

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

FEB 20 2024
SC Court of Appeals

Honorable H. Steven DeBerry, IV, Circuit Court Judge

Appellate Case No. 2023-000751

In the Matter of: The Estate of Juleanne Judy Bryan

Margaret Elaine Chapman Appellant,
V.

Grady W. Dubose, Wade Wilson Judy, and Marvin Lee Judy, III Respondent.

RECORD ON APPEAL

Johnny E. Watson, Esquire
P. O. Box 2305 (29202)
2715 Edgewood Avenue
Columbia, South Carolina 29204
(803) 400-1600 Phone
(803) 400-1200 Fax
jewatson.lwr@gmail.com
Attorney for Appellant

Daniel S. Slotchiver, Esquire
Slotchiver & Slotchiver
751 Johnny Dodds Blvd.
Mt. Pleasant, SC 29464
(843) 577-6531 Phone
(843) 577-0261 Fax
dan@slotchiverlaw.com
Attorney for Respondent

And

Stafford McQuillin, Esquire
Hanesworth, Boyd & Sinkler
P. O. Box 340
Charleston, SC 29402-0340
(843) 722-3366 Phone
(843) 722-2266 Fax
mmcquillin@hsblawfirm.com
Attorney for Respondent

INDEX

Order of the Probate Judge dated December 22, 2023 1

Order of the Circuit Court Judge April 6, 2023 7

Summons and Complaint of Respondent Grady W. Dubose for Common Law Marriage... 11

Transcript of virtual circuit court hearing 16

Death Certificate of Juleanne Judy Bryan 40

Will of Juleanne Judy Bryan 41

Inventory and Appraisement 52

Mediation Agreement of the parties 55

Proposed order of Appellant Margaret Chapman to Resume Mediation 59

Proposed order of the Respondents Enforcing the mediated agreement..... 67

December 28, 2022 letter from attorney John Chase serving order of probate judge 72

Notice of Intent to Appeal 73

Certificate of Notice of Intent to Appeal..... 75

SC Bar Attorney Information Search 76

Sample SC Court of Appeals Delinquency Notice letter 78

Respondents Motion to Dismiss Appeal 80

Respondent’s Supplemental Materials submitted in Support of Motion to Dismiss Appeal .. 85

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

RECEIVED
FEB 20 2024
SC Court of Appeals

/s/Johnny E. Watson
Johnny E. Watson, Sr.
Attorney at Law, SCB# 5967
P. O. Box 2305 (29202)
2715 Edgewood Avenue
Columbia, South Carolina 29204
(803) 400-1600 Phone
(803) 400-1200 Fax
Jewatson.lwr@gmail.com
Attorney for Appellant

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)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

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.

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

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), 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

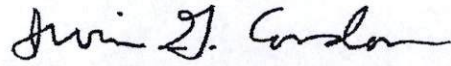
Judy and Marvin Lee Judy (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, 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.

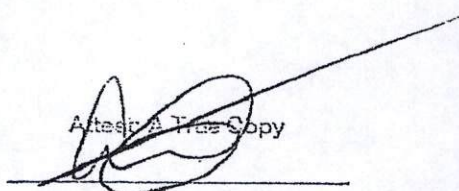
AND IT IS SO ORDERED.



IRVIN G. CONDON
Judge of Probate
Charleston County

This 22nd day of December 2022

Charleston, South Carolina



Attest: A True Copy

Clerk Probate Court

Charleston County, South Carolina

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,

**ORDER DISMISSING APPEAL FOR
LACK OF JURISDICTION**

Appellant,

v.

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

Respondents.

RECEIVED

MAY 04 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.

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

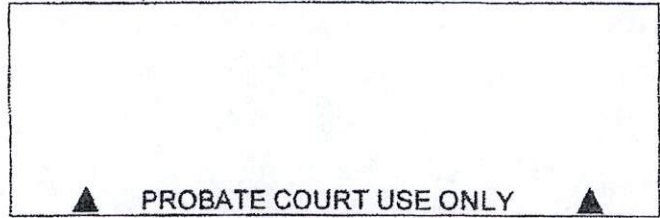
Electronically signed on 2023-04-06 12:43:16 page 4 of 4

STATE OF SOUTH CAROLINA

COUNTY OF: CHARLESTON

IN THE MATTER OF:
JULEANNE JUDY BRYAN

Decedent Alleged Incapacitated Individual



IN THE PROBATE COURT
CASE NUMBER 2020-ES-10-1005

GRADY W. DUBOSE,

Petitioner(s),

SUMMONS

vs.

WADE WILSON JUDY

Respondent(s).*

2020-09-17 10:07

*For Guardianship/Conservatorship matters, you must include the alleged incapacitated individual as a Respondent.

TO THE RESPONDENT(S) LISTED ABOVE:

YOU ARE HEREBY SUMMONED and required to Answer the Petition in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Petitioner(s) listed above at the following address(es):

Please Type or Print.

David L. DeVane, Attorney
Ben F. Mack, Attorney
110 N. Main Street
Summerville, SC 29483

Your Answer must be served on the Petitioner at the above address within **thirty (30) days** after the service of this Summons and Petition upon you, exclusive of the day of such service; and if you fail to answer the Petition within that time, judgment by default will be rendered against you for the relief demanded in the Petition.

Signature of Petitioner(s)/Attorney for Petitioner(s)

Date: September 17, 2020

SCCA 401PC (01/2019)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
IN THE MATTER OF:)
)
JULIANNE JUDY BRYAN,)
(Decedent))
)
GRADY W. DUBOSE,)
)
Petitioner)
)
-versus-)
)
WADE WILSON JUDY,)
)
Respondent.)
_____)

IN THE PROBATE COURT
CASE NUMBER: 2020-ES-10-1005

COMPLAINT

The Petitioner would say unto this Honorable Court as follows:

1. The Petitioner is a citizen and resident of the State of South Carolina, County of Charleston and has resided in said county and state for a period in excess of one year prior to the commencement of this action.
2. The Respondent is the Personal Representative of the Estate of Julianne Judy Bryan pursuant to the Order of the Charleston County Probate Court in case number 2020-ES-10-1005.
3. The Petitioner alleges and says that a common law marriage existed, at the time of the death of the decedent, between the Petitioner and the decedent, pursuant to The codification of common law marriage at §20-1-360, 2014, S.C. Code of Laws, 1976, as amended, wherein the South Carolina Legislature did not expressly codify common law marriage but recognized the institution by exception to the general requirements to obtain a marriage license.

4. The Petitioner is informed and believes that the Supreme Court of South Carolina in the case of *Stone v. Thompson*, as issued on July 24, 2019, abolished common law marriage in South Carolina for all marriages entered into subsequent to its entry on July 24, 2019.

5. The Petitioner is informed and believes that he entered into a common law marriage with the deceased, Julcenne Judy Bryan, prior to the date of the filing of the Order in *Stone v. Thompson* on July 24, 2019.

6. The Petitioner is informed and believes that the Petitioner and the deceased held themselves out to be husband and wife and that they both had maintained the mutual assent required to approve a common law marriage and as a result, this Honorable Court should enter its Order finding that a common law marriage was entered into between the Petitioner and the deceased prior to July 24, 2019.

7. The Petitioner is informed and believes that the parties entered into a common law marriage prior to July 24, 2019, pursuant to their agreement to act hold themselves out to the community as husband and wife and their intention to be husband and wife during the period of their relationship.

8. The Petitioner and the decedent cohabitated as husband and wife holding themselves out in the community as husband and wife and intended to be considered husband and wife.

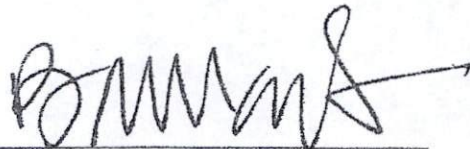
9. The Petitioner and the decedent, intended to enter into a common law marital relationship by mutual consent and each party intended to be married to the other and understood the other's intent. The Petitioner maintains that he and the deceased mutually intended to be married to one another and that this Court should declare the

existence of a common law marriage entered into the Petitioner and the deceased prior to July 24, 2019.

10. The Petitioner is informed and believes that this Honorable Court should issue its Order finding that a common law marriage existed between the Petitioner and the deceased, having been entered into prior to the abolition of common law marriage in South Carolina on July 24, 2019.

WHEREFORE the Petitioner prays judgment as follows:

- a. For an Order of this Honorable Court finding that the Petitioner and the deceased entered into a common law marriage by mutual consent and that said common law marriage was entered into prior to July 24, 2019 and continued into existence until the time of the death of the deceased.

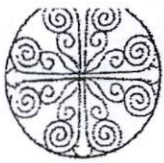


Ben F. Mack
David L. DeVane
110 N. Main Street
Summerville, SC 29483
843-285-7100

Attorneys for the Petitioner

Summerville, South Carolina

September 17, 2020



DEVANE
MACK
ATTORNEYS AT LAW

110 NORTH MAIN STREET
SUMMERVILLE, SC 29483
843-255-7100
FAX 843-285-7199

September 17, 2020

BEN F. MACK
Attorney at Law
Family Court Mediator
ben@devanemacklaw.com

Charleston County Probate Court
Clerk of Court
100 Broad Street
Charleston, SC 29401

RE: The Estate of Juleanne Judy Bryan
Charleston County Probate Court
Case Number: 2020-ES-10-1005

2020 SEP 17 10:07

Dear Clerk:

Enclosed please find an original and two copies of the Petition for Elective Share, Summons and Complaint in regards to the above referenced matter. Please file the original and return the copies to our office in the self addressed stamped envelope provided.

Sincerely,

Karen Johnston
Paralegal to Ben F. Mack

1 THE COURT: So if I understand correctly, that brings us
2 to number 25, which is case number 23-CP-10-112, Margaret
3 Chapman v. Grady Dubose and others. Probate Court appeal, is
4 that right?

5 MR. MCQUILLIN: Yes, Your Honor. This is Mac McQuillin.
6 I think we still get (indiscernible).

7 THE COURT: All right. And unfortunately, I don't know
8 why, but it sounds like we're having this echo issue again.
9 It seems like what might fix that is if you're not -- if
10 you're not talking, just leave yourself muted. Certainly,
11 that means you can hear but just not talk. And then whenever
12 you need to talk, if you'll unmute yourself, and we'll be
13 happy to hear from you.

14 So having said that, I'm not sure who wants to start this
15 off and tell us what we're --

16 All right. Mr. Slotchiver?

17 MR. SLOTCHIVER: Thank you, Judge. If I can beg the
18 Court's indulgence just to provide a little bit of background
19 about the case so you'll understand what we're dealing with.

