

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
APPEAL FROM THE CHARLESTON  
COUNTY PROBATE COURT  
Case No. 2020-ES-10-1005

IN THE CIRCUIT COURT  
C.A. No. 2023-CP-10-00112

IN THE MATTER OF:

The Estate of Juleanne Judy Bryan, Decedent  
Margaret Elaine Chapman,

Appellant,

v.

Grady W. DuBose, Wilson Wade Judy and  
Marvin Lee Judy, III,

Respondents.

**ORDER DISMISSING APPEAL FOR  
LACK OF JURISDICTION**

**RECEIVED**  
**May 19 2023**  
**SC Court of Appeals**

THIS MATTER CAME before the Court pursuant to Respondents' Joint Motion to Dismiss Appeal. As set forth below, Respondents' Motion to Dismiss is GRANTED.

1. This is an appeal from the Probate Court concerning an order granting a motion to enforce a settlement reached at the mediation of this matter. As set forth in detail by the Probate Court, this case was mediated in August 2022, resulting in a settlement agreement signed by all parties and their counsel in satisfaction of Rule 43(K), SCRPC. Despite this mediation agreement, Appellant refused to comply with the agreed upon terms; as such, the respondents filed a motion to enforce the settlement.

2. The Probate Court granted Respondents' Motion to Enforce the Settlement by Order dated December 22, 2022.

3. Appellant Margaret Chapman filed a notice of intent to appeal on January 5, 2023.

4. An appeal from the Probate Court is governed by S.C. Code Ann. § 62-1-308 (2023), which sets forth various procedural requirements to perfect an appeal.

5. An appellant who fails to follow the procedural requirements strips the court of appellate jurisdiction. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004); *Great Games, Inc. v. S.C. Dep't of Revenue*, 339 S.C. 79, 83 n. 5, 529 S.E.2d 6, 8 n. 5 (2000); *see also* Rule 260(a), SCACR (requiring dismissal of an appeal when an appellant fails to comply with the appellate court rules).

6. Here, the Court finds that Appellant did not comply with the requirements of S.C. Code Ann. § 62-1-308 based on each of the following, independent grounds:

(i) The appeal was not timely filed. As set forth in § 62-1-308(a), the “notice of intention to appeal to the circuit court must be filed in the office of the circuit court and in the office of the probate court and a copy served on all parties not in default within ten days after receipt of written notice of the appealed from order, sentence, or decree of the probate court.” Here, the parties received written notice of the order on appeal on December 22, 2022 by email from the Probate Court’s law clerk. The notice of appeal was filed more than ten days later, and, therefore, was not timely.

(ii) As a separate an independent basis for dismissal, Appellant did not file a statement of issues on appeal within the deadline set by § 62-1-308(b) (“Within forty-five days after receipt of written notice of the order, sentence, or decree of the probate court, the appellant must file with the clerk of the circuit court a Statement of Issues on Appeal (in a format described in Rule 208(b)(1)(B), SCACR) with proof of service and a copy served on all parties.”). The filing deadline expired for the Statement of Issues on Appeal on February 6, 2023 (the next business day after 45 days from the receipt of written notice of the order). Appellant’s after the fact filing of a statement of issue on appeal on February 13, 2023 cannot correct this deficiency.

(iii) As a separate an independent basis for dismissal, Appellant has not perfected her appeal as required by § 62-1-308(c) because she made no arrangements with the court or court reporter for furnishing the transcript. As set forth in § 62-1-308(c), “[w]here a transcript of the testimony and proceedings in the probate court was prepared, the appellant shall, within ten days after the date of service of the notice of intention to appeal, make satisfactory arrangements with the court or court reporter for furnishing the transcript.” Here, Respondents submitted an affidavit from the court reporter demonstrating that Appellant made no arrangements with the court or court reporter for furnishing the transcript. This fact was undisputed by Appellant.

(iv) As a separate an independent basis for dismissal, Appellant has not perfected her appeal as required by § 62-1-308(e) because she has not filed her brief. As set forth in S.C. Code Ann. § 62-1-308(d), “[w]ithin thirty days after service of the Statement of Issues on Appeal, all parties to the appeal shall serve on all other parties to the appeal a Designation of Matter to be Included in the Record on Appeal (in a format described in Rule 209, SCACR) and file with the clerk of the circuit court one copy of the Designation of Matter to be Included in the Record on Appeal with proof of service.” Section 62-1-308(e) states, “[a]t the same time the appellant serves his Designation of Matter to be Included in the Record on Appeal, the appellant shall serve one copy of his brief on all parties to the appeal, and file with the clerk of the circuit court one copy of the brief with proof of service.” Appellant filed her Designation of Matter to be Included in the Record on Appeal on March 15, 2023, but she has yet to file her brief as required by the statute.

7. Based on the foregoing, this Court has lost jurisdiction over the appeal and the appeal must be dismissed. **THEREFORE, it is ORDERED, ADJUDGED, and DECREED:**

1. Respondents’ Motion to Dismiss Appeal is GRANTED.
2. Appellant’s Appeal from Probate Court is dismissed WITH PREJUDICE.

