

STATE OF SOUTH CAROLINA  
COUNTY OF YORK

IN THE COURT OF COMMON PLEAS  
SIXTEENTH JUDICIAL CIRCUIT

Christopher Todd Hagins,  
Plaintiff,

C/A No. 2025-CP-46-03499

vs.

Winthrop University,  
Defendant.

**AFFIDAVIT OF  
MICHAEL J. VIRZI**

The undersigned affiant, Michael J. Virzi, deposes and says as follows:

1. I am offering this affidavit, pursuant to S.C. Code Ann. § 15-36-100(B), as an expert witness on behalf of the above-captioned Defendant, Winthrop University, (hereinafter “Winthrop”) to support its counterclaim against the above-captioned Plaintiff Christopher Todd Hagins (hereinafter “Hagins”), for professional negligence.

2. My name is Michael J. Virzi, and I am attorney in good standing and licensed to practice law in the State of South Carolina. My practice has focused exclusively on matters of legal ethics, malpractice, and lawyer discipline for the past 23 years, including more than three years as an Assistant Disciplinary Counsel to the South Carolina Supreme Court, and I have taught Professional Responsibility at the University of South Carolina School of law for fifteen years. I have served on the South Carolina Bar’s Ethics Advisory Committee since 2003, including three years as Chair, on the Bar’s Professional Responsibility Committee since 2011, including two years as Chair, on the Board of Directors for the South Carolina Association for Justice as Ethics Chair for four years, and I am a member of the South Carolina Association of Ethics Counsel, the Association of Professional Responsibility Lawyers, and the ABA Center for Professional



Responsibility. I have been interviewed by and quoted in The ABA Journal, The State, The Post and Courier, The Greenville News, The Augusta Chronicle, and S.C. Lawyers Weekly, and I have appeared on HBO, Discovery, Oxygen True Crime, and Court TV as a consultant in lawyer ethics and malpractice. I have given more than 150 presentations on the topics of lawyer ethics, locally and nationally, as a CLE presenter and law school guest lecturer, including as a faculty member of the South Carolina Bar and Supreme Court's semi-annual Legal Ethics and Practice Program for approximately 13 years. I have been qualified to give expert testimony on matters of lawyer ethics and malpractice in federal and state courts in South Carolina and have provided expert opinions on matters involving lawyer ethics and malpractice on more than 150 occasions either in court, in deposition, or by affidavit. I am familiar with the standard of care for South Carolina lawyers in the circumstances involved in this case.

3. The opinions given herein are based on my conversations with counsel for Winthrop and my review of the following documents filed in the above-captioned case:

- A. Plaintiff's Complaint filed on September 7, 2025;
- B. Defendant Winthrop's Answer and Counterclaim filed on November 11, 2025;b
- C. Defendant Winthrop's Motion and Memorandum to Disqualify Counsel filed on November 11, 2025;
- D. Plaintiff's Motion to Dismiss Winthrop's Counterclaim filed on November 26, 2025;
- E. Defendant Winthrop's Response in Opposition to Plaintiff's Motion to Dismiss Counterclaim filed on December 12, 2025;

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F. Plaintiff's Memorandum in Opposition to Defendant Winthrop's Motion to Disqualify Counsel filed on February 3, 2026; and

G. Plaintiff's Memorandum in Support of its Motion to Dismiss Winthrop's Counter-claim filed on February 3, 2026.

4. Based on my experience, education, training, and knowledge of the standards, practices, and duties of lawyers in South Carolina, it is my professional opinion that Hagins' conduct fell below the standard of care for lawyers and breached duties of care, competence, diligence, confidentiality, and loyalty owed to Plaintiff.

5. It is alleged and appears that Hagins worked as in-house General Counsel for Winthrop, advising it on matters including Winthrop's Board procedures and compliance with the Freedom of Information Act ("FOIA"). Thus, because lawyers working as in-house counsel for an employer entity have an attorney-client relationship with their employer, Hagins had an attorney-client relationship with Winthrop, and Winthrop's policies and conduct regarding its board procedures and compliance with FOIA were within the scope of Hagins' representation of Winthrop. It is alleged and appears that Hagins later disclosed and used confidential client information obtained in the course of his representation of Winthrop, in a way adverse to Winthrop and for Hagins' own personal and/or financial benefit. Hagins' various breaches of duties and the standard of care are manifest regardless of whether Hagins brought this lawsuit for his own benefit or for the benefit of the public. To the extent this lawsuit was brought for Hagins' own benefit, however, his conduct also amounts to breach of fiduciary duty.