20 THE COURT: Please do.

21 MR. SLOTCHIVER: This is a will contest case, essentially
22 an estate contest case. And there were three parties
23 involved. I represent Whitney (phonetic) Dubose, who claims
24 that he was common-law married to the decedent. Mr. McQuillin
25 and Mr. Chase, they represent the intestate heirs, who dispute

1 there was a marriage and have asserted that there was no will.
2 Mr. Chapman represents -- excuse me, Mr. Watson represents a
3 Mrs. Chapman, who claims that she has a will. So we have
4 three very opposed parties who have been involved in
5 litigation over this matter to determine who will be
6 successful.

7 There's been significant discovery that was done. There
8 were motions to compel. And one of the things that has
9 bearing on this is that Mr. Watson's client was required to
10 turn over information such as who is the notary. That never
11 took place.

12 That being said, with the court's encouragement, the
13 parties entered into a mediation setting. And at the
14 mediation were all of the parties. All of the lawyers were
15 involved. And the other person who was present was the
16 special administrator whose name is David Michel. David
17 Michel is not with us today. He has been removed as the
18 special administrator because he is now the associate probate
19 judge. But at the time of the hearing, he was involved.

20 At the mediation -- and this is undisputed, the case was
21 resolved amongst all parties. It was the mediation agreement.
22 All parties, all lawyers signed off on it as required under
23 the rules. It's what has happened since then that has led us
24 to this appeal.

25 And Your Honor, one more thing by way of background, then

1 I'll jump into the positions we have. We have submitted to
2 the Court a copy of the transcript. And interestingly, when
3 Mr. Michel was questioned about what he wanted to say, his
4 comment was, I was there for the opening statements; this is
5 what occurred. Mr. McQuillin said, I can't find the notary.
6 Remember we talked about the notary a few minutes ago, where
7 the court had ordered they pass it over. Mr. Watson's
8 response was, I'm saying the notary was not known and again,
9 was not discovered until after the fact, meaning after the
10 mediation was over and concluded and agreed upon.

11 And the last part that I'll reference, then I'll move on,
12 was that Mr. Chase made the comment that had there been no
13 notary at all, it would not have affected the purported
14 validity of the will. The will could have been presented and
15 testimony obtained from the two witnesses that are required by
16 law, and that's it. You don't have to have a notary. And the
17 argument that you have to have a notary, it's irrelevant,
18 which we would agree with by way of law.

19 That being said, after the mediation was resolved, Mr.
20 Watson's client refused to comply with the terms of the
21 mediation and wanted to go back because they learned new
22 information that they had not been aware of and had not looked
23 at prior to the mediations.

24 We filed a motion with the Probate Court to enforce the
25 mediation agreement because it complied with the rules. Judge

1 Condon heard the motion here in Charleston, and he agreed with
2 us that it complied with the rules. There was no basis to
3 overturn it. The mediation agreement is enforced.

4 It was then appealed by Mr. Watson's client, and that's
5 where we are today. And the reason we are in front of you is
6 not to argue the appeal but to argue that the appeal should be
7 dismissed for multiple, multiple failures to follow the rules.
8 And I will set them forth before the Court.

9 The first argument we have asserted is that the appeal
10 was not timely filed. And there is case law that supports
11 notice by email is notice. It starts the clock running. And
12 the appeal was not timely filed. It just wasn't. And I think
13 it's quite clear.

14 But if we get past that, even if the Court determined
15 that that was not correct, which we don't believe it will, the
16 appeal did not perfect the appeal -- or the appellant did not
17 perfect the appeal. And I've got several rule violations I
18 wanted to point out to the Court.

19 First, the appellant did not order the transcript as
20 required under 62-1-308(c). He still never ordered the
21 transcript, as we sit here today. We ordered the transcript
22 much later, and we presented an affidavit to the Court from
23 the court reporter that he was never requested to provide a
24 transcript from the appellant which is required under the
25 rule.

1 Number 2, the appellant did not file a statement of
2 issues on appeal within the deadline set forth under 62-1-
3 308(b). Number 3, the appellant did not file his brief as
4 required by 62-1-308(e). And Your Honor, it still hasn't been
5 filed. And the fourth one is failure to file and serve the
6 record on appeal on the parties as required under 62-1-308(f).
7 So under the appellate rules of the Probate Court, we now have
8 four different rules that were violated.

9 Our position, Judge, based on case law and the rules is
10 that failure to follow procedural requirements strips the
11 Appellate Court of jurisdiction to hear the appeal. And that
12 has been set forth, and we briefed it, Your Honor under State
13 v. Brown, which is 596 S.E.2d 99 (sic). It's under page 99.
14 Under Great Games Inc. v. South Carolina Department of
15 Revenue, 529 S.E.2d, page 6. And also it's enumerated under
16 Rule 260 subsection (a), South Carolina Appellate Rules of
17 Procedure, requiring the dismissal of an appeal when the
18 appellant files (sic) to comply with the rules.

19 So it leaves us with the only issue that we can see,
20 which is whether or not the Court can in some manner rescue
21 the appellant for failing to comply with the rules. We don't
22 believe they can. This has been addressed also, Your Honor.
23 And this was addressed under USAA Property and Casualty Inc.
24 v. Clay (phonetic), which is 60 S.E.3d 791 (phonetic). And
25 this is a South Carolina case, where it states the requirement

1 that if a party misses a deadline -- where it sets forth that
2 if a party misses the deadline, the Appellate Court lacks
3 jurisdiction to consider the appeal and has no authority to
4 rescue the delinquent party.

5 Your Honor, from a purely technical standpoint, there are
6 multiple, multiple layers of rule violations. And as we know,
7 the rules that we have to follow are set forth for a reason.
8 They're based on case law, based on statute. There are
9 appellate rules that have to be followed in order to have an
10 organization as to how we proceed. This isn't one. This is
11 multiple rules that we believe that were violated that cannot
12 be fixed, that cannot be perfected. And we're asking -- and I
13 know Mr. McQuillin's going to want to speak also. He
14 represents a different client. But on behalf of my client,
15 and I think they join, we're asking that the appeal be
16 dismissed for failure to comply with the rules. Thank you,
17 Your Honor.

18 THE COURT: All right.

19 MR. MCQUILLIN: Good morning, Judge. This is Mac
20 McQuillin. John Chase and I, and Haynsworth Sinkler Boyd,
21 join in Mr. Slotchiver's motion. We represent the respondents
22 of Wilson Wade Judy and Marvin Lee Judy (phonetic). And
23 simply stated, this appeal should be dismissed because the
24 Court lacks jurisdiction because the appellant has failed to
25 comply with the procedural appellate requirements in the

1 probate statute.

2 And Your Honor is probably familiar, at least in the
3 civil context -- John Chase is the real probate guru, at least
4 in our firm. I litigate a lot of cases; but in a civil
5 context, if you don't file your appeal within 30 days, that's
6 jurisdictional. And in the context of Probate Court, if you
7 don't follow the procedural requirements of the Probate Court
8 statute, the court lacks jurisdiction.

9 And so the statute that we're talking about here today is
10 62-1-308. And it has several requirements in it. One is the
11 notice of intention to appeal to the Circuit Court must be
12 filed in the office of the Circuit Court and the office of the
13 Probate Court and a copy served on all parties within ten days
14 after receipt of written notice of the order appealed from.

15 In this particular case, the order that was appealed was
16 emailed by the court to Mr. Watson on December 22, 2022. Mr.
17 Watson did not timely file a notice of appeal within ten days
18 of receiving a copy of that order. In the case of Wells Fargo
19 v. Fallon, the South Carolina Supreme Court held that an email
20 providing notice of an order triggers the time for appeal.
21 And the case cite here is 422 S.C. 211. So that's procedural
22 requirement number 1 that was fouled up, was he didn't file
23 his notice of appeal within ten days of receiving the order
24 from the Probate Court. And we've attached that email in our
25 joint motion to dismiss.

1 That wasn't the only procedural screw-up here. Under 62-
2 1-308(b), it says within 45 days after receipt of written
3 notice of the order from the Probate Court, the appellant must
4 file with the Circuit Court a statement of issues on appeal.
5 The statement of issues on appeal was not timely filed within
6 45 days of written notice of the order.

7 That's not the only screw-up. 62-1-308(c) says where a
8 transcript of the testimony and proceedings in the Probate
9 Court was prepared, the appellant shall, within ten days after
10 date of service of the notice of intent to appeal, make
11 satisfactory arrangements with the court reporter for
12 furnishing the transcript.

13 Your Honor, we filed a supplemental memorandum last week
14 in support of our motion to dismiss and have included an
15 affidavit of Doug Liperote, I think is his name -- or [Lip-er-
16 o], who was the court reporter. And in his affidavit, he
17 says, my business was hired to provide court reporting
18 services for a virtual hearing at the Charleston County
19 Probate Court on October 21st, 2022, at 11 a.m. To date, the
20 only attorney to order a transcript of the hearing in this
21 matter was Atty. Dan Slotchiver, who did so on February 15th.

22 So the court reporter assigned a sworn statement that Mr.
23 Watson, the appellant, did not timely make arrangements and
24 has never reached out to him to obtain a copy of the
25 transcript. And so that deadline is when Mr. Watson files his

1 notice of appeal, he has ten days to reach out to the court
2 reporter, says shall. He didn't do that. And we've got an
3 affidavit that supports that.

4 Again, though, Judge, that is not the only procedural
5 mess-up here. Under subsection (e) of 62-1-308, it says at
6 the same time appellant serves his designation of matter to be
7 included in the record on appeal, the appellant shall serve
8 one copy of his brief on all parties to the appeal. It is
9 undisputed that Mr. Watson did file a designation of matter to
10 be included in the record on appeal. But he did not, as
11 required, file his brief with the court.

12 So he didn't timely file his notice of appeal. He didn't
13 timely file the statement of issues on appeal. It's
14 undisputed, based on the sworn testimony of the court reporter
15 he didn't make any arrangements to request the transcript.
16 And he's never filed a brief, as required by the probate
17 statute.

18 We have, in addition to the affidavit of the court
19 reporter, in our supplemental memo we included a recent order
20 issued by Judge Roger Young, the chief administrative judge
21 here in Charleston County, dismissing an appeal for identical
22 grounds. In that order, Judge Young says quote, "an appellant
23 who fails to follow the procedural requirements strips the
24 court of jurisdiction over this appeal". And he cites the
25 State v. Brown, 358 S.C. 382. And again, that order is

1 included with our memorandum. We included a copy of that.
2 And we're happy to submit a similar order of dismissal that
3 tracks Judge Young's order as well.

4 But Your Honor, this is really a simple case. There are
5 multiple procedural requirements, and the case law is very
6 clear. If an appellant fails to follow the procedural
7 requirements in a probate appeal, this Court is stripped of
8 jurisdiction. Its jurisdictional, and the action must be
9 dismissed. And so there's all sorts of independent and
10 alternative grounds for this Court to dismiss the appeal
11 because like I said, the notice wasn't timely filed.
12 Statement of issues on appeal weren't timely filed. The
13 transcript was never requested. A brief has never been filed
14 with this court. So it's not just one procedure. Nearly all
15 of them have been missed in this case.