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The Honorable H. Steven DeBerry, IV

April \_\_\_\_\_, 2023

Charleston, South Carolina



Charleston Common Pleas

**Case Caption:** Margaret Chapman , plaintiff, et al VS Grady Dubose , defendant, et al  
**Case Number:** 2023CP1000112  
**Type:** Order/Dismissal

H. Steven DeBerry, IV

Circuit Court Judge 2771

STATE OF SOUTH CAROLINA ) IN THE PROBATE COURT  
COUNTY OF CHARLESTON ) CASE NUMBER: 2020-ES-10-1005

IN THE MATTER OF: )

THE ESTATE OF )  
JULEANNE JUDY BRYAN )  
(Decedent) )

**ORDER APPROVING AND  
ENFORCING SETTLEMENT,  
APPOINTING CO-PERSONAL  
REPRESENTATIVES, AND  
RELIEVING SPECIAL  
ADMINISTRATOR**

GRADY W. DUBOSE, )

Petitioner, )

vs. )

WADE WILSON JUDY, JOHN )  
THADDEUS JUDY, MARVIN LEE JUDY, )  
JR., MARVIN LEE JUDY, III, USAA )  
SAVINGS BANK, AMERICAN EXPRESS )  
NATIONAL BANK, COMCAST CABLE )  
COMMUNICATIONS, MARLETTE )  
SERVICING LLC/CROSS RIVER BANK, )  
MARGARET E. CHAPMAN, EAST COOPER )  
COMMUNITY OUTREACH, and )  
GRATEFUL GOLDEN RESCUE, )

Respondents. )

Date of Hearing: October 21, 2022  
Presiding Judge: Irvin G. Condon  
Petitioner: Grady W. DuBose  
Petitioner’s Attorneys: Daniel S. Slotchiver, Esq.  
Stephen M. Slotchiver, Esq.  
Respondent: Margaret E. Chapman  
Respondent’s Attorney: Johnny E. Watson, Esq.  
Respondents: Wade Wilson Judy  
Marvin Lee Judy III  
Respondents’ Attorneys: John R. Chase, Esq.

Special Administrator:

Stafford J. McQuillin III, Esq.  
David L. Michel, Esq.

1. A Hearing was held, via Zoom, on October 21, 2022, in reference to Petitioner Grady W. Dubose's and Respondents' Wade Wilson Judy and Marvin Lee Judy's Joint Motion to Enforce Mediation Settlement filed on September 22, 2022 ("Joint Motion to Enforce"), Wade Wilson Judy and Marvin Lee Judy's Joint Application for Appointment as Co-Personal Representatives, filed on August 30, 2022, and counsel's request to have the settlement approved by the Court following the mediation of this case, which occurred on August 22, 2022. Notice was properly given to all parties.
2. Present at the Hearing were Petitioner Grady W. Dubose and his counsel, Respondent Margaret E. Chapman and her counsel, and Respondents and Wade Wilson Judy and Marvin Lee Judy and their counsel.
3. On August 22, 2022, the above-captioned matter was mediated by Bradish Waring, Esq., which resulted in a settlement.
4. Petitioner, Respondents, and their counsel all signed a settlement agreement, which was attached as Exhibit A to the Joint Motion to Enforce.
5. "Settlement agreements are viewed as contracts between the parties." *Harris-Jenkins v. Nissan Car Mart, Inc.*, 348 S.C. 171, 177, 557 S.E.2d 708, 711 (Ct. App. 2001). "The [subject] agreement complies with the requirements of Rule 43(k), SCRPC, because it was in writing and signed by the parties [and] their counsel." *Kinghorn as Tr. for the Mildred Ann Kinghorn Tr. dated 28 Apr. 2004 v. Sakakini*, 426 S.C. 147, 153, 825 S.E.2d 748, 750 (Ct. App. 2019) (noting that "Rule 43(k) applies to settlement agreements.").

6. Several weeks after the mediation and execution of the settlement agreement, Respondent Margaret E. Chapman through counsel requested a new mediation because “her decision to settle in part” was based on a statement made by opposing counsel at a mediation concerning opposing counsel’s ability to locate the purported notary involved in the subject will contest. (Exh. B to Joint Motion to Enforce).

7. This Court finds the mediation statements inadmissible under Rule 8 of the South Carolina Alternative Dispute Resolution Rules, which provides in pertinent part the following:

The parties and any other person present or participating shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, any mediation communication disclosed in the course of a mediation, which shall include, but not be limited to:

(1) Views expressed or suggestions made by another party or any other person present with respect to a possible settlement of the dispute;

SC R ADR Rule 8.

8. However, even if the statement was admissible, Ms. Chapman has not set forth a valid basis to re-open the mediation and to ignore the binding settlement agreement; in fact, she has not sought such relief from this Court.

9. By way of background, the existence and identity of the notary were sought in discovery requests served by the parties on Ms. Chapman and were the subject of a two Motions to Compel, which were heard on April 5, 2022 and resulted in the Court ordering Ms. Chapman to provide the identity and existence of the notary on or before May 5, 2022. Ms. Chapman did not do so. Instead, several weeks after the mediation and signing of the settlement agreement, Ms. Chapman then decided to attempt to identify the notary, which was a simple as contacting the Secretary of State’s office. It was Ms. Chapman’s responsibility, not opposing counsels, to locate the notary

before participating in mediation and signing a binding settlement agreement. Ms. Chapman cannot ignore the binding settlement agreement by trying to bring in new evidence she could have easily obtained, and in fact was ordered to obtain, in advance of the mediation.

