

APPEAL BRIEF IN A CIVIL CASE  
THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**  
**Jul 29 2024**  
**SC Court of Appeals**

---

APPEAL FROM OCONEE COUNTY  
The order of Judge R. Lawton McIntosh  
Appellate Case No. 2024-000455

---

Dorothy Pierce, Appellant,  
V.

Donna Carol Moore, Gregory Allan Pierce, Jared Adam Pierce, Respondents

---

INITIAL BRIEF OF APPELLANT

**Original Filing Date: July 16, 2024**

**Revised Filing Date: July 28, 2024**

## **I. TABLE OF CONTENTS**

|                                                                                                                                                                                         |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>I. TABLE OF CONTENTS .....</b>                                                                                                                                                       | <b>2</b>  |
| <b>II. TABLE OF AUTHORITIES.....</b>                                                                                                                                                    | <b>4</b>  |
| <b>III. STATEMENT OF ISSUES ON APPEAL.....</b>                                                                                                                                          | <b>6</b>  |
| <b>IV. STATEMENT OF THE CASE .....</b>                                                                                                                                                  | <b>8</b>  |
| <b>V. STANDARD OF REVIEW.....</b>                                                                                                                                                       | <b>10</b> |
| <b>VI. FACTUAL BACKGROUND.....</b>                                                                                                                                                      | <b>11</b> |
| <b>VII. ARGUMENT .....</b>                                                                                                                                                              | <b>16</b> |
| 1. The Probate Court did not have jurisdiction to order a settlement while an appeal on the validity of the will of Doyle Elton Pierce was pending. ....                                | 16        |
| 2. The Private Family Settlement Order Was Executed In Non-Compliance With; SCRCP; Rule 43(K).....                                                                                      | 17        |
| 3. Judicial Bias Against the Appellant, originating from Personal Relationship Between Judge Singleton and The Respondents, Constituted Judicial Misconduct Under South Carolina Law.22 |           |
| 4. The Judge Violated Appellant’s Due Process Rights When He Retaliated Against Appellant For Filing An Appeal. ....                                                                    | 24        |
| 5. The Judge Violated Appellant’s Right To Property When He Threatened To Kick Appellant Out Of Her Residence Through A Newly Appointed Special Administrator .....                     | 26        |
| 6. Judge Danny Singleton Violated Appellant’s Rights to Fair Hearing and Due Process ..                                                                                                 | 27        |
| 7. The Judge Abused His Discretion When He Held Appellant In Civil Contempt Without Jurisdiction. ....                                                                                  | 28        |
| 8. Judge Singleton Violated The South Carolina Judicial Code Of Conduct Canon 3b (12) When He Acted As A Mediator Or Arbitrator In Settlement Negotiations and the Judge .....          | 30        |
| 9. The Probate Judge Did Not Have Jurisdiction To Amend His Order To Remove Appellant From Personal Representative Position After 10-Day Time-line Under SCRCP Rule 59(E).....          | 32        |
| 10. The Probate Judge Violated Family Agreement When He Interrupted And Stopped The Auction Without Jurisdiction .....                                                                  | 33        |
| 11. Appellant Did Not Violate Any Term of The Settlement Order to Warrant Her Removal From Personal Representative. ....                                                                | 35        |
| 12. The Amended Private family order Violated Section 62-3-805 of the South Carolina Code                                                                                               | 36        |

|              |                                                                                                                                                                                                  |           |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 13.          | The Probate Court erred in including unauthorized and undisclosed clauses in the final settlement agreement.....                                                                                 | 37        |
| 14.          | The Judge Did Not Have Jurisdiction To Amend His October 12, 2023, Order After Plaintiff Appealed It. ....                                                                                       | 38        |
| 15.          | Judge Singleton Did Not Have Jurisdiction To Order Appellant To Withdraw Her Appeal                                                                                                              | 40        |
| 16.          | The Circuit Court Judge Violated the Appellant’s Due Process Rights by Not Allowing the Appellant to Make Her Oral Presentation During the March 14, 2024, Hearing.....                          | 41        |
| 17.          | The Circuit Court Judge Erred by Not Allowing the Appellant’s Evidence but Accepting the Evidence Presented by the Respondent’s Counsel .....                                                    | 42        |
| 18.          | The Circuit Court Judge Erred by Dismissing the Appellant’s Appeal on Unsupported Grounds of Statutory Defect .....                                                                              | 43        |
| 19.          | The Respondent's Attorney, Richard Hunt McDuff, Violated Ethical Rules with His Disparaging Comment About the Appellant's Brief and Should Be Subject to Sanctions and Disciplinary Action ..... | 44        |
| <b>VIII.</b> | <b>PRAYER FOR RELIEF.....</b>                                                                                                                                                                    | <b>47</b> |

## II. TABLE OF AUTHORITIES

### CASES

|                                                                                       |           |
|---------------------------------------------------------------------------------------|-----------|
| Shearhouse Adv.Sh. No. 29.....                                                        | 19        |
| South Carolina Human Affairs Commission, Appellant, V. Zeyi Chen & Zhirong Yang,..... | 19        |
| Buckley v. Shealy, 370 S.C. 317, 635 S.E.2d 76 .....                                  | 21        |
| Farnsworth v. Davis Heating & Air Conditioning, Inc., 367 S.C. 634 .....              | 21        |
| Hawkins, 402 S.C. 73, 739 S.E.2d 490 (2013).....                                      | 26        |
| Heins v. Heins, 543 SE 2d 224 - SC.....                                               | 33        |
| <i>Howard v. Mutz</i> , 315 S.C. 356 .....                                            | 10        |
| Maxwell v. Genez, 356 S.C. 617, 620, 591 S.E.2d 26, 27 .....                          | 21        |
| <i>NationsBank of S.C. v. Greenwood</i> , 321 S.C. ....                               | 10        |
| S.C. Human Affairs Comm’n v. Chen, Op. No. 27988.....                                 | 19        |
| State v. Gentry, 363 S.C. 93 .....                                                    | 37        |
| State v. Tindall, 379 S.C. 108, 666 S.E.2d 236 (2008)]-----                           | 37        |
| Townes Assocs. Ltd. v. City of Greenville, 266 S.C.....                               | 10        |
| Brown v. Board of Education, 347 U.S. 483 (1954).....                                 | 29        |
| <b>Caperton v. A.T. Massey Coal Co.....</b>                                           | <b>31</b> |

### OTHER AUTHORITIES

|                                                                        |        |
|------------------------------------------------------------------------|--------|
| S.C. Code Ann. § 14-1-10-----                                          | 29     |
| SCRCP; 43(k).....                                                      | 8 & 17 |
| South Carolina Code of Judicial Conduct, Rule 501, Canon 3(B)(4) ..... | 25     |
| South Carolina Judicial Code of Conduct Canon 3B(12).....              | 31     |
| S.C. Code Ann. § 62-3-805 .....                                        | 14     |

|                                                                                                    |    |
|----------------------------------------------------------------------------------------------------|----|
| Appellate Case No. 2018-001879.....                                                                | 19 |
| Rule 59(e), SCRCF.....                                                                             | 33 |
| <i>In re Anonymous Member of the South Carolina Bar</i> , 392 S.C. 328, 709 S.E.2d 633 (2011)..... | 31 |
| Rule 203(d)(1)(A),.....                                                                            | 40 |
| Section 62-3-805 of the South Carolina Code.....                                                   | 36 |

## **CONSTITUTIONAL PROVISIONS**

|                                                  |    |
|--------------------------------------------------|----|
| U.S. Constitution and Article I, Section 22..... | 42 |
|--------------------------------------------------|----|

### **III. STATEMENT OF ISSUES ON APPEAL**

1. Did the Probate Court have jurisdiction to order a settlement while an appeal on the validity of the will of Doyle Elton Pierce was pending?
2. Was the Private Family Settlement Order executed in compliance with SCRCP Rule 43(k)?
3. Did the personal relationship between Judge Singleton and the respondents, and the unfair actions against the appellant, constitute judicial misconduct under South Carolina law?
4. Did the judge violate the appellant's due process rights when he retaliated against the appellant for filing an appeal?
5. Did the judge violate the appellant's right to property when he threatened to evict the appellant from her residence through a newly appointed special administrator?
6. Did the judge violate the appellant's rights to a fair hearing and due process by repeatedly mentioning that "when appellant's appeal is denied"?
7. Did the judge abuse his discretion when he held the appellant in civil contempt without jurisdiction?
8. Did Judge Singleton violate the South Carolina Judicial Code of Conduct, Canon 3B(12), by acting as a mediator or arbitrator in settlement negotiations?
9. Did the Probate Judge have jurisdiction to amend his order to remove the appellant from the personal representative position after the 10-day timeline under SCRCP Rule 59(e)?
10. Did the Probate Judge violate the family agreement when he interrupted and stopped the auction without jurisdiction?
11. Did the appellant violate any term of the settlement order that warranted her removal as personal representative?
12. Did the Amended Private family order Violated Section 62-3-805 of the South Carolina Code?
13. Did the Probate Court err in including unauthorized and undisclosed clauses in the final settlement agreement?
14. Did the judge have jurisdiction to amend his October 12, 2023, order after the appellant appealed it?

15. Did Judge Singleton have jurisdiction to order the appellant to withdraw her appeal?
16. Did the Circuit Court judge violate the appellant's due process rights by not allowing the appellant to make her oral presentation during the March 14, 2024, hearing?
17. Did the Circuit Court judge err by not allowing the appellant's evidence but accepting the evidence presented by the respondent's counsel?
18. Did the Circuit Court judge err by dismissing the appellant's appeal on unsupported grounds of statutory defect?
19. Did the respondent's attorney, Richard Hunt McDuff, violate ethical rules with his disparaging comment about the appellant's brief, and should he be subject to sanctions and disciplinary action?
20. Prayer For Relief.

#### IV. STATEMENT OF THE CASE

Appellant Dorothy Pierce is appealing the final judgments of the Circuit court in the above-listed case to the South Carolina Court of Appeals. Contrary to the stipulated rules, the settlement order in this case was executed in absolute non-compliance and in total disregard of SCRCP; 43(k).