16 And I appreciate Mr. Slotchiver for doing the background
17 because coupled with the fact that we have all these -- that
18 the procedural requirements haven't been followed and this
19 Court doesn't have the jurisdiction, the appeal on its face --
20 and I know we're not here to argue that today, but it's
21 absolutely frivolous.

22 We've mediated this case with Brad Waring. All of the
23 parties and the lawyers signed the mediation settlement
24 agreement. A month after the mediation, Mr. Watson finds the
25 name of this notary and wants to undo the settlement

1 agreement. So Judge Condon properly enforced the settlement
2 agreement.

3 Judge, this is akin to me settling a rec case at a
4 mediation on behalf of a defendant and then a month later
5 going on the plaintiff's Facebook and finding out they've gone
6 on a trip somewhere and said, ah we don't want to pay you that
7 much; we saw after the fact that you went somewhere. That's
8 not how the process works.

9 And so we would -- I think particularly in light of the
10 background but most importantly the fact that this Court
11 cannot hear the appeal, and it must be dismissed because the
12 procedural requirements have not been followed. And as such,
13 the Court lacks jurisdiction. And I don't know if my
14 colleague and probate guru, John Chase, has anything to add.

15 MR. CHASE: Your Honor, the only comment I would add to
16 these excellent arguments presented by Mr. Slotchiver and Mr.
17 McQuillin is that the witness, the notary was Mr. Watson's own
18 witness. I wish to emphasize that point. This is not someone
19 whose name we had suggested. It was Mr. Watson's requirement
20 to notify us of the name, address, and other contact
21 information for his witnesses. And he could not do so. It
22 was at that point that mediation was held, and only
23 subsequently did Mr. Watson come out and say the man's name.
24 His name in the will itself was illegible.

25 That was my only comment, Your Honor.

1 THE COURT: Mr. Watson, I'd be happy to hear from you.

2 MR. WATSON: Can you hear me, Your Honor?

3 THE COURT: Yes, sir.

4 MR. WATSON: May it please the Court.

5 THE COURT: Okay.

6 MR. WATSON: Your Honor, what they are saying make it
7 sound like we have no reason at all to be here, but that's
8 clearly not the case. Number one, we've done everything on a
9 timely basis. If you look at the notice of intent to appeal
10 that was filed, you will see that on December 28th, Mr. John
11 Chase sent notice of the hearing. He sent by snail mail, by
12 normal mail, the notice of a hearing. That's the first time I
13 received notice of a hearing.

14 All of this took place during the context of Christmas
15 and New Year's celebrations. The order was issued by the
16 probate judge while I was on vacation on December 22nd. And
17 between the December 22nd period and when I filed -- when I
18 learned of this order and filed my notice of intent to appeal,
19 we had Christmas, and we had New Year's. We had two major
20 holidays.

21 Nonetheless, everything was still timely, because if you
22 look at the notice of intent to appeal, John Chase mailed it
23 on December 28th. I filed my notice of appeal by January 5th.
24 So clearly, this is timely by this way that I received
25 notification.

1 Now they're alleging that the Probate Court itself sent
2 notification prior to that, on December 22nd, when the judge
3 issued the order. I have since been able to locate such an
4 order, but I found out also that that order was emailed to an
5 old email address that I do no longer use. And that is not
6 the email address I have registered with the South Carolina
7 bar. So the only real notice of the order that can be
8 enforced is the order that I received from Mr. Chase. And if
9 you followed that time line, Your Honor, everything falls in
10 order. That's the time line I base everything on, and
11 everything falls in order from there.

12 And they talk about perfecting the appeal and the lack of
13 a transcript. A transcript is only required when one is
14 necessary. No transcript was necessary in this case. The
15 reason no transcript was necessary because the dispute is what
16 happened during the mediation process itself several months
17 after the hearing that he is referring requesting a transcript
18 about. And that hearing that he is referring to the
19 transcript about, Judge Condon asked me to find case law that
20 backed up my theory that mediation could be reopened. I did
21 not find a case. But I did provide legal arguments. And my
22 full legal argument is in direction of appeal, along with Mr.
23 Slotchiver's argument. So everything the courts needed to
24 know to settle this case is already in the record.

25 But continuing, again, so if you follow my time line,

1 you'll see that everything fell in place. They gave me 45
2 days to file the notice of issues on appeal. Look at it,
3 right there in the record. If you look at my time line, that
4 was done within 45 days. And both of us were supposed to file
5 the designation of matters in the record on appeal within 30
6 days. I filed mine first. He never filed his until after I
7 filed mine. So he's sitting on -- I'm untimely that,
8 therefore, he's committed the same error.

9 Again, as I outlined the briefs, the full matter is
10 already briefed on appeal. The essence is after the
11 mediation, my client discovered that some grossly -- that some
12 flat-out lies or gross errors were made and intended to
13 influence my client, and it did. So I'm asking the Court --
14 and I'm not asking -- all I'm going to ask the Court is to
15 continue the mediation to let us continue discuss in light of
16 the new facts. Again, that's getting on the appeal itself.
17 But procedurally, I have done nothing wrong if you take my
18 time line and not this order that they say that I received
19 that I didn't receive.

20 THE COURT: How about the filing of a brief?

21 MR. WATSON: Again, the filing of the brief was supposed
22 to occur when I filed my record on appeal as it was filed
23 within 30 days of designation of matter on appeal. And I
24 again filed my designation that John hadn't filed what he
25 wanted it in the record on appeal, so I really didn't know

1 what he wanted. I didn't know that he thought a transcript
2 was necessary. I didn't think one was necessary, and I still
3 don't think one is necessary. I don't think the transcript
4 was going to give anything that's not already known and what
5 we have.

6 And again, there was no -- that was a virtual proceeding
7 where the judge just discussed everything and wind up saying,
8 okay, if you can find a case law, let me know. And then the
9 judge ultimately -- that hearing was back in October. The
10 judge issued this order on December 22nd, while I was on
11 vacation. So that just would be -- I would stand by the fact
12 that I am timely on everything except for that point. And
13 again, I was going to ask the Court to give us a scheduling
14 order that would be less than 30 days, then for me to supply
15 my brief and finish the appeal.

16 THE COURT: All right.

17 Mr. Slotchiver, is there anything you'd like to
18 (indiscernible)?

19 MR. SLOTCHIVER: Yes. So very briefly, Your Honor.
20 Thank you for accommodating us and your patience today.

21 I think it's noteworthy that the first comment from Mr.
22 Watson was that while the court did, in fact, issue its order
23 on December 22nd, he was on vacation. It was during
24 Christmas. It was during the holidays.

25 And Judge, I lost you on the screen. Can you hear me?

1 Okay. I see you --

2 THE COURT: Yes, sir.

3 MR. SLOTCHIVER: -- there. Okay. It kind of phased out
4 for a second. I don't know why.

5 But I thought that was noteworthy. And I understand
6 things happen over vacation periods. But as the practice of
7 law requires, we're required to follow, and we do get emails.
8 And we know about it. So the fact that it happened on a
9 vacation doesn't -- there's no rule that says between
10 Christmas and New Year's, there's a gap, and it's stayed. The
11 rules still apply. He acknowledged twice in his argument that
12 he knows the court issued the order on December 22nd. That's
13 the time line. That's when it starts.

14 Second thing I wanted to address, Your Honor, is the
15 email. And he stated that the email that the court sent it to
16 was an old email. That's an email that's been used with the
17 court throughout the process. They were copied, they were
18 noticed. Emails to that email address resulted in Mr. Watson
19 appearing at hearings or appearing on the telephone. It's not
20 an old email. It might be a secondary email. But by no means
21 is it an old email. It was an active email.

22 The last thing I wanted to address, Your Honor, on his
23 argument is that the process of the appeals sets forth certain
24 rules. We know that. And that's what we've discussed in our
25 arguments, myself and Mr. McQuillin. It sets forth certain

1 requirements. One of them is to get a transcript. Mr.
2 Watson's position is that it's not necessary. Not only is it
3 required by the rules, but also the appeal is not an appeal of
4 the mediation. And he's kind of dismissed Judge Condon's
5 court hearing where he heard arguments. The appeal is not for
6 the dismissal of mediation. The appeal is of the judge's
7 order. And therefore, it certainly would be required, and it
8 is required that you get a transcript from the hearing of
9 Judge Condon to determine whether or not what he did was wrong
10 because that's what appeals are. And in this case, he never
11 asked for the transcript. He's missed the deadline.

12 And the last thing I'll say, Your Honor, is that waiting
13 for the other side to submit designations, it's his appeal.
14 And the time requirements are there for a reason. And they
15 just have not been followed in this case. And the fact that
16 he -- as we see it, he could have gotten the notary before.
17 He could have asked about it before. He had the opportunity
18 to do all of those things before mediation or even during
19 mediation. It was about an eight-hour-long mediation. But we
20 all know that what happens in mediation is not talked about.
21 It cannot be. It's kind of sacrosanct, number one. And
22 number two is that he failed to do those things that he could
23 have done in advance of mediation or during mediation. And he
24 learned new information later on, and now he wants to go back
25 to the drawing table, which we don't believe would be

1 appropriate. And it's not sanctioned by the rules. And we
2 believe that because he hasn't followed the requirements
3 that -- frankly, Your Honor, this one's a little easier than a
4 lot of them -- if you don't follow the requirements, your
5 appeal gets dismissed. And we would ask you to do that, and
6 we're happy to submit to you an order.

7 MR. WATSON: Your Honor, the rules that a transcript of
8 testimony and proceedings in the Probate Court was prepared.
9 He just said there wasn't one -- one wasn't prepared until
10 February. And he requested one in February. There was none
11 prepared, and so then one wasn't necessary.

12 MR. SLOTCHIVER: To be clear, Your Honor, it was never
13 requested. It wasn't our requirement to request it. It's the
14 appellant's requirement to request it. We went ahead months
15 and months later, after he (indiscernible) to the deadline, we
16 requested it so that we could show it to your court so you'd
17 have an opportunity, if so inclined, to see it and to see
18 exactly what happened. And I think what's relevant is the
19 same line which I had referenced earlier, which is Mr.
20 Watson's very comment, that the notary was not known and again
21 was not discovered until after the fact, that's on him. Your
22 Honor, to understand how he found out who the notary is --

23 MR. WATSON: Your Honor --

24 MR. SLOTCHIVER: -- he contacted --

25 MR. WATSON: -- this is --

1 MR. SLOTCHIVER: -- the Secretary of State and they told
2 him.

3 MR. WATSON: He's arguing merits, Your Honor. And again,
4 I have arguments on the merits, too. This is not the time for
5 the merits. We specified those arguments in our briefs,
6 already. He knows my position, and I know his. But he is
7 saying we are here because of procedures. And I followed
8 everything, procedurally when I received the transcript.

9 MR. SLOTCHIVER: Your Honor, I think from a procedural
10 standpoint, he did not follow the rules. He did not do what's
11 required of him. He stripped the court of jurisdiction even
12 to hear the case at this point for multiple reasons.