10. “It has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements.” *Kinghorn as Tr. for the Mildred Ann Kinghorn Tr. dated 28 Apr. 2004 v. Sakakini*, 426 S.C. 147, 152, 825 S.E.2d 748, 750 (Ct. App. 2019) (quoting *Rock Smith Chevrolet, Inc. v. Smith*, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992)). “There can be no doubt but that the trial court retains inherent jurisdiction and power to enforce agreements entered into in settlement of litigation before that court.” *Id.*

Accordingly, **THIS COURT HEREBY FINDS AND ORDERS** that the settlement agreement is binding and shall be enforced, and **FURTHER ORDERS AND APPROVES** the settlement terms and requirements, which are as follows:

- (a) Within thirty (30) days of the date of this order, the Estate of Juleanne Judy Bryan shall pay the sum of \$1,750,000.00 to Petitioner Grady W. Dubose, and the pictures in possession of the Special Administrator shall pass to Petitioner Grady W. Dubose;
- (b) Within thirty (30) days of the date of this order, the Estate of Juleanne Judy Bryan shall pay the sum of \$100,000.00 to Respondent Margaret E. Chapman;
- (c) All other property and remaining assets of the Estate of Juleanne Judy Bryan, known or unknown, shall pass to Respondents Wade Wilson Judy and Marvin Lee Judy, as the only remaining beneficiaries to the Estate of Juleanne Judy Bryan;
- (d) In exchange for said payments, Grady W. Dubose and Margaret E. Chapman on behalf of themselves, their heirs, executors, successors, assigns, hereby, irrevocably and unconditionally, release and discharge the Estate of Juleanne Judy Bryan, Wade Wilson

Judy and Marvin Lee Judy (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, attorneys' fees, executions, liabilities, debts, and all other obligations now existing or that may arise in any way concerning the Estate of Juleanne Judy Bryan of any matters concerning the above captioned case;

(e) In exchange for said payments, Wade Wilson Judy and Marvin Lee Judy on behalf of themselves, their heirs, executors, successors, assigns, hereby, irrevocably and unconditionally, release and discharge Grady W. Dubose and Margaret E. Chapman (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, attorneys' fees, executions, liabilities, debts, and all other obligations now existing or that may arise in any way concerning the Estate of Juleanne Judy Bryan of any matters concerning the above captioned case; and

(f) Any party who filed a lis pendens concerning real property of the Estate of Juleanne Judy Bryan shall file a cancellation of lis pendens within fifteen (15) days of the date of this order;

(g) Pursuant to their Joint Application for Appointment as Co-Personal Representatives and with the agreement of the parties, Wade Wilson Judy and Marvin Lee Judy are hereby appointed as Co-Personal Representatives of the Estate of Juleanne Judy Bryan and David L. Michel, Esq. is hereby relieved as Special Administrator of the Estate of Juleanne Judy Bryan.

**AND IT IS SO ORDERED.**



---

**IRVIN G. CONDON**

Judge of Probate  
Charleston County

This 22<sup>nd</sup> day of December 2022

Charleston, South Carolina

**Carberry, Stacey**

---

**From:** Sydney M. Fowler <SFowler@charlestoncounty.org>  
**Sent:** Thursday, December 22, 2022 11:25 AM  
**To:** Chase, John; Daniel S Slotchiver; watsonlawfirm@sc.twcbc.com; David Michel; McQuillin, Mac; Stephen M Slotchiver  
**Cc:** Moody, Mary; Susan Mauldin; Tina L. Grooms; Alison Atwood; Eric G. Pettis  
**Subject:** Estate of Juleanne J. Bryan (2020-1005) - Order attached  
**Attachments:** Bryan, Juleanne 2020-ES-10-1005 Order Enforcing and Approving Settlement.pdf

Good morning,

Attached please find an executed Order in this case resulting from the hearing on 10/21/22. Certified copies will be sent as soon as possible. Please let me know if you have any questions or concerns.

Best regards and Happy Holidays,  
Sydney

Sydney M. Fowler, Esq.  
Judicial Law Clerk  
Charleston County Probate Court  
84 Broad Street  
Charleston, SC 29401  
Office: (843) 958-5194  
Fax: (843) 958-5044  
Email: sfowler@charlestoncounty.org

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF Charleston )  
 )  
Estate of Jaleanne )  
Judy Bryan, ) **Plaintiff(s)** )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023 -CP - \_\_\_\_\_

vs.