Appellant states the following violations that affect the validity of the Family Settlement Order:

1. Before the Probate Judge Danny Singleton pressured the parties to settle, there was already an appeal pending in the Court of Appeals under appellate cause number 2021-001552 in the matter of Doyle Elton Pierce regarding the Validity of the Will which removed the jurisdiction of the Probate Court to make an order distributing the estate assets without the signatures of the parties.
2. At the beginning of the status conference, the judge stated that the gathering in the court on October 11, 2023, was not an open court. It was simply a discussion to find out if the parties could reach a settlement in the case. For SCRCP Rule 43(k) to be implemented under an open-court guideline, the agreement must be made in open court. Agreements made on this day are not binding under SCRCP Rule 43(k).
3. The judge further stated during this non-open court gathering that the parties would have to sign the Family Settlement Agreement. No parties signed the Settlement Agreement other than the judge, who solely and unjustly ordered the Settlement Agreement.
4. The judge clearly stated in court that the agreement would be binding once it was signed by the parties. The judge further told respondent Jared Adam Pierce before he exited the unknown app that respondent Donna Carol Moore called him upon that “then you would be mailed a document to sign and return in a certain amount of time.” No party signed the Agreement. No document was mailed to respondent Adam Pierce to sign. The attorney for respondent Jared Adam Pierce’s suggestion of executing the agreement under SCRCP Rule 43(k) was not adopted by the parties or the judge. The Agreement was not executed pursuant to SCRCP Rule 43(k).
5. During the judge-mediated settlement, Judge Singleton put undue pressure on the appellant to settle and made statements which amounted to judicial misconduct. This pressure led to a hurried acceptance of the partial agreement and jeopardized the voluntariness of the agreement. There was no free will.
6. There was no court reporter that recorded the proceedings to qualify the order under open court.

7. Several clauses were added to the final order that were not agreed upon or declared in an open court and were signed by the judge without the signatures of the parties or their counsels. SCRCP Rule 43(k) was NOT met. The settlement would not be enforceable under SCRCP Rule 43(k).
8. Appellant objected to terms of the agreement prior to its entry into the court record. The judge signed the settlement with clear knowledge that the parties had not reached an agreement and that there were serious unresolved issues.
9. The appellant sent her own version of the order draft which included some essential clauses that would benefit a contested estate and proper property description, but the parties and the judge refused to incorporate appellant's submissions. There was no meeting of minds.
10. The judge and the opposing parties decided on what clauses would be added and what would not be added to the final Agreement in violation of SCRCP Rule 43(k). All suggestions made by the appellant were disallowed by the judge in favor of the other parties except for the extension of deadlines to pay debts.
11. Only three parties were present during the judge-mediated conference. Respondent Jared Adam Pierce, who lives in Finland, another jurisdiction, was not present. He only agreed to his share of inheritance but did not provide his express consent to the rest of the Settlement terms. He was not available to agree to the rest of the terms of the agreement.
12. Judge Singleton provided the only signature on this settlement order. The only possible way that this settlement under SCRCP Rule 43(k) could have been binding under these conditions is if it was signed by all parties. The judge-ordered settlement was not binding under SCRCP Rule 43(k) or under any standard for a Settlement Agreement.
13. Respondent Donna Moore misrepresented the value of the 3.9 acres she would be inheriting as bottom land. The judge further spoke in favor of respondents Gregory Pierce and Donna Moore getting more than 16 acres of land, 3.99 acres, and \$20,000 respectively because the respondents' shares were bottom land. This is not true, and the judge should have remained impartial.

## V. STANDARD OF REVIEW

The standard of review applicable to cases originating in the probate court is controlled by whether the underlying cause of action is at law or in equity. *Howard v. Mutz*, 315 S.C. 356, 361-62, 434 S.E.2d 254, 257-58 (1993). Appellant states that this is an action at law. *NationsBank of S.C. v. Greenwood*, 321 S.C. 386, 392, 468 S.E.2d 658, 662 (Ct. App. 1996) (holding an action to construe a will is an action at law). If a proceeding in the probate court is in the nature of an action at law, review by this court extends merely to the correction of legal errors. *Townes Assocs. Ltd. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976), abrogated on other grounds by, *In re Estate of Kay*, 423 S.C. 476, 816 S.E.2d 542 (2018).

## **VI. FACTUAL BACKGROUND**

The Probate Court entered a ruling on August 18, 2021, setting aside the last will and testament of the Appellant's husband, Doyle Elton Pierce. This order also removed the Appellant as personal representative of the estate. Subsequently, the Appellant filed a Motion for a New Trial with the Probate Court and a Notice of Appeal with the Circuit Court on August 23, 2021. Thereafter, she filed an Amended Motion for a New Trial. On October 1, 2021, the now-suspended Probate Court Judge Kenneth Johns conducted a hearing for the Motion for a New Trial and denied it on his last day in office.

The Appellant then appealed to the Circuit Court, which declined to review the appeal because she was not an attorney. Consequently, the Circuit Court denied the Appellant's appeal. She then appealed this order to the South Carolina Court of Appeals (Case No. 2021-001552). The Respondent, through his attorney, filed a motion to strike the Appellant's appeal, but it was denied. This case is currently pending determination or oral argument as deemed necessary by the Court of Appeals.

Despite the pending appeal, Probate Judge Ashaley Rice held an illegal hearing in July 2022 to appoint a special administrator for the estate. During this hearing, the judge acknowledged that the Appellant had preserved the assets of the estate but still restrained her and appointed Adam Lee as the special administrator. Judge Rice stated on record that the Appellant had committed no wrongdoing. Nevertheless, she acted outside her jurisdiction by restraining the Appellant and appointing a special administrator with plenary powers.

Due to the pending appeal, the special administrator, Adam Lee, was constrained in performing his duties. The Appellant's constant objections to Lee's appointment aggravated Judge Danny Singleton when he took office in June 2023. Adam Lee filed a petition seeking a declaratory judgment on several matters related to the estate, most of which were outside the Probate Court's jurisdiction. The Appellant opposed Lee's petition, stating that his appointment was unlawful and violated her due process rights, rendering his position null and void.

On October 11, 2023, during a status conference, Adam Lee resigned from his position due to difficulties in executing his assignment. This resignation occurred on the same day that Lee called for a status conference in front of Judge Danny Singleton of the Oconee County Probate Court.

Following Lee's resignation, Judge Danny Singleton pressured all parties to settle the estate, despite knowing that an appeal was pending in the Court of Appeals. Judge Singleton initiated a settlement discussion, explicitly stating on the court recordings that the proceedings were not in open court. Accordingly, he acted as the mediator/arbitrator during these discussions.

Judge Singleton repeatedly threatened that if the parties did not settle soon, he would order the sale of all estate assets and distribute the cash as soon as the Appellant's appeal was denied. The Appellant resides at the estate, so this threat essentially meant selling her residence.

During the status conference, the judge exerted undue pressure on the Appellant to reach a settlement. Statements made by respondents during the proceeding suggested there had been ex parte conversations leading to the status conference. Judge Singleton's pressure led to a hurried acceptance of parts of an agreement, jeopardizing the voluntariness of the agreement.

Judge Singleton made comments that the Appellant's expressions were animating the court, even when she was not speaking. When the Appellant disagreed with the parties about their monetary demands, Judge Singleton asked how long she had been married to her husband. She responded, "two years and eight months." The judge then commented that the estate litigation had lasted longer than her marriage, discrediting her position in the estate.

On October 11, 2023, respondents Gregory Pierce, Donna Carol Moore, and the Appellant initiated a partial Settlement Agreement before Judge Singleton. Respondent Jared Adam Pierce was absent for most of the discussion. He was briefly called on a video app by respondent Donna Moore to confirm if he agreed to his share of the settlement, which included 8.86 acres of land, two guitars with amps, and 20 guns with ammunition. He said yes but was not asked about other clauses or the distribution to other heirs. Jared Adam Pierce exited the video call and did not sign the Settlement Agreement, nor did his attorney sign on his behalf.

The opposing counsel for respondents Gregory A. Pierce and Jared Adam Pierce sent a draft order to the judge, including several clauses not discussed in the mediated settlement. These clauses included removal of items, tenant of mobile home located at 745 Mourning Dove Lane, future documents, mutual release, right of notice of auction, trash disposal, and notices. This draft did not include provisions for parties to sign the Settlement Agreement, only for the judge to sign, contrary to the court's statements that the gathering was not an open court.

The Appellant informed all parties that she disagreed with certain terms of the final order draft and was preparing her submissions and comments. She argued that new clauses not declared in the purported open court and the lack of compliance with SCRCR Rule 43(k) rendered the settlement invalid. Respondent's attorney sent an email claiming that the settlement was binding and enforceable regardless of the appeal because it was an extrajudicial settlement, which was misleading.

The Appellant sent her own version of the order draft, including a clause for "No Admission of Guilt or Liability." This clause was essential for a contested estate like this one. The opposing parties and the judge rejected the Appellant's suggestions and adopted the draft order sent by opposing counsel.

On October 12, 2023, Judge Singleton signed a settlement order entitled "Order Affirming Private Family Agreement," without consideration of the rule of law or the unresolved matters. The Appellant appealed the order on October 13, 2023.

During a phone call on October 16, 2023, Judge Singleton refused all suggestions made by the Appellant except for extending the dates for debt payment. He reiterated that the Appellant had litigated the estate longer than her marriage, ignoring the fact that the will contest was initiated by the respondents. The judge amended his previous order on October 17, 2023, despite the pending appeal, rendering his amended order invalid.

The amended order removed the mutual release clause, exposing the parties to future conflicts. The Appellant attempted to explain the necessity of a proper mutual release clause for such a contested estate, but the judge arrogantly stated there was no need for it. The next day, respondents started claiming the GEICO settlement, part of the estate residue and the Appellant's inheritance.

Both the October 12 and October 17, 2023, orders reappointed the Appellant as personal representative. On October 19, 2023, the Probate Court reappointed the Appellant, who was required to sign a Personal Representative Affidavit, violating the settlement order. The affidavit stated that assets could not be distributed before debts were paid, yet the settlement order directed otherwise.

Judge Singleton ordered the Appellant to withdraw her appeal from the Court of Appeals (Appellate Case No. 2021-001552) and another appeal in the Court of Common Pleas (Case No. 2023-CP-37-00685). He also ordered the Appellant to pay estate debts with her own money or inheritance. The withdrawal of the Appellant's appeal was contingent upon a properly executed settlement agreement, which did not exist.

Judge Singleton threatened to remove the Appellant as personal representative in retaliation for her appeal and harassed her family member who delivered the amended Notice of Appeal. On October 24, 2023, Judge Singleton instructed the Appellant not to act on estate items until further notice, then accused her of violating the order and her fiduciary duties.

The judge scheduled a hearing sua sponte on November 1, 2023, to remove the Appellant as personal representative. He found her in contempt and fined her \$500 or 30 days in jail, despite multiple parties talking out of turn during the hearing. He removed the Appellant from her position without a formal petition, violating due process.