13 I think Mr. McQuillin wants to say something, but that's
14 all I've got. And thank you, Your Honor, for letting me
15 comment.

16 THE COURT: Thank you, sir.

17 Mr. McQuillin?

18 MR. MCQUILLIN: Yes, Judge. Just a couple points.

19 First, let's assume Mr. Watson was on vacation. Let's
20 assume that was an old email. Let's assume he filed his
21 notice of appeal and statement of issues on appeal timely. He
22 still missed other procedural requirements, one being, which
23 Your Honor picked up on, is it's undisputed. He has not filed
24 his brief yet with this Court, even though the statute says,
25 at the time appellant serves his designation of matter to be

1 included in the record on appeal, the appellant shall -- not
2 may -- the appellant shall serve one copy of his brief on all
3 parties to the appeal and file it with the clerk of the
4 Circuit Court with the proof of service. That has never
5 happened. So he's missed that procedural requirement. That's
6 jurisdictional.

7 Now, going back to this transcript. He said, I don't
8 think a transcript's necessary, acting like he's appealing the
9 mediation. This is what the statute says about whether it's
10 necessary. This is a quote. "Where a transcript of the
11 testimony and proceedings in the probate court was
12 prepared" -- it's undisputed; it was prepared in this case --
13 "the appellant shall, within ten days after service of his
14 notice of intent to appeal, make satisfactory arrangements
15 with the court or court reporter for furnishing the
16 transcript". Again, it is undisputed based on the affidavit
17 of the court reporter, that that has not occurred.

18 And so assuming for the sake of argument that Mr. Watson
19 didn't get the order. That email doesn't work. Assume all
20 that's true. He still didn't request the transcript within
21 ten days after filing his notice of appeal. And it is
22 undisputed that he has not filed his brief.

23 Mr. Watson's comment that we somehow didn't timely file
24 something, one, that's not true. Your Honor can look at the
25 public index and see that on the same day Mr. Watson filed his

1 designation of matters on appeal just to preserve everything
2 in the event it wasn't dismissed, the parties did that as
3 well. So respondent has timely filed everything with respect
4 to this appeal.

5 But going back to the original thing, this is a very
6 simple case. If an appellant in a Probate Court appeal fails
7 to comply with the procedural requirements of the appeal, this
8 court lacks jurisdiction. Assuming everything Mr. Watson has
9 said is true today, it is still undisputed that he never
10 requested the transcript within ten days of filing his notice
11 of appeal and that he has never filed his brief at the same
12 time he filed his designation of matters on appeal.

13 And for these reasons, Your Honor, we respectfully
14 request that you dismiss the appeal for lack of jurisdiction,
15 for failure to follow the procedural requirements. And as Mr.
16 Slotchiver indicated, we're happy to prepare a proposed order
17 that tracks with the order that we've submitted to the Court
18 issued by Judge Roger Young dismissing an appeal on the very
19 same grounds. Thank you, Judge.

20 MR. WATSON: And one final comment, Your Honor, again, it
21 goes back to that key statement. When a transcript of
22 testimony and proceedings in the Probate Court was prepared.
23 If there was a hearing and a transcript was prepared, fine.
24 But there's no transcript. These are just oral arguments that
25 we agreed to make in our briefs. So that wasn't necessary. I

1 have nothing further.

2 THE COURT: Thank you, Mr. Watson.

3 MR. WATSON: Thank you.

4 THE COURT: I have the documents here printed out. And
5 certainly, I want to take a look at what's been filed. I
6 hopefully can do that this afternoon and let you know how I
7 rule as soon as possible. All right.

8 MR. MCQUILLIN: Thank you, Your Honor.

9 THE COURT: All right.

10 MR. SLOTCHIVER: Thank you, Your Honor.

11 THE COURT: (Indiscernible) have a good day.

12 (End of Transcript of Record)

13

14

15

16

17

18

19

20

21

22

23

24

25

STATE OF SOUTH CAROLINA
CERTIFICATION OF VITAL RECORD

DEATH CERTIFICATION

STATE FILE NUMBER : 139-20-022592

DECEDENT'S NAME: *JULEANNE JUDY BRYAN*

AKA's: NA

ARMED FORCES: NO

DATE OF BIRTH: DECEMBER 21, 1956

TYPE OF PLACE OF DEATH: DECEDENT'S HOME

NAME AND ADDRESS OF PLACE OF DEATH: 2650 GOLDBUG AVENUE, SULLIVAN'S ISLAND, SC 29482

PLACE OF DISPOSITION: RIVERVIEW MEMORIAL PARK

DISPOSITION LOCATION: NORTH CHARLESTON, SOUTH CAROLINA

METHOD OF DISPOSITION: BURIAL

DECEDENT'S RESIDENCE: 2650 GOLDBUG AVENUE, SULLIVAN'S ISLAND, CHARLESTON COUNTY, SC 29482

PLACE OF BIRTH: SOUTH CAROLINA

SEX: FEMALE

SOCIAL SECURITY NUMBER: 248-04-6285

AGE: 63 YEARS

COUNTY OF DEATH: CHARLESTON

MARITAL STATUS: DIVORCED (AND NOT REMARRIED)

SURVIVING SPOUSE'S NAME: NA

FATHER'S NAME: MARVIN LEE JUDY

MOTHER'S NAME PRIOR TO FIRST MARRIAGE: HAZEL GODWIN

INFORMANT'S NAME: MARVIN LEE JUDY III

MAILING ADDRESS: 1423 ALDEN DRIVE, CHARLESTON, SC 29407

FUNERAL HOME: J. HENRY STUHR FUNERAL CHAPEL, 232 CALHOUN ST., CHARLESTON, SC, 29401

FUNERAL DIRECTOR: ROBERT E. PARKS

EMBALMER'S NAME: LAWRENCE RICE

ACTUAL OR PRESUMED DATE OF DEATH: Est MAY 20, 2020 to MAY 21, 2020

ACTUAL OR PRESUMED TIME OF DEATH: NOT LISTED

CAUSE OF DEATH - PART I

RESPIRATORY DEPRESSION

BILATERAL PULMONARY EMBOLI

RELATIONSHIP: NEPHEW

LICENSE NUMBER: 1703

LICENSE NUMBER: 1719

MANNER OF DEATH: NATURAL

OTHER SIGNIFICANT CONDITIONS - PART II:

NA

CORONER CONTACTED? YES

AUTOPSY PERFORMED? YES

AUTOPSY AVAILABLE? YES

DATE OF INJURY: NA

TIME OF INJURY: NA

INJURY AT WORK? NA

PLACE OF INJURY: NA

LOCATION OF INJURY: NA

HOW THE INJURY OCCURRED?

NA

CERTIFIER NAME AND TITLE: DEPUTY CORONER MICHAEL S. BOWERS LICENSE NUMBER: NA

CERTIFIER'S ADDRESS: 4000 SALT POINTE PARKWAY, NORTH CHARLESTON, SC, 29405

DATE FILED: JUNE 02, 2020

DATE OF ISSUANCE: JUNE 02, 2020

SPECIAL INSTRUCTIONS:

NA

SC08521248

This is a true certification of the facts on file in the Division of Vital Records, SC Department of Health and Environmental Control.

Richard K. Toomey

Richard K. Toomey, DHA, FACHE
Director and State Registrar

Angella P. Saleeby

Angella P. Saleeby
Assistant State Registrar

This is watermarked paper. Do not accept without noting watermark. Hold to light to verify watermark.

Revision Date: 04/25/2019



**LAST WILL AND TESTAMENT
OF
JULEANNE JUDY BRYAN**

KNOW ALL MEN BY THESE PRESENTS: I, JULEANNE JUDY BRYAN, a resident of Sullivan's Island, County of Charleston, State of South Carolina, being of legal age and of sound mind and disposing memory, not acting under duress or undue influence, but mindful of the uncertainty of this life and knowing that one cannot escape death, for the purpose of making disposition upon my death, of my entire estate, real, personal and mixed, and any estate which I may have power to dispose of whatever situate, whether owned and possessed by me at the date of execution here of or acquired by and through me after such date, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all other Wills and Codicils by me heretofore made.

1. I am single and have no children.

2. I direct my Personal Representative to pall all my just debts expenses of last illness and funeral expenses as soon as is practicable after my death, and I hereby authorize my Personal Representative, hereinafter appointed, to settle and discharge, in his or her absolute discretion, any claims made against my estate. However, this provision shall not extent the statute of limitations for the payment of debts, or enlarge upon my legal obligation or any statutory duty of my Personal Representative to pay debts.

Page 1 of 11
JULEANNE JUDY BRYAN

JJB

JCB

JCB

JCB

3. I direct that all estate, inheritance, succession, death or similar taxes assessed with respect to my estate herein disposed of, or any part thereof, or any bequest or devise contained in this my Last Will and Testament, or on any insurance upon my life or on any other property held jointly by me with another, or on any transfer made by me during my lifetime or on any other property or interests in property included in my estate for such tax purposes be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee, or owner of any such property included in my estate for such tax purposes.
4. I give, devise and bequeath all my interest in my primary residence located at 2650 Goldbug Avenue, Sullivan's Island, County of Charleston, State of South Carolina subject to any mortgages or encumbrances thereon, and all policies and proceeds of insurance covering such property to my friend MARGARET ELAINE CHAPMAN, of Ravenel, County of Charleston, State of South Carolina, to have as a gift, to keep and live in, if she so chooses. With hopes that she may experience the joy and comfort it has provided me over the years. If she does not survive me, my home must be sold, the proceeds are to be donated, to GRATEFUL GOLDEN RESCUE of Myrtle Beach, County of Horry, State of South Carolina.
5. I give, devise and bequeath the sum of five hundred (\$500.00) dollars as a donation to EAST COOPER COMMUNITY OUTREACH of Mount Pleasant, County of Charleston, State of South Carolina.
6. I give, devise and bequeath the sum of one thousand (\$500.00) dollars as a donation to GRATEFUL GOLDEN RESCUE of Myrtle Beach, County of Horry, State of South Carolina.