Wade Wilson Judy, et al. )  
 ) **Defendant(s)** )

Submitted By: Johnny E. Watson  
Address: P.O. Box 2305  
Colm, S.C. 29202

SC Bar #: 5967  
Telephone #: 803-467-6212  
Fax #: 803-420-1200  
Other: \_\_\_\_\_  
E-mail: JEWATSON.LWRC@gmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |  |   |  |   |
|--|---|--|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Fraud/Bad Faith (150)</li> <li><input type="checkbox"/> Failure to Deliver/Warranty (160)</li> <li><input type="checkbox"/> Employment Discrim (170)</li> <li><input type="checkbox"/> Employment (180)</li> <li><input type="checkbox"/> Other (199) _____</li> </ul> <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599) _____</li> </ul> | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case # <u>20 -NI- -</u></li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299) _____</li> </ul> <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Drv. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture—Consent Order (850)</li> <li><input type="checkbox"/> Other (899) _____</li> </ul> | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Assault/Battery (370)</li> <li><input type="checkbox"/> Slander/Libel (380)</li> <li><input type="checkbox"/> Other (399) _____</li> </ul> <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Incapacitated Adult Settlement (790)</li> <li><input type="checkbox"/> Other (799) _____</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499) _____</li> </ul> <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input checked="" type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999) _____</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699) _____</li> <li><input type="checkbox"/> Sexual Predator (510)</li> <li><input type="checkbox"/> Permanent Restraining Order (680)</li> <li><input type="checkbox"/> Interpleader (690)</li> </ul>   | <ul style="list-style-type: none"> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Pre-Suit Discovery (670)</li> </ul>   |  |   |

Submitting Party Signature: Johnny E. Watson Date: 1-5-2023

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA )  
COUNTY OF Charleston )

IN THE CIRCUIT COURT

Appeal from Probate Court for CHAS. County

CASE NUMBER: 2020-ES-10-1005

IN THE MATTER OF:  
Juleanne Judy BRYAN )  
(Decedent) )

**NOTICE OF INTENT TO APPEAL TO  
CIRCUIT COURT**

Margaret Chapman, )  
Appellant(s), )

vs.  
Grazy Dabase, Wade W. Judy )  
AND MARVIN LEE JUDY, III )  
Respondent(s). )

Pursuant to SCPC 62-1-308, Appellant hereby provides his/her/its Notice of Appellant's Intent to Appeal the Order/Sentence/Decree of the Probate Court dated December 22, 2022. Said Order/Sentence/Decree was received by the Appellant or Appellant's counsel on December 30 2022. A copy of said Final Order is attached.

Respectfully submitted,

SWORN to before me this 6<sup>th</sup>  
day of JANUARY, 2023.  
Cheryl Thomas  
Notary Public for: South Carolina  
My Commission Expires: 12/8/2032

Signature: Johnny E. Watson  
Print Name: Johnny E. Watson  
Address: P.O. Box 2305  
Colga, SC 29202  
803-460-1600  
(Home): 803-750-1300  
(Cell): 803-467-6212  
Email: JEWATSON.LWR@gmail.com  
Relationship to Decedent/Estate: Former BUSINESS PARTNER

Attorney: Johnny E. Watson  
Address: P.O. Box 2305  
Colga, SC 29202  
Telephone: 803-467-6212  
Email: JEWATSON.LWR@gmail.com

**IMPORTANT:**

1. This Notice must be filed with the Probate Court, the Circuit Court, and all parties not in default within ten (10) days after receipt of written notice of the appealed-from order, sentence, or decree of the Probate Court. Parties must comply with requirements set forth in SCPC 62-1-308.

2. This form is not intended for appeals other than appeals to the County Circuit Court. An Appeal to a Court other than the County Circuit Court must follow SCPC 62-1-308(l) and the South Carolina Appellate Court Rules, as applicable.

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE CIRCUIT COURT  
C.A. No. 2023-CP-10-00112

APPEAL FROM THE CHARLESTON  
COUNTY PROBATE COURT  
Case No. 2020-ES-10-1005

IN THE MATTER OF:

The Estate of Juleanne Judy Bryan, Decedent

Margaret Elaine Chapman,

Appellant,

v.

Grady W. DuBose, Wilson Wade Judy and  
Marvin Lee Judy, III,

Respondents.

### **MOTION TO DISMISS APPEAL**

Respondents Wade Wilson Judy and Marvin Lee Judy, joined by Respondent Grady W. DuBose, hereby move that the appeal noticed in this action on January 5, 2023 be dismissed pursuant to Rule 74, SCRPC (“the procedure on appeal to the circuit court from the judgment of an inferior court ... shall be in accordance with the statutes providing such appeals”) and S.C. Code Ann. § 62-1-308.

By way of background, this is an appeal from an order granting a motion to enforce a settlement reached at the mediation of this matter. As set forth in detail by the Probate Court, this case was mediated in August 2022, resulting in a settlement agreement signed by all parties and their counsel in satisfaction of Rule 43(K), SCRPC. Despite this binding mediation agreement, appellant refused to comply with the agreed upon terms, thereby necessitating the filing of a motion to enforce the settlement by the respondents. At the hearing, appellant confirmed that the

mediation agreement was agreed to and signed by all parties and their counsel, but nonetheless asserted it should not be binding based upon evidence obtained by the appellant after the settlement, which was readily available to appellant and could have been obtained as part of her due diligence prior to mediation and/or prior to signing and agreeing to the settlement. The Probate Court granted the motion by order dated December 22, 2022. Margaret Chapman filed a notice of intent to appeal on January 5, 2023.