Under South Carolina law, estate assets must be distributed only after debts are settled (S.C. Code Ann. § 62-3-805). The Probate Court's actions violated this law, as the estate assets were designated to heirs without settling debts.

The Appellant had appealed Judge Singleton's October 12, 2023, order on October 13, 2023. Thus, the court lacked jurisdiction to issue the October 17, 2023, order, making it invalid. Furthermore, the Probate Judge did not have the authority to amend a judgment more than 10 days old under SCRCF Rule 59(e).

Immediately after the hearing and before drafting an order to remove the Appellant, the court called her auctioneer to stop a scheduled auction, violating the settlement agreement. The agreement stipulated that the Appellant had the authority to schedule an auction to pay estate debts. Judge Singleton's actions were a breach of the agreement and an act of retaliation.

Respondents Gregory Alan Pierce and Jared Adam Pierce filed a motion to dismiss without addressing any portions of the Appellant's appeal brief. In their motion, respondents fraudulently claimed that the Appellant had failed to make satisfactory arrangements for the furnishing of the probate court transcript within the 10-day requirement. This assertion was false, as the Appellant had requested the probate court audio multiple times on October 11, 2023, November 1, 2023,

November 7, 2023, and November 13, 2023. Additionally, the respondents falsely stated that the Appellant had not filed a Statement of Issues on Appeal, despite it being included in the brief of the Appellant. The Appellant had duly served the respondents with her initial brief within the stipulated timeline. Furthermore, the respondent's attorney made a derogatory remark, stating that he would use the Appellant's 66-page brief as toilet paper, indicating that he did not read the brief before filing a fraudulent motion to dismiss.

On March 14, 2024, the Circuit Court held a hearing on the appeal, presided over by Honorable Judge McIntosh. The judge did not review the evidence, refused to allow the Appellant's evidence, and accepted documents from the respondents' attorney. On March 20, 2024, the judge dismissed the Appellant's appeal based on fraudulent arguments presented by the respondents.

Appellant timely filed a notice of appeal to the South Carolina Court of Appeals.

## VII. ARGUMENT

### 1. The Probate Court did not have jurisdiction to order a settlement while an appeal on the validity of the will of Doyle Elton Pierce was pending.

The fundamental question here is whether the Probate Court had the jurisdiction to order a settlement during the pendency of an appeal on the validity of Doyle Elton Pierce's will. The answer hinges on the principle of jurisdiction and the effect of an appeal on the lower court's authority. When an appeal is filed, it typically transfers jurisdiction from the lower court to the appellate court. This means that the lower court is generally divested of jurisdiction over matters that are the subject of the appeal. In this case, the appeal on the validity of the will of Doyle Elton Pierce was pending in the South Carolina Court of Appeals (Case No. 2021-001552). According to South Carolina law, once an appeal is perfected, the lower court loses jurisdiction over the matters under appeal, except for certain ancillary matters necessary to preserve the status quo or ensure the appeal's integrity. By ordering a settlement while the appeal on the validity of the will was pending, the Probate Court exceeded its jurisdiction. The settlement directly impacts the very issues under appellate review, namely, the distribution of assets and the validity of the will. Any decision made by the Probate Court in this context would be premature and potentially contradictory to the appellate court's determination. Therefore, the Probate Court's actions were beyond its authority and violated the principle that jurisdiction lies with the appellate court once an appeal is filed.

In *State v. Simons*, 263 S.C. 291, 210 S.E.2d 907 (1975), the South Carolina Supreme Court held that the jurisdiction of the appellate court is exclusive upon the perfection of the appeal.

Similarly, in *Ex parte McMillan*, 319 S.C. 331, 461 S.E.2d 43 (1995), it was affirmed that any substantive action taken by the lower court affecting the matter on appeal is null and void.

The Probate Court did not have jurisdiction to order a settlement while an appeal on the validity of the will of Doyle Elton Pierce was pending. The actions taken by Judge Danny Singleton were beyond the scope of the Probate Court's authority and violated established legal principles regarding jurisdiction and the effect of an appeal. Therefore, any orders or settlements made under these circumstances should be considered null and void, and the appellate court should address the validity of the will without interference from the lower court.

**2. The Private Family Settlement Order Was Executed In Non-Compliance With; SCRCP; Rule 43(K).**

The central issue is whether the Private Family Settlement Order issued by the Probate Court was executed in compliance with South Carolina Rules of Civil Procedure (SCRCP) Rule 43(k). Rule 43(k) establishes the criteria for enforcing agreements made between parties during litigation. For such an agreement to be enforceable, it must be entered into, in an open court and recorded or reduced to writing and signed by the parties and their counsel. SCRCP Rule 43(k) states: “No agreement between counsel affecting the proceedings in an action shall be binding unless it is reduced to the form of a consent order or written stipulation signed by counsel. It may be enforced summarily by motion in the pending action.” This rule ensures that agreements impacting litigation are documented and verifiable, protecting the parties' rights and maintaining judicial integrity. In this case, the Private Family Settlement Order did not comply with the mandates of SCRCP Rule 43(k) for several reasons:

- a) **Lack of Open Court Proceedings:** Judge Danny Singleton explicitly stated that the settlement discussions were not conducted in open court. The rule requires that agreements be made in open court to ensure transparency and accountability. The settlement discussions, as noted in the court recordings, were conducted informally, with the judge acting as a mediator rather than in a judicial capacity in open court.
- b) **Absence of Written Agreement Signed by Parties:** In addition to the settlement discussions not happening in an open court, the judge told respondent Jared Adam Pierce, before he exited the video call, that he would be sent an agreement to sign and return. No party signed the agreement, and no document was sent/mailed to respondent Jared Adam Pierce to sign. The agreement was not executed in compliance with SCRCP Rule 43(k). The settlement agreement was not reduced to a written form signed by all parties and their counsel. The judge was the only one who signed the settlement order. Rule 43(k) requires that such agreements be documented and signed to be binding. The absence of signatures from the parties and their attorneys invalidates the settlement's enforceability under this rule. Despite attempts by the respondent's attorney to invoke SCRCP Rule 43(k), the parties did not adopt it, and the discussion was not in open court, requiring signatures pursuant to other provisions of SCRCP Rule 43(k).

- c) **Unauthorized Clauses and Lack of Consent:** The final settlement order included several clauses that were not discussed or agreed upon during the mediated discussions. These additions were made without the parties' knowledge or consent, further violating the principles of Rule 43(k), which necessitates that the agreement be mutually acknowledged and agreed upon by all involved parties.
- d) **Undue Pressure and Voluntariness of Agreement:** Judge Singleton repeatedly stated that if the parties didn't settle, he would order the sale of all estate assets and distribute the cash as soon as the Appellant's appeal was denied by the Court of Appeals. Furthermore, the judge's predictions about the outcome of the appeal without knowing its evidence compromised the fairness of the proceedings. The undue pressure exerted by Judge Singleton on the Appellant to reach a settlement further undermines the validity of the agreement. The Appellant was placed under duress, and the judge's threats to order the sale of estate assets if no settlement was reached compromised the voluntariness of the agreement. This coercive environment contravenes the spirit of Rule 43(k), which assumes that agreements are made freely and without undue influence.
- e) **Incomplete Participation:** Only three parties were present during the judge-mediated conference. Respondent Jared Adam Pierce, who lives in Finland, was not present. He only agreed to his share of inheritance via a brief video call initiated by respondent Donna Moore and did not provide express consent to the rest of the settlement terms. He was unavailable to agree to the remaining terms of the agreement, further violating SCRCF Rule 43(k).

In *Ashfort v. Palmetto State Life Insurance Co.*, the court emphasized that settlements must be clear, documented, and mutually agreed upon following procedural rules to be enforceable. The case underscored the necessity for clear documentation and mutual consent in settlement agreements. In *Pittman v. Daniel Construction Co.*, the court ruled that any deviation from the prescribed procedural requirements renders a settlement agreement unenforceable. This case highlighted the importance of strict adherence to procedural rules.

South Carolina courts have consistently refused to enforce settlement agreements that fail to meet the strict compliance required by SCRCF Rule 43(k). This rule mandates that agreements affecting litigation must either be entered into the court's record, acknowledged in open court, or

reduced to writing and signed by the parties and their counsel. Where SCRCP; Rule 43(k) applies, South Carolina Courts have held its terms are mandatory, which precludes a party from turning to contract or equitable principles (or counter public policy arguments) to vitiate those terms. Substantial compliance is not sufficient. The purpose of SCRCP; Rule 43(k) and its predecessors is the avoidance of uncertainty.

In *South Carolina Human Affairs Commission, Appellant, v. Zeyi Chen & Zhirong Yang, Respondents*. Appellate Case No. 2018-001879, the South Carolina Supreme court affirmed the findings of the circuit court that; “SCRCP; Rule 43(k)) provides several avenues for enforcement of a settlement agreement, and parties may withdraw their assent any time before one of the alternatives for obtaining enforcement is met”. The Supreme court agreed with the circuit court's ruling. SCRCP; Rule 43(k)) provides in relevant part as follows: “No agreement between counsel affecting the proceedings in an action shall be binding unless [1] reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or [2] unless made in open court and noted upon the record, or [3] reduced to writing and signed by the parties and their counsel”.

SCRCP; Rule 43(k). (emphasis added). is applicable to settlement agreements. *Ashfort Corp. v. Palmetto Constr. Grp., Inc.*, 318 S.C. 492, 494, 458 S.E.2d 533, 535 (1995). “Like former Circuit Court Rule 14 on which it is based, SCRCP; Rule 43(k) is intended to prevent disputes as to the existence and terms of agreements regarding pending litigation.” *Id.* at 493–94, 458 S.E.2d at 534.

In *S.C. Human Affairs Comm’n v. Chen*, Op. No. 27988 (S.C.Sup.Ct. filed July 22, 2020) (Shearhouse Adv.Sh. No. 29 at 8). The Commission asserted “the circuit court erred in failing to enforce the settlement agreement here because (1) the agreement would be enforceable under general contract principles, as it was signed by the parties, so it should be deemed binding; (2) equitable principles support enforcement, as it is clear the parties agreed to the settlement at the conclusion of mediation and Respondents later changed their minds before the consent order was entered on the record; and (3) public policy supports enforcement because to require strict compliance with the conditions in SCRCP; Rule 43(k)) to secure enforcement could lead to mischief, as attorneys could intentionally fail to sign agreements to retain the strategic option of

rescinding the agreement at a later date. As a matter of public policy and to avoid disputes over settlements, SCRCP; Rule 43(k)) sets forth several methods for making a settlement agreement binding and enforceable”.