Page 2 of 11

JULIANNE JUDY BRYAN

JJR

JJC

AW

AM

7. I give, devise and bequeath all the rest, residue and remainder of my estate, whether real, personal or mixed, tangible or intangible, whatever situate, and whether acquired before or after the execution of this my Last Will and Testament, absolutely in fee simple absolute, to my friend, MARGARET ELAINE CHAPMAN, of Ravenel, County of Charleston, State of South Carolina, If she should predecease me, all the rest, residue and remainder of my estate , whether real, personal, or mixed, tangible or intangible whatever situate, and whether acquired before or after the execution of this my Last Will and Testament, must be sold, the proceeds are to be donated to EAST COOPER COMMUNITY OUTREACH of Mount Pleasant, County of Charleston, State of South Carolina.
8. In the event any person or entity, regardless of status or relation to me, contests or attacks this my Last Will and Testament or any of its provisions, for any reason, that contesting person/entity and any person/entity conspiring with him/her/it shall be prohibited from benefiting from my estate in any way, shape, or manner, whatsoever. Any such person or entity whether a contestant or ~~conspiracy~~ ^{is/shall be} disinherited. I want the greatest deterrence against any interference with my estate plan that the law allows.
9. I hereby nominate, constitute and appoint as personal representative of this Last Will and Testament my friend, MARGARET ELAINE CHAPMAN, of Ravenel, County of Charleston, State of South Carolina, possessing all the power and authority directed by statute, and accordance with the provisions of this my Last Will and Testament, and direct that she shall serve without bond or necessity of Court approval. In the event she predeceases me or for any reason is unable or unwilling to

Page 3 of 11
JULIANNE JUDY BRYAN

JJR

RC

DM

AM

serve as personal representative, then I hereby request that the court appoint an administrator to oversee and manage my estate.

10. By way of illustration and not of limitation, and in addition to any inherent, implied or any statutory powers granted to Personal Representatives generally, My Personal Representative is specifically authorized and empowered with respect to any property, real or personal, tangible or intangible, at any time held under provisions of this my Last Will and Testament: To allot, allocate between principle and income borrow, buy care for, collect, compromise claims, contract with respect to, continue any business of mine, invest, lease, manage, mortgage, grant and exercise options with respect to possession of, pledge, receive, release, repair, sell, sue for and in general, defend against claims of a lawsuit, to exercise all of the powers in management of my estate which any individual could exercise in the management of similar property owned in his/her own right, upon such terms and conditions as my personal representative may deem proper or necessary to carry out the purpose of my Last Will and Testament, without being limited in any way by the specific grants or powers.

A. To request, ask, demand, sue for, recover, collect, receive and hold and possess all such sums of money, debts due, commercial paper, checks, drafts, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposits, annuities, pensions and retirement benefits, insurance benefits, and proceeds, any and all documents of title accounts, choses in action, personal property, including contents of any safe deposit or lock box, whatever situate, intangible and tangible property, real property,

Page 4 of 11

JUR
JULIANNE JUDY BRYAN
XC Q W

property rights and demands whatsoever, liquidated or unliquidated, owned by or due, owing, payable or belonging to, me at the time of my death or in which I have or may hereinafter acquire interest, and whether acquired before or after the execution of this my Last Will and Testament, to have, use and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recovery thereof and to adjust, deliver for me, on my behalf, and in my name, all endorsements, acquittances, releases, receipts or other, sufficient discharges for the same, all without court approval.

B. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have, or to which I may hereafter acquire the legal right, power or capacity to exercise or perform in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever.

C. To lease, purchase, sell, exchange, and to acquire, and to agree, bargain and contract for the lease, exchange an acquisition of, and to accept, take, receive and possess, any real or personal property whatsoever, tangible or intangible, or interest thereon on such terms and conditions and under such covenants, as said Personal Representative shall deem proper, to subdivide, develop or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration; all without court approval.

Page 5 of 11

JULIANNE JUDY BRYAN

JJB

JCB

(Q)

JJB

- D. To maintain, repair, improve, manage, insure, rent, to eject, remove or relieve tenants or other persons from, protect, preserve, remove, store, build on, raze, rebuild, modify or improve, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me in my behalf, and in my name and under such terms and conditions, and under such covenants, as said personal representative deems proper.
- E. To conduct, engage in and transact any and all lawful business of whatever nature or kind for me, on my behalf and in my name, and to do any and all things deemed needful or appropriate by my representative, including the power to incorporate the business and to put additional capital into the business, for such time as personal representative shall deem advisable, without liability for loss resulting from the continuance or operation of the business, and to close out, liquidate, or sell the business at such time and upon such terms as personal representative shall deem best.
- F. To settle, adjust, dissolve, windup or continue any partnership or other entity in which I may own a partnership or equity interest at the time of my death, subject, however, to the terms of any partnership or other agreement to which I am a party at the time of death. I authorize my Personal Representative to continue in any partnership or other entity for such periods and upon such terms as thy shall determine. My Personal Representative shall not be disqualified by reason of being a partner, equity owner or title

JJB

JCB

JJB

JJB

holder in such firm from participation on my behalf of my estate in any dealings herein authorized to be carried on between my Personal Representative and the partners or equity owners of any such partnership or other entity.

- G. To purchase or otherwise acquire and to retain any and all stocks, bonds, notes, or other securities, or shares or interests in investment trusts and common trust funds, or in any other property, real, personal or mixed, as my Personal Representative may deem advisable, whether or not such investments or property be of the character permissible by fiduciaries, without being liable to any person for such retention or investments.
- H. To make receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of titles, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts, and deposit instruments relating to accounts or deposits in, or certificates of deposit of, banks, savings and loan, or other institutions or associations, proof of loss, evidence of debts, release and satisfaction of mortgages, liens, judgments, security agreements and other debts and obligations and such other instruments in writing of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

Page 7 of 11

JULEANNE JUDY BRYAN

JJB

JC

Qu

WMA

I. To sell, exchange, assign, transfer and convey any security or property, or interests whatsoever, whether real or personal, whether tangible or intangible, held in my estate, or in any trust, of which I am the owner, at a public or private sale, at such time and price and upon such terms and conditions, for cash or credit, as my Personal Representative may deem advisable and for the best interest of my estate, or any trust, this authority over my assets held in whole or in part in my name, without limitation: (i) all securities, whether or not publicly traded, representing any interest in any corporation, general or limited partnership, joint venture, mutual fund or other collective corporation, or other business entity or enterprise; (ii) all cash, deposits, securities accounts, and any and all types of accounts and depository instruments with any bank, trust company, building and loan association, securities dealer or investment advisors, or other financial institution wherever situated; (iii) any monies, checks, drafts or other instruments payable to me or my order; (iv) any mortgages, quit-claim, promissory notes of any type, assignments, pledges, security interest in any property, accounts receivable, and any obligation owed to me by anyone; and (v) the right to assign any income to which I may be entitled from whatever source, including social security income, any other government benefits, royalty income, retirement. I hereby waive any requirement of issuing summons, giving notice of any hearing, conducting or holding any such hearing, filing bond or other security, or in any way obtaining court authority or approval for any such sale, exchange, assignment, transfer or conveyance of any real or personal property.

J. To appear for me in all actions and legal proceedings to which I may be a party in any court in any jurisdiction of the United States Of America or in any

Page 8 of 11

JULIANNE JUDY BRYAN

JJB

JCB

JJB

JJB

foreign jurisdiction and to act for me therein without order of any court as fully as I could do personally if I were present and including, without limitation, to enter into any settlement of any such act in on my behalf and to give releases, indemnities, and other promises binding me with respect thereto; to commence or maintain legal actions and proceedings of any type in my name and to sign and verify in my name all complaints, petitions, answers and other pleadings of every description.

K. To apply for a Certificate of Title upon, and endorse and transfer the title thereto, any automobile, truck, pick-up, van, motorcycle or other motor vehicles and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrance, except those specifically set forth in such transfer assignment.

L. To employ persons, including attorneys, auditors, investment advisors, or agents, even if they are associated with the personal representative in performance of his administrative duties; act without independent investigation upon their recommendations; and instead of acting personally, employ one or more agents to perform any act of administration, whether discretionary.

11. If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affection the remaining parts of such provision or the remaining provisions of this instrument.

Page 9 of 11

JULEANNE JUDY BRYAN

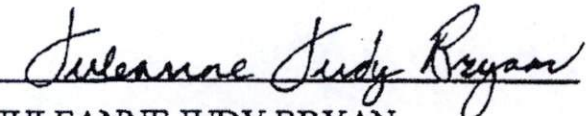
JAR

ZC

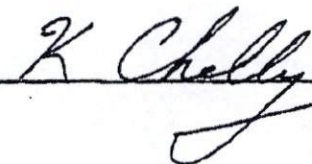
(Signature)

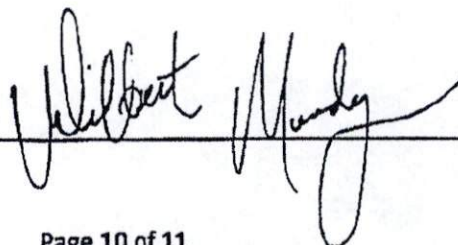
(Signature)

12. I, **JULEANNE JUDY BRYAN**, the Testatrix, sign my name to this instrument this 19TH day of April, 2019, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and that I sign it willingly, that I execute it as my free and voluntary act for the purpose therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


JULEANNE JUDY BRYAN

WE, WITNESS A, and WITNESS B, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and that she signs it willingly, and that each of us, in the presence and hearing of the Testatrix, hereby signs this Will as witnesses to the Testatrix's signing, and that to the best of our knowledge the Testatrix is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


WITNESS A


WITNESS B

Page 10 of 11
JULEANNE JUDY BRYAN

JJB

KC





STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SUBSCRIBED, sworn to, and acknowledged before me by JULEANNE JUDY BRYAN, the Testatrix, and subscribed and sworn to before me by WITNESS A, and WITNESS B, witnesses, this 19TH day of April, 2019.

[Signature] (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 28, 2027

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY, APPEARED before me, WITNESS A, and made oath that s/he saw the within named, JULEANNE JUDY BRYAN, sign, seal, and as her act and deed execute the within written Last Will and Testament and that s/he with WITNESS B witnessed the execution thereof.

