



The Due Process Advocate

*"No Person shall be . . . deprived of life, liberty, or property without the due process of law"
- Fifth Amendment of the United States Constitution*

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CAVEAT EMPTOR: A LESSON LEARNED BY A BUSINESS WOMAN PURCHASING LEGAL SERVICES IN SOUTH CAROLINA

Most folks are familiar with the term "caveat emptor" which is Latin for "let the buyer beware."

The term evolved, in legal circles, from the simple fact that buyers typically have less information than the seller about the goods and/or services being sold. In today's world, more than ever before, defects and deficiencies in goods or services may be hidden from the buyer, and be only known to the seller. Worse yet, especially in the legal arena, deficiencies can be cleverly hidden and disguised in "weasel-worded" contracts that take deception to a new level.

Ironically enough, the caution embodied in "caveat emptor" is often ignored in crucial situations when caution is needed more than ever. That crucial situation, which is the subject of this edition, is the purchase of legal services; and if you don't believe me, talk to Brenda Adams. Brenda is a long-standing resident and business woman in Rock Hill, South Carolina who has experienced first-hand how "caveat emptor" is the very first thing that should come to your mind when buying legal services.

The Due Process Advocate thanks Brenda for sharing her devastating experience with our readers to, hopefully, send a strong message to legal administrators all over the country that the state supreme courts and bar associations should immediately cease and desist with their "look the other way" approach to the booking of large, un-earned legal fees as being both (a) earned, and (b) non-refundable upon receipt!

In Brenda's case, her son was charged with first-time distribution of a controlled substance on August 9, 2017. The case was, seemingly, going nowhere as related charges were dropped and there was no trial, or other disposition, in sight. Frustrated with the case dragging on, Brenda sought new counsel for her son and entered into the fee agreement (attached hereto) with a prominent South Carolina law firm in November of 2018. Please read it and you be the judge!

In June of 2020, Brenda wrote a letter to Twana N. Burris-Alcide, Esq., principal of The Burris Legal Group, which included, in pertinent part, the following:

"Please accept this letter as my formal demand for the immediate return of the \$25,000 that I paid you for the representation of my son, Cordaris Michael Burris, in the above-reference matter. You have refused to account for my money and you have refused to represent Cordaris in a manner which is reasonably consistent with your duty and obligation as a licensed attorney in the State of South Carolina. I am not going to belabor this issue with the litany of facts and circumstances (and the overwhelming exculpatory evidence) that I have already presented to you, and which you have refused to acknowledge in any meaningful way...."

JUDGE GENIE SAYS...

#3 BY EHS/GES
MAY 25, 2019



The subject case is now more than three years old. Brenda is out her \$25,000 with, literally, nothing to show for it. She reports that not a single motion was ever filed with the Court on her son's behalf (other than a motion to withdraw from the case after Brenda asked for her money back). Because Attorney Burris-Alcide is a member of the Board of Governors of the State of South Carolina Bar, Brenda never even imagined that her \$25,000 would be at risk and not subject to any real accountability. At this juncture, Brenda's conclusion is that she, and literally thousands of other litigants, can't begin to afford the high price of "due process" in South Carolina and, even if you pay the price, you are guaranteed absolutely nothing; just like it says in the fee agreement she signed.



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If so, you know it is a FACT that equal justice, the rule of law, and due process are currently not available to all Americans. As a result, The Due Process Advocate has made a substantial investment in the development of a "one of a kind" Internet platform for use by professional advocates and activists to generate clients and substantial, independent business revenues.

Please visit www.dueprocessadvocate.com to learn about the DPA web-based platform for Independent Business Affiliates and contact Edward H. Smith, Publisher d/b/a The Due Process Advocate at ehsportal@gmail.com to explore a business relationship.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

CRIMINAL CASE CONTRACT WITH
THE BURRIS LEGAL GROUP, LLC

KNOW ALL MEN BY THESE PRESENTS, that I: _____

Cordaris M. Burris / Brenda Adams, do hereby employ Twana N. Burris as my attorney to represent me with regard to the charge(s) of:

1. 2017A4610201494 4. _____
2. _____ 5. _____
3. _____ 6. _____

pending against me. I agree to pay a nonrefundable fee of \$25,000. It is understood that while the firm will represent me to the best of their abilities, no results are guaranteed. It is further understood that in order for the firm to effectively represent me it is necessary for me to tell my attorney the whole truth concerning these charges. I further understand that the firm may recommend that we employ experts to assist in my representation. I agree to be responsible for all such costs and expenses and will pay the same in advance to be placed in trust for payment of such fees upon those services being rendered.

South Carolina Rule 1.5 Rules of Professional Conduct Rule 407:

A lawyer may charge an advance fee, which may be paid in whole or in part in advance of the lawyer providing those services, and treat the fee as immediately earned if the lawyer and client agree in advance in a written fee agreement which notifies the client:

1. The nature of the fee arrangement and the scope of the services to be provided BA
2. The total amount of the fee and the terms of payment BA
3. The fee will not be held in a trust account until earned BA
4. The client has the right to terminate the lawyer-client relationship and discharge the lawyer BA
5. The client may be entitled to a refund of all or a portion of the fee if the agreed-upon legal services are not provided BA

This contract applies only to the charges and the Court listed above. This contract does not obligate the firm to appeal this case, and I understand that if I desire to appeal this case another retainer and fee agreement will be necessary. By signing this, I am in agreement that I have read and understand this retainer agreement.

Date: 11-9-18

Brenda Bani Adams
Client

FOR THE FIRM:

Jon Bantlue