

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
)
POULIN, WILLEY,)
ANASTOPOULO, LLC)
)
Plaintiff,)
)
v.)
)
Samuel J. Briggs, et al.,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
CASE NO. 2024-CP-10-02703

**AFFIDAVIT OF DEFENDANT
SAMUEL J. BRIGGS, ESQ.**

Defendant Samuel J. Briggs, being duly sworn, states the following:

1. On July 26, 2023, I received an offer of employment from Poulin Willey, Trial Lawyers, LLC and accepted that offer in August of 2023. At no time prior to my accepting this offer was I made aware of, or agreed to, any of the policies, protocols, and procedures that Plaintiff claims is part of Plaintiff's Employee Manual.
2. The terms and conditions of that contract included my role as Director of Medical Malpractice/Senior Trial Counsel a Poulin Willey Trial Lawyers, at a base salary of \$150,000.00 and a 5% commission on all resolved cases.
3. Further, it was conveyed to me at the time of my hiring that I would have the staff, resources, and support to properly carry out my obligations to both client(s) and employer.
4. In September of 2023, relying on the representations made by Plaintiff's agents, employees and/or ostensible agents, I uprooted my family from Washington, D.C., and relocated to Charleston, South Carolina.
5. In late 2023, it became apparent that Plaintiff's handling of several client files was improper, and I expressed my concern to my direct superior that the ethical missteps could potentially impact clients' cases. Those concerns were conveyed to Roy Willey, Eric Poulin, and Lane Jeffries, and were ignored.
6. On or about December 20, 2023, Roy Willey, notified all senior litigation attorneys and their respective staff that Plaintiff was removing all salaries and

- were transitioning the firm's compensation plan to be exclusively commission based.
7. Having just purchased a home, this unilateral change to compensation not only jeopardized my family's wellbeing, and the wellbeing of other attorneys, support staff, and their families but would undoubtedly have an effect on clients' cases. I expected a mass exodus of employees to follow this announcement.
 8. In January of 2024, Roy Willey indicated that I was an employee that they viewed as a future partner at the firm, and that the compensation plan was also motivation for those employees they viewed as unworthy to quit.
 9. This position was never one that I felt was acceptable, was not aligned with my moral compass, and was a true indicator that Plaintiff had no real concern for either the employees or the clients of the firm.
 10. To date, and to the best of my knowledge, information, and belief, more than thirty (30) employees have quit Plaintiff's firm, including the entire medical malpractice department.
 11. In addition to expected staff departures, a "business" decision of this magnitude was also an indicator that Plaintiff was experiencing significant financial issues that will impact the handling and/or disposition of clients' cases which include, but are not limited to, expert fees and other expected costs of litigation related to my department.
 12. Plaintiff's firm has lost 4 million dollars in Q1, with more expected losses being unavoidable.
 13. Further, after a minimal purchase with Plaintiff's business credit card was declined, I was made aware that Plaintiff's firm carried a balance owed of over \$700,000.00.
 14. After seeking other employment opportunities in both the Charleston and Washington, D.C. area, I accepted a position as Senior Counsel at The Jeffcoat Firm.
 15. Because of my awareness of the mishandling of other client cases, and the proclivity of Roy Willey, Eric Poulin, and Lane Jeffries to respond with unnecessary and inflammatory responses based on misrepresentations, as well as the ongoing litigation that Plaintiff has with other former employees, I made the decision to retain advisory counsel to ethically and properly resign from Plaintiff's firm while also protecting the integrity of my clients and their respective claims.

