able to  
9 pay you well. Do you see that?

10 A I did, I saw it. When I perused the texts, I also  
11 saw those when I did it.

12 Q What estates is Alex referencing to?

13 A I don't know. I was thinking maybe -- I don't  
14 remember when Cristiani -- those weren't estates,  
15 though, so I'm not sure. It could have been Gloria  
16 Satterfield. I'm not sure when that took place,  
17 but it was somewhere around there.

18 Q Okay. And then 59, August 14th, 2018. He again  
19 asked you at the bottom of the page, Are you  
20 interested in being PR of an estate? We will be  
21 able to pay you well. Do you see that?

22 A I do.

23 Q Each time he says he will be able to pay you well,  
24 but do you know if he is -- what estate Alex is  
25 referring to?

RUSSELL L. LAFFITTE -- BY MS. HEYWARD

356

1 A I do not.

2 Q Okay. And you don't -- did you have any further  
3 conversation about the theft?

4 A I would safely say that I at least called him and  
5 told him, I was like, you know -- I just don't -- I  
6 don't remember what took place in 2018. I mean, I  
7 just -- I saw those and I was thinking, Huh, wonder  
8 what estates those were, because I know I'm going  
9 to get asked.

10 Q All right. And when he says he is going to be able  
11 to pay you well, what did you understand that to  
12 mean?

13 A I just assumed he would pay me whatever fee that  
14 you normally would get. It shouldn't be any more  
15 or any less, it should be -- generally there is  
16 a -- whatever you call it.

17 Q So if it was a larger settlement, you would be paid  
18 more?

19 A More. If it was a smaller settlement, I would be  
20 paid less.

21 ■ [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 ■ [REDACTED]

25 ■ [REDACTED]

RUSSELL L. LAFFITTE -- BY MS. HEYWARD

358

1 MR. SILVERBERG: When you were approached to  
2 serve as PR in the Satterfield matter, were you  
3 ever told the nature of the claims in that matter?

4 THE WITNESS: Are you talking about the  
5 amounts?

6 MR. SILVERBERG: No. Did you know who the  
7 parties were?

8 THE WITNESS: I did. Gloria Satterfield, she  
9 had worked for years for Alex and she was a  
10 customer of the bank, so, yes, I did know her.

11 MR. SILVERBERG: But do you know the claims  
12 were against Alex Murdaugh?

13 THE WITNESS: Yes.

14 MR. SILVERBERG: Okay. So Alex Murdaugh  
15 approached you to serve as PR for somebody --

16 THE WITNESS: I don't know whether he called  
17 me or Cory Fleming, somebody. I know Alex called  
18 me. And I told him, No, I wasn't interested.

19 MR. SILVERBERG: Right. But Alex told you  
20 that Gloria Satterfield was filing a claim against  
21 -- let me finish my question -- filing a claim  
22 against him and there was going to be a settlement  
23 and that Alex wanted you to serve as PR for the  
24 person filing a claim against him, is that  
25 accurate?

RUSSELL L. LAFFITTE -- BY MS. HEYWARD

359

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THE WITNESS: That's correct.  
MR. SILVERBERG: Okay. And --  
THE WITNESS: I don't know --

[REDACTED]

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[REDACTED]

THE WITNESS: I mean, you know, Alex would be -- he would, what do you call it, you know, he -- Gloria worked for him. And, you know, and he had helped her and been doing things for her for years.

MR. SILVERBERG: Uh-huh.

THE WITNESS: Everybody in the community I think, not just myself, knew about her falling and being in the hospital, subsequently dying. And I just remember that Alex would say, You know, we are trying to help the family. We are going to sue myself to, you know, to try to get the family some money. So, no, it didn't seem strange to me.

[REDACTED]

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[REDACTED]

MR. SILVERBERG: And the fact that, you know, he was asking you to serve as PR for Gloria Satterfield to recover funds based on a claim against himself, that at all did not -- is that any -- is that a reason why you thought this isn't something you should touch and therefore not be involved?

THE WITNESS: No, it wasn't. They would sue each other. So, I mean, it wouldn't --

MR. SILVERBERG: What do you mean they would sue each other?

THE WITNESS: They sued -- I always heard the story about Buster Murdaugh, Alex's grandad, suing -- or his wife suing him, or vice versa, you know, or if one of them fell at their friend's house, suing their friend for -- suing their homeowners. No, it didn't surprise me.

BY MS. HEYWARD:

[REDACTED]

1 THE WITNESS: On Arthur Badger.

2 MR. SILVERBERG: Yes, sure.

3 THE WITNESS: Hindsight, I personally believe  
4 he asked me to do so he could steal the money.

5 MR. SILVERBERG: Alex asked you to be PR in  
6 the estate of Donna Badger so that he could  
7 misappropriate the Arthur Badger claims?