In that case, the agreement was not yet embodied in a consent order or written stipulation signed by counsel and entered in the record, and it was not made in open court and noted upon the record. Thus, only the last option remained under SCRCP; Rule 43(k))—determining whether the agreement was "reduced to writing and signed by the parties and their counsel. Where SCRCP; Rule 43(k)) applies, the supreme Court has held its terms are mandatory, which precludes a party from turning to contract or equitable principles (or counter public policy arguments) to vitiate those terms. The court ruled that Substantial compliance is not sufficient. The purpose of SCRCP; Rule 43(k) and its predecessors is the avoidance of uncertainty. In that case of *Human Affairs Comm’n v. Chen, Op*, the next step in the proceeding would have been the entry of a consent order, but Respondents withdrew their assent. The requirements of SCRCP; Rule 43(k)) clearly were not met in the matter of *Human Affairs Comm’n v. Chen, Op* for the reasons found by the circuit court. Consequently, the court affirmed the circuit court's order denying the Commission's motion to compel enforcement of the settlement agreement. The court refused to enforce a mediated settlement agreement signed by the Commission, the aggrieved parties, Chen and Yang because Chen and Yang’s lawyer did not sign the agreement. *Id.* The Court found the settlement agreement did not comply with the language of 43(k), regardless of counsel’s presence during the mediation and execution of the agreement. *Id.* Accordingly, the Commission could not enforce the settlement agreement, concluding the agreement did not satisfy the requirements for enforcement set forth in SCRCP; Rule 43(k). Specifically, the circuit court found SCRCP; Rule 43(k) requires the signatures of the parties and their counsel, but Respondents' counsel did not sign the agreement.

In the case concerning Appellant, considering that one of the parties was not available in court for the whole agreement discussion and never provided his express consent on the whole agreement before the judge, though his counsel was present, the agreement could only be executed pursuant to other terms of SCRCP; Rule 43(k) other than Open Court. Being that this was not an open court, parties needed to sign the agreement pursuant to other provisions of SCRCP; Rule 43(k) other than Open court.

In *Buckley v. Shealy*, 370 S.C. 317, 635 S.E.2d 76 (2006), the court adhered to this interpretation. There, the parties (husband and wife) engaged in court-ordered mediation and signed an agreement. It was undisputed that the husband gave the wife a check for \$5,000 and paid her a monthly sum of \$1,500 from 1997 to 2003. However, the signed agreement was never formally entered in the family court record. Later, the agreement was not available for review, and the parties disputed the exact terms of their agreement. This Court affirmed the family court's denial of the husband's request to enforce the agreement under SCRCP; Rule 43(k)), stating, "Because the purported agreement the parties reached following mediation was neither entered into the court's record nor acknowledged in open court and placed upon the record, SCRCP; Rule 43(k), plainly provides that the agreement is unenforceable".

In *Farnsworth v. Davis Heating & Air Conditioning, Inc.*, 367 S.C. 634, 638, 627 S.E.2d 724, 726 (2006). The court explained that "In interpreting the meaning of the South Carolina Rules of Civil Procedure, the Court applies the same rules of construction used to interpret statutes." *Id.* (quoting *Maxwell v. Genez*, 356 S.C. 617, 620, 591 S.E.2d 26, 27 (2003)). "The rule is plainly worded: 'No agreement . . . shall be binding unless' one of the [stated] requirements is met." *Id.* We observed that "an agreement is non-binding until a condition is satisfied," and "[u]ntil a party is bound, she is entitled to withdraw her assent." *Id.* at 637, 627 S.E.2d at 725. Clearly when the appellant objected the settlement order submitted by the respondents before being signed by Judge Singleton, there was no Settlement Agreement to enforce. SCRCP; Rule 43(k) was not met.

The Private Family Settlement Order was not executed in compliance with SCRCP Rule 43(k). The discussions were not conducted in open court, the agreement was not reduced to writing and signed by the parties and their counsel, and the final order included unauthorized clauses not consented to by all parties. Additionally, the undue pressure exerted by Judge Singleton on the Appellant further invalidates the purported agreement. Consequently, the settlement order should be deemed unenforceable, and the Appellant's rights to a fair and procedurally sound resolution should be upheld.

In this case, the South Carolina Supreme Court affirmed that parties may withdraw their assent at any time before one of the enforcement alternatives under SCRCP Rule 43(k) is met. The court emphasized that substantial compliance is insufficient, and the rule's purpose is to avoid uncertainty. In *Buckley v. Shealy* (2006): The court denied the enforcement of an agreement not entered into the court record or acknowledged in open court, affirming the necessity of adherence to SCRCP Rule 43(k). *Farnsworth v. Davis Heating & Air Conditioning, Inc.* (2006): The court ruled that agreements are non-binding until all conditions are met, and parties are entitled to withdraw assent until then.

The Private Family Settlement Order failed to comply with SCRCP Rule 43(k) because: A. The discussions were not conducted in open court. B. The agreement was not reduced to writing and signed by all parties and their counsel. C. The final order included unauthorized clauses. D. Judge Singleton exerted undue pressure on the Appellant, compromising the agreement's validity. Therefore, the settlement order should be deemed unenforceable, and the Appellant's right to a fair and procedurally sound resolution should be upheld.

**3. Judicial Bias Against the Appellant, originating from Personal Relationship Between Judge Singleton and The Respondents, Constituted Judicial Misconduct Under South Carolina Law.**

The Appellant asserts that Judge Danny Singleton's personal relationship with the respondents, combined with his unfair actions, constitutes judicial misconduct under South Carolina law. Judge Singleton and the respondents grew up together in Seneca, attending the same schools and sharing close family ties. For example, Judge Singleton's father and the Appellant's husband, Doyle Elton Pierce, shared a pasteurizer, indicating a close, long-standing relationship between their families. This background created a situation where the judge's impartiality could be reasonably questioned.

Evidence of judicial bias is apparent in several ways. Judge Singleton's familiarity with the respondents compromised his impartiality. There were indications of ex parte communications, as he displayed knowledge of personal details about the Appellant that were not disclosed in court. This suggests that he received information outside formal proceedings, undermining the

fairness of the process. Additionally, the judge consistently favored the respondents in his rulings and comments, dismissing the Appellant's legitimate concerns and adopting the respondents' suggestions without consideration of the Appellant's inputs. Such favoritism went beyond judicial discretion and showed a clear preference for the respondents' positions.

Judge Singleton's actions against the Appellant were not only biased but also punitive and unfair. He exerted undue pressure on the Appellant to settle the estate by threatening to sell the estate assets and distribute the proceeds if she did not agree to a settlement. This coercion compromised the voluntariness of any agreement and violated the ethical requirement for judges to act impartially and fairly. Moreover, the judge made repeated derogatory comments about the Appellant's marriage, suggesting that the estate litigation had lasted longer than her marriage. These comments were unprofessional, biased, and intended to undermine the Appellant's credibility and position. Furthermore, the judge took actions outside his jurisdiction, such as removing the Appellant as personal representative without proper legal basis and stopping the auction of estate assets contrary to the settlement agreement. These actions were punitive and retaliatory, further demonstrating bias against the Appellant.

Judge Singleton's behavior violated several provisions of the South Carolina Code of Judicial Conduct. According to Canon 1, a judge shall uphold and promote the independence, integrity, and impartiality of the judiciary. By engaging in ex parte communications and showing favoritism, Judge Singleton violated this fundamental principle. Under Canon 2, a judge shall perform the duties of judicial office impartially, competently, and diligently. The judge's biased actions and derogatory comments towards the Appellant breached this requirement. Additionally, Canon 3 states that a judge shall conduct personal and extrajudicial activities to minimize the risk of conflict with judicial obligations. The judge's personal relationship with the respondents and the resulting bias in judicial conduct are clear violations of this canon.

The personal relationship between Judge Danny Singleton and the respondents, coupled with his biased and unfair actions against the Appellant, constitutes judicial misconduct under South Carolina law. His actions undermined the integrity of the judicial process and violated the ethical standards set forth in the South Carolina Code of Judicial Conduct. Consequently, the

Appellant's right to a fair and impartial hearing was compromised, warranting a review and correction of the judicial actions taken in this case.

#### **4. The Judge Violated Appellant's Due Process Rights When He Retaliated Against Appellant For Filing An Appeal.**

The Appellant argues that Judge Danny Singleton violated her due process rights by retaliating against her for filing an appeal. Due process, guaranteed by the Fourteenth Amendment of the U.S. Constitution and the South Carolina Constitution, ensures fair and impartial treatment by the judiciary. Retaliation for exercising appellate rights undermines this principle and constitutes a breach of judicial conduct. In this case, Judge Singleton retaliated by removing the Appellant from her position as Personal Representative, canceling her auction, and holding her in contempt, actions taken shortly after she filed an amended Notice of Appeal.

Upon receiving the Appellant's Amended Notice of Appeal, Judge Singleton immediately threatened to remove her as personal representative and followed through on November 1, 2023, without any request from the respondent parties. This removal was contrary to the settlement agreement, where all parties had agreed on the Appellant as the Personal Representative to close the estate. Judge Singleton acted outside his jurisdiction, as there was no formal filing from the respondents to justify such actions. Additionally, on October 24, 2023, after receiving the amended appeal, Judge Singleton sent a series of retaliatory emails to the Appellant.

The right to due process, including the right to appeal decisions made by lower courts, is fundamental to the American legal system. The South Carolina Constitution guarantees access to the courts and the ability to obtain justice without denial. Retaliation for filing an appeal infringes on this right and disrupts the judicial process. Judge Singleton's actions were retaliatory and punitive, violating the Appellant's due process rights.

Judge Singleton's retaliation included threats, harassment, unjustified restrictions, and derogatory comments. He threatened to remove the Appellant as personal representative and scheduled an emergency hearing for her immediate removal, actions directly linked to her filing an appeal. The judge also restrained the Appellant from proceeding with estate matters, including stopping the auction of estate assets, without proper legal justification. His derogatory comments about

the Appellant, such as comparing the duration of the estate litigation to her marriage, further demonstrated bias and unprofessional conduct.

Judicial retaliation for filing an appeal violates ethical and legal standards. The South Carolina Code of Judicial Conduct, Canon 3B(4), mandates that judges be patient, dignified, and courteous to litigants and avoid behavior perceived as retaliatory or biased. Judge Singleton's actions clearly breached this standard. Legal precedents, such as *Gordon v. State* and *Withrow v. Larkin*, underscore that judicial retribution for exercising appellate rights is unacceptable and undermines judicial integrity.