This appeal should be dismissed on the following grounds:

1. The appeal was not timely filed. As set forth in § 62-1-308(a), the “notice of intention to appeal to the circuit court must be filed in the office of the circuit court and in the office of the probate court and a copy served on all parties not in default within ten days after receipt of written notice of the appealed from order, sentence, or decree of the probate court.” Here, the parties received written notice of the appealed from order on December 22, 2022. (Email from the Probate Court’s Law Clerk with order attached as Exhibit A). The notice of appeal was filed more than ten days later, and, therefore, was not timely.
2. Appellant has not perfected her appeal as required by § 62-1-308 in the following respects: (1) she has not ordered a transcript as required by § 62-1-308(c), and (2) she did not file a statement of issues on appeal within the deadline set by § 62-1-308(b). The deadline has passed for these events on January 16, 2023 (the next business day after 10 days from the service of the notice of intent to appeal) and February 6, 2023 (the next business day after 45 days from the receipt of written notice of the order). Appellant’s after the fact filing of a statement of issue on appeal on February 13, 2023 cannot correct these deficiencies.

An appellant who fails to follow the procedural requirements strips the court of appellate jurisdiction. *State v. Brown*, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004); *Great Games, Inc. v. S.C. Dep't of Revenue*, 339 S.C. 79, 83 n. 5, 529 S.E.2d 6, 8 n. 5 (2000); *see also* Rule 260(a), SCACR (requiring dismissal of an appeal when an appellant fails to comply with the Appellate Court Rules).

Given the above, this Court lacks jurisdiction to entertain this appeal and the appeal must be dismissed. The parties to this action have settled the underlying dispute at mediation, and it is time for all parties to move on.

**We so move:**

*s/ John R. Chase*\_\_\_\_\_

John R. Chase, SC Bar No. 1202  
Stafford J. McQuillin, III, SC Bar No. 78203  
HAYNSWORTH SINKLER BOYD, P.A.  
134 Meeting Street, 3rd Floor  
Charleston, SC 29401  
843.722.3366  
[jchase@hsblawfirm.com](mailto:jchase@hsblawfirm.com)  
[mmcquillin@hsblawfirm.com](mailto:mmcquillin@hsblawfirm.com)

*s/ Sarah P. Spruill*\_\_\_\_\_

Sarah P. Spruill, SC Bar No. 68337  
HAYNSWORTH SINKLER BOYD, P.A.  
ONE North Main, 2nd Floor  
Greenville, SC 29601-2772  
864.240.3220  
[sspruill@hsblawfirm.com](mailto:sspruill@hsblawfirm.com)

**We join in the motion:**

*s/ Daniel S. Slotchiver*\_\_\_\_\_

Daniel S. Slotchiver, SC Bar No. 15129  
Slotchiver & Slotchiver LLP  
751 Johnnie Dodds Blvd Suite 100  
Mt Pleasant SC 29464  
843.577.6531  
[dan@slotchiverlaw.com](mailto:dan@slotchiverlaw.com)

February 15, 2023

# Exhibit A to Motion to Dismiss Appeal

*12/22/2022 Email from Court with Order*

## McQuillin, Mac

---

**From:** Sydney M. Fowler <SFowler@charlestoncounty.org>  
**Sent:** Thursday, December 22, 2022 11:25 AM  
**To:** Chase, John; Daniel S Slotchiver; [watsonlawfirm@sc.twcbc.com](mailto:watsonlawfirm@sc.twcbc.com); David Michel; McQuillin, Mac; Stephen M Slotchiver  
**Cc:** Moody, Mary; Susan Mauldin; Tina L. Grooms; Alison Atwood; Eric G. Pettis  
**Subject:** Estate of Juleanne J. Bryan (2020-1005) - Order attached  
**Attachments:** Bryan, Juleanne 2020-ES-10-1005 Order Enforcing and Approving Settlement.pdf

Good morning,

Attached please find an executed Order in this case resulting from the hearing on 10/21/22. Certified copies will be sent as soon as possible. Please let me know if you have any questions or concerns.

Best regards and Happy Holidays,  
Sydney

Sydney M. Fowler, Esq.  
Judicial Law Clerk  
Charleston County Probate Court  
84 Broad Street  
Charleston, SC 29401  
Office: (843) 958-5194  
Fax: (843) 958-5044  
Email: [sfowler@charlestoncounty.org](mailto:sfowler@charlestoncounty.org)

STATE OF SOUTH CAROLINA )

IN THE PROBATE COURT )

COUNTY OF CHARLESTON )

CASE NUMBER: 2020-ES-10-1005 )

IN THE MATTER OF: )

THE ESTATE OF )  
JULEANNE JUDY BRYAN )  
(Decedent) )

**ORDER APPROVING AND  
ENFORCING SETTLEMENT,  
APPOINTING CO-PERSONAL  
REPRESENTATIVES, AND  
RELIEVING SPECIAL  
ADMINISTRATOR**

GRADY W. DUBOSE, )

Petitioner, )

vs. )

WADE WILSON JUDY, JOHN )  
THADDEUS JUDY, MARVIN LEE JUDY, )  
JR., MARVIN LEE JUDY, III, USAA )  
SAVINGS BANK, AMERICAN EXPRESS )  
NATIONAL BANK, COMCAST CABLE )  
COMMUNICATIONS, MARLETTE )  
SERVICING LLC/CROSS RIVER BANK, )  
MARGARET E. CHAPMAN, EAST COOPER )  
COMMUNITY OUTREACH, and )  
GRATEFUL GOLDEN RESCUE, )

Respondents. )

Date of Hearing:  
Presiding Judge:  
Petitioner:  
Petitioner’s Attorneys:  
  
Respondent:  
Respondent’s Attorney:  
Respondents:  
  
Respondents’ Attorneys:

October 21, 2022  
Irvin G. Condon  
Grady W. DuBose  
Daniel S. Slotchiver, Esq.  
Stephen M. Slotchiver, Esq.  
Margaret E. Chapman  
Johnny E. Watson, Esq.  
Wade Wilson Judy  
Marvin Lee Judy III  
John R. Chase, Esq.