8 THE WITNESS: Right. I truly believe that he  
9 targeted, intentionally targeted myself, Chad, and  
10 Palmetto State Bank because he knew the  
11 relationship that we had with him personally, the  
12 relationship we had with him professionally, as a  
13 borrower/customer, and the relationship we had with  
14 the firm. He knew we weren't going to ask a lot of  
15 questions.

16 MR. SILVERBERG: Do you have any idea or has  
17 anyone told you why Alex may have targeted the  
18 clients he did when it came to misappropriating  
19 funds? In other words, do you think this was just,  
20 you know, it is an opportunity whenever the  
21 opportunity presented itself, or do you think he  
22 specifically figured out which clients he tried to  
23 misappropriate funds from?

24 THE WITNESS: This is all just my opinion.

25 MR. SILVERBERG: Yes, that's fine.

# EXHIBIT “13”

Deposition of Chad Westendorf

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF SOUTH CAROLINA  
3 CHARLESTON DIVISION

4 DEPOSITION OF CHAD WESTENDORF

5 NAUTILUS INSURANCE COMPANY,

6 Plaintiff,

7 vs. CASE NO. 2:22-cv-1307-RMG

8 RICHARD ALEXANDER MURDAUGH, SR., CORY FLEMING,  
9 MOSS & KUHN, P.A., CHAD WESTENDORF, and  
PALMETTO STATE BANK,

10 Defendants.

11  
12 DEPONENT: CHAD WESTENDORF

13 DATE: JUNE 30, 2023

14 TIME: 1:57 P.M.

15 LOCATION: WALKER GRESSETTE FREEMAN & LINTON  
16 CHARLESTON, SC

17  
18 REPORTED BY: RUTH L. MOTT, RPR, CRR  
19 CLARK BOLEN  
20 P.O. BOX 73129  
21 CHARLESTON, SC 29422  
22 843-762-6294  
23 WWW.CLARKBOLEN.COM  
24  
25

Deposition of Chad Westendorf

1 A. I would assume.

2 Q. When you were asked to serve as PR for  
3 the Estate of Gloria Satterfield, you ran that  
4 request by Mr. -- by Russell Laffitte, correct?

5 A. That is correct.

6 Q. Did he tell you anything about any of  
7 the wrongdoing associated with serving as a  
8 fiduciary for Alex Murdaugh when you asked?

9 MR. GRESSETTE: Objection.

10 A. No, sir.

11 Q. Did he tell you that Murdaugh had  
12 substantial overdrafts?

13 A. No, sir.

14 Q. Did Mr. Laffitte tell you that when he  
15 was a vice president like you were, he had caused  
16 PSB to issue illegal loans to Alex Murdaugh from  
17 a conservatorship account?

18 MS. ALLEN: Objection to the form.

19 MR. GRESSETTE: Objection.

20 A. He did not.

21 Q. Did he tell you that funds had been  
22 disbursed in prior conservatorships in violation  
23 of the disbursement statements approved by the  
24 court?

25 A. He did not.

Deposition of Chad Westendorf

1 Q. Now, you heard us also talk a little bit  
2 earlier about the PR fee that you were paid?

3 A. Yes, sir.

4 Q. And that was \$30,000?

5 A. That's correct.

6 Q. And you refunded that to the  
7 Satterfields or you paid that to the Bland  
8 Richter firm?

9 A. Yes, sir, immediately.

10 Q. And that was -- did that come out of  
11 your Palmetto State Bank account?

12 A. I borrowed the money.

13 Q. Okay.

14 A. I have a loan right now I'm paying back  
15 for it.

16 Q. Okay. With Palmetto State Bank?

17 A. Yes, sir.

18 Q. When you were first contacted about  
19 serving as the PR for the Estate of Gloria  
20 Satterfield, I think you said it was right before  
21 Thanksgiving and you were out of the office; is  
22 that right?

23 A. Yes, sir.

24 Q. So it was a call you got on your cell  
25 phone?

Deposition of Chad Westendorf

1 A. Yes, sir.

2 Q. And then I believe you told me 19 is one  
3 that you had not seen until your first  
4 deposition?

5 A. Yes, sir.

6 Q. Okay. And there's no signature by you  
7 anywhere on this document, right?

8 A. No.

9 Q. All right. I asked you a bunch of  
10 questions about what Mr. Laffitte did or did not  
11 tell you when you asked if you could serve as PR  
12 for the Estate of Gloria Satterfield. I forgot  
13 one.