Judge Singleton's retaliatory actions violated the Appellant's due process rights and had a chilling effect on her ability to seek justice. By intimidating and penalizing her for filing an appeal, the judge obstructed her access to fair appellate review. This conduct compromises the judicial system's integrity and the principle of impartial and fair treatment for all parties. The Appellant's right to a fair hearing must be upheld, and the retaliatory actions by Judge Singleton should be rectified to ensure justice.

In South Carolina, judicial retaliation against an appellant for filing an appeal is not permitted. The South Carolina Code of Judicial Conduct, Rule 501, Canon 3(B)(4), states that judges should be patient, dignified, respectful, and courteous to all parties involved. Retaliation violates this rule and the appellant's due process rights under the Fourteenth Amendment. In South Carolina, a judge is not allowed to retaliate against an appellant for filing an appeal. The South Carolina Code of Judicial Conduct, Rule 501, Canon 3(B)(4) states that a judge should be patient, dignified, respectful, and courteous to litigants, jurors, witnesses, lawyers, and others with whom the judge deals in an official capacity [South Carolina Code of Judicial Conduct, Rule 501, Canon 3(B)(4)].

Retaliation against a party for exercising their legal rights, such as filing an appeal, is a violation of this rule. It is also an infringement on the appellant's due process rights under the Fourteenth Amendment to the United States Constitution, which guarantees the right to a fair trial and the right to appeal a court decision [U.S. Const. amend. XIV]. In the case of *Hawkins*, the South Carolina Supreme Court held that a judge's retaliatory actions against a party could constitute

judicial misconduct and result in disciplinary action [In re Hawkins, 402 S.C. 73, 739 S.E.2d 490 (2013)].

**5. The Judge Violated Appellant's Right To Property When He Threatened To Kick Appellant Out Of Her Residence Through A Newly Appointed Special Administrator**

The Appellant contends that Judge Danny Singleton violated her constitutional right to property by threatening to evict her from her residence through the appointment of a new special administrator. During status conferences, the judge told the Appellant that if a new special administrator were appointed, they could oversee and potentially evict everyone from the property to protect it. This threat, made in a biased and retaliatory manner, constitutes judicial misconduct and infringes upon the Appellant's fundamental property rights protected by both the U.S. Constitution and the South Carolina Constitution.

The constitutional right to property, as enshrined in the Fifth and Fourteenth Amendments, prohibits the government from depriving any person of property without due process of law. Similarly, the South Carolina Constitution guarantees no person shall be deprived of property without due process. Judge Singleton's threat to evict the Appellant without proper legal procedures constitutes judicial overreach and violates these constitutional protections.

Judge Singleton's threats and actions lack proper legal basis and procedural fairness. Due process requires adequate notice and an opportunity to be heard before property deprivation. The judge's threats to evict the Appellant without following these procedures violated her due process rights and constituted an improper use of judicial authority. Appointing a special administrator as a tool to circumvent due process protections and deprive the Appellant of her property rights is an abuse of judicial power.

Judge Singleton's actions also suggest judicial misconduct and bias against the Appellant. His repeated threats of eviction were coercive, intending to pressure the Appellant into a settlement. This coercion undermines the voluntariness of any agreement and violates ethical standards. Additionally, his actions demonstrated clear bias in favor of the respondents, depriving the Appellant of a fair and impartial hearing.

The U.S. Supreme Court in *Fuentes v. Shevin* held that due process requires notice and an opportunity to be heard before property deprivation. In *Goldberg v. Kelly*, the Court emphasized fair procedures to protect individuals from unjust deprivation of property. Judge Singleton's threats to evict the Appellant caused significant distress and uncertainty, undermining her confidence in the judicial system and her right to a fair hearing.

#### **6. Judge Danny Singleton Violated Appellant's Rights to Fair Hearing and Due Process**

The Appellant argues that Judge Danny Singleton violated her rights to a fair hearing and due process by repeatedly stating that her appeal would be denied. Such statements undermine judicial impartiality and fairness, prejudging the outcome and compromising the Appellant's right to a fair and unbiased hearing.

The right to a fair hearing and due process is guaranteed by the U.S. Constitution and the South Carolina Constitution. The Fourteenth Amendment ensures that no person shall be deprived of property without due process of law, and the South Carolina Constitution guarantees access to justice without denial. Judge Singleton's statements prejudging the appeal's outcome violated these rights, compromising the integrity of the legal process.

Judge Singleton's repeated statements that the Appellant's appeal would be denied demonstrate clear prejudgment and bias. By presuming the outcome, the judge compromised his impartiality, a fundamental requirement for judicial proceedings. Such remarks suggested that the appellate court's decision was predetermined, affecting the Appellant's confidence in receiving a fair review and casting doubt on the judicial system's integrity.

The South Carolina Code of Judicial Conduct, Canon 2, mandates that a judge must avoid impropriety and the appearance of impropriety. Canon 3B(5) requires judges to perform duties without bias or prejudice. By making statements about the Appellant's appeal being denied, Judge Singleton violated these ethical standards, creating an appearance of bias and failing to maintain neutrality.

Judge Singleton's prejudicial comments had a significant impact on the Appellant's rights. These statements eroded her right to a fair hearing, likely influencing the proceedings and making it

difficult for her to receive an unbiased review. The emotional and psychological distress caused by the judge's comments further compromised her ability to participate effectively in her defense.

The U.S. Supreme Court in *Tumey v. Ohio* held that a fair trial requires an absence of actual bias. In *In re Murchison*, the Court emphasized that justice must satisfy the appearance of justice, meaning judges must not only be impartial but also appear impartial. Judge Singleton's conduct violated these principles, undermining the fairness of the hearing and the Appellant's due process rights. His actions should be rectified to ensure adherence to due process and judicial impartiality.

**7. The Judge Abused His Discretion When He Held Appellant In Civil Contempt Without Jurisdiction.**

The Appellant contends that Judge Danny Singleton abused his discretion by holding her in civil contempt without proper jurisdiction. The judge's actions were not legally founded and constituted a misuse of judicial power, violating the Appellant's due process rights. The hearing on November 1, 2023, was not merited, as no party had filed a motion to amend the orders signed on October 12 and 17, 2023, and the deadline for amending the order had passed. During this illegal conference, opposing counsel Mr. McDuff demanded immediate removal of items by his clients and a new personal representative to sell the Appellant's personal items to offset estate obligations, violating the order and South Carolina law.

SC Rule 62 provides for an automatic stay on all judgments, preventing enforcement until 10 days after entry. Judge Singleton and opposing counsel bypassed this rule, issuing and executing orders immediately. The Appellant informed opposing counsel that no assets could be taken before settling estate debts and pending matters, angering the judge. During the court recording, several parties spoke over each other, yet Judge Singleton singled out the Appellant for a contempt fine of \$500 or 30 days in jail, despite others talking simultaneously.

Under South Carolina law, a judge has broad discretion in maintaining courtroom order and can hold a person in contempt for obstructive behavior [S.C. Code Ann. § 14-1-10]. However, this discretion must be exercised fairly and impartially. In this case, Judge Singleton held the

Appellant in contempt while allowing others to engage in similar behavior without sanction, an abuse of discretion. Equal protection under the law requires all parties to be treated equally [Brown v. Board of Education, 347 U.S. 483 (1954)].

Contempt of court is a serious sanction used to enforce compliance with court orders and uphold judicial authority. To hold a party in contempt, a judge must have clear jurisdiction and follow due process. Due process requirements under the Fourteenth Amendment and Article I, Section 22 of the South Carolina Constitution mandate proper notice and an opportunity to be heard before holding someone in contempt. Additionally, a judge must have clear jurisdiction over the matter and the party to impose a contempt order. Without jurisdiction, any contempt ruling is legally invalid.

Judge Singleton lacked the necessary jurisdiction to hold the Appellant in civil contempt. At the time the Appellant was held in contempt, an appeal regarding the estate was pending.

Jurisdiction typically transfers from the lower court to the appellate court upon filing an appeal, meaning the Probate Court no longer had jurisdiction over related matters. Furthermore, Judge Singleton did not follow appropriate procedures for holding someone in contempt. The Appellant was not given adequate notice or a fair opportunity to defend herself, violating her due process rights.

Judge Singleton's decision to hold the Appellant in contempt was an abuse of discretion. The judge provided no substantial justification for the contempt order. The Appellant's actions did not meet the legal threshold for contempt, which requires clear, willful disobedience of a court order. The contempt order appeared punitive rather than enforcing legitimate court orders, evident from the judge's previous retaliatory actions and biased comments against the Appellant.

The improper contempt ruling significantly impacted the Appellant. Holding the Appellant in contempt without jurisdiction and due process violated her right to fair legal proceedings. The contempt order imposed undue emotional and legal burdens, exacerbating the stress of her legal situation.

In *re Green*, 369 U.S. 689 (1962), the U.S. Supreme Court emphasized that contempt proceedings must adhere to due process requirements, including notice and a fair hearing. In

Cooke v. United States, 267 U.S. 517 (1925), the Court held that contempt orders issued without proper jurisdiction or procedural adherence are invalid. State v. Bevilacqua, 316 S.C. 331, 450 S.E.2d 125 (1994), reiterated that judges must exercise contempt powers within jurisdictional and due process bounds.

Judge Danny Singleton abused his discretion by holding the Appellant in civil contempt without proper jurisdiction. His actions violated due process requirements and demonstrated a misuse of judicial authority. The contempt order was legally unfounded, motivated by punitive intent, and significantly harmed the Appellant's rights. The contempt ruling should be invalidated to ensure adherence to legal standards and protect the Appellant's constitutional rights.

**8. Judge Singleton Violated The South Carolina Judicial Code Of Conduct Canon 3b (12) When He Acted As A Mediator Or Arbitrator In Settlement Negotiations and the Judge**

The Appellant contends that Judge Danny Singleton violated the South Carolina Judicial Code of Conduct, specifically Canon 3B(12), by acting as a mediator or arbitrator during settlement negotiations and the Judge at the same time. This conduct undermines the integrity of the judicial process and conflicts with the ethical standards expected of judges. During the settlement negotiations, Judge Singleton coerced the Appellant to settle, diminished her marriage, and unjustifiably favored the respondents by bargaining for them to receive more inheritance, deciding on settlement clauses, denying the Appellant's submissions, and considering only the respondents' arguments. He further held the Appellant in contempt when she refused to agree to his violations and signed a settlement order without resolving all matters, potentially violating the Judicial Code of Conduct and the Appellant's due process rights.