(SEAL)

[Signature]
WITNESS A

SWORN TO before me this
19TH day of April, 2019

[Signature]
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 28, 2027

[Initials] [Signature] [Signature]

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

CHARLESTON

COUNTY OF: CHARLESTON)

INVENTORY AND APPRAISEMENT: PROBATE PROPERTY

ORIGINAL
 AMENDED #

(must restate the unchanged information from the original inventory)

IN THE MATTER OF:)
THE ESTATE OF JULEANNE JUDY BRYAN)
(Decedent))

CASE NUMBER: 2020-ES-10-1005

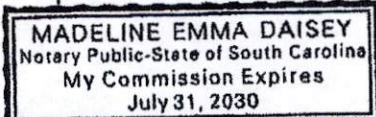
File the original inventory and appraisal with the Probate Court within ninety (90) days following the fiduciary appointment. A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. An Amended Inventory should be utilized for correcting, adjusting or adding to an original inventory, and must restate the unchanged information from the original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

Schedule A - Real Estate.....	\$4,674,000.00
Schedule B - Stocks and Bonds	\$0
Schedule C - Notes Due Decedent and Cash.....	\$0
Schedule D - Insurance on Decedent's Life - Payable to the Estate.....	\$0
Schedule E - Jointly Owned Property	NA
Schedule F - Other Miscellaneous Assets.....	\$TBD
Schedule G - Transfers During Decedent's Life Payable to the Estate.....	\$0
Schedule H - Powers of Appointment Payable to the Estate	\$0
Schedule I - Annuities and Retirement Accounts Payable to the Estate	\$TBD
GROSS VALUE OF PROBATE ESTATE	\$4,674,000

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 20th day of
November, 2020
[Signature]
Notary Public for South Carolina
My Commission Expires: 7/31/2030



Personal Representative
Signature: [Signature]
Print Name: Wade Wilson Judy
Address: 1432 Alden Drive
Charleston, South Carolina 29407
Telephone (Work): _____
(Home): _____
(Cell): _____
(Email): _____

Attorney: J. Abraham Gutting, Esq.
Address: 652 Coleman Blvd., Ste. 200
Mount Pleasant, South Carolina 29464
Telephone: (843) 856-4488
Email: abe.gutting@bustbyars.com

Co-Personal Representative
Signature: _____
Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
(Email): _____

(If none, so state)

A. REAL ESTATE in Decedent's name alone or tenants in common (not as joint with right of survivorship). Describe each property by listing its full address, tax map number, deed book and page and description consistently (house, lot, buildings, acreage). Also list oil / mineral rights and time shares, if it is real property. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance section below	% Owned by Decedent	Fair Market Value of Decedent's Interest
1. Please see Schedule A, attached.	See attached.	\$4,674,000
2.		
3.		
B. STOCKS, BONDS in Decedent's name alone or tenants in common (not as joint with right of survivorship). List each type of security and number of shares.		
1. None.		
2.		
3.		
C. CASH, BANK ACCOUNTS, NOTES RECEIVABLES in Decedent's name alone or as tenants in common. List each separate account type and institution and the last two digits of each account. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds.		
1. TBD	100%	TBD
2.		
3.		
D. LIFE INSURANCE payable to the Decedent's estate.		
1. None.		
2.		
E. JOINTLY OWNED PROPERTY -- REPORTING IS NOT REQUIRED		N/A
F. ALL OTHER MISCELLANEOUS PERSONAL PROPERTY in Decedent's name alone or as tenants in common. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled (Include year/make/model/VIN, if applicable), airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets		
1. Household goods and furnishings	100%	TBD
2.		
4.		
G. TRANSFERS DURING DECEDENT'S LIFE PAYABLE TO ESTATE ONLY Any transfers intended to take effect at death if payable to the Estate shall be reported. A trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc.		
1. None.		
2.		
H. POWERS OF APPOINTMENT PAYABLE TO THE ESTATE ONLY List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate.		
1. None.		
I. ANNUITIES AND IRA, ETC. PAYABLE TO THE ESTATE ONLY List any annuities or retirement accounts owned by the Decedent and payable to the Estate.		
1. None.		
2.		

TOTAL PROBATE ESTATE VALUE

\$ 4,674,000

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., but not general debts of the estate).

List debts of the Decedent secured by assets on the above schedule and describe the debt and the specific asset encumbered.

1. None.

2.

TOTAL ENCUMBRANCES

\$ 0

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF: CHARLESTON)

INVENTORY AND APPRAISEMENT: PROBATE PROPERTY

ORIGINAL

AMENDED #

(must restate the unchanged information from the original inventory)

IN THE MATTER OF:)

THE ESTATE OF JULEANNE JUDY BRYAN)
(Decedent))

CASE NUMBER: 2020-ES-10-01005

A. **REAL ESTATE** in Decedent's name alone or tenants in common (not as joint with right of survivorship). Describe each property by listing its full address, tax map number, deed book and page and description consistently (house, lot, buildings, acreage). Also list oil / mineral rights and time shares, if it is real property. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance section below

% Owned
by Decedent

Fair Market Value of
Decedent's Interest

	% Owned by Decedent	Fair Market Value of Decedent's Interest
1. 1521 Balsam Street, Charleston, SC 29407; TMS Number 350-07-00-047; Deed Book C454, at Page 291, and Deed Book 0505, at Page 462, and Deed Book 0583, at Page 034; house and lot.	100%	\$147,000
2. 1525 Balsam Street, Charleston, SC 29407; TMS Number 350-07-00-046; Deed Book C454, at Page 291, and Deed Book 0505, at Page 462, and Deed Book 0583, at Page 034; house and lot.	100%	\$151,000
3. 1533 Balsam Street, Charleston, SC 29407 and 711 Locust Street, Charleston, SC 29407; TMS Number 350-07-00-077; Deed Book 0505, at Page 462; two (2) houses and lot.	100%	\$300,000
4. 1527 Evergreen Street, Charleston, SC 29407; TMS Number 350-07-00-014; Deed Book C386, at Page 385, and Deed Book C386, at Page 394; house and lot.	100%	\$71,000
5. 2650 Goldbug Avenue, Sullivan's Island, SC 29482; TMS Number 529-07-00-011; Deed Book E-179, at Page 1, and Deed Book K234, at Page 527; house and lot.	100%	\$2,350,000
6. 1621 Jessamine Road, Charleston, SC 29407; TMS Number 351-12-00-079; Deed Book 0505, at Page 462; house and lot.	100%	\$300,000
7. 4115 Marilyn Drive, North Charleston, SC 29418; TMS Number 408-08-00-102; Deed Book 0505, at Page 462; house and lot.	100%	\$140,000
8. 5454 Pennsylvania Avenue, North Charleston, SC 29406; TMS Number 471-01-00-272; Deed Book 0505, at Page 462; house and lot.	100%	\$165,000
9. 5448 Pennsylvania Avenue, North Charleston, SC 29406; TMS Number 471-01-00-271; Deed Book 0505, at Page 462; house and lot.	100%	\$150,000
10. 2305 Cameron Blvd., Isle of Palms, SC 29451; TMS Number 571-09-00-036; Deed Book 0505, at Page 462; house and lot.	100%	\$900,000

August 22, 2022

Re: The Estate of Juleanne Judy Bryan.
Case No.: 2020-ES-10-1005

SETTLEMENT STATEMENT

The Estate of Juleanne Judy Bryan, Decedent, Grady W. DuBose, Petitioner, Margaret Chapman, Wade Wilson Judy and Marvin Lee Judy, III, have agreed to settle all claims made or which could have been made against the Estate for the payment of the sum of One Million Seven Hundred Fifty Thousand and 00/100 (\$1,750,000.00) Dollars from the Estate payable to Grady W. DuBose and One Hundred Thousand Dollars (\$100,000.00) to Margaret Chapman. Margaret Chapman, Grady W. DuBose, Wade Wilson Judy and Marvin Lee Judy, III will release all claims made or which could be made against the Estate of Juleanne Judy Bryan in return for a full, final and complete Release of all claims against the Estate and each other. Said payments to be made within thirty (30) days of the Court Order to Grady W. DuBose and to his counsel, Slotchiver & Slotchiver, LLP and Margaret Chapman and her counsel, Johnny E. Watson. Counsel for the Judy parties will prepare final settlement documents. The Release will contain standard confidentiality provisions. The parties will work cooperatively in drafting all final documents. Once, the settlement monies are paid and settlement documents are executed, the Parties agree to enter a Stipulation/Order of Dismissal with Prejudice. All parties agree not to appear to contest the adjudication of common law marriage. Lastly, the pictures in possession of the special administrator will pass to Whitney DuBose. All properties and remaining assets will pass to Wade Wilson Judy and Marvin Lee Judy, III. The parties will split the fees and costs of the mediation.

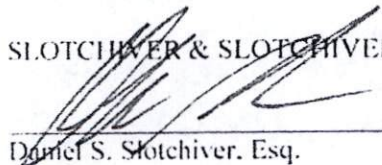
Agreed this 22nd day of August, 2022.

Grady W. DuBose *Margaret Chapman* *Wade Wilson Judy*


EX-A

WE SO AGREE:

SLOTCHIVER & SLOTCHIVER, LLP



Daniel S. Slotchiver, Esq.



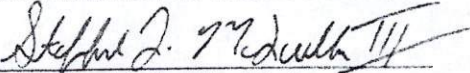
Grady W. DuBose


Counsel for Grady W. DuBose

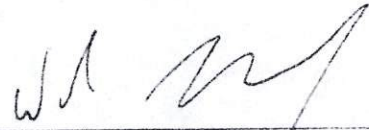
EX-A

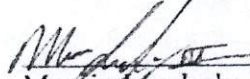
WE SO AGREE:

HAYNORTH SINKLER BOYD, PA


Stanford J. McQuillin, III, Esq.


John R. Chase, Esq.


Wade Wilson Judy

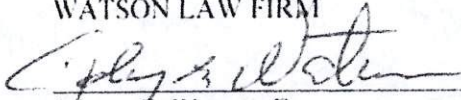

Marvin Lee Judy, III

Counsel for Wade Wilson Judy and Marvin Lee Judy, III

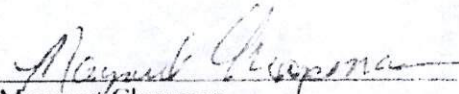
EX-A

WE SO AGREE:

WATSON LAW FIRM



Johnny E. Watson, Esq.



Margaret Chapman

Counsel for Margaret Chapman

65428155.v1

EX-A

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT OF THE
NINTH JUDICIAL CIRCUIT

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT
OF THE NINTH JUDICIAL CIRCUIT

IN THE MATTER OF:)

CASE NUMBER: 2020-ES-10-1005

THE ESTATE OF JULEANNE JUDY)
BRYAN, Decedent.)

GRADY W. DUBOSE,)
)
Petitioner,)

ORDER GRANTING PETITIONER,
MARGARET CHAPMAN'S REQUEST
TO RESUME MEDIATION IN THIS
CASE

V.)

WADE WILSON JUDY, ET. AL.)
)
Respondents.)

And)

MARGARET ELAINE CHAPMAN,)
)
Respondent.)

Date of Hearing: N/A
Trial Judge: Honorable Irving Condon
Attorneys for the Petitioners: Daniel Slotchiver, Stanford McQuillin and John Chase
Attorney for the Respondent: Johnny E. Watson
Court Reporter: N/A

This matter was before the Court on a motion of Petitioner, Grady W. Dubose, by and through his attorney, Daniel Slotchiver, Esquire and Respondents, Wade Wilson Judy and Marvin Lee Judy, by and through their attorneys, Stafford J. McQuillin, III, Esquire and John R. Chase, Esquire, to enforce the mediation settlement in this case.

STATEMENT OF THE CASE:

This case involves three claims to the estate of the decedent, Juleanne Judy Bryan. The claims of Wade Wilson Jude and Marvin Lee Judy are based on the intestacy of the decedent, the claim of Grady Dubose is based on his claim to be the common law husband of the decedent and Margaret Chapman's claim is based on her claim to be the beneficiary of the estate by virtue of the will of the decedent.

The parties conducted discovery to the extent that they chose to do so. The parties thereafter met at the office of attorney Bradish Waring for him to mediate the case on August 22, 2022. The parties were able to reach a settlement agreement dividing the estate of the decedent.