14 Did he tell you that he had been asked  
15 to serve as the PR for the estate?

16 A. He did not.

17 Q. Did he tell you -- I assume he didn't,  
18 therefore, tell you why he was not serving as the  
19 PR?

20 A. He did not.

21 Q. Okay. Another bit of cleanup, if we  
22 could go back to -- which exhibit was this?

23 A. No. 3.

24 Q. Right there, No. 3. Just to clarify,  
25 this withdrawal, you didn't approve this

# EXHIBIT “14”

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
BEAUFORT DIVISION

UNITED STATES OF AMERICA,	)	
	)	May 25, 2023
	)	
-versus-	)	Charleston, SC
	)	
CORY HOWERTON FLEMING,	)	9:23-394-1
	)	
Defendant.	)	

TRANSCRIPT OF ARRAIGNMENT AND CHANGE OF PLEA  
BEFORE THE HONORABLE RICHARD M. GERGEL  
UNITED STATES DISTRICT JUDGE, presiding

A P P E A R A N C E S:

For the Government: EMILY E. LIMEHOUSE, AUSA  
KATHLEEN M. STOUGHTON, AUSA  
WINSTON D. HOLLIDAY, AUSA  
US Attorney's Office  
151 Meeting Street, Suite 200  
Charleston, SC 29401

For the Defendant: DEBORAH B. BARBIER, ESQ.  
Barbier Law Office  
1811 Pickens Street  
Columbia, SC 29201

Court Reporter: KAREN E. MARTIN, RMR, CRR  
PO Box 835  
Charleston, SC 29402

Proceedings reported by stenographic court reporter.  
Transcript produced with computer-aided transcription  
software.

1 In March of 2019, following a mediation,  
2 Murdaugh's umbrella insurer agreed to settle the estate's  
3 claim for \$3.8 million. On April 18th, 2019, the  
4 insurance carrier drafted a \$3.8 million check to the  
5 personal representative of the estate and to the  
6 defendant's law firm. The personal representative  
7 endorsed the check to the defendant's law firm giving the  
8 defendant control over the funds.

9 On May 13th, 2019, as part of the scheme, the  
10 defendant submitted a fraudulent disbursement sheet to the  
11 circuit court attaching it to a petition for approval of  
12 settlement. The disbursement sheet did not reflect the  
13 accurate distribution of the settlement funds. The  
14 disbursement sheet fraudulently outlined the disbursement  
15 of \$1,435,000 in attorneys' fees and \$2,765,000 to the  
16 estate. However, the defendant collected approximately  
17 \$672,595.85 in attorneys' fees, less than half of the  
18 attorneys' fees he reported to the circuit court.

19 The May 2019 disbursement sheet further outlined  
20 \$105,000 in prosecution expenses. However, there were no  
21 legitimate prosecution expenses. The defendant and  
22 Murdaugh intended to use these funds for their own  
23 personal enrichment.

24 As part of the scheme, the defendant directed  
25 the drafting of checks from his trust account from funds

1 belonging to the estate to his personal bank account. The  
2 defendant fraudulently claimed that the disbursements of  
3 settlement funds from his trust account were to pay for  
4 valid expenses related to the estate's claim against  
5 Murdaugh. In three separate transactions totaling  
6 \$26,200, the defendant fraudulently transferred settlement  
7 funds belonging to the estate to his personal account  
8 knowing that the funds belonged to the estate and that  
9 there were no legitimate legal expenses.

10 As further part of the scheme, and at Murdaugh's  
11 direction, the defendant fraudulently retained more than  
12 \$150,000 in prosecution expenses in his trust account for  
13 the benefit and personal enrichment of the defendant and  
14 Richard Alexander Murdaugh knowing that the funds belonged  
15 to the estate and that there were no legitimate  
16 prosecution expenses.

17 At Murdaugh's direction, the defendant issued  
18 checks made payable to Forge totaling \$3,483,431.95. The  
19 Forge account was later determined to be a personal bank  
20 account controlled by Murdaugh with no affiliation to a  
21 legitimate business. Although the defendant did conspire  
22 with Murdaugh to steal funds belonging to the Estate of  
23 Gloria Satterfield, the defendant had no knowledge of the  
24 fake Forge accounts or Alex Murdaugh's scheme to launder  
25 and steal money through those accounts.

1           **THE COURT:** Okay. Mr. Fleming, you've heard the  
2 summary provided by the Assistant United States Attorney.  
3 Do you dispute any of those facts?

4           **THE DEFENDANT:** No, sir.

5           **THE COURT:** Are you telling me under oath that  
6 the statements made by the Assistant United States  
7 Attorney are accurate?

8           **THE DEFENDANT:** Yes, sir.

9           **THE COURT:** Let me understand just a little bit.  
10 There are two areas here, one of them is that you -- make  
11 sure I understand this. There was representation to the  
12 circuit court at the time you were obtaining approval of  
13 the settlement that attorneys' fees totaled \$1.43 million;  
14 is that correct?

15           **THE DEFENDANT:** Yes, sir.

16           **THE COURT:** But in fact you intended only to  
17 take 672,000; is that correct?

18           **THE DEFENDANT:** Yes, sir.

19           **THE COURT:** Where was the rest of the money to  
20 go?

21           **THE DEFENDANT:** Um, well, as the Information  
22 says, a portion of it was going to be spent by  
23 Mr. Murdaugh, approximately a hundred thousand dollars.  
24 And then the rest of it, I was under the impression, were  
25 going to the beneficiaries of the estate.