Canon 3B(12) of the South Carolina Judicial Code of Conduct explicitly prohibits judges from serving as mediators, arbitrators, or performing other judicial functions in a private capacity unless expressly authorized by law. This rule ensures judges maintain impartiality and do not engage in roles that could conflict with their judicial responsibilities. By acting as a mediator, Judge Singleton clearly contravened Canon 3B(12). During the status conference on October 11, 2023, Judge Singleton explicitly stated that the gathering was not an open court but a discussion to reach a settlement, effectively taking on the role of a mediator. He exerted undue pressure on

the Appellant to settle, including threats to sell estate assets and evict her, actions inappropriate for a judge and indicative of a mediator or arbitrator role rather than a neutral adjudicator.

Judge Singleton's actions compromised his judicial impartiality and violated ethical standards. The primary role of a judge is to remain impartial and ensure all parties receive a fair hearing. By engaging in settlement negotiations, Judge Singleton blurred the lines between his judicial duties and alternative dispute resolution roles, compromising his impartiality. Acting as a mediator or arbitrator introduces potential conflicts of interest, as a judge's facilitation of a settlement may influence his judicial decisions, undermining the fairness of the judicial process.

Judge Singleton's improper conduct had a detrimental impact on the Appellant's case. His active participation in settlement discussions and coercive tactics deprived the Appellant of a fair and unbiased judicial process. The Appellant's confidence in receiving a fair hearing was significantly eroded by the judge's departure from his judicial role, contributing to a perception of bias and unfair treatment. In South Carolina, a judge is generally not permitted to act as a mediator in a case over which they preside because the roles of a judge and a mediator are fundamentally different. A judge is an impartial decision-maker, while a mediator assists the parties in reaching a mutually acceptable resolution. The South Carolina Judicial Code of Conduct Canon 3B(12) prohibits judges from acting in a capacity that compromises their impartiality or involves independent investigation of case facts.

Legal precedents and judicial conduct standards reinforce the importance of maintaining a clear separation between judicial duties and alternative dispute resolution roles. ***In re Anonymous Member of the South Carolina Bar***, the South Carolina Supreme Court held that a judge should not act as a mediator in a case they preside over, as it compromises impartiality and could be seen as coercive. ***Caperton v. A.T. Massey Coal Co.*** The U.S. Supreme Court emphasized the necessity of judicial impartiality and the avoidance of any appearance of bias. Advisory opinions from the South Carolina Advisory Committee on Standards of Judicial Conduct consistently discourage judges from engaging in roles that conflict with their primary judicial duties, highlighting the importance of impartiality and adherence to ethical standards.

Judge Danny Singleton violated Canon 3B(12) of the South Carolina Judicial Code of Conduct by acting as a mediator or arbitrator during settlement negotiations. His conduct compromised his impartiality, introduced potential conflicts of interest, and undermined the integrity of the judicial process. The judge's coercive tactics and improper role significantly impacted the Appellant's right to a fair hearing. To uphold the principles of judicial ethics and due process, the actions taken by Judge Singleton in this capacity should be invalidated, and appropriate measures should be implemented to ensure adherence to the Judicial Code of Conduct.

**9. The Probate Judge Did Not Have Jurisdiction To Amend His Order To Remove Appellant From Personal Representative Position After 10-Day Time-line Under SCRCP Rule 59(E)**

The Probate Judge did not have jurisdiction to amend his order to remove the Appellant from the Personal Representative position after the 10-day timeline under SCRCP Rule 59(e). He violated the family agreement by doing so. The Probate Court signed an order affirming the family settlement on October 12, 2023. The Appellant appealed this order on October 13, 2023. The court amended its own order on October 17, 2023. On November 1, 2023, the Probate Court held a hearing without jurisdiction and removed the Appellant from being Personal Representative in retaliation for filing an appeal.

The family agreement, as a contract, binds the parties to its terms. The Appellant's role as Personal Representative was stipulated in the agreement, and removing her was an amendment to the order and a breach of the agreement. The order listed several responsibilities of the Appellant that were not related to her position as Personal Representative, such as dismissing appeals, paying estate debts, and making cash payments to parties.

The role of a Personal Representative typically involves managing the estate's assets, paying debts, and distributing remaining assets to beneficiaries. However, the specific responsibilities of the Personal Representative under the current family agreement were minor and independent of her role. The Appellant's obligations, such as overseeing the distribution of assets and ensuring the estate's debts are paid, were directly tied to her as a party to the agreement, not as a Personal Representative.

No party filed a motion to amend the order within the allotted timeline or afterward. Judge Singleton amended the order in retaliation because the Appellant filed an appeal. The appointment of the Appellant was part of Judge Singleton's orders. The court did not have jurisdiction to amend the order on October 17, 2023, without the appeal on the first order being withdrawn. Even if the October 17, 2023, order was valid, the judge did not have jurisdiction to amend it on November 1, 2023, as it was beyond the 10-day period allowed by Rule 59(e), SCRPC.

In *Heins v. Heins*, 543 SE 2d 224 - SC, the court ruled that a judge loses jurisdiction to modify an order after the term at which it is issued. A Family Court judge does not have the authority to alter or amend a judgment, sua sponte, once the judgment is more than 10-days-old. The interim between Judge Singleton's orders exceeded the 10-day period permitted by Rule 59(e), SCRPC. Therefore, the Probate Court's order removing the Appellant after 10 days was outside the court's time-limited jurisdiction. The judge amended the settlement order in retaliation for the Appellant filing an appeal, changing the terms of the family settlement agreement.

#### **10. The Probate Judge Violated Family Agreement When He Interrupted And Stopped The Auction Without Jurisdiction**

The Appellant argues that Judge Danny Singleton violated the family agreement by interrupting and stopping the auction of estate assets without proper jurisdiction. This action breached the terms of the agreement and constituted an overreach of judicial authority, infringing upon the Appellant's rights and undermining the legal process. The Probate Judge did not have jurisdiction to amend his order to stop the auction after the 10-day timeline under SCRPC Rule 59(e).

The family agreement explicitly granted the Appellant the authority to schedule an auction to sell part of her inheritance or remaining estate assets not distributed under the agreement, with no conditions or restrictions on this authority. This term of the agreement was binding on all parties. By stopping the auction sua sponte, the judge violated the agreement. There were no extenuating circumstances justifying his action. The assets were already distributed to the Appellant, and she had inherited the estate debts, giving her the right to dispose of her assets as needed to pay those

debts. The judge's interference, calling the auctioneer to halt the auction scheduled for November 18, 2023, breached the agreement and overstepped his judicial authority.

The family agreement was a binding contract formalized under court proceedings. Any deviation required mutual consent or a legal basis. Judge Singleton's decision to stop the auction was taken without a proper legal basis or jurisdiction. At the time of his interference, no pending motion or legal proceeding justified his action. The auction was a critical method for settling the estate's debts, and stopping it without jurisdiction was an abuse of judicial power.

Judge Singleton's actions had significant negative consequences for the Appellant and the estate. By stopping the auction, he violated the Appellant's contractual rights under the family agreement, disrupting the agreed-upon process for asset distribution and debt settlement. This halt delayed the settlement of the estate's debts, potentially increasing financial liabilities and complicating the estate's administration. This unnecessary delay harmed the Appellant and other beneficiaries relying on the auction proceeds.

The judge's actions contravened established legal standards and ethical guidelines. Under contract law, the terms of a binding agreement must be honored unless there is a legal basis for modification or termination. Judge Singleton's unilateral decision to stop the auction without jurisdiction breached this principle. The South Carolina Code of Judicial Conduct requires judges to act within their jurisdiction and authority. Canon 2A mandates that judges must respect and comply with the law and act in a manner promoting public confidence in the judiciary's integrity and impartiality. By interfering without jurisdiction, Judge Singleton violated these ethical standards.

Legal precedents affirm that judicial actions must be grounded in jurisdiction and respect for binding agreements. In *Ex parte Crews*, the South Carolina Supreme Court emphasized that a judge's authority is limited to matters within their jurisdiction, and any action outside of this scope is void. In *S.C. Dep't of Soc. Servs. v. Basnight*, the court underscored the importance of adhering to legal agreements and the limitations of judicial intervention without proper jurisdiction.

Judge Danny Singleton violated the family agreement by interrupting and stopping the auction of estate assets without proper jurisdiction. His actions breached the terms of the binding agreement, exceeded his judicial authority, and caused significant harm to the Appellant and the estate. This interference was an abuse of judicial power, violating both legal and ethical standards. To uphold the integrity of the legal process and the rights of the parties involved, the judge's actions should be invalidated, and the terms of the family agreement should be enforced as originally stipulated.

**11. Appellant Did Not Violate Any Term of The Settlement Order to Warrant Her Removal From Personal Representative.**

The Appellant contends that Judge Danny Singleton violated the family agreement by removing her from the position of Personal Representative without valid grounds. The judge's actions breached the terms of the agreement and overstepped his judicial authority. The family agreement, as a binding contract, outlined specific responsibilities for the Appellant, but her appeal did not constitute a violation of these terms.

The order affirming the family agreement, issued on October 12, 2023, contained provisions that contradicted South Carolina law and the U.S. Constitution. The Appellant appealed this order on October 13, 2023. The judge made her sign a Personal Representative Affidavit that violated the settlement order, and the execution of both documents was contradictory. When the respondent heirs claimed the GEICO settlement, part of the estate residue, the Appellant raised this issue with the judge, who did not provide a clear stance. The Appellant also highlighted other illegalities in the order, such as the improper use of SCRCR Rule 43(k), undefined assets for debt payment, and ambiguous release clauses.

The judge's actions contradicted the family agreement's terms, which required mutual consent or a legal basis for deviations. His removal of the Appellant was unjustified, as she had not violated any agreement provisions. The agreement stipulated that the Appellant, as a party, had to oversee asset distribution and debt payment, tasks unrelated to her role as Personal Representative.

Judge Singleton's removal of the Appellant lacked a proper legal basis. Legal precedents require substantial evidence of misconduct for the removal of a Personal Representative. In re Estate of

Taylor emphasized that such removal must be based on substantial evidence of misconduct or failure to perform duties, which was absent in this case. Additionally, *Ex parte Crews and S.C. Dep't of Soc. Servs. v. Basnight* affirmed that a judge's actions must be within their jurisdiction and respect legal agreements, which Judge Singleton failed to do.

Judge Singleton's actions violated the Appellant's right to a fair hearing, as established in *Tumey v. Ohio*, which requires the absence of actual bias in trials. The judge's retaliatory actions demonstrated a lack of impartiality and fairness, infringing on the Appellant's rights.