Special Administrator: Stafford J. McQuillin III, Esq.  
David L. Michel, Esq.

1. A Hearing was held, via Zoom, on October 21, 2022, in reference to Petitioner Grady W. Dubose's and Respondents' Wade Wilson Judy and Marvin Lee Judy's Joint Motion to Enforce Mediation Settlement filed on September 22, 2022 ("Joint Motion to Enforce"), Wade Wilson Judy and Marvin Lee Judy's Joint Application for Appointment as Co-Personal Representatives, filed on August 30, 2022, and counsel's request to have the settlement approved by the Court following the mediation of this case, which occurred on August 22, 2022. Notice was properly given to all parties.
2. Present at the Hearing were Petitioner Grady W. Dubose and his counsel, Respondent Margaret E. Chapman and her counsel, and Respondents and Wade Wilson Judy and Marvin Lee Judy and their counsel.
3. On August 22, 2022, the above-captioned matter was mediated by Bradish Waring, Esq., which resulted in a settlement.
4. Petitioner, Respondents, and their counsel all signed a settlement agreement, which was attached as Exhibit A to the Joint Motion to Enforce.
5. "Settlement agreements are viewed as contracts between the parties." *Harris-Jenkins v. Nissan Car Mart, Inc.*, 348 S.C. 171, 177, 557 S.E.2d 708, 711 (Ct. App. 2001). "The [subject] agreement complies with the requirements of Rule 43(k), SCRCPP, because it was in writing and signed by the parties [and] their counsel." *Kinghorn as Tr. for the Mildred Ann Kinghorn Tr. dated 28 Apr. 2004 v. Sakakini*, 426 S.C. 147, 153, 825 S.E.2d 748, 750 (Ct. App. 2019) (noting that "Rule 43(k) applies to settlement agreements.").

6. Several weeks after the mediation and execution of the settlement agreement, Respondent Margaret E. Chapman through counsel requested a new mediation because “her decision to settle in part” was based on a statement made by opposing counsel at a mediation concerning opposing counsel’s ability to locate the purported notary involved in the subject will contest. (Exh. B to Joint Motion to Enforce).

7. This Court finds the mediation statements inadmissible under Rule 8 of the South Carolina Alternative Dispute Resolution Rules, which provides in pertinent part the following:

The parties and any other person present or participating shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial or other proceeding, any mediation communication disclosed in the course of a mediation, which shall include, but not be limited to:

(1) Views expressed or suggestions made by another party or any other person present with respect to a possible settlement of the dispute;

SC R ADR Rule 8.

8. However, even if the statement was admissible, Ms. Chapman has not set forth a valid basis to re-open the mediation and to ignore the binding settlement agreement; in fact, she has not sought such relief from this Court.

9. By way of background, the existence and identity of the notary were sought in discovery requests served by the parties on Ms. Chapman and were the subject of a two Motions to Compel, which were heard on April 5, 2022 and resulted in the Court ordering Ms. Chapman to provide the identity and existence of the notary on or before May 5, 2022. Ms. Chapman did not do so. Instead, several weeks after the mediation and signing of the settlement agreement, Ms. Chapman then decided to attempt to identify the notary, which was a simple as contacting the Secretary of State’s office. It was Ms. Chapman’s responsibility, not opposing counsels, to locate the notary

before participating in mediation and signing a binding settlement agreement. Ms. Chapman cannot ignore the binding settlement agreement by trying to bring in new evidence she could have easily obtained, and in fact was ordered to obtain, in advance of the mediation.

10. “It has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements.” *Kinghorn as Tr. for the Mildred Ann Kinghorn Tr. dated 28 Apr. 2004 v. Sakakini*, 426 S.C. 147, 152, 825 S.E.2d 748, 750 (Ct. App. 2019) (quoting *Rock Smith Chevrolet, Inc. v. Smith*, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992)). “There can be no doubt but that the trial court retains inherent jurisdiction and power to enforce agreements entered into in settlement of litigation before that court.” *Id.*

Accordingly, **THIS COURT HEREBY FINDS AND ORDERS** that the settlement agreement is binding and shall be enforced, and **FURTHER ORDERS AND APPROVES** the settlement terms and requirements, which are as follows:

- (a) Within thirty (30) days of the date of this order, the Estate of Juleanne Judy Bryan shall pay the sum of \$1,750,000.00 to Petitioner Grady W. Dubose, and the pictures in possession of the Special Administrator shall pass to Petitioner Grady W. Dubose;
- (b) Within thirty (30) days of the date of this order, the Estate of Juleanne Judy Bryan shall pay the sum of \$100,000.00 to Respondent Margaret E. Chapman;
- (c) All other property and remaining assets of the Estate of Juleanne Judy Bryan, known or unknown, shall pass to Respondents Wade Wilson Judy and Marvin Lee Judy, as the only remaining beneficiaries to the Estate of Juleanne Judy Bryan;
- (d) In exchange for said payments, Grady W. Dubose and Margaret E. Chapman on behalf of themselves, their heirs, executors, successors, assigns, hereby, irrevocably and unconditionally, release and discharge the Estate of Juleanne Judy Bryan, Wade Wilson

Judy and Marvin Lee Judy (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, attorneys' fees, executions, liabilities, debts, and all other obligations now existing or that may arise in any way concerning the Estate of Juleanne Judy Bryan of any matters concerning the above captioned case;

(e) In exchange for said payments, Wade Wilson Judy and Marvin Lee Judy on behalf of themselves, their heirs, executors, successors, assigns, hereby, irrevocably and unconditionally, release and discharge Grady W. Dubose and Margaret E. Chapman (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, attorneys' fees, executions, liabilities, debts, and all other obligations now existing or that may arise in any way concerning the Estate of Juleanne Judy Bryan of any matters concerning the above captioned case; and

(f) Any party who filed a lis pendens concerning real property of the Estate of Juleanne Judy Bryan shall file a cancellation of lis pendens within fifteen (15) days of the date of this order;

(g) Pursuant to their Joint Application for Appointment as Co-Personal Representatives and with the agreement of the parties, Wade Wilson Judy and Marvin Lee Judy are hereby appointed as Co-Personal Representatives of the Estate of Juleanne Judy Bryan and David L. Michel, Esq. is hereby relieved as Special Administrator of the Estate of Juleanne Judy Bryan.

**AND IT IS SO ORDERED.**



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**IRVIN G. CONDON**  
Judge of Probate  
Charleston County

This 22<sup>nd</sup> day of December 2022

Charleston, South Carolina

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE CIRCUIT COURT  
C.A. No. 2023-CP-10-00112

APPEAL FROM THE CHARLESTON  
COUNTY PROBATE COURT  
Case No. 2020-ES-10-1005

IN THE MATTER OF:

The Estate of Juleanne Judy Bryan, Decedent

Margaret Elaine Chapman,

Appellant,

v.

Grady W. DuBose, Wilson Wade Judy and  
Marvin Lee Judy, III,

Respondents.

**SUPPLEMENTAL MATERIALS SUBMITTED IN SUPPORT OF MOTION TO  
DISMISS APPEAL**

Respondents Wade Wilson Judy and Marvin Lee Judy, joined by Respondent Grady W. DuBose, hereby submit supplemental materials in further support of their motion to dismiss this appeal, as follows:

1. Affidavit of Doug Liperote. In this affidavit, the court reporter for the October 21, 2022 hearing on Respondents' motion to enforce the settlement confirms that the Appellant had not ordered the transcript as of February 17, 2023.
2. Order Dismissing Appeal in *Rice v. Rice*, 2020-CP-08-2737. In this order, Judge Roger M. Young dismissed an appeal from the Probate Court, finding that the Circuit Court lacked jurisdiction to hear the appeal after appellant failed to comply with the procedural requirements of S.C. Code Ann. § 62-1-308.

3. Public Index for this Matter. Reflecting all filings to date in this appeal.

Respectfully submitted,

s/ Sarah P. Spruill

John R. Chase, SC Bar No. 1202  
Stafford J. McQuillin, III, SC Bar No. 78203  
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s/ Daniel S. Slotchiver

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March 24, 2023

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

) AFFIDAVIT OF DOUG LIPEROTE  
)

Estate of Juleanne Judy Bryan )

2020-ES-10-1005 )

)  
)  
**PERSONALLY APPEARED** before me, who being duly sworn, deposes and says as follows:

1. My name is Doug Liperote. I am over the age of eighteen, and have personal knowledge of the facts stated herein.

2. I'm giving this affidavit freely and voluntarily with no promise in exchange for any monetary involvement in the above-referenced matter.

3. I'm am the owner of Spectrum Court Reporting and Legal Video located in Mt. Pleasant, South Carolina.

4. That my business was hired to provide Court Reporting services for a virtual hearing at the Charleston County Probate Court on October 21, 2022 at 11:00 a.m. in the above-referenced matter.

5. To date, the only attorney to order a transcript of the October 21, 2022 Charleston County Probate hearing in this matter is attorney Daniel Slotchiver, who did so on February 15, 2022.

6. As of the date of this Affidavit, no other individuals have contacted Spectrum Court Reporting and Legal Video to make arrangements for furnishing of the October 21, 2022 hearing transcript.

FURTHER Affiant sayeth naught.

SIGNATURE ON FOLLOWING PAGE

Doug Kiperote 2/17/23  
Doug Kiperote

SWORN TO BEFORE ME this 17<sup>th</sup>

day of February, 2023

R. York Pharr II (SEAL)  
NOTARY PUBLIC FOR State of South Carolina

MY COMMISSION EXPIRES: 3/1/2028



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BERKELEY )  
  
William Rice, )  
Appellant, )  
 )  
Vs. )  
 )  
Brett Rice and Matthew Rice, )  
Respondents. )  
\_\_\_\_\_ )  
 )

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
CASE NO. 2020-CP-08-2737

ORDER DISMISSING APPEAL

THIS MATTER CAME before the Court pursuant to Respondent’s Motion to Dismiss Appeal. For the reasons stated herein, Respondents’ motion is GRANTED.