Thereafter Ms. Chapman sought to reconvene the mediation after learning that certain assertions made during the course of the mediation, on which she relied, were totally false.

The attorneys for the other parties thereafter filed a motion to enforce the original settlement agreement.

QUESTION PRESENTED:

WOULD IT BE AN ABUSE OF DESCRETION FOR THE PROBATE JUDGE TO ORDER THE PARTIES TO RESUME THE SETTLEMENT NEGITIONS AFTER THE PARTIES CONCLUDED THE MEDIATION OF THE CASE WITH A WRITTEN AGREEMENT APPROVED BY ALL OF THE PARTIES, WHEN ONE OF THE AGREEING PARTIES WITHDREW HER APPROVAL OF THE AGREEMENT AFTER THE MEDIATION BUT BEFORE THE ARGEEMENT WAS APPROVED BY THE PROBATE JUDGE:

STATEMENT OF THE LAW:

A, **SECTION 62-3-1102.** Procedure for securing court approval of compromise.

The procedure for securing court approval of a compromise is as follows:

(1) The terms of the compromise shall be set forth in an agreement in writing which shall be executed by all competent persons and parents acting for any minor child having beneficial interests or having claims which will or may be affected by the compromise. Execution is not required by any person whose identity cannot be ascertained or whose whereabouts is unknown and cannot reasonably be ascertained.

(2) Any interested person, including the personal representative or a trustee, then may submit the agreement to the court for its approval and for execution by the personal representative, the trustee of every affected testamentary trust, and other fiduciaries and representatives.

(3) Upon application to the court and after notice to all interested persons or their representatives, including the personal representative of the estate and all affected trustees of trusts, the court, if it finds that the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by fiduciaries or other representatives is just and reasonable, shall make an order approving the agreement and directing all fiduciaries subject to its jurisdiction to execute the agreement. Minor children represented only by their parents may be bound only if their parents join with other competent persons in execution of the compromise. Upon the making of the order and the execution of the agreement, all further disposition of the estate is in accordance with the terms of the agreement.

B. “The cardinal rule of statutory interpretation is to determine the intent of the legislature.

...The legislature’s intent should be ascertained primarily from the plain language of the statute.

the circuits court may not disturb the probate court’s findings of fact unless a review of the record discloses there is no evidence to support them. ...

When faced with an undefined statutory term, the court must interpret the term in accord with usual and customary meaning.” *Univ. of Southern California v. Moran (1990 – 1991)*.

C. In order to establish a claim for fraud in the inducement to enter a contract, a party must establish the following by clear and convincing evidence:

- (1) a representation;
- (2) its falsity;
- (3) its materiality;
- (4) either knowledge of its falsity or a reckless disregard of its truth or falsity;
- (5) intent that the representation be acted on;

- (6) the hearer's ignorance of its falsity;
- (7) the hearer's reliance on its truth;
- (8) the hearer's right to rely thereon; and
- (9) the hearer's consequent and proximate injury.

M/ B. Kahn Constr, Go. V. S.C.Nat'l Bank of Charleston, 275 S.C. 381, 384, S.E. 2d 414, 415 (1980); Turner v. Milliman, 381 S.C. 101, 671 SE2d 636.

D. An abuse of discretion occurs when a court's order is controlled by an error of law or there is no evidentiary support for the court's factual conclusions. *Fairchild v. S. C. Dept of Transp, 398 s. c. 90, 727 SE 2d 407 (2012).*

APPLICATION OF THE LAW IN THIS CASE:

A. S. C. code Ann. 62-3-1102 clearly allows competent persons having beneficial interests to enter a written agreement settling their claims to property of the estate. There was such an agreement entered in this case. (Exhibit A).

It further allows any such person to then may submit the agreement to the court for its approval and for execution. The court **may** then **approve** the agreement **if it finds that the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by fiduciaries or other representatives is just and reasonable**, shall make an order approving the agreement

In this case the contest or controversy is in good faith. It involves the claims of three distinct parties to the property of the Estate of Juleanne Judy Bryan. The nephews of the decedent claim their interest through the intestacy statutes of this state, Mr. Grady Dubose claims to be the common law husband of the decedent and Margaret Chapman claims to be the beneficiary through the decedent's will.

The court must then decide if the agreement upon the interests of persons represented by fiduciaries or other representatives is **just and reasonable**.

In this case the parties were able to reach an agreement for the division of the estate. The consent of the Respondent, Margaret Chapman, at the mediation, to the agreement was based almost entirely on the assertion of the attorney for one of the parties that, “there were no notaries in the State of South Carolina with the notary date of the notary public on the will in this case” and that, “they had a handwriting expert who compared the signature on the will and the signature was not that of the decedent, Juleanne Judy Bryan”. Both of those statements were false statements since Ms. Chapman’s attorney was able to locate the South Carolina Notary Public who notarized the will after the mediation agreement by the parties. (Exhibit B).

While the discovery of the notary public does not mean that Ms. Chapman automatically inherits the entire estate since the execution of the will could still be challenged, it clearly puts Ms. Chapman in a stronger negotiation posture.

Upon learning of the blatant misrepresentations by one of the attorneys during the negotiations/mediation, Ms. Chapman now seeks to withdraw her consent to the agreement and respectfully asks this court to not approve the existing agreement and to allow the parties to resume the negotiations in light of the fact that the notary is now known who witnessed the decedent sign the will.

The agreement is clearly neither just or reasonable in light of the intentional or negligent misrepresentations by one of the attorneys for a party so the parties should be allowed to resume the negotiations as justice requires.

B. The cardinal rule of statutory interpretation is to determine the intent of the legislature.

...The legislature’s intent should be ascertained primarily from the plain language of the

statute.

The statute's clear language is that the court **may** then **approve** the agreement **if it finds that the contest or controversy is in good faith and that the effect of the agreement upon the interests of persons represented by fiduciaries or other representatives is just and reasonable.**

The agreement is clearly not reasonable since there was fraud in the inducement to enter the agreement due to the blatant misrepresentations during the negotiations as previously noted.

C. There was clearly fraud in the inducement to enter the agreement in this case based on the following:

- (1) the representations during the negotiations that there was no notary public in South Carolina with the notary date in question in this case and that they had an expert who declared the decedent's signature on the will to be fraudulent;
- (2) its falsity is based on the fact that the Secretary of State was able to locate the application of the notary who witnessed the execution of the will and the information regarding the notary was provided to the attorneys. (Exhibit C);
- (3) the falsity is material because, if true, Ms. Chaplin's claim to the property of the estate would be null and void and give her little power to assert her position during the negotiations as evidence by the division of the property of the estate in the agreement and ;
- (4) the attorney who made the assertion either had knowledge of its falsity or he made the assertion with a reckless disregard of its truth or falsity;
- (5) the attorney clearly intended that the representation be acted on since the false

claims were made while the parties were in the process of mediating the parties' claims to the property of the estate;

(6) Ms. Chapman had no knowledge of the falsity of the attorney's assertions since she did not know the identity of the notary public until after the mediation;

(7) Ms. Chapman relied on the truth of the assertion in establishing her negotiating posture;

(8) Ms. Chapman had a right to believe the negotiations would be made in good faith and that she had the right to rely on the truth of the assertions by an officer of the court; and

(9) Ms. Chapman suffered consequent and proximate injury by having a weakened negotiation posture due to her belief in the false assertion.

D. There could be no abuse of discretion in this case because there is some evidentiary support for a court to conclude that Ms. Chapman's consent to the agreement was in part based on false assertions by a party to the agreement during the pendency of the negotiations.

CONCLUSION:

I find that the none of the parties in this case would be prejudiced with the resumption of mediation in this case.

There being sufficient reason given, the Request of the Respondent, Margaret Chapman, to resume the negotiations is granted in light of the location of the Notary Public who notarized the will in this matter subsequent to the mediation of the case by the parties but prior to my approval of the settlement agreement of the parties.

IT IS SO ORDERED.

Honorable Irving Condon
Probate Court Judge

Charleston, South Carolina
Dated: _____

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
 ENFORCING SETTLEMENT AND
 APPROVING SETTLEMENT
 AND APPOINTING WADE WILSON
 JUDY AND MARVIN LEE JUDY AS
 CO-PERSONAL
 REPRESENTATIVES**

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.)

1. A Hearing was held, via Zoom, on October 21, 2022, with reference to Petitioner Grady W. Dubose 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 was 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.

9. "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 30 days, the Estate of Juleanne Judy Bryan shall pay the sum of \$1,750,000 to Petitioner Grady W. Dubose, and the pictures in possession of the Special Administrator shall pass to Petitioner Grady W. Dubose;
- (b) Within 30 days, the Estate of Juleanne Judy Bryan shall pay the sum of \$100,000 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, and as the only remaining beneficiaries to the Estate of Juleanne Judy Bryan and pursuant to their Joint Application for Appointment as Co-Personal Representatives, Wade Wilson Judy and Marvin Lee Judy are hereby appointed as Co-Personal Representatives of 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.

IT IS SO ORDERED.

Judge of Probate
Charleston County

This ____ of _____, 2022

Charleston, South Carolina

**HAYNSWORTH
SINKLER BOYD**

HAYNSWORTH SINKLER BOYD, P.A.
134 MEETING STREET, 3RD FLOOR
P.O. BOX 340 (29402)
CHARLESTON, SOUTH CAROLINA 29401
MAIN 843.722.3366
FAX 843.722.2266
www.hsblawfirm.com

JOHN R. CHASE
DIRECT 843.724.1131
jchase@hsblawfirm.com

December 28, 2022

Via U.S. Mail

Daniel S Slotchiver
Slotchiver & Slotchiver LLP
751 Johnnie Dodds Blvd., Suite 100
Mt Pleasant SC 29464

Via U.S. Mail

David L. Michel
751 Johnnie Dodds Blvd., Suite 200
Mt. Pleasant, SC 29464

Via U.S. Mail

Mr. Johnny Watson, Sr.
Watson Law Firm
2715 Edgewood Ave
Columbia, SC 29204

**Re: Estate of Juleanne Judy Bryan
Case No. 2020-ES-10-1005**

Gentlemen:

I have enclosed with this letter and herewith serve upon a copy of Judge Condon's December 22, 2022 Order in this matter

With kindest regards,



John R. Chase
Enclosure

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE PROBATE COURT OF THE
NINTH JUDICIAL CIRCUIT

IN THE MATTER OF:)
)
THE ESTATE OF JULEANNE JUDY)
BRYAN, Decedent.)
)
GRADY W. DUBOSE,)
)
)
)
)
)
Petitioner,)
V.)
)
)
WADE WILSON JUDY, ET. AL.)
)
)
)
And)
)
)
MARGARET ELAINE CHAPMAN,)
)
)
)
)
Respondent.)
)
_____)

CASE NUMBER: 2020-ES-10-1005

NOTICE OF INTENT TO APPEAL

23 JAN -5 PM 1:24

TO: 9TH Circuit Clerk of Court
Court of Common Pleas
100 Broad Street, Rm 106
Charleston, South Carolina 29401

9th Circuit Clerk of Court
Probate Court
100 Broad Street #469
Charleston, S. C. 19401

Daniel S. Slotchiver, Esq.
Slotchiver & Slotchiver
751 Johnny Dodds Blvd.
Mt. Pleasant, SC 29464

Stafford McQuillin, Esq.
Hanesworth, Boyd & Sinkler
P. O. Box 340
Charleston, SC 29402-0340

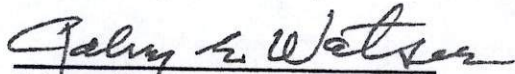
Email: dan@slotchiverlaw.com

mmcquillin@hsblawfirm.com

PLEASE BE ADVISED that the Respondent, Margaret Chapman, hereby gives notice of her intent to appeal her the order of the Charleston County Probate Judge, Irvin G. Condon, Ordering and Approving Settlement, Appointing Co-Personal Representatives, and Relieving Special Administrator dated December 22nd, 2022, in the above-referenced case.