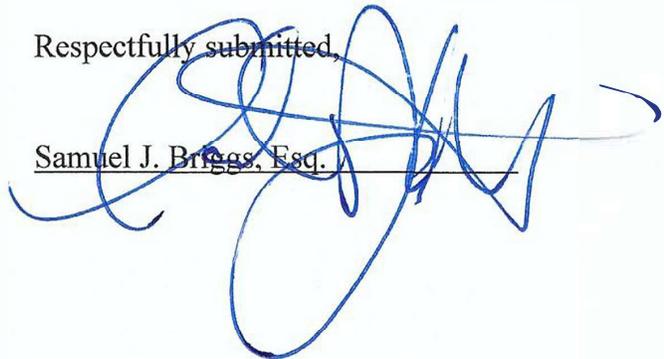
16. On April 10, 2024, I retained Nathan Crystal, Esq., former Professor of Ethics, as my attorney.
17. Prior to my resignation, I created a list of clients/cases, that I intended to personally contact immediately following my notification of resignation. This was developed as part of my ongoing duty to my clients and obligation to represent their best interests.
18. This list contained only sixteen (16) cases of the approximately seventy-five (75) that were assigned to me and included case contact information and current status within litigation.
19. On May 16, 2024, I submitted a Letter of Resignation and Proposal (a copy of which is attached hereto as Exhibit A) to my direct superior that followed the guidelines of the ABA and the state of South Carolina.
20. In this resignation letter, I offered to submit to my clients a joint notice of resignation with Plaintiff and gave them until end of business on the following day, May 17, 2024, to do so.
21. Additionally, because of the financial issues and staffing issues at Plaintiff's firm, I offered to Co-Counsel all of my medical malpractice cases, which were approximately 75 cases, with Plaintiff being reimbursed all costs and awarded a 25% share of the attorney's fees after resolution.
22. I proposed this Agreement because Plaintiff's firm does not have the personnel or the overall capacity to properly litigate these cases and to undertake these clients' claims without the sufficiency to do so is malpractice.
23. On May 16, 2024, immediately after sending my resignation letter, I called and spoke to 14 of the 16 clients on my list. 13 of the 14 clients I spoke to verbally committed to my representation, at which point I advised them that they would receive correspondence with or without Plaintiff's firm depending on their decision.
24. After those calls and commitments, I was not going to contact those clients further until I received response from Plaintiff's firm.
25. On May 17, 2024, at 1:44 p.m., I received a voicemail from a client, more specifically A.B., that notified me that a non-attorney representative of Plaintiff's firm, identified as "Sarah", had contacted her and improperly and unethically informed her that if she transferred her case to me that she could be subject to additional attorney's fees. This call was made at the direction of Roy Willey.
26. I immediately notified Professor Crystal that this intentional misrepresentation was made to my client and was advised that I was now permitted to contact my

- clients individually as it was now clear the Plaintiff had no intention of issuing a joint notice.
27. I called all clients again, receiving commitments from all 13 of those clients, and then sent them Client Transfer Letters and Retainer Agreements with The Jeffcoat Firm.
 28. At 5:44 p.m., I received a Cease and Desist Letter on Plaintiff's behalf that indicated cases and clients that had elected to stay at Plaintiff's firm. This list was inaccurate and false and included clients that have elected to have their files transferred to The Jeffcoat Firm.
 29. Subsequently, client S.W., contacted me and indicated that Akim Anastopoulo had contacted her and intentionally misrepresented facts about his involvement with the firm, with her case, as well as falsely providing misinformation as to my status in the firm and involvement with her case.
 30. Following that notification, client S.W., received a text from Akim Anastopoulo (attached hereto as Exhibit B) that was sent in error but was intended for a client, T.G., that had emphatically intended to have me as her representation.
 31. This text clearly implies that client T.G. conveyed her intent to Mr. Anastopoulo to have her case transferred to me, but Mr. Anastopoulo again intentionally provided false information to T.G.
 32. It is my understanding and belief that based on those misrepresentations, T.G. has now elected to stay at Plaintiff's firm, and I believe does so to her detriment.
 33. To date, nine (9) clients have signed retainer agreements with The Jeffcoat Firm, and those client transfer letters have been provided to Plaintiff prior to the filing of its Complaint.
 34. Plaintiff, however, has ignored the requests of the clients to transfer their files and has even gone so far as to send representatives to clients' houses to dissuade them from leaving their firm.
 35. Further, client J.F. called after this Complaint was filed and indicated that Akim Anastopoulo had called him again and stated that I could not represent him because "we have all your files and information."
 36. This is another grossly improper and unethical conveyance to a client that is a client of The Jeffcoat Firm. I have no knowledge of Akim Anastopoulo doing any work on any case that has been assigned to me and at no point was I ever part of his "team" as an associate.

- 37. This is further evidence that Plaintiff's firm strictly treats clients and their cases like property that it improperly attempts to assert dominion and control over.
- 38. My concern is and always has been the clients, and they have the right to make an informed choice as to who represents them. This informed decision should be based on facts and not on falsities and misrepresentations in a detestable attempt to manipulate the client.
- 39. This is a noble profession, and I have done all in my power to protect the client and to conduct myself accordingly.
- 40. I have no further intention of contacting any client, other than the nine (9) clients who have provided written request to have their file transferred and for me to continue their representation.
- 41. I respectfully request this Court to dissolve the TRO and decline all further relief requested by Plaintiff. This intentionally interferes with my representation of my clients, the ability to conduct business. Further, there is no irreparable harm, and the Plaintiff has not met the burden of proof for requested relief.

Respectfully submitted,

Samuel J. Briggs, Esq.



Sworn to before me
this 29th day of May,
2024



Notary Public for the State of South Carolina

My commission expires 7/28/2030