1. On December 21, 2020, the Berkeley County Probate Court issued Orders adjudicating Appellant as incapacitated and appointing Respondents as Appellant’s guardian and conservator.
2. On December 29, 2020, Appellant filed a Notice of Intent to Appeal the Probate Court’s orders with this Court.
3. Rule 74, SCRCP provides “the procedure on appeal to the circuit court from the judgment of an inferior court ... shall be in accordance with the statutes providing such appeals.”
4. “Within forty-five days after receipt of written notice of the order, sentence, or decree of the probate court, the appellant must file with the clerk of the circuit court a Statement of Issues on Appeal (in a format described in Rule 208(b)(1)(B), SCACR) with proof of service and a copy served on all parties.” S.C. Code Ann. § 62-1-308(b) (2019).
5. An appellant who fails to follow the procedural requirements strips the court of jurisdiction over their appeal. State v. Brown, 358 S.C. 382, 387, 596 S.E.2d 39, 41 (2004). See also Rule 260(a), SCACR (requiring dismissal of an appeal when an appellant fails to comply with the Appellate Court Rules).

6. More than forty-five days have elapsed since Appellant's Notice of Appeal was filed and Appellant has failed to file a Statement of Issues on Appeal within the statutory time limit.

7. This Court has lost jurisdiction over the appeal and the appeal must be dismissed.

THEREFORE, it is ORDERED, ADJUDGED, and DECREED:

1. Respondents' Motion to Dismiss Appeal is GRANTED.
2. Appellant's Appeal from Probate Court is dismissed WITH PREJUDICE.
3. This matter is remitted back to the Berkeley County Probate Court for further proceedings.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Berkeley Common Pleas

**Case Caption:** William Rice VS Brett Rice

**Case Number:** 2020CP0802737

**Type:** Order/Dismissal

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-02-23 13:14:20 page 6 of 6



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**Margaret Chapman , plaintiff, et al VS Grady Dubose , defendant, et al**

<b>Case Number:</b>	2023CP1000112	<b>Court Agency:</b>	Common Pleas	<b>Filed Date:</b>	01/08/2023
<b>Case Type:</b>	Appeal	<b>Case Sub Type:</b>	Probate Court 940	<b>File Type:</b>	Non-Jury
<b>Status:</b>	Appeal	<b>Assigned Judge:</b>	Clerk Of Court C P, G S, And Family Court		
<b>Disposition:</b>		<b>Disposition Date:</b>		<b>Disposition Judge:</b>	
<b>Original Source Doc:</b>		<b>Original Case #:</b>			
<b>Judgment Number:</b>		<b>Court Roster:</b>			

Case Parties    Judgments    Tax Map Information    Associated Cases    **Actions**    Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Chapman, Margaret	NEF(03-15-2023 04:57:43 PM) Appeal/Designation of Matter	Filing		03/16/2023-08:15		
Chapman, Margaret	Designation of Matter to be Included in the Record on Appeal	Filing		03/15/2023-16:57		
Judy, Marvin Lee III	NEF(03-15-2023 01:19:19 PM) Appeal/Designation of Matter	Filing		03/15/2023-14:48		
Judy, Marvin Lee III	Designation of Matter to be Included in the Record on Appeal	Filing		03/15/2023-13:19		
Slotchiver, Daniel Scott	3/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/02/2023-09:21		
McQuillin, Stafford John III	3/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/02/2023-09:21		
Spruill, Sarah P.	3/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/02/2023-09:21		
Watson, Johnny Elliot Sr.	3/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/02/2023-09:21		
Judy, Marvin Lee III	NEF(02-15-2023 12:57:55 PM) Motion/Dismiss	Filing		02/15/2023-13:16		
Judy, Marvin Lee III	Motion/Dismiss Appeal	Motion		02/15/2023-12:57		
Judy, Marvin Lee III	Notice/Notice of Appearance	Filing		02/15/2023-12:57		
Dubose, Grady	NEF(02-15-2023 09:57:25 AM) Notice/Notice of Appearance	Filing		02/15/2023-09:58		
Dubose, Grady	Notice/Notice of Appearance	Filing		02/15/2023-09:57		
Chapman, Margaret	NEF(02-13-2023 11:47:12 AM) Statement/Statement	Filing		02/13/2023-13:55		
Chapman, Margaret	Statement of Issue on Appeal & Service	Filing		02/13/2023-11:47		
Chapman, Margaret	Appeal/Notice of Appeal (Workflow)	Action		01/18/2023-13:35		
Chapman, Margaret	Motion/Appeal	Motion	<a href="#">Judge DeBerry Virtual Motions Roster for March 28, 2023</a>	01/08/2023-13:35		
Chapman, Margaret	Notice of Appeal	Filing		01/08/2023-13:35		
Chapman, Margaret	Certificate Of Service Of Notice Of Intent To Appeal	Filing		01/08/2023-13:35		