Said order being mailed to the Attorney for the Respondent on December 28, 2022.

Respectfully submitted,

BY: 

Johnny E. Watson, Sr.

Attorney at Law, SCB# 5967

P. O. Box 2305 (29202)

2715 Edgewood Avenue

Columbia, South Carolina 29204

Dated: January 5, 2023
Columbia, South Carolina

(803) 400-1600 Phone

(803) 400-1200 Fax

Jewatson.lwr@gmail.com

Attorney Information Search

Name:

Mr. Johnny Elliot Watson, Sr.

Bar Number:

5967

Organization:

Address:

Watson Law Firm

PO Box 2305 (29202)

2715 Edgewood Ave., SC 29204

County:

Richland

Email Address:

jewatson.lwr@gmail.com

Business Phone:

(803) 400-1600

Fax Number:

(803) 400-1200

Law School:

University of South Carolina School of Law

Graduation Year:

1983

SC Admission Date:

May 17, 1983

SC Bar Membership Class:

Regular Member

SC Bar Membership Status:

Good Standing

Contact Info

Mr. Johnny Elliot Watson, Sr.
Watson Law Firm
PO Box 2305 (29202)
2715 Edgewood Ave., SC 29204
jewatson.lwr@gmail.com
(803) 400-1600
(803) 400-1200

New Search



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

August 23, 2023

Mr. Johnny Elliot Watson, Sr., Esquire
Watson Law Firm
PO Box 2305 (29202)
2715 Edgewood Ave. SC 29204

Re: In the Matter of: The Estate of Juleanne Judy Bryan, Margaret Elaine
Chapman v. Grady W. DuBose
Appellate Case No. 2023-000751

Dear Counsel:

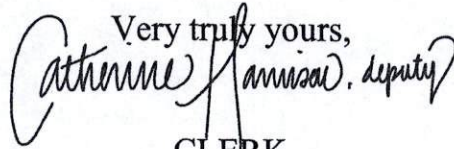
Our records indicate that the transcript in the above matter should have been delivered. As of today's date, we have not received any information indicating that the court reporter has been granted an extension. Further, you have not notified us that you have failed to receive the transcript, nor have we received your initial brief.

If you have not yet received the transcript, Rule 207 of the South Carolina Appellate Court Rules requires you to contact the Office of Court Administration. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201
transcripts@sccourts.org

Be sure to copy the Court and opposing counsel with all correspondence concerning the transcript.

Please advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal will be dismissed.

Very truly yours,

CLERK

cc: Stafford John McQuillin, III, Esquire
Daniel Scott Slotchiver, Esquire
Sarah P. Spruill, Esquire

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

May 19 2023

APPEAL FROM CHARLESTON COUNTY
Circuit Court

SC Court of Appeals

H. Steven DeBerry, IV, Circuit Court Judge

Trial Court Case No. 2023-CP-10-00112
Appellate Case No. 2023-000751

In the Matter of: The Estate of Juleanne Judy Bryan

Margaret Elaine Chapman,Appellant,

v.

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

MOTION TO DISMISS APPEAL

There is no appellate jurisdiction in this matter because the Appellant, Margaret Elaine Chapman, failed to comply with the requirements of S.C. Code Ann. § 62-1-308 in appealing from the probate court to the circuit court. As such, this appeal should be dismissed.

Chapman appeals from the circuit court’s order dismissing her appeal from an order granting a motion to enforce a settlement reached at mediation. (Order attached as Exhibit 1).¹ The underlying order of the probate court was transmitted to counsel on December 22, 2022.

¹ 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), SCRCP. (Probate Court Order attached as Exhibit 2). Despite this binding mediation agreement, Chapman refused to comply with the agreed upon terms, thereby necessitating the filing of a motion to enforce the settlement by the Respondents.

(Transmittal of Order attached as Exhibit 3). Chapman filed a notice of intent to appeal on January 5, 2023. (Notice attached as Exhibit 4).

Following the filing of the notice, Chapman did not order a transcript and did not timely file a statement of issues on appeal within the deadlines established by § 62-1-308. Respondents filed a motion to dismiss the appeal on February 15, 2023. (Motion attached as Exhibit 5). Chapman then failed to file or serve her appellant's brief with the circuit court. (Supplemental Materials Submitted in Support of Motion to Dismiss Appeal attached as Exhibit 6 at Public Index).

After a hearing, the circuit court granted the motion to dismiss by order dated April 6, 2023, finding that there was no appellate jurisdiction due to Chapman's failure to comply with the requirements of the statute governing appeals from probate court. In that order, the circuit court cited numerous, independent failures to comply with § 62-1-308, as follow:

(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.

(Ex. 1 at 2-3).

The circuit court’s ruling was correct. “[T]he failure to comply with procedural requirements for an appeal divests a court of appellate jurisdiction.” *State v. Devore*, 416 S.C. 115, 119, 784 S.E.2d 690, 692 (Ct. App. 2016) (citing *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).” “The requirement of service of the notice of appeal is jurisdictional, *i.e.*, if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to ‘rescue’ the delinquent party by extending or ignoring the deadline for service of the notice.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 14–15, 602 S.E.2d 772, 775 (2004) (citing *Mears v. Mears*, 287 S.C. 168, 337 S.E.2d 206 (1985)).

Because the circuit court did not have appellate jurisdiction, this Court also lacks appellate jurisdiction. “[T]his court simply cannot consider the matter if it is divested of appellate jurisdiction.” *Devore*, 416 S.C. at 124, 784 S.E.2d at 695 n. 4; *see also Keep Our Dollars in Indep. Cnty. v. Mitchell*, 518 S.W.3d 64, 67 (Ark. 2017) (“when the circuit court lacks jurisdiction, this court also lacks jurisdiction on appeal.”).

Simply stated, there is nothing to appeal. The absence of a timely, perfected appeal renders the underlying order the law of the case. *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997). Accordingly, this appeal should be dismissed so that the parties can proceed with the settlement reached at mediation.

Respectfully submitted,

s/ Sarah P. Spruill

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

Sarah P. Spruill, SC Bar No. 68337
ONE North Main, 2nd Floor
Greenville, SC 29601-2772
864.240.3220
sspruill@hsblawfirm.com

*Attorneys for Wilson Wade Judy and Marvin Lee
Judy, III*

s/ Daniel S. Slotchiver

SLOTCHIVER & SLOTCHIVER LLP
Daniel S. Slotchiver, SC Bar No. 15129
751 Johnnie Dodds Blvd, Suite 100
Mt Pleasant SC 29464
843.577.6531
dan@slotchiverlaw.com

Attorneys for Grady W. DuBose

May 19, 2023

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,

**ORDER DISMISSING APPEAL FOR
LACK OF JURISDICTION**

Appellant,

RECEIVED

v.

May 19 2023

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

SC Court of Appeals

Respondents.

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.

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

Electronically signed on 2023-04-06 12:43:16 page 4 of 4

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), SCRCF, 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 as 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

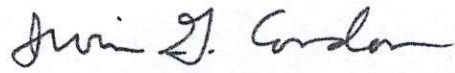
Judy and Marvin Lee Judy (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, 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 22nd 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.twcabc.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 Jeanne)
Judy Bryan,) **Plaintiff(s)**)
)
vs.)
Wade Wilson Judy, et al.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023 -CP- _____

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

SC Bar #: 5967
Telephone #: 803-467-6212
Fax #: 803-400-1200
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>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case # <u>20 -NI- _____</u> <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) _____ | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Label (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) <input type="checkbox"/> Other (799) _____ | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input checked="" type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ <input type="checkbox"/> Sexual Predator (510) <input type="checkbox"/> Permanent Restraining Order (680) <input type="checkbox"/> Interpleader (690) <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Pre-Suit Discovery (670) | | | |

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

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, 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 Dabose, 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 10th
day of JANUARY, 2023.
John E. Watson
Notary Public for: South Carolina
My Commission Expires: 12/8/2032

Signature: John E. Watson
Print Name: John E. Watson
Address: P.O. Box 2305
Colg, SC 29202
803-467-1600
(Home): 803-750-1300
(Cell): 803-467-6212
Email: EWatson.LWRB@gmail.com
Relationship to Decedent/Estate: Former Business Partner

Attorney: John E. Watson
Address: P.O. Box 2305
Colg, SC 29202
Telephone: 803-467-6212
Email: EWatson.LWRB@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, SCRCP (“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), SCRCP. 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
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

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

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.twcabc.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

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 as 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

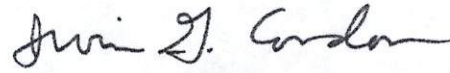
Judy and Marvin Lee Judy (including their heirs, executors, agents, attorneys, servants, employees, successors and assigns, and all other persons, firms, corporations, associations and partnerships associated with them) of and from any and all claims, liens, suits, actions, demands, judgments, costs, 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 22nd 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
HAYNSWORTH SINKLER BOYD, P.A.
134 Meeting Street, 3rd Floor
Charleston, SC 29401
843.722.3366
jchase@hsblawfirm.com
mmcquillin@hsblawfirm.com

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

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

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

SWORN TO BEFORE ME this 17th

day of February, 2023

R. Yorke 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, SCRCF 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

ELECTRONICALLY FILED - 2021 Feb 23 1:41 PM - BERKELEY - COMMON PLEAS - CASE#2020CP0802737
ELECTRONICALLY FILED - 2023 Mar 24 2:58 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000112



[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View					
Margaret Chapman , plaintiff, et al VS Grady Dubose , defendant, et al					
Case Number:	2023CP1000112	Court Agency:	Common Pleas	Filed Date:	01/08/2023
Case Type:	Appeal	Case Sub Type:	Probate Court 940	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

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	Judge DeBerry Virtual Motions Roster for March 28, 2023	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		