In conclusion, Judge Danny Singleton's actions to remove the Appellant from the Personal Representative position violated the family agreement and exceeded his judicial authority. The Appellant did not breach any agreement terms, and the judge's interference was unjustified and retaliatory. To uphold the legal process and the Appellant's rights, the judge's actions should be invalidated, and the terms of the family agreement should be enforced as originally stipulated.

## **12. The Amended Private family order Violated Section 62-3-805 of the South Carolina Code**

The Amended Private Family Order violated Section 62-3-805 of the South Carolina Code. Judge Singleton ordered the distribution of inheritance to the heirs within 30 days before settling the estate's debts, directly contravening Section 62-3-805, which mandates that a personal representative must first pay the estate's debts before distributing any assets.

When the Appellant highlighted this violation of South Carolina law, her concerns were ignored, and she was later held in contempt for raising the issue. Section 62-3-805 clearly stipulates that estate debts must be settled prior to any asset distribution to ensure all creditors are paid before heirs receive their inheritance. The judge's order to distribute assets before debt settlement not only violated this legal requirement but also put the estate at risk of not fulfilling its obligations to creditors.

Subsequently, when the Appellant objected to this illegal distribution, the judge threatened and then followed through on removing her as Personal Representative on November 01, 2023. This situation was exacerbated when the judge later accused her of violating the order and her fiduciary duties, despite her actions being in compliance with the law and his instructions.

**13. The Probate Court erred in including unauthorized and undisclosed clauses in the final settlement agreement**

The Probate Court erred by including unauthorized and undisclosed clauses in the final settlement agreement. Several clauses were added to the final order that were not agreed upon or declared in open court and were signed by the judge without the signatures of the parties or their counsel. These clauses included provisions regarding the removal of items, tenant of the mobile home located at 745 Mourning Dove Lane, future documents, mutual release, right of notice of auction, trash disposal, and notices. These additions were not discussed in the mediated settlement, thereby violating the principles of mutual agreement and transparency required for enforceable settlements. The insertion of these unauthorized clauses contradicts the principle that a valid contract requires clear and mutual consent from all parties. South Carolina contract law stipulates that for a settlement to be enforceable, it must accurately reflect the terms agreed upon by all involved. Any deviation from these terms without mutual consent constitutes a breach of contract and judicial overreach. The Appellant informed all parties that she disagreed with certain terms of the final order draft and urged parties and the court to include provision for signatures, but both the court and parties declined to incorporate signatures on the agreement despite new clauses being added to the agreement. She argued that the new clauses not declared in the purported open court and the lack of compliance with SCRCR Rule 43(k) rendered the settlement invalid.

SCRCR Rule 43(k) mandates that no agreement between counsel affecting the proceedings in an action shall be binding unless it is reduced to the form of a consent order or written stipulation signed by counsel. The judge's failure to ensure the parties' and their counsels' signatures on the settlement agreement further invalidates the order.

Moreover, the Respondent's attorney sent an email claiming that the settlement was binding and enforceable regardless of the appeal because it was an extrajudicial settlement, which was misleading. This assertion ignores the necessity of compliance with procedural rules and the importance of mutual consent in settlements.

In **Ashfort v. Palmetto State Life Insurance Co.**, the court emphasized that settlements must be clear, documented, and mutually agreed upon to be enforceable. Similarly, in **Pittman v. Daniel Construction Co.**, the court held that any deviation from the prescribed procedural requirements renders the agreement unenforceable.

The inclusion of unauthorized and undisclosed clauses in the final settlement agreement by the Probate Court constitutes a serious error. This breach of contract law and due process principles undermines the fairness and integrity of the judicial process. Therefore, the settlement agreement should be reviewed and corrected to reflect only the terms agreed upon by all parties, ensuring compliance with SCRCP Rule 43(k) and upholding the Appellant's rights.

#### **14. The Judge Did Not Have Jurisdiction To Amend His October 12, 2023, Order After Plaintiff Appealed It.**

The Appellant argues that Judge Danny Singleton did not have the jurisdiction to amend his October 12, 2023, order after she filed an appeal. Once an appeal is filed, jurisdiction over the appealed matters transfers from the trial court to the appellate court, rendering subsequent orders or amendments by the trial court invalid. On October 12, 2023, the probate court signed a settlement order, which the Appellant appealed on October 13, 2023. Despite this, Judge Singleton called all parties on October 16, 2023, and amended his order on October 17, 2023, extending the debt payment dates but ignoring other suggestions by the Appellant. His actions were invalid as the jurisdiction had already transferred to the appellate court.

The legal principle that jurisdiction transfers to the appellate court upon the filing of an appeal is well-established in South Carolina appellate procedure. Once a notice of appeal is filed, the trial court loses jurisdiction over the matters being appealed, ensuring that the appellate court has exclusive jurisdiction to review the issues without interference. This principle is intended to maintain a clear division of authority between the trial and appellate courts.

The Appellant filed an appeal on October 13, 2023, in response to the October 12, 2023, order. From that point, jurisdiction over the matters in the order transferred to the appellate court. This is based on the principle that an appellate court acquires jurisdiction once a notice of appeal is filed, and the trial court is divested of its control over those aspects of the case involved in the appeal [State v. Gentry, 363 S.C. 93, 610 S.E.2d 494 (2005)]. The trial court retains jurisdiction to proceed on matters independent of and distinct from the issues on appeal [State v. Tindall, 379 S.C. 108, 666 S.E.2d 236 (2008)]. In the context of Appellant's case the order of October 17, 2023, was an amendment of the order of October 12, 2023, which was already under appeal. The order by Judge Singleton on October 17, 2023, fell outside the jurisdiction of the probate court.

Judge Singleton exceeded his jurisdiction by amending the order after the appeal was filed. The Appellant's appeal on October 13, 2023, transferred jurisdiction over the matters in the order to the appellate court. According to South Carolina law, once a notice of appeal is filed, the trial court is divested of its control over those aspects of the case involved in the appeal. The trial court retains jurisdiction only for matters independent of the appeal. However, the amended order on October 17, 2023, directly related to the appealed October 12, 2023, order, and thus was beyond the probate court's jurisdiction.

Legal precedents support the principle that trial courts lack jurisdiction to amend orders once an appeal is filed. In *Griggs v. Provident Consumer Discount Co.*, the U.S. Supreme Court held that filing a notice of appeal generally divests the trial court of its control over aspects of the case involved in the appeal. This principle ensures that only one court has jurisdiction at a time. Similarly, in *Ex parte Crane*, the Supreme Court ruled that once an appeal is perfected, the trial court loses jurisdiction over the case, rendering any further proceedings null and void.

The improper amendment of the order violated the Appellant's due process rights by creating legal uncertainty and procedural unfairness. The judge's actions caused confusion regarding the enforceability of the October 12, 2023, order and the subsequent amendment. By acting without jurisdiction, Judge Singleton deprived the Appellant of her right to a fair appellate process, undermining the integrity of the judicial system.

In summary, Judge Danny Singleton did not have the jurisdiction to amend his October 12, 2023, order after the Appellant filed an appeal on October 13, 2023. The appeal transferred jurisdiction

over the related matters to the appellate court, making any subsequent actions by the trial court invalid. The judge's amendment of the order constituted an overreach of judicial authority, violated the Appellant's due process rights, and created legal uncertainty. Therefore, the October 17, 2023, amended order should be declared null and void, and the Appellant's rights to a fair appellate process must be upheld.

#### **15. Judge Singleton Did Not Have Jurisdiction To Order Appellant To Withdraw Her Appeal**

The Appellant argues that Judge Danny Singleton did not have the jurisdiction to order her to withdraw her appeal. This action overstepped judicial authority and infringed on the Appellant's constitutional right to seek appellate review. Once an appeal is filed, jurisdiction over the appealed matters transfers from the trial court to the appellate court, making any attempt by the trial court to influence or control the appeal process improper and legally invalid.

A probate judge does not have the authority to order a party to withdraw an appeal. The right to appeal is fundamental, and a judge cannot interfere with this right. In South Carolina, the right to appeal is governed by the South Carolina Appellate Court Rules. According to Rule 203(d)(1)(A), an appeal may be dismissed by the appellant by filing a written notice of dismissal with the clerk of the appellate court. The decision to withdraw an appeal lies solely with the appellant, not the probate judge. The South Carolina Code of Judicial Conduct requires judges to uphold the integrity and independence of the judiciary and to perform their duties impartially and diligently. By ordering the Appellant to withdraw her appeal, Judge Singleton violated these principles.

Under South Carolina appellate procedure, when a notice of appeal is filed, the trial court loses jurisdiction over the matters involved in the appeal. This transfer ensures that the appellate court has exclusive authority to review and decide on the issues raised. Judge Singleton's order for the Appellant to withdraw her appeal was an overreach of his judicial authority. Once the appeal was filed, the trial court no longer had the power to issue orders related to the appellate process. By attempting to control the appellate process, Judge Singleton violated established appellate procedures designed to maintain the separation of trial and appellate court functions.

The right to appeal is a fundamental component of the judicial process and is protected under both federal and state constitutions. The Fourteenth Amendment to the U.S. Constitution guarantees due process and equal protection under the law, which includes the right to appellate review. Article I, Section 22 of the South Carolina Constitution ensures that individuals have the right to seek justice and appeal judicial decisions.

Legal precedents support the principle that trial courts lack jurisdiction to interfere with the appellate process once an appeal is filed. In *Griggs v. Provident Consumer Discount Co.*, the U.S. Supreme Court held that the filing of a notice of appeal transfers jurisdiction from the trial court to the appellate court, and the trial court loses authority over the matters involved in the appeal. In *Ex parte Crane*, the Supreme Court emphasized that once an appeal is perfected, the trial court is divested of jurisdiction, and any further actions by the trial court are null and void.

Judge Singleton's order to withdraw the appeal infringed upon the Appellant's rights and undermined the integrity of the judicial process. The order violated the Appellant's right to seek appellate review and due process as guaranteed by the constitution. By overstepping his jurisdiction, Judge Singleton compromised the fairness and impartiality of the legal proceedings, creating a coercive and unjust environment for the Appellant.

In conclusion, Judge Danny Singleton did not have the jurisdiction to order the Appellant to withdraw her appeal. The filing of the appeal transferred jurisdiction over the appealed matters to the appellate court, rendering any subsequent orders by the trial court invalid. This directive overstepped judicial boundaries, violated the Appellant's constitutional right to appellate review, and constituted an abuse of judicial authority. Therefore, the order to withdraw the appeal should be declared null and void, and the Appellant's rights to a fair and impartial appellate process must be upheld.