6. Specifically, it is alleged and appears that, in the course of Hagins' representation of Winthrop, Hagins learned extensive confidential information related to Winthrop's policies and practices regarding Winthrop's compliance with FOIA and has now used that same confidential

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factual information as the basis of his claims in this lawsuit, which is directly adverse to Winthrop, causing financial harm and potential destruction of Winthrop's attorney-client privilege, which Hagins had and continues to have a duty to protect. It is further alleged and appears that Hagins stands to benefit personally and/or financially from this lawsuit as a result of using confidential client information as its basis. In my professional opinion, this conduct by Hagins was a fundamental failure of two of the most basic principles of the attorney-client relationship: loyalty and confidentiality. The attorney-client privilege belongs to the client, and the standard of care for lawyers includes protecting the privilege by not disclosing client communications unless an exception applies, which does not appear to be the case here. This duty continues after the termination of the representation and applies equally to former clients, as do the duties of confidentiality and loyalty. In my professional opinion, Hagins' use of these privileged communications and confidential client information breached his fiduciary duties and fell below the standard of care for lawyers, causing financial and other harm to his own former client, Winthrop.

7. In his Memorandum in Opposition to Winthrop's Motion to Disqualify, identified at paragraph 3.F hereinabove, Hagins relies on the flawed reasoning that his conduct in this lawsuit is proper because the information he is using regarding Winthrop's Board of Trustees' procedures and FOIA compliance is public information. The fact that certain information learned by a lawyer through the course of representing a client is public does not alter the lawyer's duty of confidentiality. The availability of information through public records can affect whether the lawyer has a later conflict of interest in representing a new client, but public availability has no effect on whether the lawyer is duty bound not to reveal or disclose it. There is no "public records" exception to the duty not use or disclose client information. Confidential information includes all

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information a lawyer learns about a client matter, regardless of its source and regardless of its public availability. Even if information is both publicly available and generally known to all, a lawyer is nevertheless duty bound not disclose it further or discuss it or reveal it in any way—even if countless others were doing so—unless an exception to the duty of confidentiality applies, which none appears to apply in this case. Thus, regardless of any effect of the “publicly available” nature of Winthrop’s board practices on conflict-of-interest or disqualification issues, Hagins’ use of this FOIA-related information adverse to Winthrop and his disclosure of it in pleadings and other filings in this lawsuit violated his duties of loyalty and confidentiality, respectively, and fell below the standard of care for lawyers.

8. It also appears that Hagins has improperly disclosed confidential communications made during mediation in his public filings in this lawsuit. Hagins’ Motion to Dismiss Winthrop’s Counterclaim and Memorandum in Support (identified at paragraphs 3.D & G hereinabove) refers to the specific amount of an offer from Winthrop to settle the grievance Hagins filed over his termination from Winthrop. Based on my conversations with counsel for Winthrop, that offer was made during mediation. Lawyers have a duty to keep confidential all information from mediation communications. Hagins’ disclosure of this information was a further violation of his duty of confidentiality and a further breach of the standard of care for lawyers.


9. Furthermore, it is alleged and appears that the conduct by Winthrop of which Hagins complains in this lawsuit—its FOIA compliance—was pursuant to and in conformity with the advice Hagins had given Winthrop regarding FOIA compliance and the practices Hagins had instituted and followed during his service as General Counsel and Secretary to the Winthrop Board of Trustees with regard to FOIA and related Board practices, and that Winthrop, after Hagins’ dismissal, was doing exactly as Hagins had advised and demonstrated for Winthrop to do. Thus

Hagins is, in this lawsuit, attacking his own prior work, advice, and practice on behalf of Winthrop adversely to Winthrop, which in my professional opinion is an additional breach of fiduciary duty and of the duty of loyalty. This is true both of any alleged FOIA violations prior to Hagins' termination as General Counsel and any alleged FOIA violations after Hagins' termination consistent with his work, advice, and practice. Furthermore, if Hagins' Complaint in this case is correct in that Winthrop violated FOIA, and those violations were pursuant to and in conformity with Hagins' own advice to Winthrop as appears to be the case, then Hagins' advice to Winthrop during his tenure as in-house counsel was incompetent, further falling below the standard of care for lawyers and violating his duties of competence and diligence.

10. Therefore, it is my professional opinion that Hagins failed to exercise the degree of care, skill, knowledge and judgment usually possessed and exercised by members of the legal profession in their representation of Plaintiff.

11. The opinions in this affidavit are given to a reasonable degree of certainty based on the evidence listed above. I reserve the right to alter, amend, modify, reduce, or expand these opinions if and when additional information is presented.

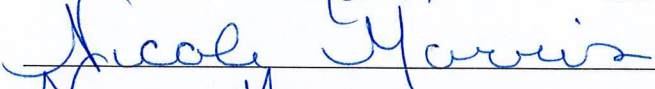
Further affiant sayeth naught.

  
Michael J. Virzi

State of South Carolina  
County of Richland

Sworn and subscribed before me

This 4 day of March, 2026

  
Nicole Morris (print)

Notary Public

My Commission Expires : April 15, 2035

Nicole Morris Notary Public, State of South Carolina My Commission Expires April 15, 2035
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