**16. The Circuit Court Judge Violated the Appellant's Due Process Rights by Not Allowing the Appellant to Make Her Oral Presentation During the March 14, 2024, Hearing.**

The Appellant argues that her due process rights were violated when the Circuit Court judge did not allow her to make an oral presentation during the March 14, 2024, hearing. This denial

undermines the fundamental principles of fairness and justice embedded in both federal and state constitutions.

**Right to Be Heard:** Due process, as guaranteed by the Fourteenth Amendment to the U.S. Constitution and Article I, Section 22 of the South Carolina Constitution, includes the right to be heard in a meaningful manner: The opportunity to present one's case orally is a cornerstone of procedural fairness and ensures that all parties have an equal opportunity to participate in the judicial process.

**Denial of Oral Presentation:** The judge's refusal to allow the Appellant to make her oral presentation violated her due process rights: By not permitting the Appellant to speak, the judge denied her the chance to fully articulate her arguments and respond to the issues at hand. This action created a one-sided hearing, undermining the fairness of the judicial process and prejudicing the Appellant's case.

**Goldberg v. Kelly, 397 U.S. 254 (1970):** The U.S. Supreme Court held that due process requires an opportunity to be heard at a meaningful time and in a meaningful manner. **Mathews v.**

**Eldridge, 424 U.S. 319 (1976):** The Court emphasized the need for procedures that ensure fair and just decision-making, which includes the right to present evidence and arguments.

The Circuit Court judge's refusal to allow the Appellant to make her oral presentation during the March 14, 2024, hearing violated her due process rights. This denial compromised the fairness of the proceedings and undermined the principles of justice and equity.

#### **17. The Circuit Court Judge Erred by Not Allowing the Appellant's Evidence but Accepting the Evidence Presented by the Respondent's Counsel**

The Appellant contends that the Circuit Court judge erred by not allowing her to present evidence while accepting the evidence presented by the respondent's counsel. This action violated the principles of procedural fairness and due process.

**Right to Present Evidence:** Due process guarantees the right to present evidence in support of one's case: All parties must be given a fair and equal opportunity to present their evidence and arguments to the court.

**Disparate Treatment of Evidence:** The judge's acceptance of the respondent's evidence while rejecting the Appellant's evidence constituted unequal and unfair treatment: This disparity in treatment created a prejudicial environment, disadvantaging the Appellant and skewing the judicial process in favor of the respondents. By not considering the Appellant's evidence, the judge failed to conduct a fair and balanced hearing. ***Chambers v. Mississippi*, 410 U.S. 284 (1973):** The U.S. Supreme Court held that the right to present evidence is essential to due process and fundamental fairness. ***In re Oliver*, 333 U.S. 257 (1948):** The Court emphasized that denying a party the opportunity to present evidence undermines the integrity of the judicial process and violates due process rights.

The Circuit Court judge erred by not allowing the Appellant to present her evidence while accepting the respondent's evidence. This unequal treatment violated the principles of procedural fairness and due process, warranting a reconsideration of the case.

#### **18. The Circuit Court Judge Erred by Dismissing the Appellant's Appeal on Unsupported Grounds of Statutory Defect**

The Appellant argues that the Circuit Court judge erred by dismissing her appeal on unsupported grounds of statutory defect. This dismissal was based on erroneous legal reasoning and lacked substantive justification. The judge's dismissal of the appeal was based on alleged statutory defects that were unsupported by the facts and law: The judge failed to clearly identify any specific statutory defects that justified the dismissal. The Appellant had complied with all procedural requirements for filing the appeal.

The Appellant complied with the procedural rules for filing and pursuing her appeal: The Appellant filed her appeal in a timely manner and followed all required procedures for submitting her case to the appellate court. The dismissal of the appeal without a valid legal basis violated the Appellant's due process rights, as it deprived her of the opportunity for appellate review.

In ***Evitts v. Lucey*, 469 U.S. 387 (1985):** The U.S. Supreme Court held that due process requires appellate procedures to be fair and that appeals cannot be dismissed on arbitrary or unsupported grounds. ***Griffin v. Illinois*, 351 U.S. 12 (1956):** The Court emphasized the importance of

providing appellants with a fair opportunity to have their cases heard on appeal, ensuring equal access to justice.

The Circuit Court judge erred by dismissing the Appellant's appeal on unsupported grounds of statutory defect. This dismissal lacked substantive justification and violated the Appellant's due process rights. The appeal should be reinstated to ensure a fair and just review of the case.

**19. The Respondent's Attorney, Richard Hunt McDuff, Violated Ethical Rules with His Disparaging Comment About the Appellant's Brief and Should Be Subject to Sanctions and Disciplinary Action**

The Appellant contends that Richard Hunt McDuff's statement in response to the Appellant's 66-page brief, "I now have 66 additional pieces of toilet paper. Thank you," violates several ethical rules and standards of professional conduct expected of attorneys. Such a statement is unprofessional, disrespectful, and detrimental to the administration of justice. Consequently, Appellant requests that this Court impose appropriate sanctions and disciplinary action against McDuff.

**Violation of Professionalism and Civility: Rule 8.4(d) of the South Carolina Rules of**

**Professional Conduct:** This rule prohibits conduct that is prejudicial to the administration of justice. By referring to the Appellant's brief as "toilet paper," McDuff's statement undermines the professionalism and respect integral to the legal process. Such a comment is not only disrespectful to the Appellant but also to the court and the judicial system as a whole. **Rule**

**4.4(a) - Respect for Rights of Third Persons:** This rule requires lawyers to avoid using means that have no substantial purpose other than to embarrass, delay, or burden a third person.

McDuff's statement serves no purpose other than to embarrass and insult the Appellant, which is clearly against this rule.

**Conduct Detrimental to the Administration of Justice: Rule 3.5(d) - Impartiality and**

**Decorum of the Tribunal:** Lawyers must not engage in conduct intended to disrupt a tribunal.

McDuff's disparaging remark can be seen as an attempt to undermine the seriousness of the legal process and the Appellant's right to a fair hearing, thereby disrupting the tribunal's decorum.

**Competence and Diligence: Rule 1.3 - Diligence:** Lawyers are required to act with reasonable diligence and promptness in representing a client. By trivializing the Appellant's legal arguments, McDuff demonstrates a lack of diligence in addressing the substantive issues raised in the brief. His comment reflects a dismissive attitude that is inconsistent with the diligence required in legal representation.

**Integrity and Honesty: Rule 8.4(c):** This rule prohibits conduct involving dishonesty, fraud, deceit, or misrepresentation. While McDuff's comment may not directly involve dishonesty, it certainly undermines the integrity and professionalism expected of attorneys. Such conduct can be considered unbecoming of a legal professional and detrimental to the perception of the legal system.

**Impact on the Legal Profession and Judicial System: Undermining Confidence:** Comments like McDuff's can undermine public confidence in the legal system by portraying a lack of seriousness and respect for judicial proceedings. This kind of behavior diminishes the perceived integrity and fairness of the legal process.

**Request for Sanctions and Disciplinary Action:** Given the severity of McDuff's conduct, the Appellant requests that this Court: Levy appropriate sanctions against McDuff for his unprofessional and unethical behavior. These sanctions could include monetary fines, mandatory ethics training, or other punitive measures deemed appropriate by the Court. Refer McDuff to the South Carolina Office of Disciplinary Counsel for investigation and potential disciplinary action. Such actions could result in a range of consequences, including suspension or disbarment, depending on the findings of the disciplinary investigation.

The statement made by Richard Hunt McDuff, "I now have 66 additional pieces of toilet paper. Thank you," in response to the Appellant's brief, constitutes a violation of several ethical rules, including those related to professionalism, respect for the rights of third persons, and conduct prejudicial to the administration of justice. Such a statement is unprofessional, disrespectful, and undermines the integrity of the judicial process.

This Court should recognize this conduct as a serious breach of ethical standards and impose appropriate sanctions and disciplinary action to ensure that such behavior is addressed and

discouraged. It is imperative to uphold the integrity, professionalism, and respect that the legal profession demands to maintain public confidence in the judicial system.

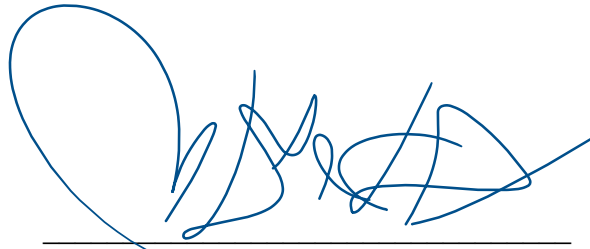
### **VIII. PRAYER FOR RELIEF**

Wherefore, the Appellant respectfully requests that this Court grant the following relief:

1. **Vacate the October 17, 2023, Order:** Declare the order invalid due to non-compliance with SCRCP Rule 43(k) as it lacks the necessary signatures of the beneficiaries.
2. Additionally, Appellant prays that this Court relieves her from all judgments or orders of Judge Singleton, including:
  - a) Order affirming family settlement agreement dated October 12, 2023.
  - b) Order removing Appellant as Personal Representative dated November 01, 2023.
  - c) Order of civil contempt dated November 02, 2023.
  - d) Order denying Appellant's motion to reconsider dated November 09, 2023.
3. **Reinstate the Appellant as Personal Representative:** Reverse the removal of the Appellant as Personal Representative of the estate and reinstate her to this position.
4. **Overtake the Circuit Court's Decisions:** Reverse the Circuit Court's decisions that violated the Appellant's due process rights, including the denial of her oral presentation and evidence submission, and the dismissal of her appeal on unsupported statutory grounds.
5. **Declare Judge's Actions Without Jurisdiction:** Declare that Judge Singleton did not have jurisdiction to amend the October 12, 2023, order or to order the Appellant to withdraw her appeal.
6. **Ensure Compliance with Legal Standards:** Mandate future compliance with SCRCP Rule 43(k) for settlement agreements and uphold due process in all judicial proceedings.
7. **Address Judicial Misconduct:** Investigate and address any violations of the South Carolina Judicial Code of Conduct by Judge Singleton.
8. Given the severity of McDuff's conduct, the Appellant requests that this Court impose appropriate sanctions and refer McDuff to the South Carolina Office of Disciplinary Counsel for investigation and potential disbarment.
9. **Grant Other Just Relief:** Provide any other relief deemed just and proper to rectify the injustices faced by the Appellant and ensure fair estate administration.

**Original Filing Date: July 16, 2024**

**Revised Filing Date: July 28, 2024**

A handwritten signature in blue ink, appearing to read 'D. Pierce', is written over a horizontal line.

DOROTHY PIERCE - Appellant (Pro se)  
750 Mourning dove lane, Seneca, SC.29678.